



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282762
Original Issued Date: 12/27/2021
Issued Date: 12/27/2021
Expiration Date: 12/27/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Heritage Club, LLC

Phone Number: 617-640-4104
Email Address: 617Heritage@gmail.com

Business Address 1: 116 Cambridge St
Business City: Boston
Business State: MA
Business Zip Code: 02129
Business Address 2:
Mailing Address 1: 116 Cambridge St
Mailing City: Boston
Mailing State: MA
Mailing Zip Code: 02129
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Percentage Of Control: 100

Role: Owner / Partner	Other Role:	
First Name: Adenike	Last Name: John	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Nike	Last Name: John	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 100
Capital Attestation: Yes		

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Adenike	Last Name: John	Suffix:
Marijuana Establishment Name: The Heritage Club, LLC	Business Type: Other	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 116 Cambridge Street
Establishment Address 2:
Establishment City: Boston Establishment Zip Code: 02129
Approximate square footage of the establishment: 4400 How many abutters does this property have?: 63
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Heritage Club - Zoning.pdf	pdf	60abbe13874c4807a95b22e1	05/24/2021
Community Outreach Meeting Documentation	Heritage Club - Outreach Attestation Signed.pdf	pdf	60ac397283a99307cc74752c	05/24/2021
Certification of Host Community Agreement	HCA Cert_Heritage Club_EXECUTED.pdf	pdf	60afc61483a99307cc7481c5	05/27/2021

Certification of Host Community Agreement	HCA_Heritage Club_116 Cambridge St Charlestown_EXECUTED.pdf	pdf	60afc6458b901d07c17f2fec	05/27/2021
Community Outreach Meeting Documentation	Permission from City : Number of Participants.pdf	pdf	60bfcbe75f6249360c051bcd	06/08/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Heritage Club - PIP - 7.8.21.pdf	pdf	60e85d58da52e3026d461796	07/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Cert of Organization.pdf	pdf	60abc20576d8cf07ef63623b	05/24/2021
Secretary of Commonwealth - Certificate of Good Standing	Heritage Certificate of Good Standing.pdf	pdf	60abc210d9bd4b07de2affe9	05/24/2021
Department of Revenue - Certificate of Good standing	Certificate of good standing heritage.pdf	pdf	60ac392710916d07f828296e	05/24/2021
Bylaws	Heritage Club - OA.pdf	pdf	60ac39658b901d07c17f234e	05/24/2021
Department of Revenue - Certificate of Good standing	Cert of Good Standing Heritage.pdf	pdf	60b13c34384f2636315c5092	05/28/2021

No documents uploaded

Massachusetts Business Identification Number: 001397504

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Heritage Club - Timeline.pdf	pdf	60abc37303be0807b0c6e7fb	05/24/2021
Plan for Liability Insurance	Heritage Club - Liability Insurance.pdf	pdf	60abc3c05584fe07c3fa515d	05/24/2021
Business Plan	Copy of The Heritage Club- Retail Business Plan 2021.pdf	pdf	60acf46110916d07f8282a35	05/25/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Heritage Club - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	60acf3b38b901d07c17f243a	05/25/2021
Restricting Access to age 21 and older	Heritage Club - Plan for Restricting Access to Age 21 and Older.pdf	pdf	60acf3b703be0807b0c6ebe4	05/25/2021
Prevention of diversion	Heritage Club - Prevention of Diversion.pdf	pdf	60acf3e55584fe07c3fa5534	05/25/2021
Storage of marijuana	Heritage Club - Storage of Marijuana.pdf	pdf	60acf3e6bbf00d07b2723d4e	05/25/2021
Transportation of marijuana	Heritage Club - Transportation of Marijuana.pdf	pdf	60acf3e751a81d07d9fe3b14	05/25/2021
Inventory procedures	Heritage Club - Inventory Procedures.pdf	pdf	60acf3e783a99307cc747615	05/25/2021
Quality control and testing	Heritage Club - Quality Control and Testing.pdf	pdf	60acf3e976d8cf07ef636651	05/25/2021
Dispensing procedures	Heritage Club - Dispensing Procedures.pdf	pdf	60acf41c874c4807a95b26e7	05/25/2021
Personnel policies including background checks	Heritage Club - Personnel Policies Including Background Checks.pdf	pdf	60acf41d07441707ab7569c3	05/25/2021
Record Keeping procedures	Heritage Club - Recordkeeping Procedures.pdf	pdf	60acf41d29792707e0b73a64	05/25/2021
Maintaining of financial records	Heritage Club - Maintaining of Financial Records.pdf	pdf	60acf41ea57e2e07ed2d3991	05/25/2021
Qualifications and training	Heritage Club - Qualifications and Training.pdf	pdf	60acf41f54f2d307a24409de	05/25/2021
Energy Compliance Plan	Heritage Club - Energy Compliance Plan.pdf	pdf	60acf42f54f2d307a24409e2	05/25/2021
Security plan	Heritage Club - Security Plan.pdf	pdf	60ad1f1e51a81d07d9fe3cc8	05/25/2021
Diversity plan	Heritage Club- Diversity - RFI 7.8.21.pdf	pdf	60e85dd68d6c3f02b7d1b530	07/09/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:30 AM	Monday To: 9:00 PM
Tuesday From: 10:30 AM	Tuesday To: 9:00 PM
Wednesday From: 10:30 AM	Wednesday To: 9:00 PM
Thursday From: 10:30 AM	Thursday To: 9:00 PM
Friday From: 10:30 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 8:00 PM
Sunday From: 9:00 AM	Sunday To: 6:00 PM

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The Heritage Club, LLC ("Heritage") will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning Code. Heritage's proposed Cannabis Establishment is located in a zoning district that allows Cannabis Establishments by conditional use permit from the Zoning Board of Appeals, which Heritage intends to promptly obtain. It must be acted upon within two years through the issuance of a Long Form Building Permit by the Inspectional Services Department. Heritage will then obtain a Certificate of Occupancy. Heritage has already obtained a local license from the Boston Cannabis Board.

In compliance with 935 CMR 500.110(3) and the Boston Zoning Code, the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

Heritage has already attended several meetings with various municipal officials and boards to discuss its plans for a proposed retail marijuana establishment and has executed a Host Community Agreement with City of Boston. Union Twist will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Heritage's retail marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



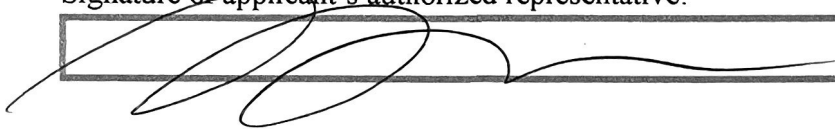
Name of applicant:

THE HERITAGE CLUB LLC

Name of applicant's authorized representative:

Adenike John

Signature of applicant's authorized representative:



Link to hearing:

<https://www.youtube.com/watch?v=h5tGxISc6Qs>

Client Name:
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Color Type:

The Boston Globe
Publication Date: 02/24/2021

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►MERGER

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family medicine, obstetrics, gynecology, neonatology, and adult psychiatry.

The integrated system will have a full array of complementary medical specialties and biomedical research to remain on the leading edge of treatment and therapies, according to the announcement.

“If you learned from your doctor the devastating news that you had cancer, you want to go to a place that maximizes your chances of having a great outcome,” said Dr. Jack Elias, dean of The Warren Alpert Medical School. “You want to go to a place where you have the best care you can get from a diagnostic and therapeutic perspective — a place that does cancer research, but that also has the latest in protocol-driven therapies so you can be with your family for many years to come. And, this is the difference that an integrated academic health system can make in patient lives. This is real.”

Christina H. Paxson, president of Brown University, said the university is committed to increasing access to excellent health care and reducing care disparities.



PAT GREENHOUSE/GLOBE STAFF

Rhode Island Hospital is one of the hospitals owned by Lifespan Corp.

