



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282824
Original Issued Date: 11/20/2020
Issued Date: 11/20/2020
Expiration Date: 11/20/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mint Dispensary Facilities II LLC

Phone Number: 602-931-3663 Email Address: permits@brightroot.com

Business Address 1: 1035 South Street

Business Address 2:

Business City: Pittsfield

Business State: MA

Business Zip Code: 01201

Mailing Address 1: 21001 N Tatum Blvd #1630-486

Mailing Address 2:

Mailing City: Phoenix

Mailing State: AZ

Mailing Zip Code: 85050

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Eivan

Last Name: Shahara

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Eivan

Last Name: Shahara

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Eivan

Owner Last Name: Shahara

Owner Suffix:

Entity Legal Name: G.T.L. LLC

Entity DBA: Mint Dispensary

Entity Description: State Licensed Medical Marijuana Dispensary, Cultivation, and Manufacturing Operation

Entity Phone:

Entity Email:

Entity Website: www.themintdispensary.com

480-749-6468

info@themintdispensary.com

Entity Address 1: 5210 S Priest Drive

Entity Address 2:

Entity City: Guadalupe

Entity State: AZ

Entity Zip Code: 85283

Entity Country: United States

Entity Mailing Address 1: 21001 N Tatum Blvd #1630-486

Entity Mailing Address 2:

Entity Mailing City: Phoenix

Entity Mailing State: AZ

Entity Mailing Zip Code:

Entity Mailing Country:

85050

United States

Business Interest in Other State 2

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

Owner First Name: Eivan

Owner Last Name: Shahara

Owner Suffix:

Entity Legal Name: 4245 Investments LLC

Entity DBA: Mint Dispensary

Entity Description: State Licensed Medical Marijuana Dispensary

Entity Phone: 480-749-6468

Entity Email:

Entity Website: www.themintdispensary.com

info@themintdispensary.com

Entity Address 1: 330 E Southern Ave #35

Entity Address 2:

Entity City: Mesa

Entity State: AZ

Entity Zip Code: 85210

Entity Country: United States

Entity Mailing Address 1: 21001 N Tatum Blvd #1630-486

Entity Mailing Address 2:

Entity Mailing City: Phoenix

Entity Mailing State: AZ

Entity Mailing Zip Code:

Entity Mailing Country:

85050

United States

Business Interest in Other State 3

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

| | | |
|---|---|---------------------------------------|
| Owner First Name: Eivan | Owner Last Name: Shahara | Owner Suffix: |
| Entity Legal Name: The Cerberean Group LLC | Entity DBA: | |
| Entity Description: Professional Cannabis Facility Management & Consulting Services Company Serving the Arizona Medical Marijuana Industry. | | |
| Entity Phone: 602-334-1484 | Entity Email: eivan@cerbereangroup.com | Entity Website: |
| Entity Address 1: 5210 S Priest Drive | Entity Address 2: | |
| Entity City: Guadalupe | Entity State: AZ | Entity Zip Code: 85283 |
| | | Entity Country: United States |
| Entity Mailing Address 1: 21001 N Tatum Blvd #1630-486 | Entity Mailing Address 2: | |
| Entity Mailing City: Phoenix | Entity Mailing State: AZ | Entity Mailing Zip Code: 85050 |
| | | Entity Mailing Country: United States |

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

| | | |
|--|-----------------------------------|---------|
| First Name: Eivan | Last Name: Shahara | Suffix: |
| Marijuana Establishment Name: G.T.L. LLC - Mint Dispensary | Business Type: Other | |
| Marijuana Establishment City: Guadalupe | Marijuana Establishment State: AZ | |

Individual 2

| | | |
|--|-----------------------------------|---------|
| First Name: Eivan | Last Name: Shahara | Suffix: |
| Marijuana Establishment Name: 4245 Investments LLC - Mint Dispensary | Business Type: Other | |
| Marijuana Establishment City: Mesa | Marijuana Establishment State: AZ | |

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

| |
|--|
| Establishment Address 1: 1035 South Street |
| Establishment Address 2: |
| Establishment City: Pittsfield |
| Establishment Zip Code: 01201 |
| Approximate square footage of the establishment: 9544 |
| How many abutters does this property have?: 6 |
| 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 | Mint II Pittsfield Plan to Remain Compliant RFI Revision.pdf | pdf | 5e8dff39554b033566cd1a99 | 04/08/2020 |
| Certification of Host Community Agreement | Mint-HCA-Certification Form Pittsfield.pdf | pdf | 5f08d26e72ae5809ead3edaa | 07/10/2020 |
| Community Outreach Meeting Documentation | Mint Pittsfield Community Outreach documentation forms and attachments 7-21-2020.pdf | pdf | 5f174b8d9adff6745ddd56c0 | 07/21/2020 |

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.: \$

PLAN FOR POSITIVE IMPACT

Date generated: 12/03/2020

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category | Document Name | Type | ID | Upload Date |
|--------------------------|--|------|--------------------------|-------------|
| Other | NEVA LETTER Mint Pittsfield.pdf | pdf | 5f174cb1cfe2dd743cd677d9 | 07/21/2020 |
| Other | MRCC letter for Mint Pittsfield 7-31-2020.pdf | pdf | 5f244e3c9d93706859d9e619 | 07/31/2020 |
| Plan for Positive Impact | Mint Pittsfield - Positive Impact Plan updated 7-30-2020 (1).pdf | pdf | 5f244e6b0f92b46881fad7bb | 07/31/2020 |

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

| | |
|---|----------------------------|
| Role: Owner / Partner | Other Role: |
| First Name: Eivan | Last Name: Shahara Suffix: |
| RMD Association: Not associated with an RMD | |
| Background Question: no | |

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Department of Revenue - Certificate of Good standing | Mint Dispensary Facilities II DOR CoGs.pdf | pdf | 5dd85322a9ef3857c445aea4 | 11/22/2019 |
| Bylaws | Mint Dispensary Facilities II Operating Agreement.pdf | pdf | 5dd8535a160e3b57a3dd3a14 | 11/22/2019 |
| Articles of Organization | Mint Dispensary Facilities II LLC-Art of Org.pdf | pdf | 5dd853ddea4df3530e645e28 | 11/22/2019 |
| Department of Revenue - Certificate of Good standing | Unemployment Assistance form for Mint Dispensary Facilities II LLC application Pittsfield (1).pdf | pdf | 5e99c7c61cdd2e3910a55509 | 04/17/2020 |
| Secretary of Commonwealth - Certificate of Good Standing | Mint Dispensary Facilities II LLC CoG [New].pdf | pdf | 5e9ee3f65f1da0353e2b5da3 | 04/21/2020 |

No documents uploaded

Massachusetts Business Identification Number: 001382048

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|-------------------|--|------|--------------------------|-------------|
| Business Plan | Mint Business Plan - Pittsfield - 110719.pdf | pdf | 5dd8546e40e348579197df22 | 11/22/2019 |

| | | | | |
|------------------------------|---|-----|--------------------------|------------|
| Plan for Liability Insurance | Mint_Plan to Obtain Liability Insurance.pdf | pdf | 5dd8549066a32657cfbdc586 | 11/22/2019 |
| Proposed Timeline | Mint-Proposed Business Timeline.pdf | pdf | 5dd85522ea4df3530e645e37 | 11/22/2019 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Plan for obtaining marijuana or marijuana products | Mint-Plan for Obtaining Marijuana and Marijuana Products.pdf | pdf | 5dd857c20f35e05798b3881d | 11/22/2019 |
| Prevention of diversion | Mint-Prevention of Diversion.pdf | pdf | 5dd8580c7aad8653363be631 | 11/22/2019 |
| Storage of marijuana | Mint-Storage SOPs.pdf | pdf | 5dd8582ffd468857b99bd8e1 | 11/22/2019 |
| Transportation of marijuana | Mint-Transportation SOPs.pdf | pdf | 5dd8585a74bb15534cd4dcee | 11/22/2019 |
| Inventory procedures | Mint-Inventory SOPs.pdf | pdf | 5dd8586cd5b0805341c636a1 | 11/22/2019 |
| Quality control and testing | Mint-Quality Control & Testing.pdf | pdf | 5dd858919c1081532b9a6bad | 11/22/2019 |
| Dispensing procedures | Mint-Dispensing SOPs.pdf | pdf | 5dd858b974bb15534cd4dcf4 | 11/22/2019 |
| Personnel policies including background checks | Mint-Personnel Policies.pdf | pdf | 5dd858f0160e3b57a3dd3a47 | 11/22/2019 |
| Record Keeping procedures | Mint-Record Keeping SOPs.pdf | pdf | 5dd8591a170b4c5353e3b908 | 11/22/2019 |
| Qualifications and training | Mint-Qualifications and Training.pdf | pdf | 5dd859cd40e348579197df55 | 11/22/2019 |
| Security plan | Updated Mint Dispensary Facilities II LLC - Security Plan.pdf | pdf | 5e99c896b7c619391b8bbfcd | 04/17/2020 |
| Restricting Access to age 21 and older | Mint Dispensary Facilities II LLC Pittsfield - Restricting Access to age 21 or older (2).pdf | pdf | 5e99ee40554b033566cd33c4 | 04/17/2020 |
| Maintaining of financial records | Mint Dispensary Facilities II LLC Pittsfield Maintaining of Financial Records (1).pdf | pdf | 5e99efba482e703583b7de88 | 04/17/2020 |
| Diversity plan | Mint Dispensary Facilities II LLC Pittsfield MA - Revised Diversity Plan (2).pdf | pdf | 5e99f6c7b014bf38e46d07b1 | 04/17/2020 |

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

| | |
|-------------------------|-----------------------|
| Monday From: 9:00 AM | Monday To: 9:00 PM |
| Tuesday From: 9:00 AM | Tuesday To: 9:00 PM |
| Wednesday From: 9:00 AM | Wednesday To: 9:00 PM |
| Thursday From: 9:00 AM | Thursday To: 9:00 PM |
| Friday From: 9:00 AM | Friday To: 10:00 PM |
| Saturday From: 9:00 AM | Saturday To: 10:00 PM |
| Sunday From: 10:00 AM | Sunday To: 9:00 PM |

MINT DISPENSARY FACILITIES II LLC
Plan to Remain Compliant with Local Zoning

Mint Dispensary Facilities II LLC's ("Mint" or the "Company") proposed retail marijuana establishment is fully compliant with the siting and land use requirements for recreational marijuana retail establishments set forth in the Code of the City of Pittsfield.

The location falls within the "B-G" Business General zoning district, in which recreational marijuana retailers are permitted as conditional uses requiring Special Permits pursuant to Chapter 23, Zoning, Article 23-4, District Regulations, Section 4.202 of the Code of the City of Pittsfield.

Performance standards adopted by the City of Pittsfield that are applicable to the proposed use included evidence that the establishment is not located within 500 feet (measured from edge of building or occupied space to edge of building or occupied space) of any public or private school providing education in kindergarten or any of grades 1 through 12, any public playground, or licensed daycare.

The Company filed a petition for a Site Plan Review and Special Permit with the City on May 8, 2019. The Site Plan was reviewed by the Community Development Board at a public hearing on June 4, 2019, and referred to the Zoning Board of Appeals for consideration. The use was presented to the Zoning Board of Appeals, during a public hearing, held on June 19, 2019 at which, the Board finding the proposed use in compliance with City Code, unanimously voted to award the Special Permit. The Notice of Special Permit was filed with the Berkshire Middle District Registry of Deeds on July 29, 2019.

The City of Pittsfield has not adopted any additional performance standards or operating requirements, restrictions, or conditions for Marijuana Establishments.

Mint will implement its security plan and work diligently with the City of Pittsfield Building and Police Departments to mitigate any potential public safety concerns concerning its operations or activities and maintain in full compliance with the operating requirements prescribed in 935 CMR 500, et seq. to maintain the Special Permit in good standing.

The special permit issued by the ZBA incorporated the Company's application in its entirety along with the entirety of the City's Department of Community Development (Pittsfield DCD) review memo provided to the City's ZBA and there were just three (3) conditions explicitly stated Pittsfield's DCD memo and included in the special permit, namely:

- 1) "The Applicant shall not receive a sign-off on the Certificate of Inspection without an executed host agreement." The Company acknowledges, accepts and shall comply with this condition.

- 2) "Should the Zoning Board of Appeals be made aware of public safety concerns of the Building Department or Pittsfield Police Department as a result of the hours of operation or activity associated with the proposed business the Board will request that the applicant appear at a properly noticed Zoning Board of Appeals meeting to address the impact(s) and provide appropriate mitigation". The Company acknowledges, accepts and shall comply with this condition.
- 3) "The applicant is subject to all other federal, state and local rules and regulations not specifically covered by the granting of a special permit." The Company acknowledges, accepts and shall comply with this condition.

Other than the foregoing three specific conditions there were no other conditions imposed in the ZBA special permit decision.

No durations on continued use of the special permit were imposed.

The application met all requirements, criteria and findings set forth in the City's Zoning Ordinance. The City Zoning Ordinances states that all special permits shall lapse if the approved use is not substantially begun or construction begun within a two year period following issuance of the special permit, which in this case was issued on June 19, 2019.

Host Community Agreement Certification Form

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

Applicant

I, Eivan Shahara, Member, (*insert name*) certify as an authorized representative of Mint Dispensary Facilities II LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Pittsfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/10/2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Linda M. Tyer, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (*insert name of host community*) to certify that the applicant and City of Pittsfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/10/2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Eivan Shahara, *(insert name)* attest as an authorized representative of Mint Dispensary Facilities II LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 5/29/2019 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 5/20/2019 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on 5/20/2019 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 5/20/2019 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

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

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

Public Notices

**Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court**

**CITATION ON PETITION FOR
FORMAL ADJUDICATION
Docket No. BE19P0367EA**

Estate of: Shirley Ruth Talbot
Also Known As: Shirley R. Talbot,
Shirley Talbot
Date of Death: 12/20/2018

Berkshire Probate and Family Court
44 Bank Row
Pittsfield, MA 01201
(413) 442-6941

To all interested persons:
A Petition for **Formal Probate of
Will with Appointment of Personal
Representative** has been filed by
**JoAnne Ginsberg of Washington
DC** requesting that the Court enter a
formal Decree and Order and for
such other relief as requested in the
Petition.

The Petitioner requests that:
**JoAnne Ginsberg of Washington
DC** be appointed as Personal
Representative(s) of said estate to
serve **Without Surety** on the bond
in an **unsupervised** administration.

