



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

**License Number:** MR283559  
**Original Issued Date:** 11/05/2020  
**Issued Date:** 11/18/2021  
**Expiration Date:** 11/20/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** Webber Road Ops, LLC

**Phone Number:** 860-508-9929  
**Email Address:** maura@pioneercannabiscompany.com

**Business Address 1:** 275 Sturbridge Road  
**Business City:** Brimfield  
**Business State:** MA  
**Mailing Address 1:** 199 Anna Farm Road East  
**Mailing City:** North Stonington  
**Mailing State:** CT

**Business Address 2:**  
**Business Zip Code:** 01010  
**Mailing Address 2:**  
**Mailing Zip Code:** 06359

## 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?:**  
yes  
**If no, describe the circumstances below:**

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

**Person with Direct or Indirect Authority 1**

**Percentage Of Ownership:** 9.99  
**Percentage Of Control:** 100  
**Role:** Executive / Officer  
**Other Role:**

First Name: Maura Last Name: Doyle Suffix:  
Gender: Female User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 35.15 Percentage Of Control:  
Role: Owner / Partner Other Role:  
First Name: Adrian Last Name: Higgins Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 35.15 Percentage Of Control:  
Role: Owner / Partner Other Role:  
First Name: Christopher Last Name: Kenny Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 70.3  
Entity Legal Name: HK Holdings, LLC Entity DBA: DBA City:  
Edgartown  
Entity Description: Domestic Limited Liability Company  
Foreign Subsidiary Narrative:  
Entity Phone: Entity Email: Entity Website:  
Entity Address 1: Entity Address 2:  
Entity City: Entity State: Entity Zip Code:  
Entity Mailing Address 1: Entity Mailing Address 2:  
Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:  
Relationship Description: HK Holdings is owned by Chris Kenny and Adrian Higgins. They are the majority owners of Webber Road Ops LLC and have appointed Maura Doyle as the CEO of Webber Road Ops LLC to manage all business operations.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 275 Sturbridge Road

Establishment Address 2:

Establishment City: Brimfield

Establishment Zip Code: 01010

Approximate square footage of the establishment: 1500

How many abutters does this property have?: 2

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	Zoning Compliance Plan.pdf	pdf	5f11256054fcae70383a860a	07/17/2020
Community Outreach Meeting Documentation	Community Outreach Materials (B&W).pdf	pdf	5f11f3b654fcae70383a8910	07/17/2020
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	5f15f6635272ec7447e7a165	07/20/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$20000

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5f1f22c51c4abd74527f4fbc	07/27/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Other Role:  
First Name: Maura Last Name: Doyle Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 2

Role: Other Role:  
First Name: Adrian Last Name: Higgins Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 3

Role: Other Role:

First Name: Christopher Last Name: Kenny Suffix:

RMD Association: Not associated with an RMD

Background Question: no

**ENTITY BACKGROUND CHECK INFORMATION**

Entity Background Check Information 1

Role: Partner

Other Role:

Entity Legal Name: HK Holdings, LLC

Entity DBA:

Entity Description: Domestic Limited Liability Company

Phone: 508-560-5514

Email: cmk623@aol.com

Primary Business Address 1: 65 Weeks Lane

Primary Business Address 2:

Primary Business City: Edgartown

Primary Business State: MA

Principal Business Zip Code: 02539

Additional Information:

**MASSACHUSETTS BUSINESS REGISTRATION**

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Executed Operating Agreement - Webber Road Ops LLC.pdf	pdf	5efa7b3d7babe37ab6e48544	06/29/2020
Department of Revenue - Certificate of Good standing	Webber Road Ops, LLC - Certificate of Good Standing - DRS.pdf	pdf	5f04f8be8a595d6c102599ca	07/07/2020
Secretary of Commonwealth - Certificate of Good Standing	Webber Road Ops, LLC - Certificate of Good Standing - 2020-06-29.PDF	pdf	5f04f8d0b9c15e6c26b90543	07/07/2020
Articles of Organization	Webber Road OPS LLC - Certificate of Organization - filed 11-8-19.aspx[5].pdf	pdf	5f04f8f35a7aee7aa489a16c	07/07/2020
Secretary of Commonwealth - Certificate of Good Standing	MADept of Unemployment Assistance - Cert of Good Standing.pdf	pdf	5f15f4cc5272ec7447e7a15d	07/20/2020
Secretary of Commonwealth - Certificate of Good Standing	DBA Filing.pdf	pdf	5f15f5004601b5701e614856	07/20/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Webber Road Ops, LLC - Certificate of Good Standing - DRS.pdf	pdf	613b639fb9f60d076b8d7323	09/10/2021
Department of Unemployment Assistance - Certificate of Good standing	Webber Road Ops, LLC - Certificate of Good Standing - MADept of Unemployment Assistance.pdf	pdf	613b63a125900e079f2b7318	09/10/2021
Secretary of Commonwealth - Certificate of Good Standing	Webber Road Ops, LLC - Certificate of Good Standing - Sec of Commonwealth.pdf	pdf	613b63a4d905310789ae4e6f	09/10/2021

Massachusetts Business Identification Number: 001407596

Doing-Business-As Name: Pioneer Cannabis Company

DBA Registration City: Brimfield

## BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5f1125aacb97e3700c53412c	07/17/2020
Business Plan	Business Plan.pdf	pdf	5f1eaf55c124977059ce7ec0	07/27/2020
Proposed Timeline	WRO - Timeline Notes Updated 2021.pdf	pdf	612a5394ac541007407124c0	08/28/2021
Proposed Timeline	WRO - Timeline Updated 2021.pdf	pdf	613b80d4e1409107697587ed	09/10/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products.pdf	pdf	5f1125f19adff6745ddd49da	07/17/2020
Separating recreational from medical operations, if applicable	Separating Rec. from Med.pdf	pdf	5f1125f24601b5701e613f26	07/17/2020
Restricting Access to age 21 and older	Restricting Access to Age 21+.pdf	pdf	5f1125f244827474644e90dc	07/17/2020
Security plan	Security Plan.pdf	pdf	5f1125f462a1117473fb6bfc	07/17/2020
Prevention of diversion	Diversion Prevention.pdf	pdf	5f1125f49a9ccf70437a597b	07/17/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5f11261b1c4abd74527f3417	07/17/2020
Transportation of marijuana	Transportation.pdf	pdf	5f11261d8767bb7013cb0268	07/17/2020
Inventory procedures	Inventory.pdf	pdf	5f11261e9adff6745ddd49de	07/17/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5f11261f4601b5701e613f2a	07/17/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5f11262273630b702d45c441	07/17/2020
Personnel policies including background checks	Personnel Policies.pdf	pdf	5f1126545272ec7447e7983f	07/17/2020
Record Keeping procedures	Record Keeping Policy.pdf	pdf	5f112656c124977059ce6537	07/17/2020
Maintaining of financial records	Financial Record Keeping.pdf	pdf	5f1126571c4abd74527f341b	07/17/2020
Qualifications and training	Employee.pdf	pdf	5f11265b4601b5701e613f2e	07/17/2020
Diversity plan	Diversity Plan.pdf	pdf	5f36b85edaa09e087b89d5a3	08/14/2020

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Adequate Patient Supply.pdf	pdf	613b882323f64d0753650e67	09/10/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Reasonable Substitutions of Marijuana Types.pdf	pdf	613b882be014b807395c854d	09/10/2021

## ATTESTATIONS

Date generated: 05/02/2022

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

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

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

**Notification:**

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

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

**Notification:**

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

Progress or Success Goal 1

**Description of Progress or Success:** While we are not yet operational - we have made great steps towards meeting the goals of our Positive Impact Plan. Outlined in attached document.

**COMPLIANCE WITH DIVERSITY PLAN**

Diversity Progress or Success 1

**Description of Progress or Success:** While we are not yet operational - we have made steps towards meeting the goals of our Diversity Plan. Outlined in attached document and documentation of relationships with vendor partners included.

**HOURS OF OPERATION**

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

## *Webber Road Ops, LLC*

### **Plan to Remain Compliant with Local Zoning**

The Town of Brimfield amended its zoning code at a Town Meeting on May 20, 2019, to allow the dispensing of marijuana for adult-use in the Business District.

Webber Road Ops, LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 275 Sturbridge Road, Brimfield, MA 01010. This site is located in the Business District zone, which permits the operation of a marijuana establishment, specifically a marijuana retail facility pursuant to Section 12 of the Zoning Bylaw and the table of use regulations for the Business District, subject to the granting of a Special Permit from the Zoning Board of Appeals (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana retail facility with town officials, including the building department and police department and has appeared before the Board of Selectmen. The Company has also entered into a host community agreement with the Town. The Company is scheduled to appear before the Board on July 21, 2020 for its first hearing for a special permit and anticipates receipt of a Special Permit by September.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Maura K. Doyle, Owner and Member of the Board of Managers will be responsible for ongoing compliance with local and state rules and regulations.

### **11.2.3 Variances**

To authorize upon appeal, or upon petition in cases where a particular use is sought for which no permit is required, with respect to a particular parcel of land or to an existing building thereon a variance from the terms of this bylaw where, owing to conditions especially affecting such a parcel or such building but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of this bylaw would involve substantial hardship, financial or otherwise to the appellant, and where desirable relief may be granted without substantial detriment to the public good and without substantially derogating from the intent or purpose of this bylaw, but not otherwise. Nothing in this bylaw shall be construed as granting the Board of Appeals the power to authorize a use or activity not otherwise permitted in the district in which the land or structure is located. [amended September 1980]

### **11.3 Amending Zoning Bylaws**

This bylaw may be amended from time to time at an Annual or Special Town Meeting in accordance with the provisions of Section 5 of Chapter 40A.

### **11.4 Validity**

The invalidity of any section or provision of this bylaw shall not invalidate any other section or provisions thereof.

### **11.5 Duties of Building Inspector: Applications and Permits**

Any building, sign or structure to be erected, altered or changed in use shall require a building permit from the Inspector of Buildings.

The Inspector of Buildings shall first determine that no town bylaw affecting land, building or structure has been or will be violated, and may require any information needed in order to determine the legality or illegality of the proposed use. Any application for such a permit shall be accompanied by a site plan, showing the shape and dimensions of the building, lot to be built on including the locations and size of all buildings or structures affected.

The Inspector of Buildings shall take action in writing on an application for a permit, either granting the permit or disapproving the application, within thirty (30) calendar days of receipt of the application.

Buildings begun but not completed within two (2) years of the date of the permit shall be deemed a violation of this bylaw enforcement shall fall under Section 11.1 Enforcement. [adopted May 1975; amended May 2008]

## **Zoning Bylaw Section 12: Adult Use Marijuana Establishments**

### **1. Purpose.**

The purpose of this Section is to regulate the time, place and manner of Registered Marijuana Dispensaries and Adult Use Marijuana Establishments. The zoning will serve to preserve the character of the community and create a place for the public to have access to legal marijuana while mitigating community impact. This Bylaw shall provide regulations and criteria that will support the

public's right to access legal marijuana, protect the public health, safety, and well-being and expand new growth for the tax base.

## 2. Scope.

This Section relates to Marijuana Establishments authorized by General Laws, Chapter 94G, and to Registered Marijuana Dispensaries authorized by General Laws, Chapter 94I.

## 3. Definitions.

The terms used herein shall be interpreted as defined in the regulations governing Adult Use of Marijuana (935 CMR 500.00) and otherwise by their plain language.

**Commission:** The Cannabis Control Commission established by M.G.L. c.10, s.76 with authority to implement the state marijuana laws, including, M.G.L. c.94I, and M.G.L. c.94G, and all related regulations, including 935 CMR 500.00, 935 CMR 501.00 and 935 CMR 502.00.