“Great health care should be accessible to everyone, including people from communities that historically have experienced obstacles to accessing health care,” said Paxson. “The seamless integration of research and clinical care drives improvements in the health of patients by offering all Rhode Islanders access to state-of-the-art medicine.”

Paxson said Brown’s minimum commitment of \$125 million will be deployed after a merger is approved. The investment will be spent on potential initiatives in a joint strategic plan, which could include improving access to women’s health or eliminating health dis-

parities.

While observers note that the deal would increase access to care for many consumers, critics say that the merger could lead to less competition and a possible overall increase in health care costs. The health care systems currently employ more than 23,600 people across eight hospitals, sparking questions about whether job cuts are on the horizon once the merger is complete.

This will be the fourth time Lifespan and Care New England has attempted to merge since the 1990s, and the executives at both systems will likely have a long regulatory process ahead of them. Tuesday’s announcement comes after the boards of both systems voted to sign the letter of intent to merge, which was announced in September, and was a little more than a year after similar talks collapsed.

In June 2019, Governor Gina M. Raimondo intervened to bring Lifespan and Care New England back to the negotiation table when it looked as though Boston-based Partners HealthCare — now Mass General Brigham — would acquire Care New England. Raimondo, who is awaiting confirmation on becoming secretary of Commerce in the Biden administration, was reportedly updated over the 90 days executives at the two systems talked out a deal last summer, and executives from both systems said they have communicated with Raimondo and Lieutenant Governor Daniel J. McKee in the last few days.

“There is no question that a local, integrated health care system is in the best interest of Rhode Islanders,” Raimondo said in a statement Tuesday. “Today’s announcement will benefit patients by ensuring they have access to the highest quality of

care and will spur economic growth by helping us attract top talent and solidify our position as a hub of innovation and scientific development.”

McKee, who will take over as governor when Raimondo is confirmed as Secretary of Commerce, said in a statement that the three partners have the potential to significantly improve the range and access to health care services for Rhode Islanders, but encouraged regulators to ensure that the merger will maximize all health care and economic opportunities while also protecting patients and community hospitals.

Speaker K. Joseph Skekarchi, a Warwick Democrat, and Senate President Dominick J. Ruggerio, a Providence Democrat, issued a joint statement that said the Legislature will be reviewing the details of the merger to ensure that patient care and health care jobs are not adversely impacted by the merger.

“We have seen in other regions the tremendous advantages that stem from a strong academic health system as an anchor tenant in a capital city,” read the statement.

Dr. James E. Fanale, president of Care New England, and Dr. Timothy J. Babineau, president of Lifespan, will now have to gain approval from the Rhode Island Department of Health, the state attorney general’s office, and the Federal Trade Commission. The FTC will likely be the systems’ biggest regulatory hurdle, but a spokesperson for the federal agency said it does not comment on mergers or acquisitions unless it blocks a transaction. The FTC gave the systems the green light on a merger attempt in Dec. 2007, but the state rejected the application at the time, saying it was “incomplete.”

“What I am most excited about is the ability of our new, locally based, academic health system to compete at a national level, innovate, attract top talent, develop new scientific knowledge, improve the care we deliver, and serve as an economic engine for Providence and the state,” said Babineau. “This is an exciting moment in time, we cannot let it slip through our grasp yet again.”

Alexa Gagosz can be reached at alexa.gagosz@globe.com.

Watchdog warns of telehealth fraud

►TELEHEALTH

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detected [against fraud], not only the finances, but also potential patient harm,” he added.

Before the pandemic, most Medicare beneficiaries did not have access to virtual medical appointments or other telehealth services. Instead, patients needed to be at a provider’s office to receive reimbursement for telehealth or live in a designated rural area.

But last March, the Trump administration significantly expanded coverage to include a wider range of telehealth services like psychotherapy and nursing home discharge visits. During this temporary expansion, Medicare beneficiaries can pay for virtual visits at the same rate as an in-person visit. Some telehealth providers are also reducing or waiving copays.

The Trump administration also relaxed HIPAA requirements, allowing providers to use communication platforms like FaceTime, Skype, and Zoom to conduct visits with their patients in good faith.

The moves led to a huge increase in telehealth visits. But the OIG worries it also opened the door for criminals to freely initiate contact with patients.

The federal government estimates that there were \$4.5 billion worth of telehealth-related fraud losses in fiscal year 2020, the largest of any category and a record for Medicare fraud. More than 80 percent of the Department of Justice’s fraud recoveries in 2020 were health care-related, the largest number of government-initiated cases against health entities ever reported.

Several of those major cases were telehealth-related. In one case in Florida, the CEO of two telehealth companies pleaded

guilty to soliciting bribes in exchange for encouraging telehealth providers to order unnecessary medical equipment. In another, a physician allegedly paid his friends to sign telehealth orders for medically unnecessary genetic testing and medical equipment.

The OIG is planning an investigation into the specific issues surrounding the relaxation of regulatory requirements during the pandemic; the reports on this will likely be made public over the next year, Cohen said.

The Centers for Medicare and Medicaid Services is also assessing the regulations to determine whether to make permanent changes to telehealth services under Medicare after the pandemic, a spokesperson told STAT.

Still, some experts said that the benefits of expanded telehealth coverage outweigh the potential for abuse and fraud, especially when treating high-risk patients.

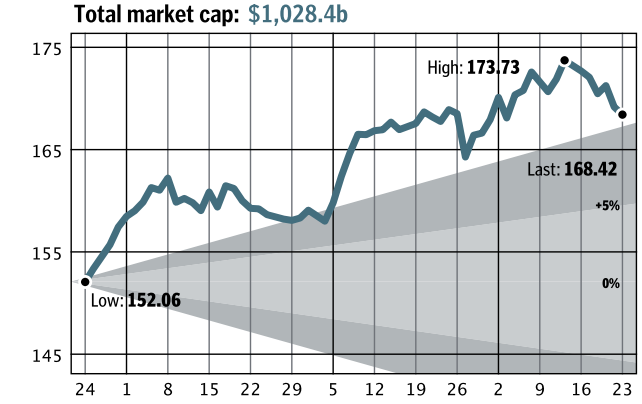
“Even those that are saying that there’s this great increase [in fraud], we have not heard the DOJ or the OIG say that they lack the tools or the resources or the capability under current rules and laws to effectively do their jobs,” said Kyle Zebley, director of public policy at the American Telehealth Association, which is lobbying Congress to make the policy shifts permanent.

Tina Hershey, assistant professor in the department of health policy and management at the University of Pittsburgh, said that going forward, providers should educate patients and beneficiaries about potential fraudulent schemes. “We just need to be vigilant,” Hershey said. “That vigilance will allow the expanded accessibility.”