IMPORTANT NOTICE

**You have the right to obtain a
copy of the Petition from the
Petitioner or at the Court. You
have a right to object to this
proceeding. To do so, you or your
attorney must file a written
appearance and objection at this
Court before: 10:00 a.m. on the
return day of 06/07/2019.
This is NOT a hearing date, but a
deadline by which you must file a
written appearance and objection
if you object to this proceeding. If
you fail to file a timely written
appearance and objection
followed by an affidavit of
objections within thirty (30) days
of the return day, action may be
taken without further notice to
you.**

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

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

WITNESS,
Hon. Richard A Simons,
First Justice of this Court.
Date: May 09, 2019

Francis B Marinaro
Register of Probate

John J. Martin, Jr. Esq.

Public Notices

MARTIN & OLIVEIRA, LLP
75 South Church Street, Suite 550
Pittsfield, MA 01201
413-443-6455
05/20/19

**Community Outreach
Public Notice**

Notice is hereby given that a
Community Outreach Meeting for a
proposed Marijuana Establishment is
scheduled for **May 29, 2019 at 6
pm at The Berkshire Athenaeum, 1
Wendell Avenue, Pittsfield, MA
01201.** The proposed Marijuana
Retail Establishment is anticipated
to be located at 1035 South Street,
Pittsfield, MA 01201. There will be
an opportunity for the public to ask
questions.
05/20/19

**HINSDALE ZONING BOARD
OF APPEALS
NOTICE OF PUBLIC HEARING**

The Hinsdale Zoning Board of
Appeals will hold a public hearing
on **Monday, June 3, 2019 @ 6:00
p.m. at the Hinsdale Town Hall, 39
South Street, Hinsdale, MA,** to act
on an application filed by Windsor
Land Clearing and Excavating on
505 Watson Road, Hinsdale, MA
01235, Map 405 and Lot 36 for a
special permit. The property is
owned by Eileen Eberhard and Allen
Bird doing the work. The permit is to
excavate gravel bed which is
allowed in R-5 zone and was
already existing.

Copies of this application and plans
are available for examination at
Town Clerk's office, Mon. 10:30 am
to 12:00 pm and Wed. 6:30 pm to
8:00 pm.

Terry Douglas ZBA Clerk
05/20/19, 05/27/19

**INFORMAL PROBATE
PUBLICATION NOTICE**
Docket No. BE19P0337A

**Estate of: Emerson Russell
Gardner**
Also Known As: **Emerson R.
Gardner**
Date of Death: March 4, 2019

Berkshire Division,
44 Bank Row
Pittsfield, MA 01201
(413) 442-6941

To all persons interested in the
above captioned estate, by Petition
of Petitioner **Robert Gardner of
Florence MA** a Will has been
admitted to informal probate.
Robert Gardner of Florence MA
has been informally appointed as
the Personal Representative of the
estate to serve without surety on the
bond.

The estate is being administered
under informal procedure by the
Personal Representative under the
Massachusetts Uniform Probate
Code without supervision by the
Court. Inventory and accounts are
not required to be filed with the
Court, but interested parties are
entitled to notice regarding the
administration from the Personal
Representative and can petition the
Court in any matter relating to the
estate, including distribution of

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assets and expenses of
administration. Interested parties
are entitled to petition the Court to
institute formal proceedings and to
obtain orders terminating or
restricting the powers of Personal
Representatives appointed under
informal procedure. A copy of the
Petition and Will, if any, can be
obtained from the Petitioner.
Barry & Doyle
8 Bank Row
Pittsfield, MA 01201
05/20/19

**MORTGAGEE'S SALE
OF REAL ESTATE**

By virtue and in execution of the
power of sale contained in a certain
mortgage given by Robert G.
Wolfrum to South Adams Savings
Bank, dated May 30, 2006, and
recorded in the Berkshire Northern
District Registry of Deeds in Book
1250, Page 673, of which mortgage
the undersigned is the present
holder, as successor by merger
between Adams Co-Operative Bank
and South Adams Savings Bank, for
breach of the conditions of said
mortgage and for the purpose of
foreclosing the same, there will be
sold at public auction at 10 a.m. on
the 12th day of June, 2019, on the
mortgaged premises below
described, situate at 22 A Street,
North Adams, Berkshire County,
Massachusetts, all and singular the
premises described in said
mortgage, to wit:

PARCEL No. 1:

Bounded on the north by land now
or formerly of Abraham and Lena
Rarick, on the east by land now or
formerly of Lydia A. Bentley,
formerly known as Lydia Brundige,
on the south by land now or
formerly of Theodore and Beatrice
Duprea and on the west by said
Avenue A; being lots numbered 32
and 33 as shown on a plan drawn
by Henry C. Neff, C. E., entitled
"Southview Lots in North Adams,
Mass. owned by Mrs. Lydia
Brundige", dated May, 1923, and
filed in the Northern Berkshire
Registry of Deeds at Adams,
Massachusetts, as Plan 4 in Drawer
4. Said Lot has a frontage on A
Street of 100 feet, and a depth of
125 feet.

PARCEL No. 2:

Beginning at a point on the westerly
line of B Street at the northeasterly
corner of Lot No. 46 as more
particularly shown on plan entitled
"Southview Lots in North Adams,
Mass. owned by Mrs. Lydia
Brundige", dated May, 1923, Scale
1 inch = 60 feet, drawn by Henry C.
Neff, Civil Engineer, which plan is
recorded in the Northern Berkshire
Registry of Deeds at Adams,
Massachusetts, as Plan 4 in Drawer
4; thence northerly on the westerly
line of B Street 100 feet to the
southeasterly corner of Lot No. 43
as shown on said plan; thence
westerly along the southerly line of
Lot No. 43, 110 feet to the
northeasterly corner of Lot No. 32
as shown on said plan; thence
southerly along the easterly line of
Lots Nos. 32 and 33, 100 feet to the

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northwesterly corner of Lot No. 46;
thence easterly along the northerly
line of Lot No. 46, 110 feet to the
point and place of beginning, being
Lots Nos. 44 and 45 as shown on
said plan.

MEANING and INTENDING to
convey and hereby conveying, in
mortgage, the same premises
conveyed to the Mortgagor herein
by deed of Scott Matthew Miller and
Kimberly Ann Miller, dated May 30,
2006, and recorded with said
Registry of Deeds simultaneously
herewith.

Said premises will be sold and
conveyed subject to all unpaid
taxes, tax titles, municipal liens and
assessments, if any. Said premises
will also be sold and conveyed
subject to prior liens or other
enforceable encumbrances of
record entitled to priority over this
mortgage, and subject to and with
the benefit of all easements,
restrictions, reservations and
conditions of record, if any there be,
insofar as such are in force and
applicable. Said premises will also
be sold subject to occupation by
persons on the premises now or at
the time of said auction, which
occupation is subject to said
mortgage, and also will be sold
subject to all laws and ordinances,
including, but not limited to, all
building and zoning laws and
ordinances. It shall be the bidder's
sole responsibility to ascertain all
items described in this paragraph
and no representations are made
concerning compliance with
applicable zoning, building, sanitary
or other state and/or municipal
regulations.

TERMS OF SALE: Five Thousand
Dollars (\$5,000) will be required to
be paid in cash or by certified or
bank cashier's check by the
purchaser at the time and place of
sale as earnest money (the
mortgage holder and its designee[s]
are exempt from this requirement).
The balance of the purchase price
shall be paid in cash or by certified
or bank cashier's check, and the
deed shall be delivered at the
closing, which shall be held at the
office of Donovan O'Connor &
Dodig, LLP, 1330 Mass MoCA Way,
North Adams, Massachusetts,
within 30 days after the foreclosure
sale, unless same is on Saturday,
Sunday or legal holiday in which
event the closing shall be on the
next business day, and unless the
mortgage holder otherwise agrees,
time being of the essence.

This sale may be postponed or
adjourned from time to time if
necessary, by an attorney for the
mortgagee at the scheduled time
and place of the sale. The
description for the premises, as
such is contained and set forth in
the mortgage, shall control in the
event of a typographical error in this
publication.

The successful bidder shall be
required to sign a Memorandum of
Sale at the auction sale.

In the event that the successful
bidder at the foreclosure sale fails to

Attachment B

May 17, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29, 2019 at 6 pm at The Berkshire Athenaeum, 1 Wendell Avenue, Pittsfield, MA 01201. The proposed Marijuana Retail Establishment is anticipated to be located at 1035 South Street, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

The Mensing Group LLC

3. Service Type
☐ Priority Mail Express
☐ Registered MailTM
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Return Receipt for Merchandise
☐ Certified Mail[®]
☐ Certified Mail Restricted Delivery

A. Signature *Kate Rickard*
B. Received by (Printed Name) *Kate Rickard*
C. Date of Delivery *5/26/19*
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

590 9402 4444 8248 2568 03
[Barcode]
[Redacted Address]

ER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Attach this card to the back of the mailpiece, on the front if space permits.
n the front if space permits.

3. Service Type
☐ Priority Mail Express
☐ Registered MailTM
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Return Receipt for Merchandise
☐ Certified Mail[®]
☐ Certified Mail Restricted Delivery

A. Signature *[Signature]*
B. Received by (Printed Name) *George D. Clark*
C. Date of Delivery *5-21-19*
D. Is delivery address different from item 1? ☒ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

590 9402 4444 8248 2566 29
[Barcode]
[Redacted Address]

ER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Attach this card to the back of the mailpiece, on the front if space permits.
n the front if space permits.

3. Service Type
☐ Priority Mail Express
☐ Registered MailTM
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Return Receipt for Merchandise
☐ Certified Mail[®]
☐ Certified Mail Restricted Delivery

A. Signature *Kate Rickard*
B. Received by (Printed Name) *Kate Rickard*
C. Date of Delivery *5/26/19*
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

590 9402 4444 8248 2563 08
[Barcode]
[Redacted Address]

ER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Attach this card to the back of the mailpiece, on the front if space permits.
n the front if space permits.

COMPLETE THIS SECTION ON DELIVERY
A. Signature *Kate Rickard*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

SENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
PITTSFIELD CITY CLERK
70 ALLEN ST
PITTSFIELD, MA 01201
[Barcode]
590 9402 4444 8248 2562 92
2. Article Number (from service label) 7018 3090 0000 4175

COMPLETE THIS SECTION ON DELIVERY
A. Signature *[Signature]*
B. Received by (Printed Name) *Jim G. Vavopoulos*
C. Date of Delivery *5/26/19*
D. Is delivery address different from item 1? ☒ Yes ☐ No
If YES, enter delivery address below:

DER: COMPLETE THIS SECTION
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, on the front if space permits.
MAYOR'S OFFICE
PITTSFIELD CITY CLERK
70 ALLEN ST
PITTSFIELD, MA 01201
[Barcode]
590 9402 4444 8248 2567 97
3. Service Type
☐ Priority Mail Express[®]
☐ Registered MailTM
☐ Registered Mail Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Collect on Delivery

Article Number (Transfer from service label)
7018 3090 0000 6175 6290

MR. NATE JOYNER
CITY OF PITTSFIELD
DEPT OF COMMUNITY DEVELOPMENT 70
ALLEN ST
PITTSFIELD, MA 01201

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Article Number (Transfer from service label)
7018 3090 0000 6175 6290

MR. NATE JOYNER
CITY OF PITTSFIELD
DEPT OF COMMUNITY DEVELOPMENT 70
ALLEN ST
PITTSFIELD, MA 01201

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Article Number (Transfer from service label)
7018 3090 0000 6175 6504

CITY OF PITTSFIELD
DEPT OF PUBLIC UTILITIES
70 ALLEN ST
PITTSFIELD, MA 01201

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Article Number (Transfer from service label)
7018 3090 0000 6175 6504

CITY OF PITTSFIELD
DEPT OF PUBLIC UTILITIES
70 ALLEN ST
PITTSFIELD, MA 01201

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Article Number (Transfer from service label)
7018 3090 0000 6175 6474

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Article Number (Transfer from service label)
7018 3090 0000 6175 6474

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

ENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Restricted Delivery

2. Article Num 77

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4444 8248 2573 50

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6580

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/20/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4444 8248 2565 51

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6481

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4444 8248 2566 12

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

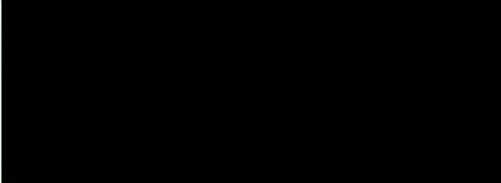
3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 4444 8248 2573 43

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6573

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-21-19

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over \$500)

cted Delivery

May 17, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29, 2019 at 6 pm at The Berkshire Athenaeum, 1 Wendell Avenue, Pittsfield, MA 01201. The proposed Marijuana Retail Establishment is anticipated to be located at 1035 South Street, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

The Mensing Group LLC

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | COMPLETE THIS SECTION ON DELIVERY |
|---|---|---|
| <p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> | <p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> | <p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> |
| <p>A. Signature X <i>Jim Garcia</i></p> <p>B. Received by (Printed Name) <i>Jim Garcia</i></p> <p>C. Date of Delivery <i>5/26/19</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> | <p>A. Signature X <i>John Garcia</i></p> <p>B. Received by (Printed Name) <i>John Garcia</i></p> <p>C. Date of Delivery <i>5/26/19</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> | <p>A. Signature X <i>John Garcia</i></p> <p>B. Received by (Printed Name) <i>John Garcia</i></p> <p>C. Date of Delivery <i>5/26/19</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Restricted Delivery</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Restricted Delivery</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 4444 8248 2567 97</p> | <p>9590 9402 4444 8248 2567 97</p> | <p>9590 9402 4444 8248 2562 92</p> |
| <p>2. Article</p> <p>7018 3090 0000 4175</p> | <p>2. Article</p> <p>7018 3090 0000 4175</p> | <p>2. Article</p> <p>7018 3090 0000 4175</p> |

Article Number (Transfer from service label)
7018 3090 0000 6175 6474

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

2. Is delivery address different from item 1? ☐ Yes ☐ No

1. Is delivery address different from item 1? ☐ Yes ☐ No

5/20/15

A. Signature *[Signature]*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

Article Number (Transfer from service label)
7018 3090 0000 6175 6474

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

2. Is delivery address different from item 1? ☐ Yes ☐ No

1. Is delivery address different from item 1? ☐ Yes ☐ No

5/20/15

A. Signature *[Signature]*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

Article Number (Transfer from service label)
7018 3090 0000 6175 6504

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

2. Is delivery address different from item 1? ☐ Yes ☐ No

1. Is delivery address different from item 1? ☐ Yes ☐ No

5/20/15

A. Signature *[Signature]*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

Article Number (Transfer from service label)
7018 3090 0000 6175 6504

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

2. Is delivery address different from item 1? ☐ Yes ☐ No

1. Is delivery address different from item 1? ☐ Yes ☐ No

5/20/15

A. Signature *[Signature]*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

Article Number (Transfer from service label)
7018 3090 0000 6175 6290

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

2. Is delivery address different from item 1? ☐ Yes ☐ No

1. Is delivery address different from item 1? ☐ Yes ☐ No

5/20/15

A. Signature *[Signature]*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

Article Number (Transfer from service label)
7018 3090 0000 6175 6290

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

2. Is delivery address different from item 1? ☐ Yes ☐ No

1. Is delivery address different from item 1? ☐ Yes ☐ No

5/20/15

A. Signature *[Signature]*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent *Kate Winslow*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Number (Transfer from service label)
9590 9402 4444 8248 2565 68