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

**Hemp:** The plant of the genus Cannabis or any part of the plant, whether growing or not, with a delta-9-tetrahydrocannabinol concentration that does not exceed 0.3% on a dry weight basis of any part of the plant of the genus Cannabis, or per volume or weight of cannabis or marijuana product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus Cannabis regardless of moisture content.

**Host Community Agreement:** An agreement, pursuant to M.G.L. c.94G, s.3 (d), between a Marijuana Establishment and a municipality setting forth additional conditions for the operation of a Marijuana Establishment, including stipulations of responsibility between the parties.

**Independent Testing Laboratory:** A laboratory that is licensed by the Commission in accordance with 935 CMR 500.00

**Manufacture:** To compound, blend, extract, infuse or otherwise make or prepare a marijuana product.

**Marijuana Cultivation:** The use of land and/or buildings for planting, tending, improving, harvesting, processing and packaging, preparing and maintaining soil and other media and promoting the growth of marijuana by a marijuana cultivator, micro-business, research facility, craft marijuana cultivator cooperative, registered marijuana dispensary or other entity licensed by the Commission for marijuana cultivation. Such use shall not constitute a "Farm or nursery" under Section 3.4.2, an Agricultural use under Section 3.16.1 or a Forestry and nursery use under Section 3.16.2 and is not agriculturally exempt from zoning.

**Marijuana Cultivator**: An entity licensed by the Commission to cultivate, process and package marijuana, to transfer marijuana to other Marijuana Establishments, but not directly to consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.

**Marijuana Establishment**: A 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 business, except a Medical Marijuana Treatment Center (Registered Marijuana Dispensary).

**Marijuana Microbusiness**: A Marijuana Establishment that can be either a Marijuana Cultivator or Product Manufacturer or both, licensed in accordance with the requirements of 935 CMR 500.00.

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

**Marijuana Product Manufacturer**: An entity licensed to obtain, manufacture, process and package marijuana or marijuana products and to transfer these products to other Marijuana Establishments, but not directly to consumers.

**Marijuana Retailer**: An entity licensed to purchase and transport marijuana or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Retailers are prohibited from delivering marijuana or marijuana products to consumers and from offering marijuana or marijuana products for the purposes of onsite social consumption on the Premises of a Marijuana Establishment.

**Registered Marijuana Dispensary (RMD)**: Also known as a Medical Marijuana Treatment Center, means a not-for-profit entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products (“MIPs”), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

**Third Party Marijuana Transporter**: An entity, that is licensed to purchase, obtain, and possess marijuana or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution to Marijuana Establishments, but not directly to consumers.

**Premises**: Any indoor or outdoor location over which a Marijuana Establishment or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

**Process or Processing**: To harvest, dry, cure, trim and separate parts of the marijuana or marijuana plant by manual or mechanical means, except it shall not include manufacturing of marijuana products as defined in 935 CMR 500.002.

**Marijuana Research Facility:** An entity licensed to engage in marijuana research projects by the Commission.

#### **4. Location of Marijuana Establishments.**

**4.1** Marijuana Retailers and RMDs offering retail sale of Marijuana and/or Marijuana Products, shall be allowed in the Business District only by special permit from the Zoning Board of Appeals. No more than two special permits shall be issued for Marijuana Retailer uses.

**4.2** All other types of Marijuana Establishment and RMD shall be allowed by special permit from the Zoning Board of Appeals in either the Business District or the Residential/Agricultural District. No more than two special permits shall be issued for Marijuana Cultivators.

**4.3** No Marijuana Establishment shall be located within 1,500 feet of any public or private school.

**4.4** All Marijuana Establishments and RMDs shall be fully enclosed within a building. No Marijuana Establishment shall be located within 300 feet of any other business or residence. Distance shall be measured by a straight line from the nearest point of the building in question to the nearest point of the building in which the Marijuana Establishment is or will be located.

**4.5** With the exception of a licensed Marijuana Transporter, no Marijuana Establishment or RMD shall be permitted to operate from a moveable, mobile or transitory location.

**4.6** Home Occupation: Marijuana Establishments and RMDs are not permitted as a Home Occupation, as defined within the Zoning Bylaw.

**4.7** Use Variances: Notwithstanding any other provision of this Bylaw, no use variances shall be allowed for any Marijuana Establishment or RMD.

**4.8** A special permit applicant may request that the SPGA waive the dimensional limitations of Sections 4.3 and 4.4. Such a waiver may be granted by the SPGA if it determines that the requested waiver would not be detrimental to public health, safety or welfare. The SPGA may impose any conditions, safeguards and other limitations on a waiver that it deems appropriate to protect public health, safety or welfare or to further the interests of this Bylaw.

#### **5. Time and Manner.**

**5.1 Odor:** No Marijuana Establishment or RMD shall allow the escape of odors or gases from the cultivation, processing, storage, or manufacturing of marijuana or marijuana products such that it is can be detected beyond the boundaries of the property. Every Marijuana Establishment and RMD shall incorporate odor control technology, to the extent necessary, to ensure that emissions are contained on the property.

**5.2 Signage:** All signage shall comply with the requirements of 935 CMR 500, and Section 6 of this Zoning Bylaw.

**5.3 Size of Marijuana Cultivators:** Marijuana Cultivators and RMDs engaging in Marijuana Cultivation shall be limited to buildings of 10,000 square feet or less in gross floor area.

**5.4 Visual Impact:** Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the Marijuana Establishment or RMD is located, and Marijuana Establishments and RMDs shall comply with the requirements of 935 CMR 500 with respect to visibility of marijuana and marijuana products. Any artificial screening device erected to eliminate the view from the public way shall also be subject to a vegetative screen and the SPGA shall consider the surrounding landscape and viewshed to determine if an artificial screen would be out of character with the neighborhood.

**5.5 Nuisance:** Marijuana Establishment and RMD operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding the Premises and adjacent properties. "Nuisance" includes, but is not limited to, disturbances of the peace, excessive pedestrian or vehicular traffic, littering, loitering, illegal parking, loud noises, excessive citation for violations of State or local traffic laws and regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public or private way (sidewalks and streets).

**5.6 Security:** The applicant shall submit a security plan to the Police Department to demonstrate that there is limited burden on the Town public safety officials as a result of the proposed Marijuana Establishment or RMD. The security plan shall include all security measures for the site and transportation of marijuana and marijuana products to and from off-site locations to ensure the safety of employees and the public and to protect the Premises from theft or other criminal activity. A letter from the Police Department to the Planning Board acknowledging receipt and approval of such a security plan shall be submitted as part of the Special Permit application.

Safety plans should mitigate any potential harm to the employees and the public including ensuring all customers are at least 21 years of age.

## **6. Adult On-Site Social Consumption.**

**6.1** On-site consumption of marijuana and marijuana products, as either a primary or accessory use, shall be prohibited at all Marijuana Establishments unless permitted by a local ballot initiative process, as allowed by M.G.L. c.94G s.3(b). The prohibition of on-site social consumption shall include private social clubs or any other establishment which allows for social consumption of marijuana or marijuana products on the Premises, regardless of whether the product is sold to consumers on site.

## **7. Criteria for Issuance of Special Permit.**

**7.1 Host Community Agreement:** No Special Permit shall be granted without first having an executed Host Community Agreement with the Town of Brimfield.

**7.2 Community Outreach Meeting:** No Special Permit application shall be deemed complete until a Community Outreach Meeting has been held in accordance with 935 CMR 500.

**7.3 State Law:** Marijuana Establishment operations shall conform at all times to M.G.L., c.94G, and regulations issued thereunder, or any successor statutes or regulations. RMD operations shall

conform at all times to M.G.L., c.94I, and regulations issued thereunder, or any successor statutes or regulations.

#### **7.4 License requirements for Marijuana Establishments:**

**7.4.1** The applicant shall submit proof that the application to the Commission has been deemed complete pursuant to 935 CMR 500.102. Copies of the complete application, to the extent legally allowed, shall be provided as part of the application to the SPGA, and no Special Permit application shall be deemed complete until this information is provided.

**7.4.2** No Special Permit shall be granted by the SPGA without the Marijuana Establishment first having been issued a Provisional License from the Commission pursuant to 935 CMR 500.

**7.4.3** No person shall operate a Marijuana Establishment without having a license in good standing from the Commission.

**7.5 Energy Use:** All Marijuana Cultivators and RMDs shall submit an energy use plan to the SPGA to demonstrate best practices for energy conservation. The plan shall include an electrical system overview, proposed energy demand, ventilation system and air quality, proposed water system and utility demand.

**7.6 Line Queue Plan:** An applicant proposing a Marijuana Retailer shall submit to the SPGA a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic along the public right of ways will not be obstructed. The SPGA may also require such a plan for RMDs offering retail sale of Marijuana and/or Marijuana Products.

**7.7 Traffic Impact Statement:** Any Marijuana Establishment open to the general public shall submit a detailed Traffic Impact Statement to the SPGA. The SPGA may also require such a plan for RMDs offering retail sale of Marijuana and/or Marijuana Products.

**7.8 Parking:** The Applicant shall demonstrate adequacy of on-site parking for the proposed use. The SPGA may, in its discretion, permit off-site parking if it determines it is in the public interest to do so.

**7.9 Permitting:** In addition to this section, the special permit shall also be governed by the requirements of Section 11.2.2. A special permit granted under this section shall have a term limited to the duration of the applicant's control and/or use of the Premises as a Marijuana Establishment. A special permit may be transferred only with the approval of the Planning Board in the form of an amendment to the special permit.

**7.10 Notice of Enforcement Order:** A Marijuana Establishment or RMD shall file notice with the Board of Selectmen, Board of Health Agent, Police Chief, and the Building Commissioner within 24 hours of receipt of any summary cease and desist order, cease and desist order, quarantine order, suspension order, revocation order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, notice of any other administrative process or legal action, denial of a license, denial of a renewal of a license, or final action issued by a state agency (including, but not limited to, the Commission and Massachusetts Department of Public Health).

**7.11 Annual Inspection:** Any operating Marijuana Establishment or RMD within the Town shall be subject to annual inspection by the Building Commissioner, the Fire Department, the Police Department, or their designee(s), to ensure compliance with this Section and with any conditions imposed by the SPGA as a condition of the Special Permit approval.