25

Index of publicly traded companies in Massachusetts

Globe 25 index



Yesterday 168.42 ▼ 0.75 ▼ 0.4% ▲ YTD 5.9%

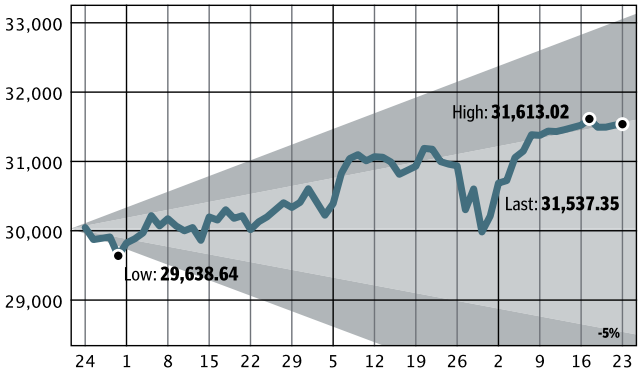
	Price	Chg	% chg	Market cap (bil.)
Thermo Fisher Sci (TMO)	458.81	-4.47	-1.0	181.8
Raytheon Technologies Corp (RTX)	73.99	+0.99	+1.4	112.4
General Electric (GE)	12.59	+0.09	+0.7	110.4
American Tower Corp (AMT)	223.17	-1.90	-0.8	99.1
TJX Cos Inc (TJX)	70.23	+0.68	+1.0	84.3
Moderna Inc (MRNA)	150.17	-9.20	-5.8	59.4
Analog Devices (ADI)	157.70	-1.54	-1.0	58.2
Vertex Pharma (VRTX)	216.44	+1.48	+0.7	56.3
Boston Scientific (BSX)	38.75	-0.45	-1.1	55.5
Keurig Dr Pepper Inc (KDP)	31.79	+0.11	+0.3	44.7
Biogen Inc (BIIB)	279.08	-5.55	-1.9	42.5
Alexion Pharma (ALXN)	152.93	-1.88	-1.2	33.6
Skyworks Solutions (SWKS)	183.75	-0.18	-0.1	30.3
Eversource (ES)	80.19	+1.54	+2.0	27.5
Wayfair Inc (W)	262.90	-4.06	-1.5	26.1
State Street Corp (STT)	74.06	+0.52	+0.7	26.1
HubSpot Inc (HUBS)	503.61	-24.56	-4.6	23.3
Teradyne Inc (TER)	129.78	-2.61	-2.0	21.6
Hologic Inc (HOLX)	75.50	+0.93	+1.2	19.5
Alnylam Pharma (ALNY)	153.21	+5.14	+3.5	17.9
Waters Corp (WAT)	278.88	-0.93	-0.3	17.3
Insulet Corp (PODD)	260.74	+4.23	+1.6	17.2
Akamai (AKAM)	97.64	-0.42	-0.4	15.9
PerkinElmer Inc (PKI)	131.02	+1.30	+1.0	14.7
ABIOMED Inc (ABMD)	321.69	-1.06	-0.3	14.6

Markets

Stocks reverse most of a sell-off

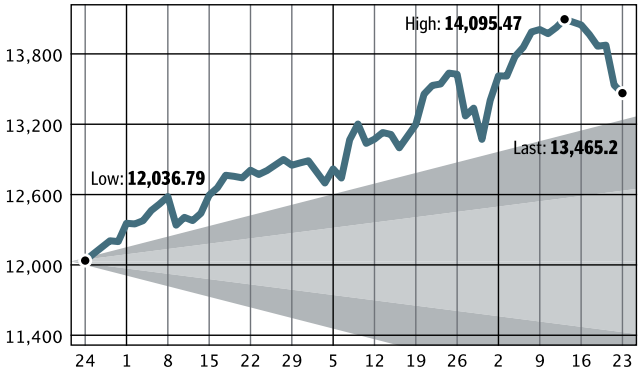
A late-afternoon burst of buying helped reverse most of a stock market sell-off, nudging the S&P 500 to a 0.1% gain after a five-day losing streak. But the Nasdaq lost 0.5% as tech stocks fell a sixth straight day. The Dow, which is less exposed to tech stocks, rose 0.1%. Facebook, Disney, Netflix, and other communications stocks helped drive the comeback, as did financial and energy companies. Since the pandemic began, investors have pushed the prices of big tech stocks to stratospheric heights, betting that quarantined consumers would do most of their shopping online and spend more on devices and services for entertainment. The bet mostly paid off; big tech companies reported big profits last year. But the pandemic may be reaching its end stages, and that may cause consumers to return to pre-pandemic habits. Investors are increasingly focused on a big tick up in bond yields and how that affects stock valuations. The yield on the 10-year Treasury rose to 1.36%, continuing its quick climb. When bond yields rise, stock prices tend to be negatively affected because investors turn an increasingly larger portion of their money toward the steadier stream of income that bonds provide.

DOW JONES industrial average



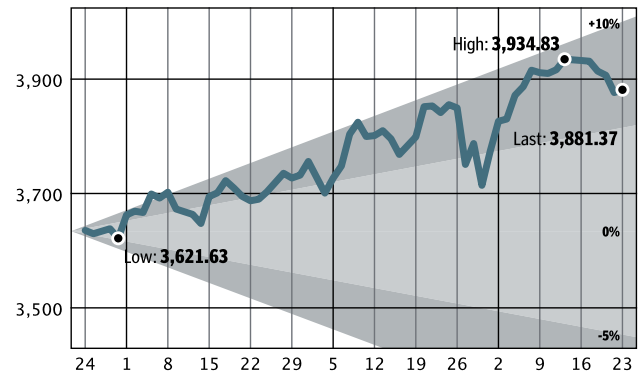
Yesterday 31,537.35 ▲ 15.66 ▲ 0.0% ▲ YTD 3.0%

NASDAQ Composite index



Yesterday 13,465.20 ▼ 67.85 ▼ 0.5% ▲ YTD 4.5%

S&P 500 index



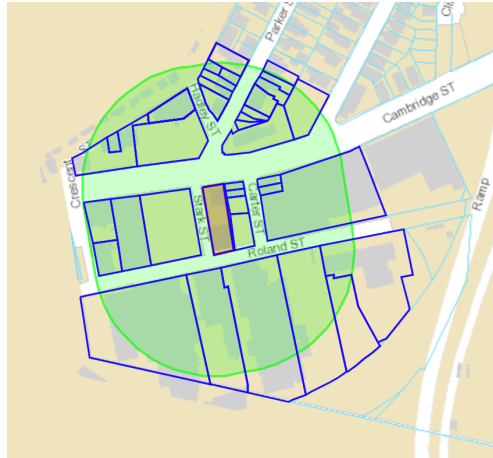
Yesterday 3,881.37 ▲ 4.87 ▲ 0.1% ▲ YTD 3.3%

SOURCE: Bloomberg News

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: The Heritage Club
Application Address: 116 Cambridge Street, Charlestown
License Type: Retail Recreational Cannabis Dispensary



Proposal: This is an application by The Heritage Club for a Recreational Cannabis Establishment to be operated at the address of 116 Cambridge Street, Boston, MA - the scheduled date for the meeting will be on March 10th, 2021 at 6:30PM via Webex Meeting Forum.

Date: Wednesday, March 10th, 2021

Time: 6:30PM

Event Link: <https://bit.ly/3aqNrZX>

Event number: 179 137 0930

Event password: JMkvx85eP5C

Dial in #: +1-408-418-9388

RECEIVED

By City Clerk at 4:10 pm, Feb 16, 2021

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

Mayor's Office of Neighborhood Services
 (617) 635-3485 | contactons@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

**NOTICE OF COMMUNITY MEETING
THE HERITAGE CLUB, LLC**

Notice is hereby given that The Heritage Club, LLC will hold a virtual meeting on **March 10, 2021** at 6:30 PM relative to its proposal to site a Cannabis Establishment at 116 Cambridge Street in Charlestown. This meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting.

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Event Link: <https://bit.ly/3aqNrZX>

Event number: 179 137 0930

Event password: JMkvx85eP5C

Dial in #: +1-408-418-9388

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

1. Name of applicant:

The Heritage Club LLC

2. Name of applicant's authorized representative:

Adenike John

3. Signature of applicant's authorized representative:




4. Name of municipality:

Boston

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

Robert Arcangeli

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



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

8. Host community agreement execution date:



City of Boston and Heritage Club LLC

HOST COMMUNITY AGREEMENT

This Host Community Agreement (“Agreement”) is made and entered into on the 26th day of May 2021, by and between the City of Boston, Massachusetts (“City” or “Boston”) and Heritage Club LLC (“Company”) and (collectively the “Parties”).