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent *Kate Richards*
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Number (Transfer from service label)
9590 9402 4444 8248 2563 15

3. Service Type
☐ Priority Mail Express
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Restricted Delivery

| | |
|---|---------------|
| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i> | |
| For delivery information, visit our website at www.usps.com | |
| LEXINGTON, MA 02421 | |
| Certified Mail Fee | \$3.50 |
| Extra Services & Fees (check box, add fee to postage) | |
| <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 |
| Total Postage and Fees | \$6.85 |

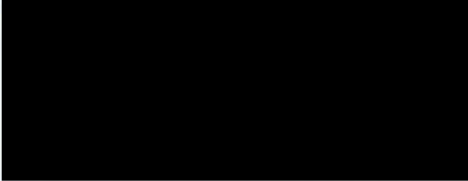
| | |
|--|--|
| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i> | |
| For delivery information, visit our website at www.usps.com ®. | |
| OFFICIAL USE PITTSFIELD, MA 01201 | |
| Certified Mail Fee \$3.50 | 0746 |
| Extra Services & Fees (check box, add fees) (rate) | MA 01746 Postmark Here MAY 17 11AM HOLISTON, MA 05/17/2009 |
| <input type="checkbox"/> Return Receipt (hardcopy) \$ | \$2.80 |
| <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 |
| Total Postage and Fees | \$6.85 |

[illegible]

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 4444 8248 2573 43

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6573

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-21-19

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

(over \$500)

cted Delivery

Mint Dispensary Facilities II LLC - Retail

POSITIVE IMPACT PLAN

Goals: Provide financial support to New England Veterans Alliance (“NEVA”) and Massachusetts Recreational Consumer Council (“MRCC”) because they are entities that offer support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amounts of these donations will depend on the financial growth and profitability of the company. As sales and profits increase, Mint Dispensary Facilities II LLC (“Mint”) will revisit its program donation goals to consider more generous donations as business allows.

Goal: Donate a total of **\$10,000.00 annually** to New England Veterans Alliance.
Donate a total of **\$3,500.00 annually** to Massachusetts Recreational Consumer Council.

Program: The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. This donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England.

Program: The donation to be made to Massachusetts Recreational Consumer Council will support MRCC’s educational seminars and functionality as a cooperatively led advocacy non-profit.

Measurement and Accountability: At the end of each year, Mint will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the programs outlined above. Mint will continue to assess the viability and impact of the financial donations made to NEVA by analyzing NEVA’s annual report which will summarize the use of the funds and detail the disproportionately impacted communities where NEVA has implemented programs.

Mint 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.

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

Mint expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).



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

mass.gov/dor

Letter ID: L2103390080
Notice Date: September 10, 2019
Case ID: 0-000-865-069



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MINT DISPENSARY FACILITIES II LLC
1035 SOUTH ST
PITTSFIELD MA 01201-8211

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**Operating Agreement of
Mint Dispensary Facilities II LLC,
a Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Mint Dispensary Facilities II LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Mint Dispensary Facilities II LLC, a Member-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

1035 South Street, Pittsfield, Massachusetts 01201, or such other location as shall be selected from time to time by the Members.

The Company's mailing address is:

21001 N Tatum Blvd #1630-486, Phoenix, Arizona 85050

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Registered Agents Inc.. The Agent's registered office is 82 Wendell Ave, Suite 100, Pittsfield, Massachusetts 01201. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

The purpose of the Company shall be to carry on the business of an Adult-Use Marijuana Retailer (MR) or a Registered Marijuana Dispensary (RMD), as authorized and defined by St. 2017 c. 334, The Regulation and Taxation of Marijuana Act, St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana, M.G.L. c. 94G, and M.G.L. c. 94I, and 935 CMR 500.00 and 935 CMR 501.00.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Eivan Shahara, 100%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Massachusetts.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.

iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

VI. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the

Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the

Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

X. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XI. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).

G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of May 10, 2019.

Signature:


Eivan Shahara

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Mint Dispensary Facilities II LLC are as follows:

Eivan Shahara

Contribution:

Cash: \$500,000.00

Intellectual Property - Knowledge of Cannabis Business Operations; Standard Operating Procedures, etc. valued at \$500,000.00

Time & Effort - valued at \$150,000.00



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: 001382048

1. The exact name of the limited liability company is: MINT DISPENSARY FACILITIES II LLC

2a. Location of its principal office:

No. and Street: ONE MARINA PARK DRIVE
SUITE 1140
City or Town: BOSTON State: MA Zip: 02210 Country: USA

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

No. and Street: ONE MARINA PARK DRIVE
SUITE 1140
City or Town: BOSTON State: MA Zip: 02210 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
No. and Street: 82 WENDELL AVE
SUITE 100
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, REGISTERED AGENTS INC., 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 |
|-------|--|---|
| | | |

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 | Address (no PO Box) |
|-------|-----------------|---------------------|
|-------|-----------------|---------------------|

CONSENT LETTER

May 3, 2019

I, Eivan Shahara, sole executor of record of Mint Dispensary Facilities LLC (ID Number 001378482), hereby gives my expressed consent to the Corporations Division of the Secretary of State of the Commonwealth of Massachusetts to authorize the formation of Mint Dispensary Facilities II LLC (ID Number 001382048) of similar name and purpose for which I am also the sole executor.

A handwritten signature in black ink, appearing to read 'Eivan Shahara', with a long, sweeping horizontal stroke extending to the right.

Eivan Shahara, Executor/Member
Mint Dispensary Facilities LLC

| | First, Middle, Last, Suffix | Address, City or Town, State, Zip Code |
|---------------|-----------------------------|---|
| SOC SIGNATORY | EIVAN SHAHARA | ONE MARINA PARK DRIVE BOSTON, MA 02210 USA |

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

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|--|---|
| REAL PROPERTY | EIVAN SHAHARA | ONE MARINA PARK DRIVE BOSTON, MA 02210 USA |

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of May, 2019,

EIVAN SHAHARA

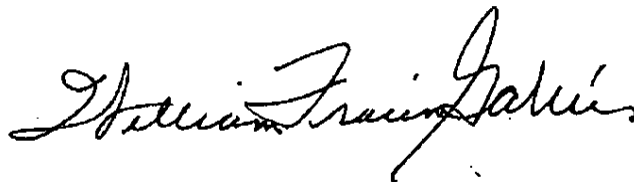
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

May 03, 2019 03:03 PM


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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

Signed under the pains and penalties of perjury, I, Eivan Shahara, an authorized representative of Mint Dispensary Facilities II LLC, certify that Mint Dispensary Facilities II LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Signature of Agent

4/15/2020

Date

Name: Eivan Shahara

Title: President/Member

Entity: Mint Dispensary Facilities II LLC



William Francis Galvin
Secretary of the
Commonwealth

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

April 15, 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

MINT DISPENSARY FACILITIES II LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 3, 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: **NONE**

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

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



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



MINT DISPENSARY

BUSINESS PLAN

Mint Dispensary Facilities II LLC
Retail Marijuana Establishment
Pittsfield, Massachusetts

November 1, 2019



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EXECUTIVE SUMMARY

Company Summary

The Mint Dispensary was founded in Guadalupe, Arizona in 2016, as a patient-centric, affordable, State-licensed medical marijuana dispensary serving qualifying patients in the Phoenix-metropolitan area.

Our **Core Values** have guided our operations from day one:

- ✓ **Safety** - Ensure our customers have access to safe, high-quality products subject to careful selection, processing, transporting, and testing by an independent laboratory, and provide access to those products in a safe, secure, and comfortable environment.
- ✓ **Education** - Provide current information and clinical research to help customers & the community understand the responsible and effective use of marijuana.
- ✓ **Compassion** - Serve our customers professionally with sensitivity to their individual needs.
- ✓ **Transparency** - Ensure integrity and transparency at all levels: members, management, employees, patients, community, and government.
- ✓ **Community** - Conduct varied and ongoing community-based outreach activities to serve the needs of our community.

To date, the Mint Dispensary has assisted over 150,000 unique individuals on their journey of seeking relief from symptoms associated with their debilitating medical condition. Our commitment to our core values, our patients, and our community resulted in exponential growth of our retail brand and the successful opening of our second dispensary location in Mesa, Arizona in February 2018.

Today, the Mint Dispensary operates two state-licensed medical marijuana (retail) dispensaries, a marijuana product infusion/manufacturing facility, and a marijuana cultivation facility in Arizona. The Mint Dispensary's experience and success operating retail, manufacturing, and cultivation facilities in the highly-regulated medical marijuana market has strongly positioned the Company to establish and operate similar facilities in the adult-use marijuana market.

Our Vision

- ✓ Leverage our experience operating in the cannabis industry to maintain short and long-term financial viability to serve our customers, the community, and the Commonwealth.
- ✓ Operate in full-compliance with all State and Local Laws & Regulations.
- ✓ To become an industry-leader in the blossoming cannabis industry.
- ✓ To have the Mint Dispensary brand become a trusted name in the community and in the Adult-Use market.

Mission

- ✓ To become the premier provider of high-quality cannabis products and to serve the needs of Adult-Use Cannabis consumers while making high-quality cannabis products more accessible to consumers in a safe, secure, and community-friendly environment.

Mint Dispensary has executed a Host Community Agreement with the City of Pittsfield in order to file a license application with the Massachusetts Cannabis Control Commission (“CCC”) to become a licensed Adult-Use Marijuana Retailer as defined by 935 CMR 500.002.

This Business Plan was developed in consideration of the requirements for licensure of a Marijuana Establishment, pursuant to 935 CMR 500.000 “Adult Use of Marijuana”, the general operating requirements for Marijuana Establishments (935 CMR 500.105), and the additional operating requirements for a Marijuana Retailers (935 CMR 500.140).

Market Opportunities

According to the report by ArcView Market Research and BDS Analytics: “The Road Map to a \$57 Billion Worldwide Market”¹, spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational marijuana market will cover about 67% of the spending while medical marijuana will take up the remaining 33%.

The legal cannabis market in North America amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$24.5 billion by 2021 with the compound annual growth rate (CAGR) of almost 28%.

Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry’s immense potential for future growth.

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis and first retail

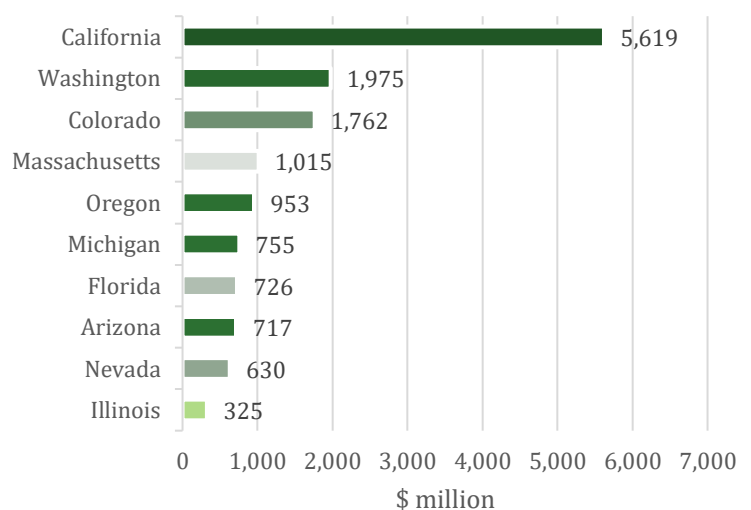


Figure 1. Medical and recreational cannabis sales in top states, 2020

¹ <https://arcviewgroup.com/research/reports/>

cannabis business was opened in Massachusetts in November 2018.

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and since January 1, 2019 total legal cannabis sales exceeded \$222 million, according to figures released by the Cannabis Control Commission².

It is expected over 700,000 customers are potentially interested in using recreational cannabis and the adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

Start-up Summary

Mint Dispensary has participated in the licensing, design, development, and operation of marijuana facilities in Arizona and Michigan. The Company has demonstrated the capacity and has established relationships with the contractors, vendors, and suppliers necessary, to ensure the proposed facility is built-out and ready to operate within one-hundred and eighty (180) days from the date of notification from the CCC that the Company has been awarded a provisional license.

Activities Completed:

- i. *Site Selection.* The Company has identified a property suitable for a retail marijuana establishment. The property, located at 1035 South Street in Pittsfield, has ample parking, will pose no adverse impact on the community or its resources, and complies with the siting requirements for Marijuana Establishments prescribed in the City of Pittsfield's Zoning Bylaws.
- ii. *Community Outreach Meeting.* The Company hosted a Community Outreach Meeting at the Berkshire Athenaeum in Pittsfield, Massachusetts on May 29, 2019.
- iii. *Site Control.* The Company executed a Lease Agreement with the landlord to secure property rights necessary to operate an adult-use marijuana retailer establishment on the premises.
- iv. *Special Permit.* The facility went before the Pittsfield Zoning Board of Appeals on June 19th, 2019. The Special Permit was approved by the Board and was filed with the City Clerk on June 24, 2019 and the Berkshire Middle District Register of Deeds on July 29, 2019.
- v. *Host Community Agreement.* Having been issued a Special Permit to operate the proposed use, the Company executed a Host Community Agreement with the City of Pittsfield on August 26, 2019.