### **8. Severability.**

If any provision of this section is found to be invalid by a court of competent jurisdiction, the remainder of this section shall not be affected but shall remain in full force; or, take any other action thereon. [adopted May 2019; replaced Section 12 Marijuana Moratorium]

### **NOTES**

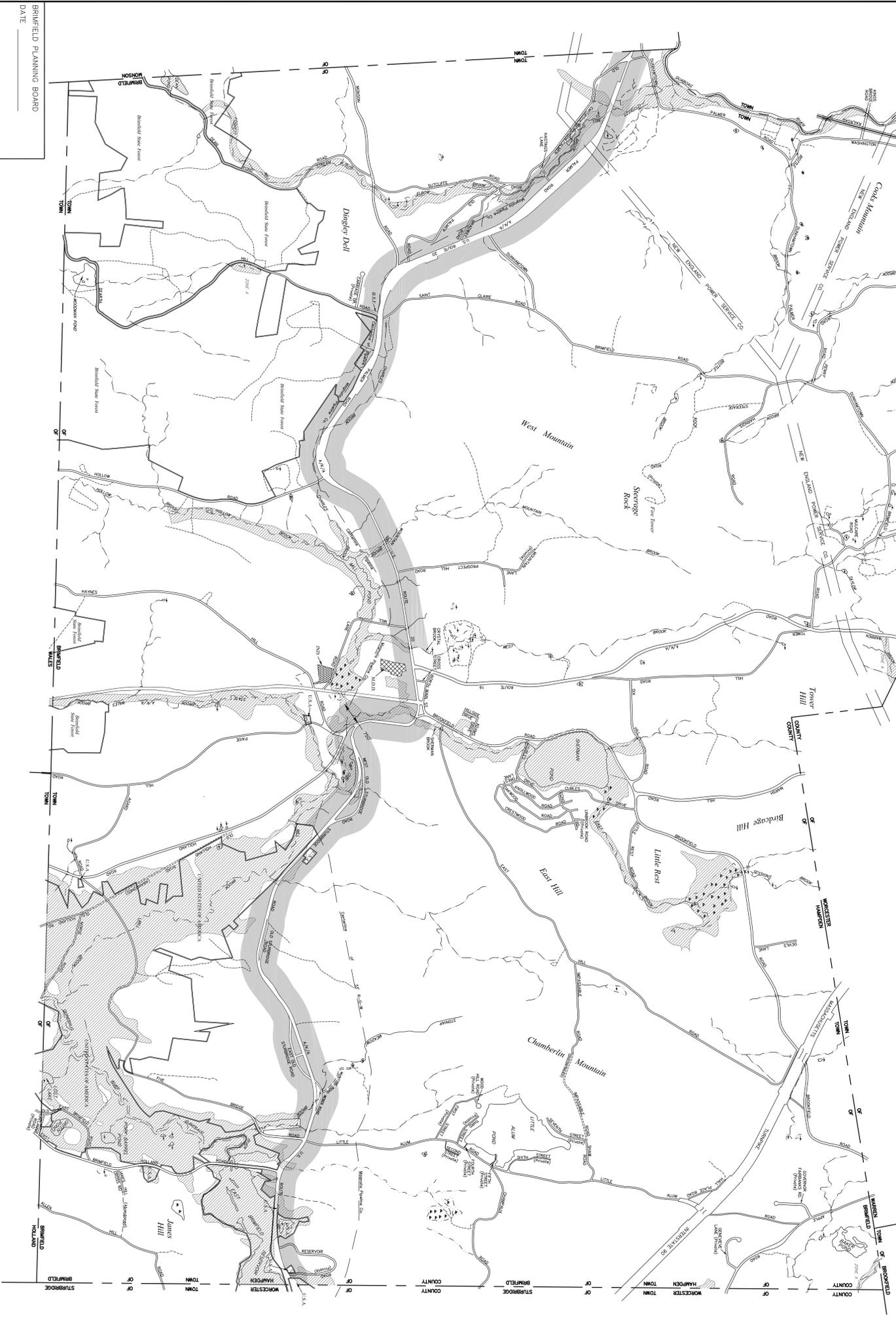
*Section 12 was deleted from the Zoning Bylaws in its entirety by a 2/3 vote of the 2014 Annual Town Meeting. Please see minutes of that meeting for complete reference pertaining to Rate of Development Bylaw which is now deleted.*

*According to Mass. General Laws, Chapter 40, Section 32, the effective date of this bylaw is the date of delivery of the bulletin or pamphlet to each occupied dwelling in the town.*

*According to Chapter 40A, Section 11 of the General Laws, the enforcement date of this bylaw is June 11, 1968, the date of the public hearing before the Planning Board.*

# ZONING MAP FOR THE TOWN OF BRIMFIELD MASSACHUSETTS

- LEGEND**
-  FLOOD PLAIN DISTRICT
  -  PER FEMA INSURANCE RATE MAP: COMMUNITY: 250125; PANELS: 0001-0020, DATED AUGUST 2, 1982
  -  SPECIAL FLOOD HAZARD AREAS DESIGNATED AS ZONE A, AO, AH, AI-30, AE, A99, V1-30, VE OR V
  -  BUSINESS DISTRICT
  -  SPECIAL FLOOD HAZARD AREAS DESIGNATED AS ZONE A, AO, AH, AI-30, AE, A99, V1-30, VE OR V
  -  AGRICULTURAL-RESIDENTIAL DISTRICT
  -  MULTIPLE DWELLING DISTRICT (M.D.D.)
  -  INDUSTRIAL DISTRICT (IND.)
  -  POWERLINE EASEMENT
  -  BROOKS, RIVERS & STREAMS
  -  OLD CART ROADS & WHEEL TRACKS
  -  PIPELINE
  -  RAILROAD TRACKS
  -  TOWN & COUNTY LINE
  -  TOWN LINE
  -  BOUNDARY OF STATE OR FEDERAL LANDS



BRIMFIELD PLANNING BOARD  
DATE \_\_\_\_\_

BRIMFIELD TOWN CLERK  
DATE \_\_\_\_\_

**JALBERT ENGINEERING, INC.**  
CIVIL ENGINEERS & SURVEYORS  
54 Main Street  
Sudbury, Massachusetts 01966-1244  
Telephone: (508) 548-1100 Fax: (508) 548-2982



PLAN DATE: 01/17/10  
DWG NUMBER: 09317

## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

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

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



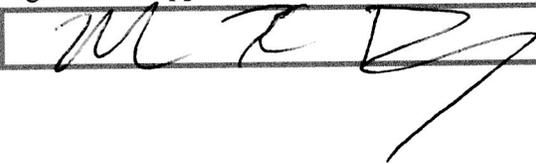
Name of applicant:

Webber Road Ops, LLC d/b/a Pioneer Cannabis Company

Name of applicant's authorized representative:

Maura K Doyle

Signature of applicant's authorized representative:



# Document A

# Public Notices

## Town of Wales

### Public Hearing

In accordance with the Wetlands Protection Act, Chapter 131, Section 40, a public hearing will be held by the Wales Conservation Commission for the Request For Determination filed by Petrie Carpentry for Brian and Stephanie Miller for the building of a deck at 55 Fountain Road in Wales.

There will be a VIRTUAL hearing on Monday, June 29, 2020 at 6:00 PM.  
6/25/2020

Edwin Rodriguez  
235 State Street  
Springfield, MA 01103  
Shelby Whalen  
Post Office Box 756  
Palmer, MA 01069

Laurie Allard  
82 Cubles Drive  
Brimfield, MA 01010  
6/18, 6/25/2020

## The Trial Court Probate and Family Court

50 State Street  
Springfield, MA 01103  
Docket No. HD20P0942PM

### In the matter of:

James B Howard, Sr.  
Of: Monson, MA  
RESPONDENT  
(Person to be  
Protected/Minor)

### CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L. c. 190B, §5-304 & §5-405

To the named Respondent and all other interested persons, a petition has been filed by James B Howard, Jr. of Monson, MA in the above captioned matter alleging that James B Howard, Sr. is in need of a Conservator or other protective order and requesting that James B Howard, Jr. of Monson, MA (or some other suitable person) be appointed as Conservator to serve With Corporate Surety on the bond.

The petition asks the court to determine that the

Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court.

**You have the right to object to this proceeding.** If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of 07/23/2020. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**IMPORTANT NOTICE**  
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or

## LEGAL NOTICE

In accordance with the provisions of the Massachusetts General Law 105A, for the purpose of satisfying the liens of LaBonte Self Storage, in order to satisfy past due rents and other expenses, the stored goods of the following named people, including household items will be sold at public lien sale at 9:00 AM on July 30, 2020, on the premises of LaBonte Self Storage, 250 Wilbraham Street, Palmer, MA :  
Angelica Roman  
1558 North Main Street  
Palmer, MA 01069

Jefferey Edberg  
27 Rockview Street  
Palmer, MA 01069  
Karen Rioux  
13A Oak Street  
Monson, MA 01057  
Jessica M. Ventura  
144 Breckenridge Street  
Palmer, MA 01069  
Melissa A. Hagen  
Post Office Box 176  
Wales, MA 01081  
6/18, 6/25/2020

Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758  
Docket No. HD20P0875

Estate of:  
Maurice Patrick Powers  
Also known as:  
Maurice P. Powers  
Date of Death: 03/22/2020

CITATION FOR  
PETITION FOR  
FORMAL  
ADJUDICATION  
To all interested parties:  
A Petition for Formal  
Probate of Will v

**NOTICE OF  
COMMUNITY  
OUTREACH MEETING**  
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **July 15, 2020 at 7:00 PM at 35 Main St, Brimfield, MA.** The proposed Marijuana Retailer, Webber Road Ops, LLC (d/b/a Pioneer Cannabis Company), is anticipated to be located at 275 Sturbridge Road, Brimfield, MA 01010. There will be an opportunity for the public to ask questions.  
6/25/2020

Commonwealth of  
Massachusetts

# WE'VE EXPANDED OUR WEB SITE PUBLIC NOTICES

# Document B

June 23, 2020

received

*Robert P. Luce*  
6/26/2020

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **July 15, 2020 at 7 PM at 35 Main St, Brimfield, MA**. The proposed Marijuana Retailer, by Webber Road Ops, LLC (d/b/a Pioneer Cannabis Company), is anticipated to be located at 275 Sturbridge Road, Brimfield, MA 01010. There will be an opportunity for the public to ask questions.

# Document C

7018 0360 0001 3500 4680

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

BRIMFIELD, MA 01010

Certified Mail Fee	\$3.55	0359
\$	\$2.85	08
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
\$	\$6.95	06/25/2020
Total Postage and Fees		



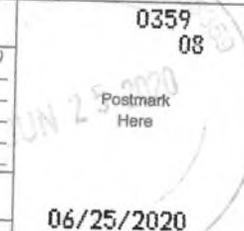
7018 0360 0001 3500 4697

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

BROOKLYN, NY 11201

Certified Mail Fee	\$3.55	0359
\$	\$2.85	08
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
\$	\$6.95	06/25/2020
Total Postage and Fees		



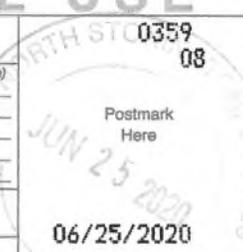
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BRIMFIELD, MA 01010

Certified Mail Fee	\$3.55	0359
\$	\$2.85	08
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
\$	\$6.95	06/25/2020
Total Postage and Fees		



NORTH STONINGTON  
391 NORWICH WESTERLY RD  
NORTH STONINGTON, CT 06359-9998  
085236-0359  
(800)275-8777

Return Receipt	06/25/2020 12:21 PM	\$2.00
USPS Return Receipt #	9590940258000034166371	
First-Class Mail®	1	\$0.55
Letter		\$0.55
Domestic		
BRIMFIELD, MA 01010		
Weight:0 Lb 0.40 Oz		
Estimated Delivery Date	Monday 06/29/2020	
Certified		\$3.55
USPS Certified Mail #	70180360000135004703	
Return Receipt		\$2.85
USPS Return Receipt #	9590940258000034166364	
First-Class Mail®	1	\$0.55
Letter		\$0.55
Domestic		
LAS VEGAS, NV 89128		
Weight:0 Lb 0.40 Oz		
Estimated Delivery Date	Monday 06/29/2020	
Certified		\$3.55
USPS Certified Mail #	70180360000135004710	
Return Receipt		\$2.85
USPS Return Receipt #	9590940258000034166357	
Total:		\$62.55

Credit Card Remitd \$62.55  
 Card Name:AMEX  
 Account #:XXXXXXXXXX3014  
 Approval #:895738  
 Transaction #:876  
 AID:A00000025010801  
 AL:AMERICAN EXPRESS  
 PIN:Not Required

Chip

\*\*\*\*\*  
Due to limited transportation  
availability as a result of



# 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:

Webber Road Ops, LLC

2. Name of applicant's authorized representative:

Maura Doyle

3. Signature of applicant's authorized representative:

*Maura Doyle*

4. Name of municipality:

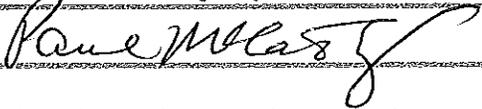
Brimfield

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

*Paw McCarthy - Selectboard Chair*



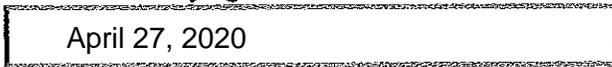
6. Signature of municipality's contracting authority or authorized representative:



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:







Maura Doyle &lt;maura@pioneercannabiscompany.com&gt;

---

**Re: Webber Road Ops Renewal**

1 message

---

**Select Board** <selectmen@brimfieldma.org>  
To: Maura Doyle <maura@pioneercannabiscompany.com>

Thu, Sep 9, 2021 at 11:28 AM

Hi Maura.