WHEREAS, the Company wishes to operate as a Recreational Marijuana Retailer, by receipt of a license from the Commonwealth of Massachusetts’ Cannabis Control Commission (“CCC”) within the City, in accordance with 935 CMR 500.000 et seq.;

WHEREAS, The Parties understand and acknowledge that the Company intends to locate and operate as a Recreational Marijuana Retailer, at 116 Cambridge Street, Charlestown, Massachusetts, 02129;

WHEREAS, the Company endeavors to function as a responsible corporate citizen and contributing member of the business community as it builds and sustains its business in the City;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company and the City agree to the following:

1. Definitions. As used in this agreement, terms shall have the following meaning:

- a. Marijuana Establishment means a Medical Marijuana Treatment Center, Registered Marijuana Dispensary, Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related establishment seeking to conduct business within the City.
- b. Gross Sales Revenue means the total revenue actually derived from cultivation, manufacturing, processing and/or sales of marijuana and marijuana related products at the Marijuana Establishment.
- c. Calendar Year means a period of days running from January 1st until and through December 31st of the same year.
- d. Commencement Date means the date the Company commences sales at its Marijuana Establishment.

2. Payment. In the event that the Company obtains a license from the CCC for the operation of a Marijuana Establishment in the City and the Company receives any and all necessary and required permits and licenses issuable by the City, which said permits and/or licenses allow the

company to locate, occupy and operate the Marijuana Establishment, the Company shall pay the City the following amounts upon the Commencement Date:

- a. The Company shall make quarterly payments equal to three percent (3%) of gross sales revenue within thirty (30) days of receipt of notification from the City. Notification shall be sent to the Company with a form to be completed that indicates the calculation used by the Company. This form must be returned with the corresponding payment. The initial quarterly payment will not be due until the Company has been in operation for a time greater than a full quarter; however, the calculation of the initial payment will include the first full quarter in addition to any earlier partial quarter. Payments should be sent to:

City of Boston Treasury
P.O. Box 9715
Boston, MA 02114

Additionally, the Company shall provide the City of Boston a copy of its audited financial statements, demonstrating gross sales revenue for the fiscal year. The financial statements must be received no later than April 30th of the subsequent year. If it is determined that additional funds are owed to the City, the Company must remit this payment within fifteen (15) days of notification.

- b. With regard to any year of operation for the Company which is not a full calendar year, the applicable Quarterly Payment shall be pro-rated accordingly.

3. Obligations of the City. The City shall work cooperatively and in good faith with the Company as the Company progresses through the City's permitting process.

This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses pursuant to state or local law, ordinance, or regulation and collect appropriate fees and fines related to local permits and licenses. By entering into this Agreement the City is not required to issue such permits or licenses.

All rights and obligations under this Agreement are expressly conditioned upon the Company's receipt of a Final License allowing for their operation of a Recreational Marijuana Retailer, within the City, and upon Company obtaining all local approvals. If Company fails to secure a Final License, or any of the required local approvals aforementioned, this Agreement shall be null and void.

4. Taxes. At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its

landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement. Nothing in this section shall in any way limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board. All taxes and charges owed to the City must be paid on a current basis. The City may place a lien on the property of any person who has an outstanding balance due the City from any fee, charge or tax, which balance is at least six (6) months past due.

5. Term and Termination. This agreement shall take effect on the above written date, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates as a Recreational Marijuana Retailer within the City, or five (5) years from the Commencement Date, whichever is earlier. At the conclusion of the term of this agreement, the Parties shall renegotiate a new Host Community Agreement in accordance with the prevailing regulations and laws as such regulations may be amended or replaced. If the Company seeks to change its business operations, including but not limited to the addition of delivery services, at this site the Company agrees to comply with the established City process relative to a cannabis related establishment, including but not limited to, notice to abutters, a community outreach meeting and City review process and, if approved, to renegotiate a new Host Community Agreement. In the event that the Company no longer does business in the City or in any way loses or has its license revoked by the Commonwealth and/or the Boston Cannabis Board, this agreement shall become null and void; however, the Company will be responsible for the pro-rated portion of the Quarterly Payment due as under section 2 above. In the event that the Company wishes to transfer ownership of the Company, any such proposed changes must be approved by the Boston Cannabis Board.

6. Appropriation. The purpose of this agreement is to assist the City in addressing the costs imposed upon the City by the operation of the Marijuana Establishment.

7. Security. The Company shall maintain security at the Marijuana Establishment in accordance with the security plan presented to the City and included as part of their application to the Cannabis Control Commission. Said security plan shall take into account the unique operational concerns particular to the Marijuana Establishment at the proposed location as well as all applicable laws and regulations.

8. Signage. The Company will limit signage for the Marijuana Establishment to the extent that such signage is inconsistent with applicable statutes and regulations, and to the extent that such

signage is inconsistent with the look and character of the surrounding area and/or injurious to the neighborhood.

9. Hours of Operation. The Company agrees to the following operating hours for the public: Monday through Friday: 10:30 a.m. – 9 p.m., Saturday & Sunday: 9 a.m. – 9 p.m., unless otherwise changed by the Boston Cannabis Board. The Company agrees to not operate on legal holidays of the Commonwealth of Massachusetts, as established by the Secretary of State's Office, or Suffolk County holidays. In the event that the Boston Cannabis Board (BCB) adopts any policy, rule or regulation governing the hours that Marijuana Establishments may operate in the City on certain Federal, State and Suffolk County holidays, this agreement shall be immediately amended to reflect such policy, rule or regulation.

10. To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, the Company will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for the site to qualified Boston residents. In addition, the Company shall endeavor to establish a diversity and inclusion plan aimed at creating increased opportunities for people of color, women, and M/WBEs to participate in the development of the site, including but not limited to, meaningful participation by people of color, women, and M/WBEs in the following professional fields: construction; design; development; financing; operations; and ownership.

A Minority Business Enterprise or "MBE" is a firm that is owned, operated, and controlled by one or more individuals who are African American, Hispanic American, Native American, or Asian American who have at least 51% ownership of the firm.

A Woman Business Enterprise or "WBE" is a firm that is owned, operated, and controlled by one or more women who has or have at least 51% ownership of the firm.

11. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.

12. Events of Default. The Company shall be deemed to have committed an event of default if any of the following occur:

- a. The Company fails to obtain, and maintain in good standing, all necessary local licenses and permits for the Marijuana Establishment, provided that the Company is able to exercise all available rights and due-process for maintaining in good standing said licenses and permits;
- b. The Company ceases to operate as a Recreational Marijuana Retailer without notifying the City; and
- c. The Company fails to make payments to the City as required under this Agreement, and such failure remains uncured with reasonable written notice from the City for thirty (30) days.

13. In the event that the Cannabis Control Commission and/or the Boston Cannabis Board suspends or revokes the Company's license, the City may also declare an event of default and terminate this Agreement. The Company shall be required to pay any amounts due upon the termination date; such amount to be determined by the period of operation of the Marijuana Establishment within the city.

14. The City may terminate this Agreement upon the occurrence of any event of default, and in the event the Company fails to cure said default in a commercially reasonable time.

15. Termination for Cause. The City may terminate this Agreement for cause at any time by giving at least thirty (30) days' notice, in writing, to the Company. Cause is defined as the Company's violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Marijuana Establishment in the City of Boston. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City for personal injury or property damage by virtue of any termination of the Agreement.

16. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. All legal disputes shall be resolved in the Courts of the Commonwealth of Massachusetts and the Company submits to the jurisdiction of the Trial Court for Suffolk County for the adjudication of disputes arising out of this Agreement.

18. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

19. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

20. Headings. Section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include the masculine and feminine forms of such words.

21. Modifications. Modifications to this Agreement may be effective only if made in writing and signed by both Parties.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original. The facsimile or PDF signatures of the parties shall be deemed to constitute original signatures.

23. Additional Items. (i) This agreement shall be subject to all conditions imposed upon the License as issued by the Boston Cannabis Board, such conditions being subject to amendment by the BCB from time to time; (ii) there will be no benches or social gathering areas in or around the business; (iii) the Company agrees to prohibit smoking, vaping or any other form of consumption of marijuana on site unless specifically allowed by amendment to this agreement; and (iii) the Company agrees to share aggregate data and reports to the Boston Public Health Commission in a form and manner as requested to inform public health efforts.