² <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

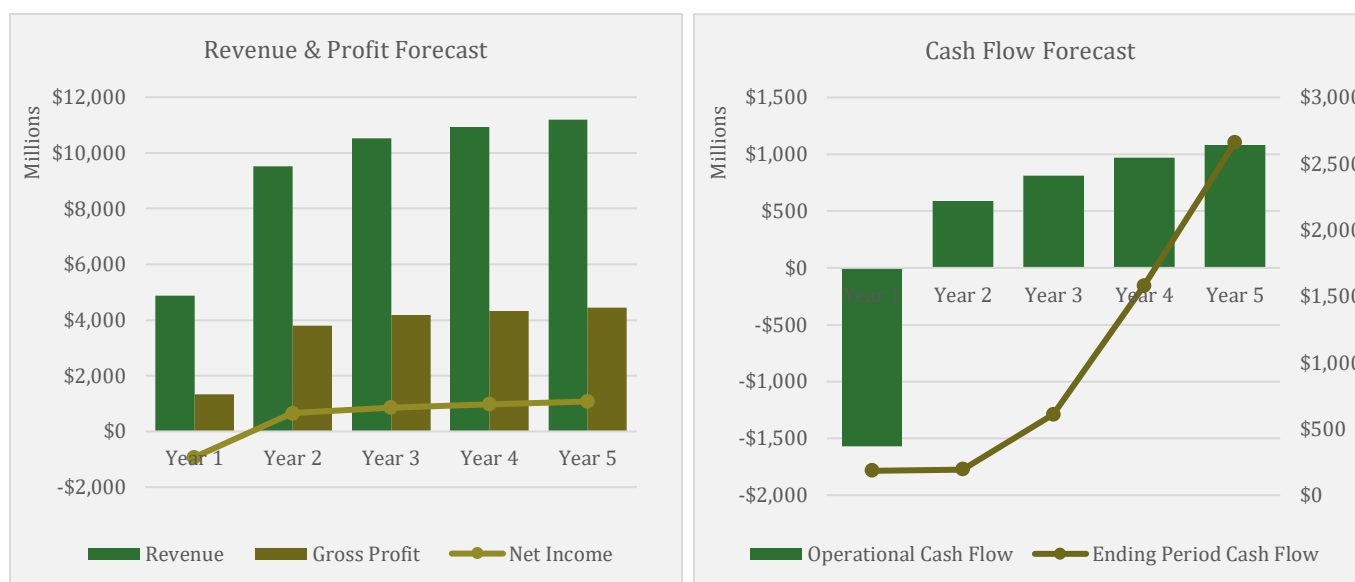
Activities to be Completed:

- i. Submission of Adult-use Marijuana Retail Establishment license application to the Massachusetts Cannabis Control Commission;
- ii. Complete facilities build-outs and obtain authorization to operate from the CCC.

The Company anticipates an opening date no later than June 1, 2020 but has established a target opening date of April 1, 2020.

Financial Summary

The business will be fully funded with \$1.5 million. This will include total capital cost of over \$500 thousand, leaving nearly \$1.0 million as working capital.



From a total investment of \$1.5 million, Mint Dispensary is expected to generate nearly \$9.5 million in gross revenues with net income of nearly \$700 thousand in Year 2, its first full year of operations.

Revenues are expected to grow to over \$10.6 million in Year 3 with net income of nearly \$900 thousand.

After the first year of operations, it is expected that Mint Dispensary will be able to trim expenses through realizing business efficiencies, and leveraging operational experience and industry knowledge.

Direct and Indirect Community Impacts

Mint Dispensary will create more than 20 new jobs and pay over \$500 thousand in salaries and benefits to local residents each year. The Company will also contribute 3.0% of gross receipts to the City of Pittsfield in the form of a municipal impact fee, collect an additional 3% in local marijuana sales tax,

and will donate an additional \$10,000 per year to local charities and non-profit organizations serving disproportionately impacted communities.

Table 1. Projected Local Marijuana Tax & Community Impact Fee,, \$

| | Year 1 | Year 2 | Year 3 | Year 4 |
|-------------------------------------|--------------------|--------------------|--------------------|--------------------|
| Local Marijuana Tax (3.0%) | \$138,000 | \$282,000 | \$321,000 | \$330,000 |
| Community Impact Fee (3% Gross) | \$138,000 | \$282,000 | \$321,000 | \$330,000 |
| State Sales Tax (6.25%) | \$306,250 | \$587,500 | \$668,750 | \$687,500 |
| State Marijuana Excise Tax (10.75%) | \$526,750 | \$1,010,500 | \$1,150,250 | \$1,182,500 |
| Total | \$1,109,000 | \$2,174,200 | \$2,238,676 | \$2,303,152 |

ORGANIZATION & MANAGEMENT

Legal Entity

Mint Dispensary Facilities II LLC, doing business as “Mint Dispensary”, is a Massachusetts Limited Liability Company, No. 001378482, organized in the Commonwealth on May 3, 2019 with offices located at One Marina Park Drive, Suite 1140, Boston, MA 02210-1405.

Leadership

Mint Dispensary will be led by Eivan Shahara, who will serve as CEO/Owner.

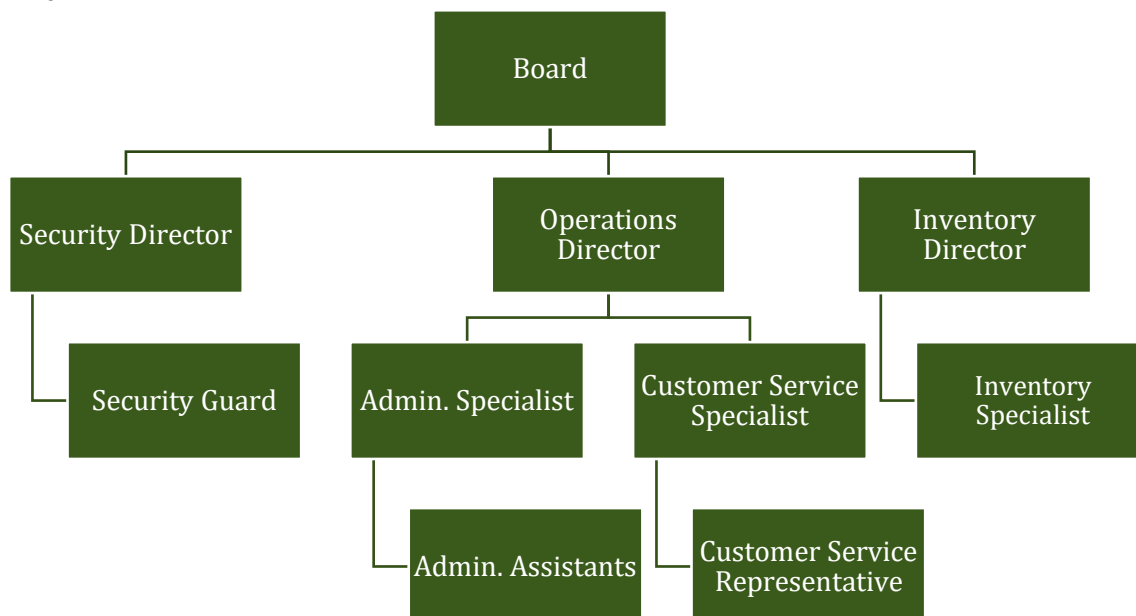
Mr. Shahara has been an owner/operator in the regulated cannabis industry since 2016 and has substantial experience operating retail dispensaries, product manufacturing, and cultivation facilities.

Management

Mint Dispensary is a business that will be built on a solid foundation. From the outset, we have decided to recruit and train qualified people from the community to fill management and supervisory positions in our company. We hope to leverage their expertise and knowledge of the community to build our retail brand.

The following are the positions that will be available at Mint Dispensary:

Figure 2. Organizational structure



MARKET ANALYSIS

Global Market

The global legal cannabis market amounted to \$9.5 billion in 2017, growing by 37 percent on the year, according to the report “The Road Map to a \$57 Billion Worldwide Market”³.

Spending on legal cannabis worldwide is expected to hit \$57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about \$46.5 billion and other \$10.5 billion would go to other markets.

The largest growth rate is predicted within the rest-of-world markets, from \$52 million spent in 2017 to a projected \$2.5 billion in 2027.

The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

According to a report provided by Energias Market Research, the global medical cannabis market is projected to increase in value from \$8.28 billion in 2017 to \$28.07 billion in 2024 and at a CAGR of 19% from 2018 to 2024.

Key Trends:

- The initial decision by many U.S. States and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.
- South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru and Uruguay, the South American medical cannabis market may grow from \$125 million in 2018 to \$776 million by 2027.
- Germany is ready to become the leader of the European cannabis market, and Italy is expected to be second with \$1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.
- Australia’s legal cannabis market is forecast to grow from \$52 million in 2018 to \$1.2 billion in 2027, the 5th largest in the world.
- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

³ <https://arcviewgroup.com/research/reports/>

North American Cannabis Market

The North American legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion.

The report from cannabis industry analysts ArcView Market Research, in partnership with BDS Analytics⁴, forecasts that the entire legal cannabis market in North America to reach \$24.5 billion in sales – a 28% annual growth rate by 2021 – as more countries and states legalize cannabis for recreational use and existing markets mature and will grow to \$47.3 billion six years later.

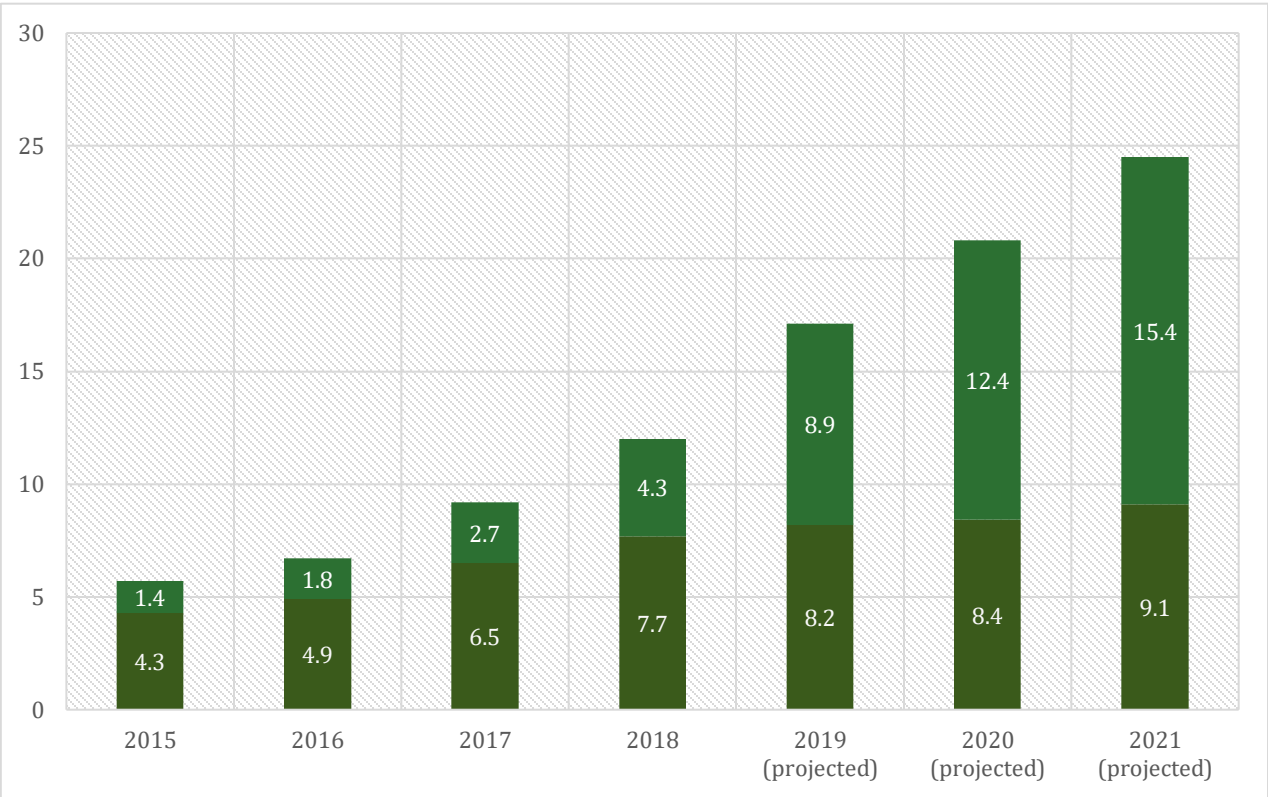


Figure 3. Medical and recreational cannabis sales forecast, billion \$

⁴ <https://bdsanalytics.com/>

The U.S. Cannabis Market

In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%)⁵. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but ten states – Alaska, California, Colorado, Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, legalizing the recreational use.

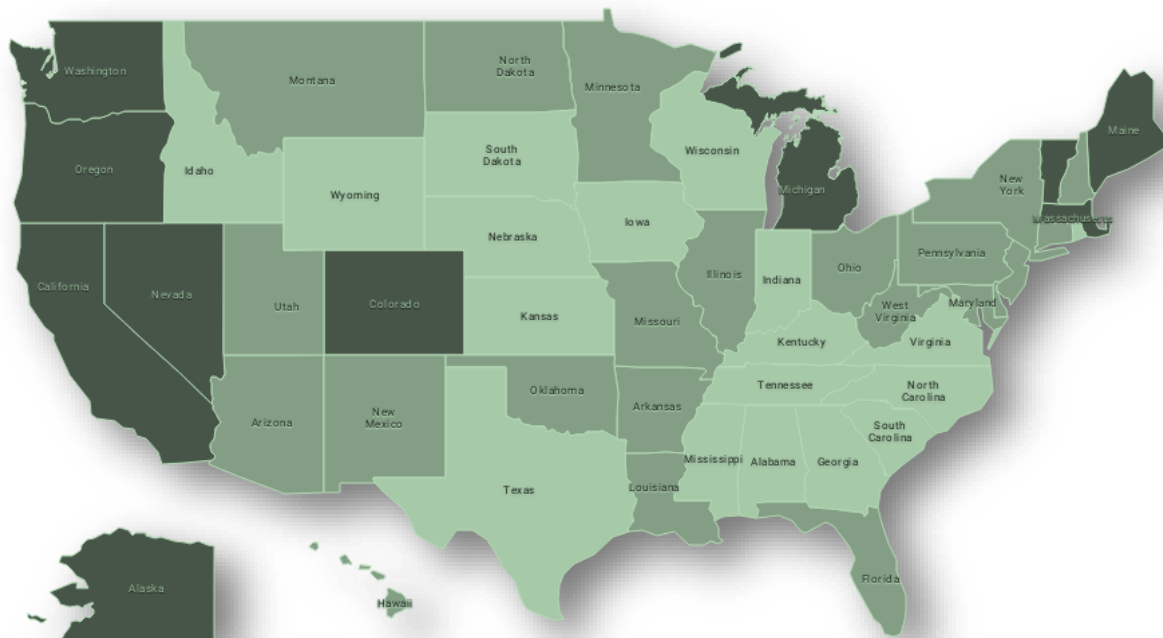


Figure 2. U.S. legalization map

- Medical / Recreational cannabis legalization
- Medical cannabis legalization
- No laws legalizing

As a result, there are 32 States that allow cannabis for medical use, 16 States allow Cannabidiol (CBD), 10 States and the District of Columbia allow cannabis for recreational use.