So far, it appears only the Police Department who stated \$81.02

Hope that helps.

Deb Fagerstrom - Interim Admin Assistant

*When writing or responding, please remember that the MASS Secretary of State's Office has determined that email is a public record and therefore subject to public access under the Mass Public Records Law. M.G.L.c.66§10. This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have received this email in error, and delete the copy you received. Please consider the environment before printing this e-mail.*

---

**From:** Maura Doyle <maura@pioneercannabiscompany.com>  
**Sent:** Sunday, September 5, 2021 8:56 AM  
**To:** Select Board <selectmen@brimfieldma.org>  
**Subject:** Webber Road Ops Renewal

Good Morning Members of the Select Board,

I hope everyone is doing well!

Webber Road Ops (d/b/a Pioneer Cannabis Company) provisional license is currently up for renewal with the Massachusetts Cannabis Control Commission. As part of this renewal application, and pursuant to 935 CMR 500.103(4) (f), we are required to request from you, records of any cost incurred by the Town of Brimfield, that are reasonably related to the operation of the proposed Marijuana Establishment to be located at [275 Sturbridge Rd.](#)

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.

Please accept this email as our request for the same.

Thank you and look forward to speaking with you soon!

**Maura K. Doyle**



**Pioneer**  
CANNABIS COMPANY

PioneerCannabisCompany.com

(c) 860-508-9929

Follow @PioneerBrimfield on IG & FB!

# ***Webber Road Ops, LLC***

## **Plan for Positive Impact**

Webber Road Ops, LLC (the “**Company**”) is basing its headquarters in Brimfield, MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Southbridge, Monson, and Spencer are located approximately 8, 9 and 15 miles (respectively) from 275 Sturbridge Road Brimfield, MA, 01010. Collectively, Southbridge, Monson, and Spencer shall be referred to herein as the “**Target Areas**”. Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

### **Goals:**

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana retailers and entrepreneurship, at least **twice** a year. Such educational events will specifically include, but not be limited to, information on **licensing workshops (i.e. guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview, and METRC best practices.**

### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post **monthly notices** for at least **three (3) months** during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, **The Journal Register, Southbridge Evening News, and Spencer New Leader**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

## ***Webber Road Ops, LLC***

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post weekly notices at least two (2) weeks prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, *The Journal Register, Southbridge Evening News, and Spencer New Leader*, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

### **Annual Review:**

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions;
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

**OPERATING AGREEMENT  
OF  
WEBBER ROAD OPS, LLC  
A MASSACHUSETTS LIMITED LIABILITY COMPANY**

\_\_\_\_\_  
**January 1, 2020**  
\_\_\_\_\_

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**EXHIBIT A - CERTIFICATE OF ORGANIZATION**

**SCHEDULE 1 - MEMBERS**

ARTICLE I  
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) “Adjusted Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, and further (i) increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(b) “Available Cash Flow” as used in this Agreement for any particular period, shall mean the aggregate cash revenue of the Company, revenue from sales of goods or services in the ordinary course of business, royalties, interest income, the sale of capital assets in the ordinary course of business and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, the proceeds from a Capital Transaction, the proceeds of any debt financing and the proceeds of any casualty, life or other insurance (unless otherwise determined by the Managers) less (i) the payment or amount accrued for payment of all current operating expenses and other current liabilities and obligations of the Company; (ii) any payments to Members for services rendered to the Company; (iii) debt service payments; and (iv) provisions for Reserves established by the Managers, but disregarding depreciation, amortization and other noncash deductions. For any particular period, Available Cash Flow and its components, including without limitation, the incurring of capital expenses and reserves for reasonable working capital and other requirements and appropriate investments and reinvestments of, by or in Company, shall be determined by the Consent of the Managers and shall be binding upon all Members.

(c) “Bring-Along Notice” shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(d) “Bring-Along Right” shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(e) “Capital Account” as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article V.

(f) “Capital Contribution” shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member, whenever made.

(g) “Capital Transaction” means the sale or exchange of all or substantially all of the assets of the Company or the merger or consolidation of the Company.

(h) "Certificate of Organization" shall mean the Certificate of Organization of **WEBBER ROAD OPS, LLC**, as filed with the Secretary of the Commonwealth of Massachusetts, as the same may have been and may be amended from time to time. A copy of the Certificate of Organization is attached hereto as Exhibit A.

(i) "CMR" shall have the meaning ascribed to it in Section 2.2 of this Operating Agreement.

(j) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(k) "Company" shall refer to **WEBBER ROAD OPS, LLC**.

(l) "Company Interest" shall mean with respect to each Member, such Member's interest in the profits and losses, capital and distributions of the Company as set forth on Schedule 1 attached hereto.

(m) "Company Sale" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(n) "Consent" means with respect to the Managers, a vote of a majority of the votes entitled to be cast by the Managers then in office taken at a meeting of the board of Managers, duly called and held at which a quorum was present and voting, or by a majority of the votes entitled to be cast by the Managers in a signed writing, in lieu of such a meeting.

(o) "Deficit Capital Account" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year.

(p) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such Reserves as the Manager(s) deem reasonably necessary to the proper operation of the Company's business.

(q) "Economic Interest" shall mean a Member's Economic Interest in the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Massachusetts Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Manager(s).

(r) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(s) "Entity" shall mean a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.

(t) "Final Audit Adjustment" shall have the meaning ascribed to it in Section 6.5(a) of this Operating Agreement.

(u) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(v) "Gifting Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(w) "IRS" shall have the meaning ascribed to it in Section 6.5 of this Operating Agreement.

(x) "Majority Sellers" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(y) "Manager" shall mean one or more managers within the meaning of the Massachusetts Act designated in the manner provided in this Agreement.

(z) "Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act, as amended from time to time.

(aa) "Member" shall mean the parties identified on Schedule 1 hereto, and such other parties who may hereafter be admitted as Members as permitted herein. To the extent a Manager has acquired a Membership Interest in the Company, such Manager will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent such Manager has acquired such Membership Interest in the Company and the context so requires. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(bb) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Massachusetts Act.

(cc) "Minimum Company Sales Price" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(dd) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Manager(s) at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(ee) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(ff) "Partnership Representative" shall have the meaning ascribed to it in Section 7.3 of this Operating Agreement.

(gg) "Permitted Transferee" means (i) in the case of a Member who is a natural person and is a signatory to this Agreement, any spouse, child, grandchild, brother, sister or parent of such Member and to whom Membership Interests are transferred by gift or will or the laws of descent and distribution; (ii) any trust in which all the beneficiaries are Permitted Transferees at the time of Transfer; (iii) in the case of a Member which is not a natural person and is a signatory to this Agreement on the date hereof, the partners, members, shareholders or other owners of such Member, as applicable; and (iv) in any case, are qualified to hold Membership Interests in the Company under applicable Regulations.

(hh) "Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

(ii) "Proposed Transferee" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(jj) "Regulations" means the rules and regulations related to Massachusetts-sanctioned cannabis programs, including 935 CMR 500.000 et seq., 935 CMR 501.000 et seq. and 935 CMR 502.000, as may be applicable to the Company, as the same may be amended and/or supplemented from time to time.

(kk) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager(s) for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(ll) "Sell" shall have the meaning ascribed to it in Section 8.1 of this Operating Agreement.

(mm) "Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(nn) "Super Majority" a vote of Members holding at least two-thirds (2/3) of the Membership Interests, either taken at a meeting of the Members duly called and held or by the written consent of Members holding at least two-thirds (2/3) of the of the Membership Interests in lieu of a meeting.

(oo) "Target Capital Account" means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

(pp) "Transfer" means, with respect to any Membership Interests or any interest therein, any direct or indirect sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, gift or other disposition, whether voluntary or by operation of law and whether or not for consideration.

(qq) "Transferring Member" shall mean a Selling Member and/or a Gifting Member.

(rr) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization, and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II  
FORMATION; BUSINESS; MEMBER INFORMATION

Section 2.1 - Formation. The Company was formed as a limited liability company under the Massachusetts Act by the filing of its Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on **November 8, 2019**.

Section 2.2 - Permitted Businesses. The business of the Company shall be to own and/or operate Marijuana Establishment(s) and/or Marijuana Treatment Center(s), as such terms are defined in the Code of Massachusetts Regulations ("CMR"), 900 CMR 500 and 900 CMR 501, respectively, and for any other lawful purpose(s) ancillary or incidental thereto.

Section 2.3 - Member Information. The names, addresses, and percentage of Membership Interests held by each of the Members of the Company are as set forth on Schedule 1 attached hereto.

ARTICLE III  
RIGHTS AND DUTIES OF MANAGER(S)

Section 3.1 - Management. The business and affairs of the Company shall be managed by its Manager(s), unless explicitly stated to the contrary herein or required by applicable law. At all times, the Manager(s) shall direct, manage and control the business of the Company in a commercially reasonable manner and in good faith. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Manager(s) shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, the Managers shall act as a board of Managers, and no one Manager shall have the powers delegated to the Manager(s) herein unless acting pursuant to the Consent of the Managers, or unless the affirmative approval of more than the Managers acting by Consent is expressly required pursuant to this Operating Agreement (including, by way of example, matters of dissolution, pursuant to Section 9.1 herein). Except as expressly set forth herein, the Managers, acting pursuant to Consent, shall have the authority to take all necessary and proper actions in order to conduct the day-to-day business of the Company, and so long as an action is duly authorized and approved as set forth herein, any Manager can take any appropriate action on behalf of the Company. Unless authorized to do so by this Operating Agreement or by written authorization of the Manager, or Consent if more than one Manager of the Company exists, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member (other than a Member acting with the authority of the Manager or Managers as the case may be) shall have any power or authority to

bind the Company unless the Member has been authorized by the Manager(s) to act as an agent of the Company in accordance with the previous sentence.

Section 3.2 - Number, Identity, Tenure and Qualifications. The Company shall initially have one (1) Manager. The initial Manager shall be **Maura Doyle**, appointed by HK Holdings, LLC. The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of the Super Majority, provided that in any case where the board of Managers is comprised of more than one (1) Manager, and notwithstanding anything in this Agreement to the contrary, HK Holdings, LLC, or its successor or assign, as the case may be, shall unilaterally appoint a majority of such Managers to the board of Managers. Subject to the foregoing sentence, the remaining Manager(s) shall be elected by the affirmative vote or written consent of the Super Majority. Each Manager shall hold office until his or her successor shall have been elected and qualified pursuant to this Section 3.2 or such earlier time as such Manager may resign or be removed as provided herein. A Manager need not be a Member. At any time that there is more than one Manager, the Managers shall hold Manager meetings at least monthly, at which at least a majority of the Managers must attend in order to establish a quorum of the Managers for such meeting.