24. Executive Order. The Company acknowledges its compliance with the Executive Order of the City of Boston, dated September 13, 2019, which states: "No City of Boston employee or immediate family member may participate in a marijuana business that is currently seeking, or intends to seek, an approval from the City of Boston or its agencies. No member of the Zoning Board of Appeal, the Boston Licensing Board, the Boston Public Health Commission, the Boston Zoning Commission, the Boston Redevelopment Authority d/b/a the Boston Planning and Development Agency, or their immediate family members, may participate in a marijuana business that is currently seeking, or intends to seek, an approval from the City of Boston, or its agencies."

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

The company hereby certifies that the information supplied to the City during the application process and the information contained in this Agreement is accurate and that the provision of false or misleading information may subject the applicant to sanctions, up to and including revocation of a host community agreement.

CITY OF BOSTON



Robert S. Arcangeli
Assistant Corporation Counsel
City of Boston Law Department

HERITAGE CLUB LLC



By: Adam John
Title: Owner

Subject: Fwd: Cannabis Community Meeting: The Heritage Club, 116 Cambridge St, Charlestown
Date: Friday, February 19, 2021 at 12:05:07 PM Eastern Standard Time
From: Nike John
To: Rebecca Rutenberg
Attachments: 116 Cambridge Street - Abutters Flyer (2).pdf, Abutters List- 116 Cambridge St.xlsx

Hi Becca, thank you!
Here is the email from Pat with the notice.

Thank you,
Nike

----- Forwarded message -----

From: **Patrick Fandel** <patrick.fandel@boston.gov>
Date: Tue, Feb 16, 2021 at 3:19 PM
Subject: Cannabis Community Meeting: The Heritage Club, 116 Cambridge St, Charlestown
To: Nike John <nike@vibe-re.com>, Phillip Silverman <philsilverman@vicentesederberg.com>

Hello Nike and Phil:

Below you will find the appropriate documents for your application's cannabis community meeting. Attached in this communication, you will find:

- An excel sheet indicating all abutting properties within 300 ft.
- A flyer to be delivered via certified mailed and flyered to the abutting properties within 300 ft.

Your scheduled date for this community meeting will be on March 10th, 2021 at 6:30PM - please note that this is a virtual meeting held via Webex Meeting Forum.

For your reference, the meeting login in details are below:

Event Link: <https://bit.ly/3aqNrZX>
Event number: 179 137 0930
Event password: JMKvx85eP5C
Dial in #: +1-408-418-9388

Notification:

As the applicant, you must complete each of the following steps in order to move forward with this community meeting. Failure to do so will result in cancellation of the community meeting and a delay in this community process.

1. **Publish the attached meeting notice in a newspaper of general circulation in the City of Boston at least 14 calendar days prior to the meeting.** Please send me a copy of this publication to keep on record.
2. **Send the attached meeting notice to abutters via certified mail at least 7 calendar days prior to the meeting.** I have attached the list of abutters within a 300-foot radius below. Please keep on record and send me a digital record of mailings.

3. **Applicants must physically flyer each physical address with the attached meeting notice at least 7 calendar days prior to the meeting.** Please submit photographed evidence of successful flyering to keep on record. For buildings with multiple units, you can visibly post the flyer with painter's tape and take a picture. I would also recommend leaving flyers with a front desk person, if available, and documenting that as well.

Failure to complete any of these steps will result in the cancellation of this community meeting and a delay in your community process.

Community Meeting Information:

Please send me a copy of the presentation and any other material to be presented in the meeting at least seven (7) calendar days in advance of the meeting - any changes to the presentation need to be submitted at minimum 48hrs prior to the meeting.

Panelists will be expected to join 15 minutes in advance of the meeting for preparation and to avoid any technical difficulties. Applicants will have 15-20 minutes of uninterrupted presentation time.

Community members will be permitted to ask questions and receive answers from representatives of this proposed cannabis establishment following the presentation. I will facilitate an orderly Q & A session. We will allow all individuals to give feedback/ask questions and receive responses.

In addition to the community meeting hosted by the City of Boston, the applicant is encouraged to present to the neighborhood groups in the area. Please conduct outreach to with the following groups and cc me in those communications:

Charlestown Neighborhood Council:

Tom Cunha, Chair - tomcunha@comcast.net, 617-777-8011

Peggy Bradley, Co-Chair - margaretkbradley@icloud.com

Let me know if you have any questions or concerns about this process.

Thank you,

Patrick

--



Patrick Fandel (He/Him/His)
Dorchester and City-Wide LGBTQ+ Liaison for
Mayor Martin J. Walsh
Office of Neighborhood Services
Office: [617.635.4819](tel:617.635.4819)
Sign up for neighborhood news [here](#).

**The City of Boston is subject to [MGL: Chpt.66, Sec.10 Public Records Law](#). Email sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City email should presume that the email are subject to release upon request, and to state record retention requirements.

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Nike John
Broker Owner Vibe Residential
p: 617-917-4267 m: 617-640-4104
w: www.vibe-re.com e: nike@vibe-re.com

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

The City of Boston hosted Heritage Club, LLC's public meeting and maintains access to the full attendee report. Heritage Club, LLC estimates that roughly 30 individuals attended.

Positive Impact Plan

Heritage Club firmly believes that it has a responsibility to give back to the surrounding community. Its goal to provide resources and financial contributions of over \$150,000 each year to individuals and initiatives that have been disproportionately impacted by marijuana prohibition.

Programs:

- ▶ Home buying assistance: Heritage Club's founder and Chief Executive Officer has an extensive background as a broker and real estate professional. Heritage Club will earmark \$150,000 of funds annually to assist in covering closing costs for up to 10 qualifying residents each year. Participants will be eligible to apply via Heritage Club's website and must meet one of the following criteria:
 - **Criteria A:** Income that does not exceed 400% of Area Median Income and Residency in the City of Boston or an Area of Disproportionate Impact, as defined by the Commission, for at least five of the past ten years;
 - **Criteria B:** Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in other jurisdictions;
 - **Criteria C:** Residency in Massachusetts for at least the past 12 months and proof that the applicant was either married to or the child of an individual convicted or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in other jurisdictions;
- The program will be advertised in Guidelines for Fair Housing as well as in internal correspondence to employees. Applicants will be selected on a need-based rolling basis until the funding is used up. To apply, applicants must provide:
 1. A standard application form outlining basic contact information;
 2. Demonstration that they are eligible to resident in the program as outlined below:
 - a. **Criteria A** An attestation that their income does not exceed 400% of the area median income as outlined by this document provided by the Cannabis Control Commission (https://masscannabiscontrol.com/wp-content/uploads/2020/02/AMI_by_Town_2.24.20.pdf) and any updates thereto. Applicants will be asked to complete a Form 4506-T to verify income. Applicants must also provide proof of residency demonstrating residency in the City of Boston or an Area of Disproportionate Impact for five of the last ten years. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.
 - b. **Criteria B/C:** Court records outlining a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction

in other jurisdictions. Applicants must also provide proof of residency demonstrating residency in the Commonwealth of Massachusetts for the last calendar year. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.