5 Pew Research Survey, <http://www.pewresearch.org/fact-tank/2018/10/08/americans-support-marijuana-legalization/>

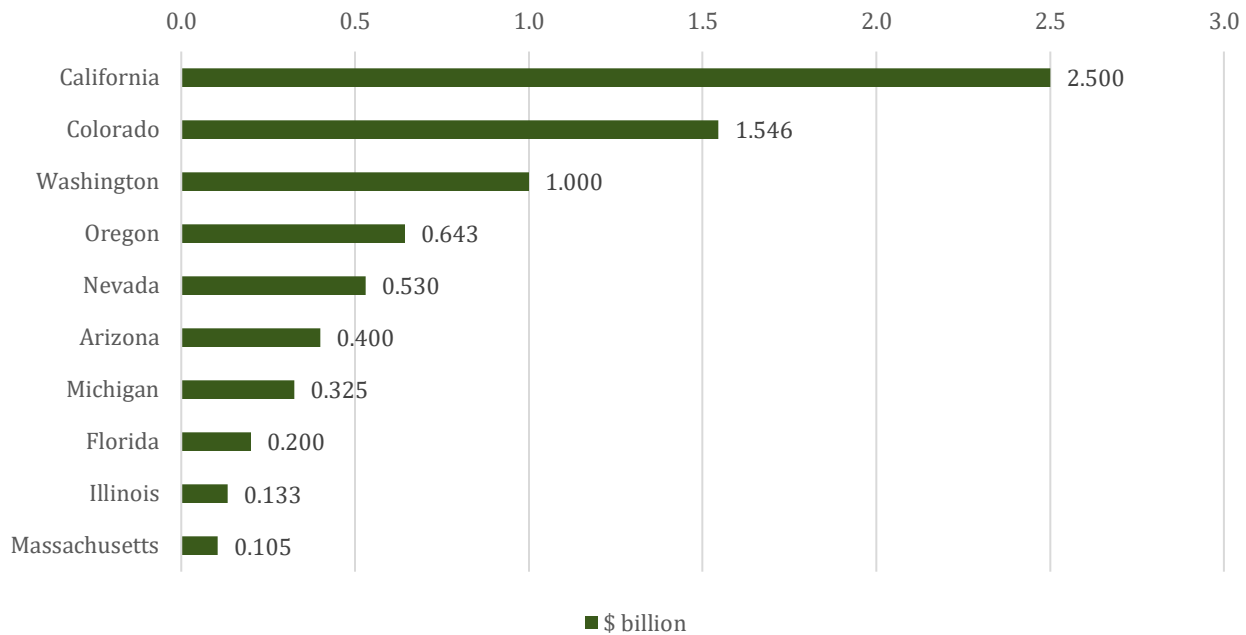


Figure 3. Medical and recreational cannabis sales in top states, 2018

There are about 10,000 active licenses for cannabis businesses in the U.S., according to Statista⁶. This includes cultivation, extraction and manufacturing, retail, distribution and testing licenses.

The industry employed 121,000 people in 2017 and 259,000 people in 2018. If cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 by 2022, according to New Frontier Data.

⁶ <https://www.statista.com/statistics/596641/us-cannabis-businesses-number/>

U.S. Cannabis Retail Market

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon’s adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as patient counts rose in new states and continued climbing in mature markets.

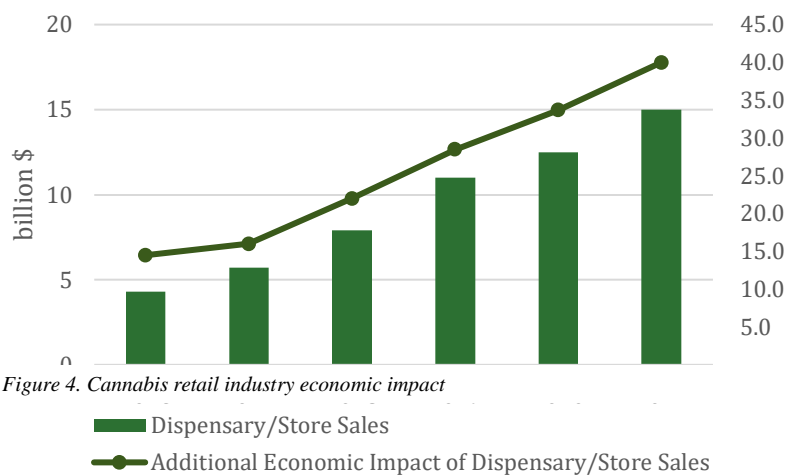


Figure 4. Cannabis retail industry economic impact

In 2017, overall cannabis sales in the United States at the retail level to soar by 31.5%, hitting \$5.7 billion on the back of continued growth in existing recreational cannabis markets.

Recreational sales are expected to surpass medical this year for the first time ever. Medical cannabis sales also are expected to sustain the industry.

dispensaries and retail stores throughout the country according to data from Statista⁷. The growing numbers of dispensaries is a large part as to why New Frontier projects the industry to top \$25 billion in revenue by 2025.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from \$16 billion in 2017 to \$40 billion by 2021, according to the “US Legal Cannabis: Driving \$40 Billion Economic Output” report released by ArcView Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the cannabis industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member’s cannabis business. But in general, more investors are pumping money into the cannabis industry than ever before, and they’re also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed \$450,000 in cannabis companies.

⁷ <https://www.statista.com/statistics/596641/us-cannabis-businesses-number/>

Cannabis Market in Massachusetts

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot. In 2018, there were over 60,000 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. They were served by 47 medical cannabis dispensaries.

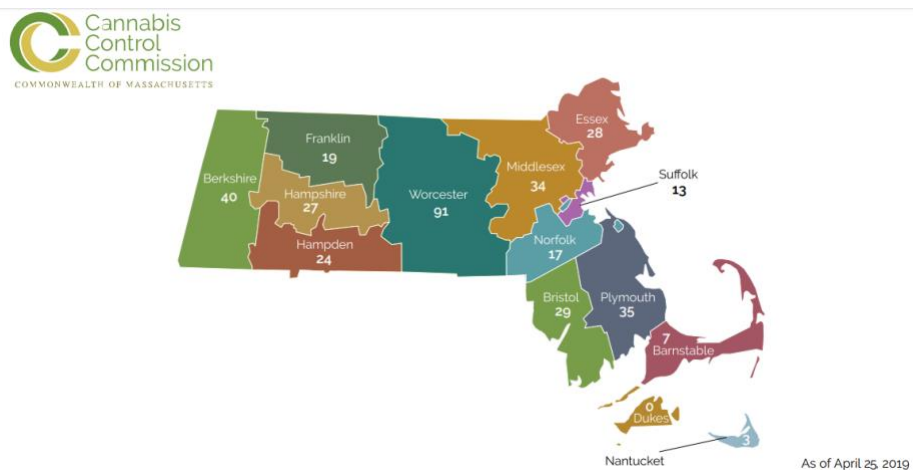
In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and the first retail cannabis business opened in Massachusetts in November 2018.

Cannabis Control Commission (CCC) Deadlines

| | |
|--------------------------|---|
| <i>March 15, 2018</i> | CCC shall promulgate rules and regulations for the issuance of licenses. |
| <i>April 1, 2018</i> | Accept applications for licenses. |
| <i>April 1-15, 2018</i> | Review applications of operating medical establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license. |
| <i>May 1, 2018</i> | Independent Testing Laboratory regulations and rules promulgated. Regulations for Nantucket and Duke counties promulgated. |
| <i>June 1, 2018</i> | CCC received first applications including 51 the most completed to review. |
| <i>November 20, 2018</i> | First Retail Marijuana Establishments opened in Massachusetts. |

Adult-Use Applications and Licenses

As of May 2019, 259 pending applications have been submitted, including 105 retailer, 76 cultivator, 57 manufacturer, 7 microbusiness, 3 transporter and 3 testing licenses, and 144 licenses have been awarded,



8 <https://mass.gov>

including 52 retailer, 45 cultivator, 39 manufacturer, 3 microbusiness, 2 transporter and 3 testing licenses. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Taxes

Adult use cannabis is subject to:

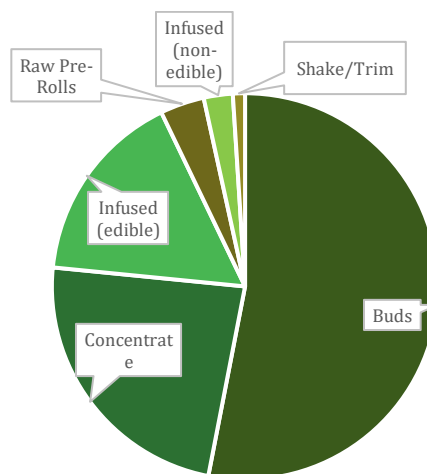
- state sales tax: 6.25%
- state excise tax 10.75%
- local option for cities or towns: up to 3%

Adult-Use Sales and Product Distribution

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in August 2019 total legal cannabis sales exceeded \$239 million, according to figures released by the Cannabis Control Commission⁹.

It is expected over 700,000 customers will be potentially interested in using recreational cannabis and the adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

Figure 5. Total units sold by product category for one week



⁹ <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

SWOT Analyses

S

- Diversification of business - manufacturing, cultivation, distribution and retail
- Diversified, Strategic Partnerships.
- Extensive industry knowledge.

W

- Product liability / legal issues.
- Enhanced risk of banking / financial / IRS scrutiny.
- High energy consumption.

O

- High growth industry.
- Growing interest and demand for high-quality cannabis products.
- Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes.
- Potential for Future Global Market.

T

- A significant drop in wholesale pricing.
- Possible cannabis law changing.
- Indicators of a slowed global economy.
- Larger companies entering the market.

MARKETING STRATEGY

Mint Dispensary acknowledges its responsibility to the surrounding community. As such we will take the most extensive measures possible to ensure that all marketing and advertising is done in a manner that complies with all municipal ordinances, state law, and in compliance with the advertising and promotion limitations of 935 CMR 500.105(4).

We have found that strong advertising and media campaigns are two of the most effective ways to build brand awareness and attract new guests and build customer loyalty. Mint Dispensary will leverage these and other proven methods of marketing to accomplish its stated objectives.

Marketing Plan

Due to the nature of the business, traditional advertising platforms are limited or not available to businesses in the Cannabis Industry. For Example, online advertising platforms have placed strict rules on how companies can market their products. Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have even gone as far as removing the accounts of cannabis related businesses.

Therefore, the marketing and sales strategy of Mint Dispensary will be based on generating long-term personalized relationships with retail customers through direct and third-party targeted marketing.

Our Marketing and Advertising efforts will include:

- **Involvement and Sponsorship of Cannabis Business and Industry Trade Associations.**
- **Attendance, Sponsorship, and Advertising at Industry Events, Trade Shows, and Conferences.**
- **Use of Branded Marijuana & Marijuana Product Packaging.** Within the confines of the regulatory requirements of 935 CMR 500.105(4), all product and packaging materials will include our logo and/or brand name to promote brand recognition.
- **Use of Third-Party Targeted Marketing Services.** We will maintain a storefront and product pages on third-party targeted marketing websites such as, but not limited to, Weedmaps, Leafly, EazeMD, and MassRoots.
- **Corporate Sponsorship of Community & Youth Programs.** We will actively seek to sponsor and promote drug awareness, youth drug prevention, and other community programs and services offered and administered by respected community organizations.

- **Retail Website.** We will establish and maintain a website that provides consumers with information about our services including the various forms of marijuana products available.
- **Branded Merchandise & Accessories.** We will incorporate our logo and brands on merchandise such as lighters, storage containers, and accessories, as well as clothing apparel such as hats, shirts, and sunglasses.
- **Sponsorship of Community Events.** We will actively seek opportunities to sponsor and promote community events and implement an employee community participation program to encourage and incentivize volunteerism.
- **Social Media.** We will have a significant social media presence. Appropriate forums will be monitored daily, with dedicated staff resources to be active and knowledgeable participants. We will develop a social media content strategy which will include Twitter, Facebook, Instagram, LinkedIn and YouTube. Our staff will be trained in the legalities of promoting our products.
- **Customer Loyalty Programs.** We will implement and maintain an aggressive customer loyalty program aimed at retaining our existing customer base.
- **Public Relations.** We will actively pursue and manage press coverage in the local and even national media. The Company will hire a Public Relations Firm to furnish local press organizations with information about the Company and its work within the community.
- **Text & E-mail Messaging.** Information and promotions will be send directly to consumers' electronic devices. Consumers will be required to verify their age to opt-in and can opt-out at any time.

Positioning

The Company will have five differentiation strategies that will appeal to consumers:

1. **Product Quality & Assortment** – Mint Dispensary will provide consumers with the largest assortment of brands and products under one roof. Our products will be safe, high-quality, and tested by an independent laboratory to ensure they are free of chemicals, pesticides, and mold. We will solicit feedback from our patients/customers to continuously improve product offerings.
2. **Facility Design** – Our modern design aesthetic will provide for a clean and inviting space. The secure vestibule where age verification will occur prior to being permitted to enter the sales area will be larger than those in competitor's stores to ensure patrons can wait indoors and out of inclement weather and the public view.

3. **Pricing** – Mint Dispensary will set and maintain its prices competitively by implementing a cost-leadership model at its production facilities, and leveraging our strong negotiating skills to secure wholesale partnerships with other marijuana establishments.
4. **Convenience** – With ample on-site parking, patrons will not be bothered by having to deal with long walks from off-site parking lots, customer shuttles, or valet services. In addition to parking, we will maximize the number of point-of-sale stations in the sales area to minimize wait times and long lines. The location will be conveniently accessible from highways and interstates.
5. **Unparalleled Service** – We will employ an expertly trained, knowledgeable, and friendly staff comprised of residents of the community who will help customers select the best products. The management team will always be available to talk with customers and potential customers, providing them with years of experience and expertise.

Competition

The cannabis industry is known to be highly competitive in the U.S. and in most parts of the world. The industry is consistently growing and the opening of each new establishment provides recreational users and patients with a greater number of options with respect to where they choose to obtain their cannabis products.

In this industry, most of the competitive dynamics center on the quality of cannabis and infused products offered, the quality and speed of services offered, affordable pricing, and the accessibility of the retail or dispensing location. Marketing & Advertising also plays a significant role.