Section 3.3 - Limitation of Powers of Manager(s). Notwithstanding the provisions set forth in Section 3.1, the Super Majority shall be required in (a) incurring any debt other than in the ordinary course of business (as determined by the board of Managers in such board's sole but reasonable discretion); (b) selling or encumbering any asset of the Company other than in the ordinary course of business (as determined by the board of Managers in such board's sole but reasonable discretion); (c) entering into any definitive real estate purchase agreement and/or closing on any of same; and/or (d) any proposed merger, consolidation, or reorganization of the Company. Additionally, certain further actions of the Company as set forth in Article IV shall require the affirmative written consent of the Super Majority, and other actions may require further Member consent as expressly set forth herein (including amendment to this Operating Agreement pursuant to Section 10.4 herein).

Section 3.4 - Manager(s) Have No Exclusive Duty to Company. The Manager(s) shall not be required to manage the Company as their sole and exclusive function, and they may have other business interests and may engage in other activities in addition to those relating to the Company.

Section 3.5 - Bank Accounts. The Manager(s) may from time to time open bank accounts in the name of the Company, and the Manager(s) shall be the sole signatories thereon, unless the Manager(s), acting by Consent, determine otherwise.

Section 3.6 - Company Books. In accordance with Section 7.2 herein, the Manager(s) shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request by any Member or Economic Interest Owner beneficially holding at least nine (9.0%) percent of the Company Interests (unless otherwise required by applicable law), such Member and/or Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's and/or Economic Interest Owner's expense.

Section 3.7 - Indemnity of Manager(s). The Company shall indemnify the Manager(s) from and against any claim by any third party seeking monetary damages against such Manager arising out of such

Manager's performance of his or her duties in good faith in accordance with, and to the fullest extent provided by, the Massachusetts Act.

Section 3.8 - Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 3.9 - Removal. Any Manager may be removed at any time, with or without cause, by the Super Majority. The removal of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 3.10 - Vacancies. Subject to Section 3.2 providing for the unilateral right of HK Holdings, LLC, or its successor or assign, as the case may be, to unilaterally appoint a majority of Managers to the board of Managers in perpetuity, remaining vacancies occurring for any reason in the number of Manager(s) of the Company shall be filled by the affirmative vote or written consent of the Super Majority.

Section 3.11 - Compensation of Manager(s). The Manager(s) shall receive no compensation for their services, except reimbursement for expenses reasonably and actually incurred and directly related to the operation of the Company. The Manager may take a reasonable salary as an employee or officer of the Company commensurate with position, taking into account the size, scope, industry and economic position of the Company.

Section 3.12 - Duty to Devote Time. The Manager(s) hereby acknowledge the provisions of this Article III and the Manager(s)' duty to make certain decisions on behalf of and relating to the Company and to operate the business of the Company pursuant thereto. Accordingly, the Manager(s) will devote such time and attention to the business of the Company as the Manager(s) may reasonably determine from time to time, in such amount of time required as may be deemed reasonably necessary to accomplish the foregoing.

Section 3.13 - Death of Member. In the event of the death of any Member, any/all contractual rights or agreements entered into on behalf of such Member, including rights to the Membership Interests of such deceased Member shall, subject to the Regulations, inure to the benefit of and automatically be transferred to the estate of such deceased Member and/or such deceased Member's spouse and/or immediate family, but such rights will not be otherwise terminated merely because of the death of such Member.

#### ARTICLE IV RIGHTS AND OBLIGATIONS OF MEMBERS

Section 4.1 - Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Massachusetts Act and other applicable law and/or regulation.

Section 4.2 - List of Members. Upon written request of any Member holding at least nine (9.0%) of the Company Interests (unless otherwise required by applicable law), the Manager(s) shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members.

Section 4.3 - Priority and Return of Capital. Except as may be otherwise expressly provided in this Operating Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section 4.3 shall not apply to repayment of loans made by Members (as distinguished from Capital Contributions) to the Company authorized by the Consent of the Managers which by their respective terms provide for priority or preference. Subject to the foregoing sentence, and for the avoidance of doubt, nothing in this Operating Agreement or the Act to the contrary shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company authorized by the Consent of the Managers.

Section 4.4 - Duty of Loyalty. Subject to the last sentence of this Section 4.4, and the Regulations, the Members may participate in any business or investment activity, without accountability to the Company or any other Member, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Members and Manager are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Members against such Members or Manager or their respective other businesses, for any of the profits thereof and the Company shall not have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Member, directly or indirectly, may engage in any business or investment in any business located in the same municipality where the Company (presently or in the future) operates, which competes with the business of the Company, without the written approval of a majority of the disinterested Members, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 4.4.

Section 4.5 - Company Sale. If at any time both (a) the Consent of Managers, and (b) the Members, acting by Super Majority, elect to sell or exchange all of the Membership Interests owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction then, provided the aggregate gross sales price the Proposed Transferee is offering to acquire one hundred (100%) percent of the Membership Interests of the Company meets or exceeds Two Million and 00/100 (\$2,000,000.00) U.S. Dollars ("Minimum Company Sales Price"), the Company shall have the right (the "Bring-Along Right") to require each other Member of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective Membership Interests, all of the Membership Interests held by such Members. In the absence of a sales price meeting the Minimum Company Sales Price, both (i) the Consent of the Managers and (ii) the Members acting by a seventy-five (75%) percent vote of the Membership Interests shall be required to authorize the Bring-Along Rights contemplated herein. To exercise the Bring-Along Right, the members voting in favor of exercising the Bring-Along Rights as required herein (the "Majority Sellers") shall first give to the Company and each other Member of record a written notice (a "Bring-Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Membership Interests to be sold or exchanged and certifying

that such Membership Interests constitute all of the Membership Interests in the Company held by the Majority Sellers; (B) the name and address of the Proposed Transferee; (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer; (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring-Along Right provided for in this Section 4.5 and (y) has agreed to purchase the Membership Interests in accordance with the terms hereof; and (E) the aggregate Membership Interests of each other Member with respect to which the Majority Sellers wish to exercise its Bring-Along Right pursuant hereto. Each Member shall thereafter be obligated to sell to the Proposed Transferee the Membership Interests subject to such Bring-Along Notice, provided that the sale to the Proposed Transferee is consummated within one hundred twenty (120) days of delivery of the Bring-Along Notice. If the sale is not consummated within such one hundred twenty (120) day period, then each affected Member may sell, but shall no longer be obligated to sell, such Member's Membership Interests pursuant to such Bring-Along Notice. The parties acknowledge that the Membership Interests are unique assets and that money damages would be insufficient to in the event a Member breached its obligations hereunder. Accordingly, in the event of any breach by one or more Members of the provisions of this Section 4.5, the Company and the Majority Sellers shall be entitled to seek the remedy of specific performance, in addition to all other remedies available at law or in equity.

Section 4.6 - Future Financings. Financing for debt and/or equitable securities by the Company shall be authorized by the Consent of the Managers. In the event of any prospective (and approved) private financing for debt and/or equitable securities (excluding any approved institutional debt to be entered into by the Company), the Company shall offer a right of first offer to each Member to participate in such proposed financing for up to such Member's pro rata percentage of the Company Interests. Upon Company approval of the terms of a bona fide financing, the Company shall deliver notice (via FedEx, UPS, or other comparable carrier) to each Member along with an opportunity to participate hereunder, and the Company shall allow up to thirty (30) days for such Member to respond in writing to the Company expressing its interest to participate in the financing.

Section 4.7 - Additional Members. From the date of the formation of the Company, and subject at all times to satisfaction of applicable law and the Regulations, any Person or Entity acceptable to the Super Majority and the Consent of the Managers by their written consent may become a Member in the Company either by the issuance by the Company of Membership Interests for such consideration as the Super Majority and the Consent of the Managers by their written consent shall determine, or as a permitted transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement, including the execution of a joinder and counterpart signature page to this Agreement in such form as the board of Managers deems proper. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro-rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE V  
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Section 5.1 - Members' Capital Contributions. The Company Interest of each Member and such Member's corresponding initial Capital Contribution is set forth on Schedule 1 attached hereto.

Section 5.2 - Additional Contributions. Except as set forth in Section 5.1, no Member shall be required to make any additional Capital Contribution. The Manager(s) may determine from time to time that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification or to meet operating deficits). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Company Interests.

Section 5.3 - Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. In general, each Member's Capital Account will be: (i) increased by (A) the Capital Contributions by such Member to the Company; (B) the agreed fair market value of property or services contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to Section 752 of the Code); and (C) allocations to such Member of Net Profits; and (ii) decreased by (A) the amount of money distributed to such Member by the Company; (B) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to Section 752 of the Code); and (C) allocations to the account of such Member's Net Losses. Capital Accounts will be maintained in accordance with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) Upon liquidation of the Company (or the Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation).

(d) Except as otherwise required in the Massachusetts Act (and subject to Section 5.1 and Section 5.2 hereof), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

ARTICLE VI  
ALLOCATIONS, INCOME TAX AND DISTRIBUTIONS

Section 6.1 - Distribution of Available Cash Flow and Net Proceeds of a Capital Transaction.

(a) Subject to the provisions of Section 6.3, Available Cash Flow of the Company, if any, and the net proceeds from any Capital Transaction shall be distributed among the Members from time to time pro-rata according to their respective Membership Interests.

(b) Net proceeds from a Capital Transaction shall be distributed within sixty (60) days after receipt of such proceeds by the Company, including, but not limited to, payments on any promissory notes received as a portion of the proceeds of such Capital Transaction or any other deferred payments with respect to the purchase price paid to the Company in connection with such Capital Transaction.

Section 6.2 - Right of Offset. The Manager(s) shall have the right to apply any Available Cash Flow or other amounts to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such amounts are applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

Section 6.3 - Tax Distributions; Payments to members for Services Rendered to Company. Subject to the maintenance of reasonable cash Reserves, as determined by the Managers, the Company shall use commercially reasonable efforts to distribute to the Members, prior to the due date for making quarterly federal and state estimated income tax payments, amounts that, in the aggregate, approximate the income taxes payable by each Member with respect to taxable income or gain reasonably expected to be allocated to the Member for the relevant fiscal period, minus the distributions previously received by the Member for such fiscal period under Section 6.1. Distributions shall be determined by using the highest combined marginal federal, state and local income tax rates then applicable to any individual Member of the Company, based upon the most recent mailing address provided to the Company by such Members, taking into account the type of income allocated (e.g. ordinary income or capital gain) and any previously allocated taxable losses that may offset later taxable income. Distributions under this Section 6.3 shall take priority over those under Section 6.1 of this Agreement. Any payment made under this Section 6.3 to a Member shall be treated as an advance against, and shall reduce dollar-for-dollar, distributions otherwise to be made to such Member under Section 6.1 of this Agreement. Notwithstanding any other provisions hereof, any amounts paid to Members with respect to services rendered to the Company shall be treated as payments under Section 707 of the Code and shall not be deemed to be distributions of Available Cash Flow.

Section 6.4 - Withholding. The Company shall withhold from payments and distributions to a Member and remit to the appropriate government authority any amounts required to be withheld under the Code, Treasury Regulations, or state, local, or foreign tax law. All amounts so withheld shall be treated as paid or distributed, as the case may be, to the Member pursuant to Section 6.3 for all purposes of this Agreement.