3. Proof of mortgage prequalification at the time of the application;
4. Proof of preapproval.

Measurements:

Annually upon renewal, the Heritage Club will provide the following measurements to demonstrate its progress towards achieving its goals

- ▶ Heritage Club will provide financial records from its home buying assistance program to demonstrate it contributed \$150,000 each year
- ▶ Heritage Club will provide a checklist demonstrating how each recipient qualified for the program

Disclosures:

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

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001397504

1. The exact name of the limited liability company is: THE HERITAGE CLUB, LLC

2a. Location of its principal office:

No. and Street: 46 ADAMS ST
APT C1
City or Town: BOSTON State: MA Zip: 02122 Country: USA

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

No. and Street: 46 ADAMS ST
APT C1
City or Town: BOSTON State: MA Zip: 02122 Country: USA

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

THE CORPORATION IS INITIALLY ORGANIZED TO CULTIVATE, MANUFACTURE, SELL, AND DISTRIBUTE PRODUCTS CONTAINING CANNABIS FOR ADULT USE. THE CORPORATION IS PERMITTED TO SEEK LICENSURE FROM THE CANNABIS CONTROL COMMISSION AND ALL APPLICABLE MASSACHUSETTS REGULATORY AGENCIES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ADENIKE JOHN
No. and Street: 46 ADAMS ST
APT C1
City or Town: BOSTON State: MA Zip: 02122 Country: USA

I, ADENIKE JOHN 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	ADENIKE JOHN	46 ADAMS ST BOSTON, MA 02122 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	ADENIKE JOHN	46 ADAMS ST BOSTON, MA 02122 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ADENIKE JOHN	46 ADAMS ST BOSTON, MA 02115 UNI

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of August, 2019,
ADENIKE JOHN

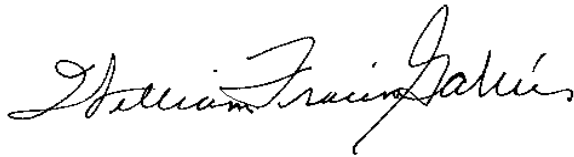
(The certificate must be signed by the person forming the LLC.)

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:

August 14, 2019 02:42 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

May 20, 2021

TO WHOM IT MAY CONCERN:

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

THE HERITAGE CLUB, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 14, 2019**.

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

I also certify that the names of all managers listed in the most recent filing are: **ADENIKE JOHN**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ADENIKE JOHN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

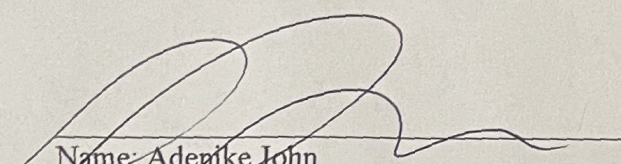
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Adenike John, an authorized representative of The Heritage Club, LLC, certify that the company does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Name: Adenike John

Entity: The Heritage Club, LLC

5/27/31
Date

**OPERATING AGREEMENT
OF
THE HERITAGE CLUB, LLC**

This Operating Agreement (the “**Agreement**”) of The Heritage Club, LLC (the “**Company**”), executed on this May 24, 2021 and effective as of August 14, 2019 (the “**Effective Date**”), is entered into by and between the Company and Adenike John, as the single member of the Company (the “**Member**”).

RECITALS

WHEREAS, the Company was formed as a limited liability company on August 14, 2019 by the filing of a certificate of organization (“**Certificate of Organization**”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the “**MLLCA**”); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth in this Agreement.

NOW, THEREFORE, the Member and the Company agree as follows:

Section 1 Name. The name of the Company is The Heritage Club, LLC.

Section 2 Purpose. The general character of the Company is to purchase and own real estate, together with any and all other lawful acts or activities for which limited liability companies may be formed under the MLLCA and to engage in any and all necessary or incidental activities.

Section 3 Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

Section 4 Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 46 Adams St, #C1, Boston, MA 02122, or such other location as the Member may designate.

(b) Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Certificate of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

Section 5 Members.

(a) Initial Member. The Member owns one hundred percent (100%) of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

Adenike John
46 Adams Street, C1
Boston, MA 02122

(b) Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

Section 6 Management.

(a) Management of the Company. The operations and affairs of the Company shall be managed by a manager (the “**Manager**”). Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of managers under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Initial Manager. The initial Manager shall be Adenike John.

(c) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one (1) or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

Section 7 Liability of Member, Managers, and Officers; Indemnification.

(a) Liability of Member, Managers, and Officers. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the

Company, and the Member, the Managers, and the Officers shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

(b) **Indemnification.** To the fullest extent permitted under the MLLCA, the Member, Managers, and Officers (irrespective of the capacity in which it acts) shall be hereby indemnified by the Company and entitled to advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member, Manager, and Officers relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member, Manager, or Officers on behalf of the Company; provided, however, that any indemnity under this **Section 7(b)** shall be provided out of and to the extent of Company assets only, and neither the Member, Manager, or Officers nor any other person shall have any personal liability on account thereof.

Section 8 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with **Section 12**.

Section 9 Capital Contributions. The Member may contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

Section 10 Tax Status; Income and Deductions.

(a) **Tax Status.** As long as the Company has only one (1) member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company, the Manager, nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

(b) **Income and Deductions.** All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

Section 11 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Manager, subject to the obligations of the Company and applicable law. Notwithstanding the foregoing, the Manager shall make quarterly distributions to the Member in an amount equal to the Members quarterly estimated taxes due in connection with the Member's membership interest in the Company, which shall be estimated in good faith by the Manager.

Section 12 Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Manager under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner, which sales, to the extent permitted by and subject to applicable laws, shall first be offered to the Members), and the assets of the Company or the proceeds therefrom shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file the Certificate of Cancellation in accordance with the MLLCA.

Section 13 Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.

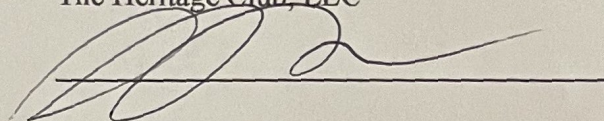
(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

The Company:

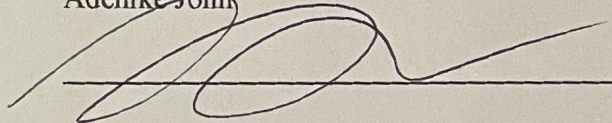
The Heritage Club, LLC

A handwritten signature in dark ink, appearing to be 'Adenike John', is written over a horizontal line.

By: Adenike John
Its: Manager

The Member:

Adenike John

A handwritten signature in dark ink, appearing to be 'Adenike John', is written over a horizontal line.



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

mass.gov/dor

Letter ID: L0723201856
Notice Date: May 27, 2021
Case ID: 0-001-185-708



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE HERITAGE CLUB LLC
46 ADAMS ST APT C1
BOSTON MA 02122-1729

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE HERITAGE CLUB LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor 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

PLAN FOR OBTAINING LIABILITY INSURANCE

The Heritage Club, LLC will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence

If adequate coverage is unavailable at a reasonable rate, the company will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. The company will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Executive Summary

Opportunity

Problem

There are a few problems we hope to solve.

- Location - Boston needs a central location for retail cannabis.
- Variety- The industry lacks variety in terms of product.
- Service- Engaging and educational experiences for new and return customers.
- Diversity- Diverse business ownership in the cannabis space.

Solution

The Heritage Club is a mission driven company seeking multiple adult-use licenses for a vertically integrated cannabis business, providing quality product, variety & delivery. The company plans to launch in MA, and expanding throughout New England.

We have found the ideal location in Charlestown, MA, where we would like to open our first retail location. Alongside this business, we will also be adding in a Delivery-Only Retail License, in a different municipality.

Market

National Statistics

- Estimated at \$55 billion; \$5 billion on the legal market (Business Insider)
- 33 states with legalized use and sale of medical marijuana
- 11 states with legalized use and sale of recreational marijuana

MA Statistics

- 1st state on the East Coast to legalize (passed 53%)
- \$209 million YTD in Adult Use Retail Sales (CCC) *fewer than 40 Operating Retail businesses to date

Demographics of Current Licensees:

- 4.9% Women-owned
- 1.5% Minority-owned

253 Unique Businesses across all license types

131 Unique Retail Business

6 Both Minority & Women-Owned Business across all license types (2 Retail businesses)

8 Women-Owned Retail Businesses

13 Minority-Owned Retail Businesses

License types (relevant to The Heritage Club)

- Cultivator
- Microbusiness Manufacturing
- Retail
- Delivery

Barriers to Entry

- Financial
 - Start-up costs
 - Real estate holding costs • Banking
- Political
 - Host Community Agreements

Competition

Our competition would be larger Medical Dispensaries (RMDs), currently operating Recreational Retailers, and specifically other urban dispensaries. Although the illicit market still exists, as consumers compare the quality of product and consistency the recreational dispensaries offer, we believe the market will hold its own. Additionally, the option for delivery helps level the playing field.