Table 2. Adult-Use Marijuana Establishment Status of Surrounding Cities/Towns as of 6/12/2019

| City or Town | Est. Population | Adult-Use ME Status | Retailers w/ Provisional License |
|----------------------|-----------------|----------------------|-------------------------------------|
| Town of Dalton | 6,581 | MEs Allowed | n/a |
| Town of Lennox | 5,000 | Temporary Moratorium | n/a |
| Town of Lee | 5,900 | MEs Allowed | n/a |
| Town of Stockbridge | 1,900 | MEs Allowed | n/a |
| Town of Hinsdale | 1,900 | Temporary Moratorium | n/a |
| Town of Lanesborough | 3,091 | MEs Allowed | 1 |
| City of Pittsfield | 43,000 | MEs Allowed | 5 |

With respect to the retail operations, as of August 19, 2019, twenty-three (23) marijuana retailers had received approval to operate from the Cannabis Control Commission. With temporary moratoriums in abutting municipalities (see Table 1), Mint Dispensary is well positioned to service consumers in those municipalities with moratoriums, with minimal impact on the community, given the South Street location's accessibility and proximity to I-90 and MA-7. Not only will we strive to be the preferred

cannabis retailer for the residents of the City of Pittsfield, but we will be the closest retailer to consumers in the Towns of Lee, Lennox, Dalton, Stockbridge, and Hinsdale.

It is important to acknowledge that it is inevitable that surrounding municipalities will eventually over-turn their moratoriums on marijuana establishments resulting in a greater number of retailers in the region and greater competition for market share. We do not view this as a detriment to the viability of the operation as our Arizona-based stores operate in a medical marijuana market with a qualifying patient base similar to the total population of the region. Furthermore the stores are located in a large metropolitan area that is home to one hundred and ten (110) of the State's one hundred and thirty-six (136) licensed dispensaries. Given the intense competition for market share in Arizona, we continue to be a preferred destination for patients.

Given our experience and proof of concept with the success of our Arizona stores, we will not only remain competitive, but make the Mint Dispensary the preferred destination for recreational cannabis users in Berkshire County.

Target Customers

The retail operation will only sell marijuana or marijuana products to consumers that are at least 21 years of age or older. The facility will not be registered as a medical marijuana dispensary (RMD), and as such, will not offer medical marijuana products or serve medical marijuana patients unless they choose to patronize the establishment as an adult-use customer.

OPERATIONS PLAN

Location

The property is located at 1035 South Street in Pittsfield, Massachusetts, just north of the Lenox Town Line. 1035 South Street is the location of the former Dakota Steakhouse and, most recently, Enso's Asian Bistro restaurant.

The property is approximately 2.23± acres and is mainly developed with parking areas, buildings and some landscaped buffer and lawn areas along the perimeter. The property is abutted by the Shell gas station to the north, the Inn at Lenoxview and Haddad Toyota to the south, undeveloped land to the east, and commercial businesses such as Jiffy Lube, Guido's Fresh Marketplace and the Hilton Garden Inn, across Route 7/South Street to the west.



The property falls within the “B-G” Business General zoning district. Thus, a special permit from the Zoning Board of Appeals is required for a recreational marijuana retail facility in this zoning district in accordance with the table of permitted uses (Section 4.202). The Special Permit was granted in June 2019.

Parking & Vehicle Traffic Flow

The site is conveniently located on South Street which is regionally accessible from I-90, MA-7, MA-9, and MA-20.

The site offers 98 parking spots on a first-come first-served basis, which is sufficient to accommodate employee parking as well as provide for 60+ dedicated parking spaces for consumers. Customer parking on the site is sufficient to ensure patrons do not park on South Street or adjacent properties.

The site will have two points of ingress and egress from South Street/Route 7 ensuring that vehicular traffic flow on South Street/Route 7 is not adversely impacted by consumers navigating on-to or from the public right-of-way to access the site.

Site Security

The facility security incorporates physical security elements, electronic security systems, security staffing, and procedures to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and the theft of marijuana from the facility. These security measures have been designed to protect the premises, Mint Dispensary employees and the public.

The security plans and systems will be designed and installed to be compliant with all the requirements of 935 CMR 500.000 et. seq. with particular attention to 935 CMR 500.110, 935 CMR 500.105, 935 CMR 500.120, 935 CMR 500.130 and 935 CMR 500.140.

See Security Plan for a detailed explanation of security systems and protocols.

Retail Store Operations

Mint Dispensary is dedicated to presenting a clean and safe environment that provides a positive experience for both personnel and its customers. The sales area, as with all areas in the establishment, will be kept clean, organized, safe and in good-working order. Customers will enjoy a friendly and knowledgeable staff and a great variety of clearly-labeled products.

Hours of Operation

The hours of operation for the retail facility will be consistent with those of liquor stores under M.G.L. c.138 § 15 operating within the City of Pittsfield.

Table 3. Mint Dispensary's Proposed Hours of Operation

| Mon. | Tue | Wed | Thu | Fri | Sat | Sun |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| 9:00AM- 7:00PM | 9:00AM- 7:00PM | 9:00AM- 7:00PM | 9:00AM- 7:00PM | 9:00AM- 8:00PM | 9:00AM- 8:00PM | 10:00AM- 7:00PM |

The City of Pittsfield's Zoning Ordinance does not restrict hours of operation for Marijuana Establishments. Only employees and contractors of the facility will be allowed to enter the facility outside of normal operating hours. Hours of operation will be posted at the entrance to the facility.

Facility Design

The retail facility, for both operational and security reasons, will be divided into specific operational zones, both physically and electronically, to prevent diversion, theft, loss, or unauthorized access to cannabis.

All areas containing cannabis and cannabis goods shall be designated as limited access areas, including the retail area and the cannabis storage room. Entrances into the retailer will be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system will be utilized to limit access

and entry to the retailer and to separate it from the reception/lobby area. Restrooms will remain locked and under control of management. A separate delivery entrance will be provided ensuring cannabis deliveries from licensed distributors are not made through the public entrance.

This configuration yields optimal conditions for surveillance. These design elements will not only make unauthorized access extremely unlikely but also discourage theft.

Sale & Dispensing Procedures

Mint Dispensary will utilize MJ Freeway's MJ Platform, to manage the dispensing (point-of-sale), record keeping, inventory control, and reporting functions, of the facility under the direct supervision of the owner or his/her designee. The Company has perfected compliant dispensing policies and procedures through the collective experience and expertise of the Company's Officers & Directors. The facility will implement the policies, procedures, and training necessary to achieve and enforce secondary eligibility verification parameters for all age-verification and dispensing processes.

The Company's sale/dispensing procedures will include:

1. age verification;
2. a secure intake/check-in process;
3. controlled access into a secure consultation/sales area;
4. providing cannabis informational and support materials and consultations with a knowledgeable employee;
5. secondary eligibility verification procedures prior to dispensing or selling cannabis;
6. tracking of the amount, type, and lot/control numbers of cannabis dispensed in the Company's internal inventory control tracking system;
7. reporting the sale or dispensing of cannabis to the state track-and-trace system;
8. affixing labels produced by the point of sale system to each package of cannabis dispensed;
9. sealing cannabis products dispensed by the facility within an opaque, child-resistant exit bag, prior to transferring custody of the product to a qualifying patient or primary caregiver.

Odor Control & Nuisance Abatement

Marijuana operations can, at times, produce odors as a result of the processing of raw cannabis, which tends to have a naturally pungent odor. Mint Dispensary is dedicated to being a good neighbor and is experienced in designing marijuana retail, cultivation, and manufacturing facilities in a manner that mitigate and/or eliminate public nuisances including the emission of odors generated by our operations.

Odor Control

We have found that controlling the emission of odors is best accomplished through manipulation of both the physical environment as well as the HVAC systems.

All HVAC ducts in the facility will be outfitted with specially designed industrial grade air filtration devices with integrated HEPA filters that are effective at removing small particles and odors in most industrial applications, in-duct UV light air purifiers, activated carbon filters.

Finally, we will utilize vestibules to separate the interior areas of the building from the exterior environment at all primary ingress/egress points. The vestibules serve several functions, but with respect to odor mitigation, allow us to create negative air pressure between the interior of the vestibule and the exterior of the facility ensuring that the odors generated inside are not detectable on the outside.

With proper sealing of the building, and operation and maintenance of the air filtration systems no odor will be detectable outside of the building or off of the property.

Waste Disposal

All waste containing marijuana or marijuana by-products resulting from the storage, processing, and manufacture of marijuana and marijuana products will be disposed of in compliance with 935 CMR 500.105, any other applicable operational requirements that may be promulgated by the Cannabis Control Commission, and any other applicable state and local laws, ordinances, codes, and/or regulations, in a manner that does not create a public nuisance.

Noise Control

Because the operation is wholly contained inside an commercial building, we do not anticipate substantial noise emanating from the premises. Nevertheless, any noise generated by the facility will conform, at a minimum, to applicable state and local noise regulations, including the Massachusetts Department of Environmental Protection's Division of Air Quality noise regulations, 310 CMR 7.10'; the Pittsfield Board of Health Regulations; and all relevant State Health Department regulations.

Marijuana Storage

Pursuant to 935 CMR 500.110(1)(l), we will store all marijuana products in a locked room out of plain sight to prevent any diversion, loss or theft of the products. The storage room will be located in an employee-only area of the facility, monitored by the security surveillance system and secured by the security alarm system, and access control system. Access will be restricted to authorized employees in a limited access area.

In accordance with 935 CMR 500.105(11)(c), the storage room housing the marijuana products will be maintained in a clean and orderly condition. In addition to the sanitation protocols associated with the storage of the marijuana products, Mint will provide a storage room equipped with the appropriate equipment to optimize the storage conditions. In accordance with 935 CMR 500.105(11)(a), the establishment will provide adequate lighting, ventilation, temperature, humidity, space and equipment consistent with the applicable provisions of 935 CMR 500.105 and 500.110.

Small quantities of marijuana products intended for sale will be maintained behind the sales counter inside locking compartments in the retail sales area.

Inventory Tracking System

Mint is committed to ensuring that all marijuana products entering and leaving the facility are accurately recorded and traceable through the Commission-approved real-time inventory and seed-to-sale system, METRC. To accomplish this, Mint Dispensary will utilize and maintain an in-house web-based inventory system to track the quantity, type and location of all marijuana currently located or controlled within the premises to provide a transparent record for the Commission and other appropriate authorities.

Mint intends to use MJ Platform, an extensive seed-to sale tracking solution which allows us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation.

The Cannabis Control Commission has approved MJ Platform as a verified integrator with METRC.

Transportation

General Requirements

Our company will ensure that all transported marijuana products are linked to the seed-to-sale tracking program. For the purposes of tracking, seeds and clones will be properly tracked and labeled in a form and manner determined by the Commission. Any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment will be transported back to the Company.

All vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents. Prior to leaving for the purpose of transporting marijuana products, the Company will weigh, inventory, and account for, on video, all marijuana products to be transported.

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

Vehicles

A vehicle used for transporting marijuana products will be:

- owned or leased by our Company or the Marijuana Transporter;
- properly registered, inspected, and insured in the Commonwealth;
- equipped with an alarm system approved by the Commission; and
- equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.

Marijuana products will not be visible from outside the vehicle. Vehicles used to transport marijuana products will not bear any markings indicating that the vehicle is being used to transport marijuana products, and they will not indicate the name of the company. When transporting marijuana products, no other products will be transported or stored in the same vehicle. No firearms will be located within the vehicle or on a marijuana establishment agent.

Manifests

A manifest will be filled out in triplicate, with the original manifest remaining with our Company, a second copy provide to the destination Marijuana Establishment upon arrival, and a copy to be kept with our agent during transportation and returned upon completion of the transportation.

Prior to transport, the manifest will be securely transmitted to the destination Marijuana Establishment by facsimile or email.

Upon arrival at the destination Marijuana Establishment, our agent at the destination Marijuana Establishment will compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest will, at a minimum, include information according to the regulations.

Packaging and Labeling

Packaging

All marijuana and marijuana products intended to be offered for sale to consumers will be packaged and sold in tamper or child-resistant packaging that complies with the requirements of 935 CMR 500.105(6). Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive minors.

Labeling

Prior to marijuana being made available for retail sale, Mint Dispensary will ensure that each product has a legible, firmly affixed label that contains the information required under 935 CMR 500.105(5). The information on the label, will include, at a minimum, the following information:

1. The name and registration number of the Marijuana Cultivator that produced the marijuana, together with the retail licensee's business telephone number, electronic mail address, and website information, if any;
2. The quantity of usable marijuana contained within the package;
3. The date that the Marijuana Retailer or Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging;

4. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
5. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;
6. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
7. This statement, including capitalization:

“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.**”;

8. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



9. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



PRODUCTS & SERVICES

Mint Dispensary will offer the largest selection of marijuana flower, marijuana concentrates, and marijuana infused edible and topical products in the Commonwealth.

Products

The Retail Facility will sell:

- Flowers
- Concentrates & Extracts
- Preparations of Marijuana Flowers
- Infused Edibles
- Accessories
- Branded Merchandise



Product Sourcing

The Company's own cultivation and manufacturing operations, once licensed and operational, will supply the majority of marijuana flower and marijuana products necessary to maintain an adequate supply of product.

In addition, the facility will also purchase marijuana and marijuana products from other licensed Manufacturers and Cultivators. We understand the economic multiplier that occurs in the host community if we purchase product from local suppliers who have made effort to employ local residents, therefore, we intend to provide priority consideration to product cultivated in Pittsfield by independent cultivators.

Due to our demonstrated ability to produce our own high-quality marijuana and marijuana products, and our experience negotiating vendor agreements with other licensed marijuana establishment, we are confident that we will be able to maintain our supply chain without experiencing product shortages.

Product Quality

We will strive to ensure our customers have access to safe, high-quality products subject to careful selection, processing, transporting and testing by an independent laboratory. The following is a general outline of how Mint Dispensary plans to ensure quality control and quality assurance for the products available at retail:

- All marijuana products will be handled and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food

handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

- No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- All product must be deemed to comply with the testing standards required under 935 CMR 500.160 before it will be offered for wholesale or resale.

In addition, Mint Dispensary will maintain written policies and procedures for the production or distribution of marijuana products, as applicable, which shall include, but not be limited to:

- Policies and procedures for handling voluntary and mandatory recalls of marijuana products; and
- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is identified, segregated from other product, and destroyed.

Educational Services

In line with our Core Values, the Mint Dispensary will provide consumers with information to help them choose products appropriately and understand how to use them effectively and responsibly.

In addition to standard employee training and the Cannabis Control Commission's Responsible Vendor Training, the Company will implement a supplemental training program administered by Americans for Safe Access (ASA) for all customer-facing employees. ASA has been a trusted source of cannabis education and training for over 15 years. As a leader in cannabis education since 2002, ASA has conducted thousands of legal and advocacy trainings nationwide. The program will ensure employees are highly knowledgeable in customer service, the pharmacology of marijuana, and the effectiveness of different strains, methods, and forms of administration.

In addition to employing a knowledgeable staff, the Company will make educational materials about marijuana products available to consumers. The educational material will include all of the information required in 935 CMR 500.140.

Delivery

Marijuana and Marijuana Products will be delivered by vendor delivery vehicles or licensed marijuana transport operators.