Section 6.5 - Audit Adjustments to Company Tax Returns. The Members acknowledge that the Internal Revenue Service (“IRS”) has adopted new policies and procedures related to any audit of

Company's federal income tax returns, effective January 1, 2018. In general terms, the IRS will no longer make audit adjustments at the Company level and then seek payment of any additional taxes, interest, etc. directly from individual Members who were Members of the Company in the year under audit. Rather, the IRS will now make audit adjustments at the Company level and then seek payment of any additional taxes, interest, etc. directly from the Company in the year of the audit, without regard to the fact the identity of Members or their interests in the Company may have changed between the year under audit and the year of an assessment of any additional taxes. In order to address the potential inequities that could arise with respect to the IRS' new audit procedures, the Members and all future Members hereby agree as follows:

(a) In the event an income tax return of the Company is subject to audit by the IRS and an adjustment to any items of income, deduction or tax credit is proposed by the IRS and agreed to by the Managers acting by Consent of the Managers on behalf of the Company, or such adjustment otherwise becomes a final adjustment to the federal income tax return of the Company (an "Final Audit Adjustment"), then each Person who was a Member of the Company for all or any part of the year to which the Final Audit Adjustment relates hereby agrees to pay to the Company upon written notice from the Company, such Member's pro-rata share of the Final Audit Adjustment, including any interest and penalties, based upon such Member's share of profits and losses as of the fiscal year of the Company to which the Final Audit Adjustment relates.

(b) Any such notice from the Company to the Members shall be accompanied by documentation evidencing in reasonable detail the nature and calculation of the Final Audit Adjustment(s) and each Member's share thereof. The Members acknowledge and agree that this Section 6.5 shall apply notwithstanding any other provisions of this Agreement and shall survive liquidation and dissolution of the Company and the termination of any Member's Membership Interest in the Company.

Section 6.6 - Allocation of Profits and Losses.

(a) General Allocation. Subject to the remainder of this Section 6.6, for each fiscal period, the Company's items of income, gain, loss, and deduction shall be allocated among the Members in such a manner that, immediately after giving effect to such allocations, each Member's Target Capital Account balance, taking into account all contributions by such Member and distributions to such Member equals, as nearly as possible, the amount of cash, if any, that would be distributed to such Member if (i) all the Company's assets were sold for cash equal to their respective book values (as determined under Treasury Regulations Section 1.704-(b)(2)(iv)), reduced, but not below zero, by the amount of nonrecourse debt to which such assets are subject; (ii) all the Company's liabilities (other than nonrecourse liabilities) were paid in full; and (iii) all the remaining cash were distributed to the Members under Section 6.1.

(b) Allocations Without Economic Effect.

(i) Tax credits, nonrecourse deductions, and other items the allocation of which cannot have economic effect shall be allocated at the discretion of the Managers in a manner consistent with the Treasury Regulations under Code Section 704(b).

(ii) Nonrecourse liabilities, including excess nonrecourse liabilities, shall be allocated at the discretion of the Managers in a manner consistent with the Treasury Regulations under Code Section 752.

(c) Regulatory Allocations. The provisions of the Treasury Regulations under Code Section 704(b) relating to qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, allocations of nonrecourse deductions, allocations with respect to partner nonrecourse debt, and forfeiture allocations with respect to unvested Shares, as well as allocations relating to Section 704(c) of the Code are hereby incorporated by reference and shall be applied to the allocation of income, gain, loss, or deduction in the manner provided in the Treasury Regulations. Notwithstanding anything to the contrary in this Agreement, the Company shall make no allocation of loss or deduction to cause or increase a Member's Adjusted Capital Account deficit, and such loss or deduction shall be allocated to other Member's in accordance with their positive Adjusted Capital Account balances. The Managers may, in their discretion, adjust the subsequent allocations of income, gain, losses, or deduction to prevent distortion of the economic arrangement of the Members, as otherwise described in this Agreement, due to allocations resulting from the foregoing.

(d) Income Tax Allocations.

(i) Unless otherwise determined by the Managers, a Member's distributive share shall be deemed to consist of a pro rata portion of each item of income, gain, loss, or deduction required to be separately stated under Code Section 702(a).

(ii) If the book value of Company property differs from its adjusted tax basis, including but not limited to by reason of a contribution of property to the Company, the revaluation of Company property, or the exercise of an option to acquire an interest in the Company, the Managers shall adjust allocations of income, gain, loss, or deduction for income tax purposes to take into account such difference by any method permitted by the Treasury Regulations under Code Section 704(c).

## ARTICLE VII ACCOUNTING, REPORTS

Section 7.1 - Accounting Period. The Company's accounting period shall be the calendar year.

Section 7.2 - Records, Audits and Reports. The Manager(s) shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner and Manager, both past and present;

(b) A copy of the Certificate of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;

(c) Copies of the Company's federal, state, and local income tax returns and financial statements for the three (3) most recent years, or, if such returns or statements were not prepared for any

reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period;

(d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;

(e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;

(f) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up; and

(g) Other writings, if any, prepared pursuant to a requirement in this Agreement.

Section 7.3 - Returns and Other Elections. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Members that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws. The Manager(s) shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as soon as practical after the end of the Company's Fiscal Year but, in any event, prior to the date upon which federal and state tax returns are required to be filed by Members. The Manager (or in the case more than one (1) Manager exists, an HK Holdings- appointed Manager) is hereby designated as the Company's "Partnership Representative" under Code Section 6223(a) and shall have all the powers and responsibilities of such position as provided in the Code. The Partnership Representative is specifically directed and authorized to take whatever steps the Partnership Representative, in its discretion, deems necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under applicable Treasury Regulations. Each Member hereby agrees to cooperate with the Partnership Representative with respect to all matters within its authority as Partnership Representative. Expenses incurred by the Partnership Representative, in its capacity as such, will be borne by the Company. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager(s) in their sole discretion, provided that the Manager(s) shall make any tax election requested by the Super Majority.

## ARTICLE VIII TRANSFERABILITY

Section 8.1 - General. Except as to a Permitted Transferee or pursuant to Section 4.5, and subject to the Regulations, neither a Member nor an Economic Interest Owner shall have the right to: (a) sell, assign, transfer, pledge, hypothecate, exchange or otherwise transfer for consideration, (collectively, "sell"), or (b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Membership Interest or Economic Interest without the vote or written consent of the Managers and the Super Majority. In the event of either the purchase of the Selling

Member's interest in the Company by a third-party purchaser or the gift of an interest in the Company (including an Economic Interest), and as a condition to recognizing the effectiveness and binding nature of any such sale or gift and (subject to Section 8.2, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Managers acting by Consent may deem necessary or desirable to: (i) constitute such purchaser, donee or successor-in-interest as a Member; (ii) confirm that the Person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner); (iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business; (iv) maintain the status of the Company as a partnership for federal tax purposes; and (v) assure compliance with any applicable state and federal laws including securities laws and regulations as well as the Regulations. Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article VIII shall be deemed effective as of the last day of the calendar month in which the Manager's Consent thereto was given, and any approved transfer hereunder requires the transferee to execute a joinder agreement to become subject to and bound by the terms of this Operating Agreement. The Selling Member hereby indemnifies the Company, the Manager(s) and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VIII. A Transferring Member may gift all or any portion of its Membership Interest and Economic Interest without regard to Section 8.1(a) and Section 8.1(b) only to a Permitted Transferee, so long as such Permitted Transferee executes a joinder agreement to become subject to and bound by the terms of this Operating Agreement and so long as the transfer complies with the Regulations.

Section 8.2 - Transferee Not Member in Absence of a Super Majority and Consent of Managers.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, this Section 8.2), if the Super Majority does not approve, by written consent, of the proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member or a Permitted Transferee immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company nor to become a Member. Subject to the transfer being permitted and valid under the Regulations, the transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by written consent of the Super Majority) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Subject to the net effect of the following not resulting in a violation of the Regulations, upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring

Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

ARTICLE IX  
DISSOLUTION

Section 9.1 - Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the happening of any of the first to occur of the following: (i) the time specified in its Certificate of Organization; (ii) the written consent of at least seventy-five (75%) Percent of the Membership Interests and the Consent of the Managers; or (iii) entry of a court-decreed dissolution under the Massachusetts Act.

(b) As soon as possible following the occurrence of any of the events specified in this Section 9.1 effecting the dissolution of the Company, the Manager(s) shall proceed to wind up the Company's business in accordance with the Massachusetts Act. Notwithstanding anything in this Agreement to the contrary, the Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to the Members, pro-rata, according to their positive Capital Account balances. IN NO EVENT SHALL ANY MEMBER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH MEMBER'S INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

(c) A Member may not voluntarily resign as a Member of the Company without the express written consent of the Super Majority and the Consent of the Managers. Upon any such approved resignation, a Member who resigns shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member.

ARTICLE X  
MISCELLANEOUS PROVISIONS

Section 10.1 - Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 10.2 - Application of Massachusetts Law; Jurisdiction. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically the Massachusetts Act. The Parties hereby irrevocably consent and agree that any matter or dispute of or in any way connected with this Operating Agreement shall be finally decided by the courts of the Commonwealth of Massachusetts.

Section 10.3 - Amendments. This Operating Agreement may not be amended except by the Consent of the Managers and the written consent of at least seventy-five (75%) Percent of the Membership Interests. Any such amendment shall be binding upon the Company, the Managers, and all Members and Economic Interest Owners.

Section 10.4 - Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any applicable laws, rules or regulations (including the Regulations).

Section 10.5 - Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 10.6 - Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 10.7 - Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 10.8 - Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 10.9 - Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 10.10 - Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 10.11 - Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 10.12 - Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 10.13 - Rule against Perpetuities. The parties hereto intend that the Rule against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Operating Agreement or with respect to the Membership Interests. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or unenforceable because of the Rule against Perpetuities or any similar rule of law but for this Section 10.13, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one (21) years after the death of the survivor of the group composed of the initial Members who are individuals and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands or caused this instrument to be executed as of the 1<sup>st</sup> day of January, 2020.

**MANAGER:**

  
\_\_\_\_\_  
MAURA DOYLE

**MEMBERS:**

HK HOLDINGS, LLC

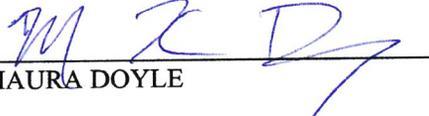
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
NICHOLAS CATT

\_\_\_\_\_  
JOSH SILVER

\_\_\_\_\_  
BRENDAN MCKEE

\_\_\_\_\_  
JOSH FERRANTO

  
\_\_\_\_\_  
MAURA DOYLE

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands or caused this instrument to be executed as of the 1<sup>st</sup> day of January, 2020.

**MANAGER:**

\_\_\_\_\_  
MAURA DOYLE

**MEMBERS:**

HK HOLDINGS, LLC

By: \_\_\_\_\_

Name: CHRISTOPHER M KENNY

Title: PARTNER

\_\_\_\_\_  
NICHOLAS CATT

\_\_\_\_\_  
JOSH SILVER

\_\_\_\_\_  
BRENDAN MCKEE

\_\_\_\_\_  
JOSH FERRANTO

\_\_\_\_\_  
MAURA DOYLE

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands or caused this instrument to be executed as of the 1<sup>st</sup> day of January, 2020.

**MANAGER:**

\_\_\_\_\_  
MAURA DOYLE

**MEMBERS:**

HK HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



\_\_\_\_\_  
NICHOLAS CATT

\_\_\_\_\_  
JOSH SILVER

\_\_\_\_\_  
BRENDAN MCKEE

\_\_\_\_\_  
JOSH FERRANTO

\_\_\_\_\_  
MAURA DOYLE

Execution Copy

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands or caused this instrument to be executed as of the 1<sup>st</sup> day of January, 2020.