Why Us?

Outside of diverse product offering and customer service, the edge we have over the general applicant pool is our Social-Equity applicant status, which gives us priority in the licensing process.

Nike John is from Boston, born and raised, and is dedicated to serving our community. Currently Nike is a Boston Real Estate Broker and owner of Vibe Residential. She studied Finance and Psychology at Northeastern University's D'Amore McKim School of Business.

Expectations

Forecast

We are projecting sales of \$15,000,000 in year 1 and \$20,000,000 in year 2 with a profit margin of about 22-25%. This projection assumes an average price of \$70 per customer.

Financing Needed

We are looking to raise \$1,500,000. The financing structure would ideally be equity, but we are open to the idea of a combination of equity and convertible debt. The build out and the purchase of initial product will be our biggest expenses, followed by allotments for hiring, lease expenses, and legal/administrative costs. The co-founders will draw only minimal salaries (\$60,000), starting in month 3 after commenced operations, so we can reinvest our profits into growing the business.

The phasing of Financing would be in 3 large phases, Pre Licensing, Post Provisional Licensing, and Final Licensing. The amounts would be \$150,000, \$800,000, and \$550,000.

Pre-licensing consists of drawing up building plans, applying with the municipality, the host community process, and the key milestone is securing the Host Community Agreement.

After applying with the CCC, the next steps are locking in the development team with a deposit, obtaining a provisional license, building out the space, and beginning the hiring process. The final phase of licensing is where we will close out any permits, review the space with the Commission, and hire the rest of our team before we launch.

Opportunity

Problem & Solution

Problems Worth Solving

The 4 key problems we see are location, service, and diversity:

1. The Commonwealth has 191 retail licensees, but very few recreational dispensaries are located in Boston. The most convenient retail location near downtown Boston is NETA in Brookline, just off the Brookline Village T stop, and Pure Oasis in Dorchester, which is not near the T.
2. Customers need better quality product as well as variety. Currently, the industry is dominated by a few large wholesalers and RMDs, which limits the offering and price competition for recreational retailers.
3. We believe there needs to be a focus on customer service, which includes consumer education. Current online menus share little information for new users and the in-store experience is brief and lacks and misses the opportunity for relationship building with customers.
4. Throughout the industry, there is also a need for more Minority and Women-Owned businesses. Black-Owned dispensaries are rare and we believe this is very important considering the effects of previous regulation and the history of this industry.

Our solution

The Heritage Club is a social-equity applicant seeking an adult-use license in Charlestown providing quality product, variety & delivery. Ultimately we would like to be a vertically integrated cannabis business.

We have found the ideal location in Charlestown, MA. Although we have a convenient location within walking distance of the T, we also offer parking, curbside pick up, and delivery. We plan to be open Monday through Sunday from 9 a.m. to 9 p.m., as allowed per municipality and community guidelines.

Our goal is to carry both large wholesaler products as well as craft products. A key to our success will be providing a high level of customer service for returning users and education as needed for new users. The educational content on our website will be another way we differentiate ourselves from the other dispensaries. Our website will be easy to use, memorable, and educational.

Target Market

Our Charlestown location is well situated to serve the downtown Boston area, the neighboring towns of Somerville and Medford, as well as traffic along the Northside of 93 for both in-store retail and pick-up.

At full operation, an average of 100,000 cars drive on I-93 daily and 200,000 riders ride the orange line just a block away. Cambridge is the 18th busiest street in Boston. As Boston reopens, we will capture commuters, downtown office workers, 21+ young professionals, and the weekend crowd out for evening entertainment at encore.

Competition

Competitors and Industry Leaders

NETA (medical & recreational)

- Brookline
- Northampton

Revolutionary Clinics

- *Fresh Pond
- Central Square
- Somerville

Caroline's Cannabis (1st Woman-owned Adult-Use dispensary)

- Uxbridge

Curaleaf (additional locations nationwide)

* locations offering medical marijuana only

- Hanover*

- Oxford*

Sira Naturals

- Cambridge (temporarily closed)
- Somerville
- Needham*

Pure Oasis (1st Economic

Empowerment applicant approved for final license)

- Dorchester

Our advantages

Our location is unrivaled due to its high traffic, walkability, and on-site parking. Our delivery will be done in-house, which is another differentiator allowing us to compete on price and quality-control, as e-commerce and delivery in the regulated markets becomes the norm.

Staying true to our mission is another way we will differentiate ourselves. We believe that, in addition to basic needs—such as shelter and food— access to education is the key to financial freedom.

We plan to incorporate giving back to the Charlestown community, the Boston community, and Areas of Disproportionate Impact. A few areas we would like to focus on are:

- Low income housing- Closing Cost Assistance Program
- College Prep and Advisory
- Wellness Initiatives

We also have cost savings as Social Equity applicants. Program Waivers include:

- Application fees waived (Not including costs of background checks.)
- 50% off Annual License Fees
- Seed-to-sale SOR monthly program fees waived (Not including other system costs)

Execution

Operations

Regulatory Requirements

Security

Locations & Facilities

The location is the keystone of our business. We will be running the recreational dispensary out of 116 Cambridge St in Charlestown which is 3000 -square-foot space in Boston. The size allows us the space we need to get started during limited retail, but also room for more customers over the next 3 years.

Key planned hires

Our two founders have the skills and dedication needed to get this dispensary up and running in the first year. We have the financial savvy and legal expertise along with a network of advisors to call on as needed. Where we will spend the bulk of hiring budget is in adding a middle layer of supervisory talent to organize and oversee our expanding staff of sales associates and delivery drivers.

Milestones & Metrics

Milestones Table

Milestone	Due Date
Host Community Agreement	May 24, 2021
CCC Application	May 25, 2021
Provisional License	August 2021
Build Out Space	July - September 2021
Hiring	July - September 2021
Purchase Initial Product	October 2021
Final License	October 2021
Launch Dispensary	November 2021

Company

Overview

Ownership & Structure

The Heritage Club LLC is registered as a limited-liability corporation, and has elected to taxed as a corporation. No outside investors are involved at this point in time, although there might be an opportunity for that as the business grows.

Advisors & Strategic Partners

Legal

- Vicente Sederberg- Phillip Silverman, Esq. and Rebecca Rutenberg

Banking- Century Bank

CPAs

- Citrin Cooperman (Providence, RI) - Mitzi Hollenbeck (Partner)
- Withum

HR & Benefits- Adaptive HR- Scott Newman

Insurance- Gilbert Insurance- David Gilbert

Operations

- Laury Lucien, Esq.- Owner of Major Bloom, Professor of Cannabis Law at Suffolk University

Safety

- Dr. Robin Reed, MBA, MPH Candidate

Real Estate

- Architecture- Cornelia Szustka
- Build Out- Valiant America- Niall McManus

Financial Plan

Forecast

Key assumptions

Retail annual revenue projections= \$10-20M/location

MA Wholesale cannabis = \$2500/lb.

Retail Prices: \$3,480/lb. (Sold by the quarter oz) \$6400/lb. (Sold by the eighth oz. at \$50)

Adult use marijuana is subject to:

- State sales tax: 6.25%
- State excise tax: 10.75%
- Local option for cities or towns: up to 3% Total: up to 10% not including Federal income tax

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), The Heritage Club, LLC (“Heritage Club”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Heritage Club agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), Heritage Club will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Heritage Club will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Heritage Club will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children.**

Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.” Pursuant to 935 CMR 500.105(6)(b), Heritage Club packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Heritage Club’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

The Heritage Club, LLC (“Heritage Club”) will comply with the following sanitary requirements:

1. Any Heritage Club agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Heritage Club agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Heritage Club’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Heritage Club’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Heritage Club’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Heritage Club will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Heritage Club’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Heritage Club’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Heritage Club’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Heritage Club will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Heritage Club acknowledges and understands that the Commission may require Heritage Club to demonstrate the intended and actual use of any toxic items found on Heritage Club’s premises;

11. Heritage Club will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Heritage Club's needs;
12. Heritage Club's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Heritage Club will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Heritage Club will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Heritage Club will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Heritage Club's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Heritage Club will ensure that Heritage Club's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Heritage Club will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Heritage Club to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Heritage Club will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will 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.