The retail operation will consider delivering marijuana and marijuana products to patients once operations are established. Any delivery services to be offered to consumer by the facility in the future will comply with all state and municipal regulations.

FINANCIAL PLAN

Long-Term Financial Strategy

Mint Dispensary will implement a financial strategy, as an integral component of its strategic plan, that outlines how the organization plans to finance its overall operation and continue to meet its liabilities now and in the future. The financial strategy will assesses the Company's financial position pre-licensure; where it would like to be, financially, within three to five years' time; and what strategies need to be implemented to achieve financial targets.

The Company seeks to achieve financial sustainability, and secure the long-term viability of its operations through:

- i. maintaining a diversified funding mix, with a solid block of core financing and project funding to cover key services; and
- ii. generating surpluses through the sale of marijuana to authorized consumers and other marijuana establishments to build and maintain a reserve for unexpected expenses and general contingency planning.

The following policies provide a framework for the financial strategy, and shall be reviewed by the management team annually, for alignment with the Company's strategic plan:

- i. Financial Reserves – It is our policy to maintain general reserves equivalent to 3 months of operating expenditures. Surpluses in a given year will be added to this reserve.
- ii. Core Costs – It is our policy to apportion overhead costs on a monthly basis, in proportion to the direct costs incurred by each operation. Each operation should generate enough income to cover both its direct and apportioned indirect costs, unless management authorizes otherwise.
- iii. Pricing and Cost Recovery – It is our policy to charge consumers for goods and services rendered.
- iv. Ethics – It is our policy to consider the ethical nature of all funds offered before accepting. The Company shall not accept funds that create a conflict of interest or are not in-line with company values.

Funding Analysis

Table 5 identifies the total projected capital expenses that will be required to design, develop, and construct the facility.

Mint Dispensary Facilities II LLC has received a block of core financing from its Members for the the build-out of the proposed marijuana retail facility and to cover initial operating expenses.

An initial contribution of working capital (“cash”), in the amount of \$1,500,000.00 will be furnished by the Company’s member. The initial Member contribution will cover the capital expenses in Tables 5 and provide reserves for six (6) months of operating expenses based on the projections in Table 6. In addition, the Members have secured a \$15,000,000.00 line of credit for use in the marijuana industry that will act as a capital reserve ensuring the long-term viability of the operation.

No cash or tangible assets have been accepted or received from an entity or individual other than the Members of the Company. Therefore, no equity or member interest in the Company, or other benefits, have been conferred to any external party or entity, not directly affiliated with the Company at this time.

Table 5. Projected Capital Expenses, \$

| CAPEX | |
|--|----------------|
| Space improvements including finishing/painting, kitchen, office space, bathrooms, etc. | 350,000 |
| Security system including multiple camera feeds and metal/weapons detectors | 95,000 |
| Furniture, Display Counters, Refrigerators, Freezers, Multiple POS/ Cash Registers, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving | 65,000 |
| Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office, etc.) | 15,000 |
| Other | 0 |
| TOTAL | 525,000 |

Based on the funds available to the Company and the projected capital and operating expenses necessary to design, develop, construct and operate the facility, Mint Dispensary is well-capitalized and strongly positioned to successfully execute its business and operation plans.

Operating Expense Breakdown

Table 6 includes our projected annual operating expenses. serve as estimates only based on various factors such as the total number of employees required to operate the facility, fluctuations in utility service rates, and production demand of the market at any point in time.

The Company is projecting Operating Expenses, including payroll, of \$2,021,543.00 for the first year of operation.

Table 6. Operational Expenses, \$

| SG&A Expenses | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|------------------|------------------|------------------|------------------|------------------|
| G&A Expenses - Initial & General Costs | 105,980 | 66,780 | 66,780 | 66,780 | 66,780 |
| G&A Expenses - Retail | 222,988 | 294,650 | 294,650 | 294,650 | 294,650 |
| SG&A Expenses - Marketing & Sales Expenses | 1,024,928 | 1,364,429 | 1,290,313 | 1,288,795 | 1,262,545 |
| Senior Management Salaries & Benefits | 269,356 | 296,743 | 296,743 | 296,743 | 296,743 |
| IT Salaries & Benefits | 92,995 | 92,995 | 92,995 | 92,995 | 92,995 |
| Other Salaries & Benefits | 292,963 | 292,963 | 292,963 | 292,963 | 292,963 |
| SG&A Expenses - Misc. | 12,334 | 12,268 | 12,203 | 12,137 | 12,071 |
| Total SG&A Expenses | 2,021,543 | 2,420,828 | 2,346,647 | 2,345,063 | 2,318,748 |

Projected Revenues

Three factors were taken into account when projecting revenues:

- i. Massachusetts law authorizes people 21 and older grow up to six (6) plant in their home – and up to twelve (12) plants for two or more adults residing in the home.
- ii. There is no restriction on a person gifting up to an ounce of marijuana to another person who is 21 or older.
- iii. There are a limited number of CCC licensed marijuana cultivators and marijuana product manufacturers approved to operate. While currently limited, this number will grow.

The fluidity in the consumer and wholesale market and the total number of persons and other marijuana establishments cultivating their own marijuana for personal use or for commercial sale, may result in fluctuations in the customer base, and therefore directly impact the projected revenues provided in Table 7 below.

All things considers, we project that the facility will generate \$405,655.00 in revenue per month, or \$4,867,870.00 , in the first year of operation with increases realized each year thereafter.

The figure is extremely conservative and is calculated based on the anticipated number of individual units sold per month and retail price per unit of marijuana or marijuana products in the Commonwealth.

Table 7. Projected Revenues, \$

| | Revenue | Gross Profit | Net Income |
|---------------|----------------|---------------------|-------------------|
| YEAR 1 | 4,867,870 | 1,336,182 | -921,440 |
| YEAR 2 | 9,513,209 | 3,796,568 | 656,068 |
| YEAR 3 | 10,514,599 | 4,174,442 | 865,695 |
| YEAR 4 | 10,931,845 | 4,333,369 | 978,437 |
| YEAR 5 | 11,182,193 | 4,443,001 | 1,074,706 |

Profit & Loss Forecast

Business's revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Table 8. Income Statement, \$

| | \$ | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|----|-----------|-----------|------------|------------|------------|
| Revenue | | 4,867,870 | 9,513,209 | 10,514,599 | 10,931,845 | 11,182,193 |
| COGS - Cost of Goods Sold | | 3,531,688 | 5,716,641 | 6,340,157 | 6,598,476 | 6,739,192 |
| Gross Profit | | 1,336,182 | 3,796,568 | 4,174,442 | 4,333,369 | 4,443,001 |
| % of revenue | | 27% | 40% | 40% | 40% | 40% |
| SG&A Expenses | | | | | | |
| G&A Expenses - Initial & General Costs | | 105,980 | 66,780 | 66,780 | 66,780 | 66,780 |
| G&A Expenses - Retail | | 222,988 | 294,650 | 294,650 | 294,650 | 294,650 |
| SG&A Expenses - Marketing & Sales Expenses | | 1,024,928 | 1,364,429 | 1,290,313 | 1,288,795 | 1,262,545 |
| Senior Management Salaries & Benefits | | 269,356 | 296,743 | 296,743 | 296,743 | 296,743 |
| IT Salaries & Benefits | | 92,995 | 92,995 | 92,995 | 92,995 | 92,995 |
| Other Salaries & Benefits | | 292,963 | 292,963 | 292,963 | 292,963 | 292,963 |
| SG&A Expenses - Misc. | | 12,334 | 12,268 | 12,203 | 12,137 | 12,071 |
| Total SG&A Expenses | | 2,021,543 | 2,420,828 | 2,346,647 | 2,345,063 | 2,318,748 |
| Operating Income (EBITDA) | | (685,361) | 1,375,740 | 1,827,795 | 1,988,306 | 2,124,253 |
| % of revenue | | -14% | 14% | 17% | 18% | 19% |
| Depreciation and Amortization | | 17,731 | 26,474 | 26,474 | 26,474 | 26,474 |
| Earnings Before Interest & Taxes (EBIT) | | (703,091) | 1,349,265 | 1,801,320 | 1,961,831 | 2,097,779 |
| Interest Expense | | (17,921) | (21,773) | (4,354) | 0 | 0 |
| Earnings Before Taxes (EBT) | | (721,013) | 1,327,492 | 1,796,966 | 1,961,831 | 2,097,779 |
| Income Tax | | 200,427 | 671,424 | 931,271 | 983,394 | 1,023,073 |
| Net Income | | (921,440) | 656,068 | 865,695 | 978,437 | 1,074,706 |
| % of revenue | | -19% | 7% | 8% | 9% | 10% |

Cash Flow Forecast

The cash flow projections in Table 9 demonstrate that the business will have sufficient cash to support its operations and related activities.

Table 9. Cash Flow Statement, \$

| | \$ | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|----|-------------|-----------|-----------|-----------|-----------|
| Net Income | | (921,440) | 656,068 | 865,695 | 978,437 | 1,074,706 |
| | | | | | | |
| Cash Flow from Operations | | | | | | |
| Depreciation | | 17,731 | 26,474 | 26,474 | 26,474 | 26,474 |
| Change in Receivables | | (695,410) | (97,357) | (83,449) | (34,771) | (20,862) |
| Change in Inventory | | (432,601) | (60,564) | (51,912) | (21,630) | (12,978) |
| Change in Accounts Payable | | 462,946 | 65,882 | 54,075 | 21,630 | 12,978 |
| Total Cash Flow from Operations | | (1,568,775) | 590,503 | 810,883 | 970,141 | 1,080,318 |
| | | | | | | |
| Cash Flow from Investing | | | | | | |
| Capital Expenditures (CAPX) | | (525,000) | 0 | 0 | 0 | 0 |
| Other | | 0 | 0 | 0 | 0 | 0 |
| Total Cash Flow from Investing | | (525,000) | 0 | 0 | 0 | 0 |
| | | | | | | |
| Cash Flow from Financing | | | | | | |
| Revolver Issuance / (Repayment) | | 977,339 | (580,657) | (396,681) | 0 | 0 |
| Long-Term Debt Issuance / (Repayment) | | 0 | 0 | 0 | 0 | 0 |
| Paid in Capital | | 1,300,000 | 0 | 0 | 0 | 0 |
| Drawings (profit share) | | 0 | 0 | 0 | 0 | 0 |
| Total Cash Flow from Financing | | 2,277,339 | (580,657) | (396,681) | 0 | 0 |
| | | | | | | |
| Total Change in Cash | | 183,564 | 9,846 | 414,202 | 970,141 | 1,080,318 |
| Beginning Period Cash | | 0 | 183,564 | 193,409 | 607,611 | 1,577,752 |
| Ending Period Cash | | 183,564 | 193,409 | 607,611 | 1,577,752 | 2,658,071 |

Balance Sheet Forecast

The prospective balance sheet below evidences healthy growth of net worth and a strong financial position.

Table 10. Balance Sheet, \$

| \$ | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|------------------|------------------|------------------|------------------|------------------|
| Assets | | | | | |
| Current Assets | | | | | |
| Cash | 181,251 | 186,569 | 598,539 | 1,567,958 | 2,648,277 |
| Receivables | 695,410 | 792,767 | 876,217 | 910,987 | 931,849 |
| Inventory | 432,601 | 493,165 | 545,077 | 566,707 | 579,685 |
| Total Current Assets | 1,309,262 | 1,472,501 | 2,019,833 | 3,045,653 | 4,159,812 |
| | | | | | |
| Long Term Assets | | | | | |
| Property Plant & Equipment (PPE), gross | 525,000 | 525,000 | 525,000 | 525,000 | 525,000 |
| Accumulated Depreciation of PPE | (17,731) | (44,205) | (70,679) | (97,154) | (123,628) |
| PP&E, net | 507,269 | 480,795 | 454,321 | 427,846 | 401,372 |
| Total Assets | 1,816,531 | 1,953,296 | 2,474,153 | 3,473,499 | 4,561,183 |
| | | | | | |
| Liabilities | | | | | |
| Current Liabilities | | | | | |
| Accounts Payable | 462,946 | 528,827 | 582,902 | 604,532 | 617,510 |
| Total Current Liabilities | 1,440,284 | 925,508 | 582,902 | 604,532 | 617,510 |
| | | | | | |
| Long Term Liabilities | 0 | 0 | 0 | 0 | 0 |
| Total Liabilities | 1,440,284 | 925,508 | 582,902 | 604,532 | 617,510 |
| | | | | | |
| Equity | | | | | |
| Paid-in Capital/Drawings | 1,300,000 | 1,300,000 | 1,300,000 | 1,300,000 | 1,300,000 |
| Retained Earnings | (923,753) | (272,212) | 591,251 | 1,568,967 | 2,643,673 |
| Current Period Retained Earnings | 376,247 | 1,027,788 | 1,891,251 | 2,868,967 | 3,943,673 |
| Total Equity | 376,247 | 1,027,788 | 1,891,251 | 2,868,967 | 3,943,673 |
| Total Liabilities and Equity | 1,816,531 | 1,953,296 | 2,474,153 | 3,473,499 | 4,561,183 |

Statement on Long-Term Viability

Mint Dispensary's financial planning process is underpinned by scenarios that encompass a wide spectrum of potential outcomes. The scenarios are designed to be severe but plausible; and take full account of the availability and likely effectiveness of the mitigating actions that could be taken to avoid or reduce the impact or occurrence of the underlying risks and that realistically would be open to them in the circumstances. We acknowledge that the principal risks facing the company are robust.

Based upon the thorough assessment of the principal risks facing the company and a stress-testing based assessment of our organization's prospects, the Mint Dispensary has a reasonable expectation that the we will be able to continue to operate and meet our liabilities as they fall due.

MINT DISPENSARY FACILITIES II LLC
Plan to Obtain Liability Insurance

Mint Dispensary Facilities II LLC (“Mint” or the “Company”) will obtain and maintain general and product liability insurance coverage as required under 935 CMR 500.105(10).

The Company has applied for, successfully cleared underwriting, and has received a bindable policy quote that satisfies the requirements of 935 CMR 500.105(10). The insurer is/will be Trisura Specialty Insurance Company. The policy, having already cleared underwriting, ensures that the facility, its line of business, and its products are insurable as proposed.

Once the Company receives a provisional license from the Commission, the Company will request to have the policy quoted and will bind the policy at that time.

A copy of the bindable quote evidencing its compliance with 935 CMR 500.105(10) is attached.