**MANAGER:**

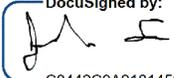
\_\_\_\_\_  
MAURA DOYLE

**MEMBERS:**

HK HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
NICHOLAS CATT

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\_\_\_\_\_  
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DocuSigned by:  
*Brendan McKee*  
\_\_\_\_\_  
108319DB5028456...  
BRENDAN MCKEE

DocuSigned by:  
  
\_\_\_\_\_  
607BB9F3B9BC42E...  
JOSH FEKKANTO

\_\_\_\_\_  
MAURA DOYLE

Execution Copy

EXHIBIT A

CERTIFICATE OF ORGANIZATION



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001407596

The date of filing of the original certificate of organization: 11/8/2019

1.a. Exact name of the limited liability company: WEBBER ROAD OPS, LLC

1.b. The exact name of the limited liability company as amended, is: WEBBER ROAD OPS, LLC

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

No. and Street: 199 ANNA FARM ROAD EAST  
 City or Town: NORTH STONINGTON State: CT Zip: 06359 Country: USA

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

4. The latest date of dissolution, if specified:

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

Name: NICHOLAS CATT  
 No. and Street: 15 EAST LINE ROAD  
 City or Town: EDGARTOWN State: MA Zip: 02539 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MAURA DOYLE	199 ANNA FARM ROAD EAST NORTH STONINGTON, CT 06359 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	MAURA DOYLE	199 ANNA FARM ROAD EAST NORTH STONINGTON, CT 06359 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MAURA DOYLE	199 ANNA FARM ROAD EAST NORTH STONINGTON, CT 06359 USA

**9. Additional matters:**

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

CHANGE THE LOCATION OF PRINCIPAL OFFICE FROM 17 REUTEMANN ROAD, NORTH STONINGTON, CT 06359 TO 199 ANNA FARM ROAD EAST, NORTH STONINGTON, CT 06359; AND CHANGE THE MANAGER AND AUTHORIZED PARTIES (NUMBERS 6, 7 AND 8) FROM CHRIS K ENNY TO MAURA DOYLE, 199 ANNA FARM ROAD EAST, NORTH STONINGTON, CT 06359.

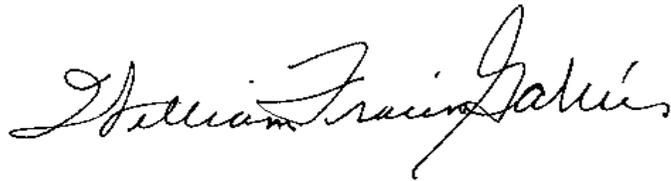
**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of May, 2020,  
MAURA DOYLE , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

May 12, 2020 03:42 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**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: 001407596

1. The exact name of the limited liability company is: WEBBER ROAD OPS, LLC

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

No. and Street: 17 REUTEMANN RD.  
 City or Town: NORTH STONINGTON State: CT Zip: 06359 Country: USA

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

No. and Street: 15 EAST LINE ROAD  
 City or Town: EDGARTOWN State: MA Zip: 02539 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:  
BUSINESS CONSULTING SERVICES.

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

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

Name: NICHOLAS CATT  
 No. and Street: 15 EAST LINE ROAD  
 City or Town: EDGARTOWN State: MA Zip: 02539 Country: USA

I, NICHOLAS CATT 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	CHRIS KENNY	17 REUTEMANN ROAD NORTH STONINGTON, CT 06359 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	CHRIS KENNY	17 REUTEMANN ROAD NORTH STONINGTON, CT 06359 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRIS KENNY	17 REUTEMANN ROAD NORTH STONINGTON, CT 06359 USA

**9. Additional matters:**

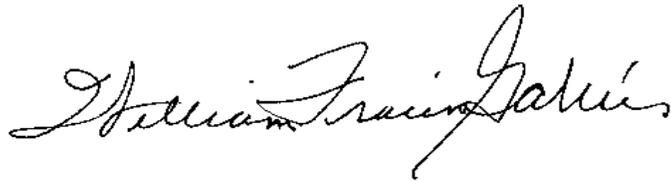
**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of November, 2019,**  
**CHRIS KENNY**

*(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:

November 08, 2019 11:53 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

SCHEDULE 1

## Members of Webber Road Ops, LLC

<u>Name and Address</u>	<u>Ownership</u>	<u>Initial Capital Contribution</u>
HK Holdings, LLC 17 Reutemann Road North Stonnington, CT 06359	50.5%	\$0.00
Nicholas Catt P.O. Box 2218 Vineyard Haven, MA 02568	9.9%	\$0.00
Josh Ferranto 715 Highland Avenue South Portland, ME 04106	9.9%	\$0.00
Brendan McKee 15 Dundee Road Quincy, MA 02171	9.9%	\$0.00
Josh Silver 89 Court Street Saratoga Springs, NY 12866	9.9%	\$0.00
Maura Doyle 199 Anna Farm Road East North Stonnington, CT 06359	9.9%	\$0.00
<hr/>		
<b>TOTAL</b>	<b>100.0%</b>	



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WEBBER ROAD OPS, LLC  
275 STURBRIDGE RD  
BRIMFIELD MA 01010-9515

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



000002



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

William Francis Galvin  
Secretary of the  
Commonwealth

June 29, 2020

TO WHOM IT MAY CONCERN:

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

**WEBBER ROAD OPS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 8, 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: **MAURA DOYLE**

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

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



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



**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: 001407596

1. The exact name of the limited liability company is: WEBBER ROAD OPS, LLC

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

No. and Street: 17 REUTEMANN RD.  
 City or Town: NORTH STONINGTON State: CT Zip: 06359 Country: USA

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

No. and Street: 15 EAST LINE ROAD  
 City or Town: EDGARTOWN State: MA Zip: 02539 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:  
BUSINESS CONSULTING SERVICES.

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

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

Name: NICHOLAS CATT  
 No. and Street: 15 EAST LINE ROAD  
 City or Town: EDGARTOWN State: MA Zip: 02539 Country: USA

I, NICHOLAS CATT 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	CHRIS KENNY	17 REUTEMANN ROAD NORTH STONINGTON, CT 06359 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	CHRIS KENNY	17 REUTEMANN ROAD NORTH STONINGTON, CT 06359 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRIS KENNY	17 REUTEMANN ROAD NORTH STONINGTON, CT 06359 USA

**9. Additional matters:**

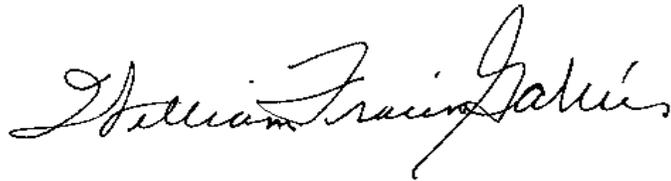
**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of November, 2019,**  
**CHRIS KENNY**

*(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:

November 08, 2019 11:53 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



241526659

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Webber Road Ops, LLC  
15 E LINE RD  
EDGARTOWN, MA 02539-6000

EAN: 22169071  
July 20, 2020

Certificate Id:39407

The Department of Unemployment Assistance certifies that as of 7/20/2020 ,Webber Road Ops, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

**BUSINESS CERTIFICATE**  
**The Commonwealth of Massachusetts**  
**Town of Brimfield**

Today's date: May 31, 2020

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Pioneer Cannabis Company  
name of business  
is conducted at: 275 Sturbridge Road  
street and number, Brimfield

by the following named persons:

Maura Doyle  
\_\_\_\_\_  
\_\_\_\_\_  
full name(s)

199 Anna Farm Road East  
North Stonington, CT 06359  
\_\_\_\_\_  
residence(s)

Signed by the above named person(s)

Maura Doyle  
\_\_\_\_\_

\_\_\_\_\_

Notarization <u>State of Connecticut</u>	
The Commonwealth of Massachusetts	
<u>Norwood CT</u> ss. <u>NORTH STONINGTON</u>	<u>5-14</u> , 20 <u>20</u>
Personally appeared before me the above-named <u>Maura K Doyle</u>	<u>ELIZABETH LINDSEY</u> Notary Public
and made oath that the foregoing statement is true.	My Commission Expires <u>2/28/2022</u>
<u>Elizabeth Lindsey</u> Notary Public	My commission expires: <u>2-28-2022</u>

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

This certificate expires: MAY 31, 2024

Accepted for filing in the Town of Brimfield by:

Robert P Sullivan Town Clerk



## *Webber Road Ops, LLC*

### **Plan for Obtaining Liability Insurance**

Webber Road Ops, LLC, (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

# *Webber Road Ops, LLC*

## **Business Plan**

### **Outline**

- 1) Executive Summary
- 2) Market Analysis
- 3) Organization & Management
- 4) Marketing
- 5) Growth
- 6) Financial Projections

#### **1. Executive Summary**

This Business Plan relates to Webber Road Ops, LLC (the “Company”) plan to open a Marijuana Retailer pursuant to the State of Massachusetts’ Adult-Use of Marijuana laws.

The Company plans to open its first Marijuana Retailer at 275 Sturbridge Road, Brimfield, MA 01010.

The Company’s dispensary will operate from 10am to 8pm 7 days a week and its work force will be trained to operate within the framework of its corporate culture and also to meet the needs of all customers. The Company will ensure that all customers are provided with compassionate treatment whenever they visit the store. The Company will use a CRM software to manage one on one relationships with its customers.

##### **a. Our Products**

The Company will retail a wide range of marijuana flower and marijuana infused products, i.e. edibles, distillates, concentrates, oils, and topical creams. The Company currently has letters-of-intent in place with existing Massachusetts marijuana cultivators to wholesale purchase a wide range of marijuana products to be sold in the first few months of operation. The Company will only enter into agreements for the wholesale purchase of marijuana from licensed cultivators.

##### **b. Vision Statement**

The Company’s vision is to provide the highest quality marijuana products for customers and serve the communities it operates in.

##### **c. Mission Statement**

The Company’s mission is to establish a premier Marijuana Retailer that that will sell only the highest quality marijuana and marijuana infused products made available at affordable prices to the residents and visitors of the communities in which it operates and surrounding areas.

## ***Webber Road Ops, LLC***

### **d. Business Structure**

The Company is a business that will be built on a solid foundation of compassion and ethics. The Company will, of course, operate within the rules and regulations set forth by the Commission. The Company is focused on recruiting experienced and qualified employees to be the foundational staff of the organization and intends to leverage on their expertise to build a strong business and brand as a premier marijuana dispensary in the area.

When hiring, the Company will look for applicants that are not just qualified and experienced, but honest, customer centric and willing to learn. Its team will help build a prosperous business that will benefit all stake holders (the owners, workforce, and customers).

## **2. Market Analysis**

### **a. Market Trends**

Cannabis industry analysts see major potential for the Massachusetts marijuana market. Adult-Use Marijuana sales, which began on November 20, 2018, are projected to reach \$1.2 billion statewide by 2021, bringing in approximately \$240 million in state and local tax revenue, according to multiple analyses.

New Frontier Data, a cannabis industry analytics firm based in Washington, D.C., forecasts \$450 million in Massachusetts marijuana sales in 2018 (based on proposed open dispensaries), with sales figures gradually climbing each year as the fledgling industry gains traction. Under that projection, legal pot sales in Massachusetts would generate \$90 million in taxes the first year.

The Department of Revenue issued an analysis in March of 2017 examining potential sales and tax revenue scenarios, including potential outcomes under the effective 12 percent tax rate that was still on the table at that time. Under the 12 percent tax, the DOR projected first year sales could range from \$375 million to \$696 million, and by fiscal 2020 would reach a range of \$747 million to \$1.38 billion.

Tom Adams, of ArcView Market Research, said that in addition to seeing \$1.2 billion in sales by 2021, his organization projects that the legal cannabis industry will generate \$2.3 billion in total economic activity in Massachusetts, including nearly 17,400 pot industry jobs statewide.