Any Independent Testing Laboratory relied upon by Heritage Club for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Heritage Club's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Heritage Club's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Heritage Club's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Heritage Club acknowledges and understands that the Commission may require additional testing.

Heritage Club's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Heritage Club and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Heritage Club will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Heritage Club acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Heritage Club's marijuana at a laboratory providing marijuana testing services will comply with 935

CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Heritage Club for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Heritage Club's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Heritage Club will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package;
and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Heritage Club will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample;
and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

The Heritage Club, LLC (“Heritage Club”) will securely maintain personnel records, including registration status and background check records. Heritage Club will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

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

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Heritage Club will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Heritage Club will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Heritage Club or the Commission.

Personnel Policies and Training

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

Heritage Club will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Heritage Club operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

The Heritage Club, LLC (“Heritage Club”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Heritage Club documents. Records will be stored at Heritage Club in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Heritage Club is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Heritage Club’s quarter-end closing procedures. In addition, Heritage Club’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Heritage Club.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Heritage Club and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Heritage Club will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Heritage Club will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer

- Heritage Club will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.

- Incident Reporting Records

- Within ten (10) calendar days, Heritage Club will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Heritage Club for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Heritage Club's jurisdiction on request.

- Visitor Records

- A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

- Waste Disposal Records

- When marijuana or marijuana products are disposed of, Heritage Club will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Heritage Club agents present during the disposal or other handling, with their signatures. Heritage Club will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Heritage Club is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records
 - Heritage Club will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Heritage Club's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Heritage Club shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Heritage Club closes, all records will be kept for at least two (2) years at Heritage Club's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Heritage Club will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Heritage Club's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Heritage Club's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Heritage Club operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Heritage Club, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Heritage Club's website.
- Policies and procedures for the handling of cash on Heritage Club premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Heritage Club shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should

include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Heritage Club will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

The Heritage Club, LLC's ("Heritage Club") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Heritage Club.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Heritage Club determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Heritage Club shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

The Heritage Club, LLC (“Heritage Club”) will ensure that all employees hired to work at a Heritage Club facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

Heritage Club will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Heritage Club discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Heritage Club will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Heritage Club’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Heritage Club Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Heritage Club or by a third-party vendor engaged by the Heritage Club. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Heritage Club Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Heritage Club Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Heritage Club Agents which shall include:
 - Conduct of Heritage Club Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Heritage Club will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Heritage Club’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Heritage Club Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Heritage Club to maintain designation as a Responsible Vendor. Once the Heritage Club Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

The Heritage Club, LLC (“Heritage Club”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Heritage Club will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Heritage Club is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Heritage Club will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Heritage Club is in the process of considering opportunities for renewable energy generation (including wind and solar options). Heritage Club’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Heritage Club may reconsider at a future date. Heritage Club will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Heritage Club is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Heritage Club will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Heritage Club also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify

other potential energy saving programs and initiatives. Heritage Club will also coordinate with its utility companies to explore any energy efficiency options available to Heritage Club.

Diversity Plan

As a Boston Equity Program applicant and Cannabis Control Commission Social Equity Program participant, Heritage Club has a deep-rooted commitment to developing a collaborative workforce that bridges the gaps between gender and racial disparities and promotes self-pride. As a BIPOC and LGBTQ+ owned business, Heritage Club believes it has an opportunity to transform values into action through a robust hiring program that is inclusive for all.

Heritage Club seeks to hire a staff that is 100% comprised of diverse or local employees. Of this 100% diverse or local staff, Heritage will specifically seek to meet the following hiring benchmarks in its efforts to promote diversity or inclusion:

- ▶ Over 50% of employees will identify as women or nonbinary;
- ▶ Over 50% of employees will identify as people of color or from immigrant backgrounds;
- ▶ Heritage Club will make best efforts to hire a staff where more than 10% of employees identify as veterans, 10% of persons identify as persons with disabilities, and 10% of employees identify as LGBTQ+.

Although employment law may preclude Heritage Club from collecting certain data, it will take active measures to ensure that it provides a supportive work environment for people who identify as LGBTQ+ or people with physical or mental disabilities as further outlined through the employment section of this application.

The Company will work to identify, target, and retain a diverse and qualified staff of local candidates through outreach and recruitment. Heritage Club will take actions and initiatives which demonstrate that it is a diverse and inclusive employer of choice, including hosting job fairs, advertise in diverse publications, and alignment with City employment programs. Heritage Club will:

- Host career fairs no less than twice annually that are publicized through diverse media, online social media platforms, local workforce development agencies, and Heritage Club's employees. Career fairs will be held in close proximity to public transit and will occur at various hours to accommodate individuals who are employed or may have childcare challenges;
- Advertise all job postings whenever an open position is available (no less than once per year) and events via and in conjunction with the following organizations and websites:
 - MassHire;
 - Operation Exit- for those returning from incarceration;
 - Equitable Opportunities Now (EON)- Job Fairs;
 - Mayor's Office of Returning Citizens;
 - Mayor's Office of Economic Development;
 - Diverse online publications such as BlackJobs.com, United Latino Job Bank, LatPro.com, Black Career Network, HBCU Connect, Asian

Hires, NAACP Career Center, iHispano, and Diversity Inc.;

- Local advertisements in newspapers such as The Rainbow Times and the Bay StateBanner;
- Encouraging employees to refer candidates for employment; and
- As further outlined later in this application, Heritage Club will provide a living wage, comprehensive benefits, paid training and workforce development throughout the tenure of their employment , and uniform stipends and will publicizethis information within job postings.

Beyond the measurement practices outlined in connection with this metric, Heritage Club will regularly conduct intermittent analyses of its recruitment practices to ensure they are in alignmentwith its goals surrounding equity and inclusion.

Heritage Club will establish a Diversity & Inclusion Accountability Counsel to ensure a collaborative process is used in its goal to create a culture that welcomes collaboration, encourages fairness, promotes trust and maximizes the confidence, retention and diversity among our employees. Heritage Club recognizes that an inclusive process is required to promote engagement of all members of the community and will ensure employees at have opportunities to join at all levels, including part-time or entry-level employees.

Periodically, the Company will hold interviews with employees to identify the strengths and opportunities for improvement and conduct regular follow-up meetings with employees to monitorprogress on diversity and inclusion initiatives.

Measurement:

Heritage Club will use the following metrics to assess its progress and will report back annually to the Board:

- ▶ Whether 100 percent of employees identify as local or diverse and, specifically whether over 50% of employees will identify as women or nonbinary; over 50% of employees will identify as people of color or from immigrant backgrounds; and Heritage Club will make best efforts to hire a staff where more than 10% of employees identify as veterans, 10 percent of employees are persons with disabilities, and 10% are people who identify as LGBTQ+.
- ▶ (Quantitative data source: human resources records);
- ▶ Whether it held two job fairs each year and whether over 50 percent of attendees identified as local or diverse (Quantitative data source: sign in records, recordings of meetings);
- ▶ Percentage of attendees at job fairs that applied for a job and percentage of employees thatattended a job fair (Quantitative data source: human resource records);
- ▶ Whether Heritage Club posted opportunities for employment in diverse media outlets and/or job websites whenever a job became available. (Data source: postings).

Disclosures:

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

Any actions taken, or programs instituted, by the applicant will not violate the Commission's relative to ownership or control limitations or other state law.