Existing marijuana retail stores are now making use of technology to effectively manage their business by plugging financial leakages which happens to be one of the biggest challenges that retail businesses face. The use of technology, i.e. CRM software is very effective in helping retail businesses manage their clientele base.

## ***Webber Road Ops, LLC***

### **b. Our Target Market**

It should come as no surprise that the majority of respondents are between the ages of 21-35. What is significant is that a combined 32.52% of adults 45 years or older consume Cannabis. This signifies that Cannabis consumers are professional adults and not those types that are stereotypically portrayed as misguided and unmotivated young adults. When adding in the 36-45-year-old group, a total of 58.27% of cannabis consumers are in the age group of professional adults. Another important thing to consider is that baby boomers, those born between 1946 and 1964, are reaching retirement age and by 2030, all of them will be over the age of 65. According to analysts, combined, people between the ages of 46 – 65 make up 28.76% of Cannabis consumers. In fact, baby boomers are the fastest growing Cannabis consumers with a NYU study reporting a 71% increase in usage by those over the age of 50 during 2006 – 2013.

### **c. Our Competitive Advantage**

In every business there is competition, however, we believe we possess several strengths that will allow us to be successful.

In this industry, the competitive dynamics center around the quality of cannabis dispensed, the service offered, the location, discounts offered for the products, and the branding, as this plays a significant role in positive perception.

It is through our customer service that we can secure a fair share of the available market. We will ensure that all patients are educated, and that each order is properly dispensed under the State's guidelines with informational printouts. The printouts accompanying the products will provide directions on how customers can safely and effectively consume.

### **3. Organization & Management**

All staff and management positions will be filled by qualified applicants who have been approved by the CCC as qualified agents of the Company. The Company is led by Maura Doyle.

The following positions will be available at the Company's dispensary

- Store Manager (supervising all operations)
- Security Manager (supervising all security related matters)
- Parking & Shuttle Services/Staff (as applicable)
- Reception/Check-in Agent
- Registered Sales Agents
- Data & Marketing Manager
- Information Technologist

## ***Webber Road Ops, LLC***

### **a. Roles and Responsibilities**

The responsibilities of each position within the dispensary will be broken down as detailed below.

#### **b. Store Manager:**

- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (this includes turning on equipment such as computers, scales, printers and fax machines);
- Ensures that goods and products are properly arranged;
- Responsible for processing orders;
- Responsible for sterilizing the counter tops, scales, and other medication measuring devices;
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry;
- Performs monthly inventory counts, file paperwork, and stock inventory;
- Responsible for managing the daily activities in the company (dispensary store);
- Responsible for recruiting, training and managing staff;
- Responsible for ordering, selling and controlling medicines and other stock;
- Responsible for managing the organizations' budgets;
- Responsible for keeping statistical and financial records;
- Responsible for preparing publicity materials and displays;
- Handles marketing services;
- Interfaces with third-party providers (vendors);
- Controls the sales floor inventory;
- Supervises the entire sales staff and workforce; and
- Handles any other duty as assigned by the CEO.

#### **c. Security Manager:**

- Responsible for managing all security matters;
- Responsible for compliance with State security protocols;
- Responsible for continued education on security training and best practices of Company staff and management;
- Will work with local police to ensure all parties are satisfied with security protocols.

#### **d. Reception/Check-in Agent:**

- Responsible for ensuring only customers 21 years of age or older are checked-in and allowed into the building.

## ***Webber Road Ops, LLC***

### **e. Registered Sales Agents:**

- Greets our customers with a smile and compassion;
- Listen to the needs of each customer to best educate and recommend products;
- Receives payments on behalf of the organization;
- Issues receipt to customers;
- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines);
- Ensures that goods and products are properly arranged;
- Responsible for processing orders;
- Responsible for sterilizing the counter tops, scales, and other medication measuring devices;
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry;
- Performs monthly inventory counts, file paperwork, and stock inventory; and
- Handles any other duty as assigned by the floor manager.

### **f. Transportation Agents:**

- Driver for delivery operations;
- Keeps manifest for all pickup and drop offs;
- Observes inventory tracking procedures; and
- Observes safety protocol for deliveries.

### **g. Data & Marketing Manager:**

- Manages external research and coordinates all the internal sources of information to retain the organizations' best customers and attract new ones;
- Models demographic information and analyzes the volumes of transactional data generated by customer purchases;
- Sources clients for the Company;
- Responsible for promoting the Company's image;
- Responsible for creating marketing and sales strategies, etc.;
- Represents the organization in some strategic business meetings; and
- Handles any other duty as assigned by ownership/the store manager.

### **h. Information Technologist:**

- Manages the organization website;
- Handles ecommerce aspect of the business;
- Responsible for installing and maintenance of computer software and hardware for the organization;
- Manages logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems;

## ***Webber Road Ops, LLC***

- Manages the organization's CCTV; and
- Handles any other technological and IT related duties.

### **4. Marketing**

The marketing and sales strategy of the Company will be based on generating long-term personalized relationships with customers. We will ensure that we offer the highest quality product at fair pricing.

All of our employees will be well trained and equipped to provide excellent and knowledgeable customer service. We know that if we are consistent with offering high quality marijuana and excellent customer service, we will consistently increase our customer base.

Before choosing a location for our recreational marijuana retailer, we conducted a thorough market survey and feasibility studies confirming the ability for us to penetrate the available market and become the preferred market choice.

We have hired experts who have a solid understanding of the retail industry to help us develop marketing strategies that will allow us to achieve our business goal of winning a larger percentage of the available market in Brimfield. Hiring these groups in marketing and data management is a wise investment that will guarantee a large return within a short period of time.

In summary, the Company will adopt the following informational and marketing approach to communicate with the community we will serve:

- Introduce our business by offering informational sessions to residents, business owners and organizations;
- Responsibly advertise our business where permitted;
- Engage in email segmentation and marketing with our customers;
- Encourage and leverage word of mouth marketing (referrals); and
- Offer a Reserve Ahead Online option for convenience and efficiency.

#### **a. Our Pricing Strategy**

It would be short-sighted to fix pricing without first determining other factors that surround costing. This is one of the reasons why we will work towards ensuring that all our products are offered at highly competitive prices compared to what is obtainable in the market area.

Although we may offer our products at lower prices than our competitors does not in any way mean that we will sell sub-standard products. Selling our products at a lower price than what is obtainable in our competitors' stores means that we will only reduce our profit margin and gain sales margin.

## ***Webber Road Ops, LLC***

### **5. Growth**

It is the wish of any business to become so successful that there is a good succession plan to act upon. More often than not, having a good succession plan will help you know the direction your business is headed. As such, the future of a business lies in the number of loyal customers, the capacity and competence of the employees, their investment strategy, and the business structure. One of our major goals in starting the Company is to build a business that will survive off its own cash flow without the need for injecting finances from external sources once the business is officially up and running. We know that one of the ways of gaining approval and winning customers over is to sell our product cheaper than what is currently obtainable in the market. We are well prepared to survive on lower than normal profit margins.

The Company will implement the correct foundation, structures, and processes to ensure that our staff is well taken care of. Our company's corporate culture is designed to drive our business to greater heights and training and re-training of our workforce is a top priority. A profit-sharing arrangement will be made available to all our management staff and it will be based on their performance for a period of three years or more. We know that with this policy, we will be able to successfully hire and retain the best team we can get in the industry; they will be more committed to help us build a sustainable business.

### **6. Financial Projections**

#### **a. Sources of Income**

Our source of income will be in the retailing and wholesaling of marijuana and marijuana infused products.

#### **b. Sales Forecast**

One of the true marks of an effective entrepreneur is being able to forecast sales based on the magnitude of work that has been put into the business. It is important to state that our sales forecast is based on the data gathered during our feasibility studies, market survey, and also some of the assumptions readily available in the field.

Projections for the first three years of operation have been prepared and are on file with the Company's CEO Maura Doyle. Financial projections are confidential information of the company and may fairly be considered to be a "trade secret". As such, the Company is prohibited from disclosing such information in any document which may become publicly available pursuant to a Freedom of Information Request.

## *Webber Road Ops, LLC*

### **Separating Recreational from Medical Operations**

This Policy is not applicable, Webber Road Ops, LLC (the “**Company**”) is only applying for a Marijuana Retailer license at this location, at this time.

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

## *Webber Road Ops, LLC*

### **Restricting Access to Age 21 and Older**

Webber Road Ops, LLC, (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

Currently, the Company is only applying for a Marijuana Retailer license at this location. However, it has received local approvals to distribute Medical Marijuana Products from this location and operate as a co-located Medical and Adult Use Marijuana Establishment.

Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of medical marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In

## ***Webber Road Ops, LLC***

addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

## *Webber Road Ops, LLC*

### **Quality Control and Testing for Contaminants**

#### Testing of Marijuana

Webber Road Ops, LLC, (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company is not proposing to cultivate or produce its own products at this time. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company’s environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any 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 shall comply with the Company’s *Transportation Policy* and 935 CMR 500.105(13).

## ***Webber Road Ops, LLC***

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  5. Packaged in a secure area.
  
- (b) The Company shall comply with the following sanitary requirements:
  1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
  2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
    - i. Maintaining adequate personal cleanliness; and

## ***Webber Road Ops, LLC***

- ii. 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. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, 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 shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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 shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

## ***Webber Road Ops, LLC***

12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must 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).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

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### **Personnel Policies Including Background Checks**

Webber Road Ops, LLC, (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

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- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

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3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;

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- f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

### **Staffing Plan:**

#### Executive Level:

- CEO;
- CFO; and
- COO.

#### Management Level:

- Sales Manager; and
- Security Manager.

#### Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

#### Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

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### **Record Keeping Procedures**

Webber Road Ops, LLC, (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight (8) hour related duty training.

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- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures; and
  - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) 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 the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

## *Webber Road Ops, LLC*

### **Maintaining of Financial Records**

Webber Road Ops, LLC, (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. 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 the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct 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 or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company 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:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

# *Webber Road Ops, LLC*

## **Employee Qualifications and Training**

Webber Road Ops, LLC, (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company 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.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.

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- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting false identification;
  - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
  - d. Provisions for confiscating fraudulent identifications; and
  - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability;
  - d. License sanctions;
  - e. Waste disposal;
  - f. Health and safety standards;
  - g. Patrons prohibited from bringing marijuana onto licensed premises;
  - h. Permitted hours of sale;
  - i. Conduct of the Marijuana Establishment;
  - j. Permitting inspections by state and local licensing and enforcement authorities;
  - k. Licensee responsibilities for activities occurring within licensed premises;
  - l. Maintenance of records;
  - m. Privacy issues; and

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- n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

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

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

# ***Webber Road Ops, LLC***

## **Diversity Plan**

Webber Road Ops, LLC, (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

### **Goals:**

- (1) The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force Hampden County is as follows: Women 49.2% and Minorities 25.2%<sup>1</sup>.**
- (2) It shall be a goal of the Company to offer **100% of the Company’s opportunities for advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity**.

### **Programs:**

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process for any of its Marijuana Establishments in newspapers of general circulation such as **The Journal Register, Southbridge Evening News, and Spencer New Leader**, and post a notice at the municipal offices in **Brimfield** for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through **MassHire**.

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

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- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for** advancement internally.

The Company shall offer **a management training day once a quarter**. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet **quarterly** to review and assess the Company's hires and hiring practices. **Meeting Minutes** will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that **one hundred percent (100%)** of its employees receive education on diversity, implicit biases and sensitivity within the **first ninety (90) days of employment and once annually thereafter**. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;

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- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.