Producer Information

Company: Farmer Woods Group

To: Kacie Cancelli

First Name Insured

Insured Name: Mint Dispensary Facilities II LLC

Insured Address: 1035 S. Street, Pittsfield, MA 01201

Policy Quote

Insurer: Trisura Specialty Insurance Company

Underwriter: Carson Post

Quote #: QST-000573

Eff. Date: 12/1/2019 TO 12/1/2020 12:01 am

PREMIUM BREAKDOWN:

| | | |
|-----------------------------|----------|-----------|
| General Liability | \$ | 2,342.00 |
| Products Liability | \$ | 3,705.00 |
| Property | \$ | 11,031.00 |
| Crop | Excluded | |
| Cargo | Excluded | |
| Total Policy Premium | \$ | 17,078.00 |
| | | |
| Inspection Fee | \$ | 500.00 |
| Policy Fee | \$ | 750.00 |
| Filing Fee | \$ | 345.00 |

SL Tax \$ 683.12

Total: \$ **19,356.12**

| Scheduled Locations | |
|---------------------|--------------------------------------|
| Mailing | 1035 S. Street, Pittsfield, MA 01201 |
| Loc 1 Bldg 1 | 1035 S. Street, Pittsfield, MA 01201 |

COVERAGE BREAKDOWN:

General Liability Trisura Specialty Insurance Company

| Occurrence Form | Coverage Limits | Premium | Rating | |
|--------------------------------------|-----------------|-------------|--------|-----------------|
| Each Occurrence | \$ 1,000,000 | \$ 2,342.00 | Sales | \$ 1,500,000.00 |
| General Aggregate | \$ 2,000,000 | | | |
| Products Completed Operations | Excluded | | | |
| Personal & Advertising Injury | \$ 1,000,000 | | | |
| Damage to Premises Rented to You | \$ 250,000 | | | |
| Medical Payments | Excluded | | | |
| Hired and Non-Owned Auto Endorsement | Excluded | | | |
| Deductible | \$5,000 | | | |

Products Liability Trisura Specialty Insurance Company

| Claims Made Form | Coverage Limits | Premium | Rating | |
|----------------------------------|-----------------|-------------|--------|-----------------|
| Each Claim/Policy Term Aggregate | \$1M / \$2M | \$ 3,705 | Sales | Non-Accessories |
| Deductible | (Per Claim) | \$ 2,500 | | \$ 1,500,000.00 |
| Endorsements | | | | |
| Product Withdrawal | N/A | Not Chosen | | Accessories |
| Deductible | N/A | (Per Claim) | | \$ - |
| Retro Active Period | Date: Inception | \$ - | | |

Commercial Property

Trisura Specialty Insurance Company

Coverage Extension: Bronze**Coverage Limit Premium****Rating**

| | | | | |
|--|------------|------------------|-----|--------------|
| | | \$ 11,031.00 | TIV | \$ 1,275,000 |
| Building/Tenant Improvements and Betterments | \$ - | | | |
| Loss of Income | \$ 750,000 | 1/6 | | |
| Cannabis Equipment/Tools | \$ - | | | |
| Cannabis Inventory/Finished Stock | \$ 500,000 | 80% co | | |
| Business Personal Property | \$ 25,000 | 80% co | | |
| Indoor Crop | \$ - | | | |
| Property Deductible | \$ 2,500 | (Per Occurrence) | | |

Commercial Property Endorsement

Bronze

\$ 1,000.00

| | | |
|--|--|---------------------------|
| | Accounts Receivable | |
| Blanket Coverages | Debris Removal Increased Limit | \$ 25,000.00 |
| | Personal Effects and Property of Others | |
| | Valuable Papers and Records | |
| | Refrigerated Goods Spoilage | \$ 25,000.00 |
| | Property in Transit | \$ 25,000.00 |
| | Back Up of Sewer/Braid & Seepage | \$ 7,500.00 |
| | Brands and Labels | \$ 7,500.00 |
| | Computers and Computerized Equipment | \$ 15,000.00 |
| | Computer Fraud | \$ 5,000.00 |
| | Electronic Data | \$ 7,500.00 |
| | Electrical Injury/Utility Services | \$ 15,000.00 |
| | Employee Dishonesty | \$ 15,000.00 |
| | Extra Expense | \$ 7,500.00 |
| | Fine Arts | \$ 7,500.00 |
| | Fire Department Service Charge | \$ 5,000.00 |
| | Fire Protection Equipment Recharge | Included |
| | Forgery and Alteration | \$ 7,500.00 |
| | Money and Securities | \$ 7,500.00 |
| Newly Acquired or Contracted Property Increased Limit | Building | See Endorsement |
| | Personal Property | See Endorsement |
| <i>Ordinance or Law Coverages</i> | <i>Loss to Undamaged Portion of the Building</i> | <i>Included</i> |
| | <i>Demolition</i> | \$ 25,000.00 |
| | <i>Increased Cost of Construction</i> | \$ 25,000.00 |
| | <i>Outdoor Property</i> | \$ 15,000.00 |
| | <i>Premises Boundary Increased Distance</i> | 1,000 Feet |
| | <i>Preservation of Property</i> | 90 days |
| | <i>Replacement Cost Optional Coverage - Red</i> | If shown on Declaration |
| | <i>Trees, Shrubs and Plants</i> | \$500 per / up to \$5,002 |

These apply only when
the Business Income or
Extra Expense Coverage
Forms are a part of this
policy.

| | |
|---|---------------|
| Extended Business Income Increased Time F | 365 Days |
| Newly Acquired Locations Increased Limits | \$ 120,000.00 |
| Utility Services | \$ 25,000.00 |
| Premises Boundary Increased Distance | 1,000 Feet |

All forms that apply to this quotation may not be shown below.
Please refer to the policy for all applicable terms and conditions.

Common Forms

| | |
|-------------------|--|
| QS IL DS 09 09 | Common Policy Declarations |
| QS IL 00 01 10 18 | Common Policy Conditions |
| QS IL 01 00 10 18 | Additional Exclusions, Terms, and Conditions |
| IL 09 35 07 02 | Exclusion of Certain Computer-related Losses |
| IL 09 53 01 15 | Exclusion of Certified Acts of Terrorism |
| QS IL 00 02 12 18 | Service of Process |

General Liability

| | |
|-------------------|--|
| QS GL 00 02 10 18 | Commercial General Liability Declarations Page |
| QS GL 00 01 10 18 | Commercial General Liability Coverage Form |
| QS GL 10 01 11 18 | Additional Exclusions, Terms, Conditions, Warranties Cannabis Business Liability |
| QS 10 07 04 19 | Assault or Battery Exclusion |
| QS GL 10 03 10 18 | Absolute Weapons Exclusion |
| QS GL 10 04 10 18 | Animals Exclusion |
| QS GL 10 05 10 18 | Residential Occupancy Exclusion |
| QS GL 10 22 10 18 | Employees of Independent Contractors Exclusion |
| CG 21 55 09 99 | Total Pollution Exclusion with a Hostile Fire Exception |

Product Liability

| | |
|-------------------|---|
| QS PL 00 01 10 18 | Product Liability Declarations Page |
| QS PL 00 02 10 18 | Products/Completed Operations Liability Claims Made and Reported Insurance |
| QS PL 00 04 10 18 | Product Liability Mid-Year Audit Requirements |
| QS PL 00 05 10 18 | Short Rate Cancellation Table |
| QS PL 10 11 10 18 | Proposition 65 Warnings Exclusion |
| QS PL 10 12 09 19 | Specified Herbal Products Exclusion |
| QS PL 10 13 10 18 | Vaporizing Equipment and Components Exclusion |
| QS PL 10 14 10 18 | Seepage and/or Pollution and/or Contamination Exclusion |
| QS PL 10 15 10 18 | Foreign Products Liability Exclusion |
| QS PL 10 16 10 18 | Online Sales Limitation - Intrastate Only |
| QS PL 00 03 10 18 | Duties in the Event of a Claim or Suite or a A Defect or Product Withdrawal |
| QS PL 20 01 10 18 | Blanket Additional Insured - Vendors |

Property

| | |
|-------------------|---|
| CP DS 00 10 00 | Commercial Property Declarations |
| CP 00 90 07 88 | Commercial Property Conditions |
| CP 01 40 07 06 | Exclusion of Loss Due to Virus or Bacteria |
| CP 10 30 10 12 | Property Causes of Loss - Special Form |
| CP 10 32 08 08 | Water Exclusion Endorsement |
| CP 12 11 10 00 | Burglary and Robbery Protective Safeguards |
| QS CP 00 01 10 18 | Building and Personal Property Coverage Form |
| QS CP 00 02 10 18 | Business Income (and Extra Expense) Coverage Form |
| QS CP 10 01 10 18 | Additional Exclusions & Endorsements Cannabis Business Property |
| QS CP 10 02 10 18 | Exclusion - All - Pesticides, Pests and Bugs, Virus or Fungal Disease |
| QS CP 10 03 10 18 | Limitation of Liability Endorsement |
| QS CP 10 04 10 18 | Locked Vehicle Warranty |
| QS CP 10 13 10 18 | Track and Trace Warranty |
| QS CP 10 11 10 18 | Aluminum Wiring Exclusion |
| QS CP 10 12 10 18 | Roofs Over 10 Years Old |
| QS CP 20 03 10 18 | Commercial Property Coverage Extension Endorsement - Bronze |
| CP 10 54 06 07 | Windstorm or Hail Exclusion |

Quotation Terms and Conditions

1. This Quotation must be delivered to the client prior to binding coverage.
2. This Quotation is based on the underwriting information in your application or provided by you. The terms being offered may not be the same or as broad as requested in your application. Please review this quotation carefully and advise us if you have any questions.
3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This quotation can be withdrawn any time prior to binding.
4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may effect coverage.
5. This quotation is conditioned upon the payment of all outstanding premiums for all policies.
6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. Failure to cooperate by the applicant may effect coverage.
7. This insurance contract is issued pursuant to the state insurance laws by an insurer neither licensed by nor under the jurisdiction of the State's Insurance Department ("Surplus Lines Insurer"). This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the Surplus Lines Insurer, losses will not be paid by the state insurance guaranty fund.
8. All quotations are valid for 30 days.

Subjectivities

This Quotation is subject to receipt, review and acceptance of the following items prior to binding:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed QuadScore Supplemental Application signed by an owner or executive officer of the insured.
3. Signed and fully completed Terrorism Disclosure Notice by an owner or executive officer of the insured within ten days of binding
4. Any and all forms required for state surplus lines laws signed & completed.
5. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to as this is a requirement to maintain your policy in good standing.
6. Currently valued 3 year loss runs.
7. Insured audit and site inspection contact email and phone numbers



NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from certified acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the attorney General of the United States - to be an act of terrorism.

This quotation offers coverage for Insurer's share of liability for loss caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA).

Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events or other than certified acts of terrorism.

Under the formula, the United States government generally reimburses a specified percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The percentage of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage for which such insurance company will be reimbursed by the United States government is:

| | |
|----------------------------------|----------------------------------|
| 85% for losses occurring in 2015 | 82% for losses occurring in 2018 |
| 84% for losses occurring in 2016 | 81% for losses occurring in 2019 |
| 83% for losses occurring in 2017 | 80% for losses occurring in 2020 |

The premium charged for the coverage quoted herein does not include any charge for that portion of any terrorism loss to be paid by the United States government.

TRIPRA contains a USD100 billion cap limiting United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD 100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, the coverage quoted herein may be reduced.

In the event that the Insured declines to purchase TRIPRA coverage, the policy will contain an Exclusion of Certified Acts of Terrorism.

This quotation offers coverage for loss caused by "certified acts of terrorism" as defined by the Act. That part of the total premium amount quoted here by the insurer that is attributed to coverage pursuant to TRIA, is estimated below or noted in your quote.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

| | |
|--|--|
| | I hereby elect to purchase terrorism coverage for a premium of \$_____ (or as stated in the premium section of quotation.) |
| | I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. |

Policyholder's Signature

Date Signed

Print Name



ADDITIONAL INSURED SCHEDULE

| | | | | | |
|--------------------------------------|---------------------------------------|--------------------------|--------------------------|-----|--|
| REASON FOR INTEREST: | | | | | |
| <input type="checkbox"/> | Landlord | <input type="checkbox"/> | Leased Equipment | | |
| <input type="checkbox"/> | State or Governmental Agency | <input type="checkbox"/> | Mortgagee | | |
| <input type="checkbox"/> | Vendor | | | | |
| NAME AND ADDRESS OF INTEREST: | | | | | |
| Name | | | | | |
| Street | | | | | |
| City | | State | | Zip | |
| ADDITIONAL COVERAGE(S): | | | | | |
| <input type="checkbox"/> | Primary Wording | <input type="checkbox"/> | Non-Contributory Wording | | |
| <input type="checkbox"/> | 30-day Notice of Cancellation Wording | | | | |
| LOCATION ADDRESS: | | | | | |
| Location # | | Building # | | | |
| Street | | | | | |
| City | | State | | Zip | |

| | | | | | |
|--------------------------------------|---------------------------------------|--------------------------|--------------------------|-----|--|
| REASON FOR INTEREST: | | | | | |
| <input type="checkbox"/> | Landlord | <input type="checkbox"/> | Leased Equipment | | |
| <input type="checkbox"/> | State or Governmental Agency | <input type="checkbox"/> | Mortgagee | | |
| <input type="checkbox"/> | Vendor | | | | |
| NAME AND ADDRESS OF INTEREST: | | | | | |
| Name | | | | | |
| Street | | | | | |
| City | | State | | Zip | |
| ADDITIONAL COVERAGE(S): | | | | | |
| <input type="checkbox"/> | Primary Wording | <input type="checkbox"/> | Non-Contributory Wording | | |
| <input type="checkbox"/> | 30-day Notice of Cancellation Wording | | | | |
| LOCATION ADDRESS: | | | | | |
| Location # | | Building # | | | |
| Street | | | | | |
| City | | State | | Zip | |



REQUEST TO BIND

Request to Bind: The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

Required Notification of Any Changes: The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify QuadScore, LLC of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

Applicant Warranty: The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided. This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

Applicant Name: _____

Signed By: _____
(Please type or print name and title)

Signature: _____
(Must be signed and dated by Principal or Officer of Applicant)

Date: _____

MINT DISPENSARY FACILITIES II LLC

Procedures for Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, Mint Dispensary Facilities II LLC (“Mint”) will not sell or market any marijuana product that is not capable of being tested by licensed Independent Testing Laboratories. Mint will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Mint by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Pursuant to 935 CMR 500.160(9), Mint will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. All testing results will be maintained by Mint for no less than one year in accordance with 935 CMR 500.160(3).

Mint’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), Mint will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Mint will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Mint storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. Mint’s storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

MINT DISPENSARY FACILITIES II LLC

Personnel Policies

Mint Dispensary Facilities II LLC (“Mint”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Mint will make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), Mint is providing these personnel policies, including background check policies, for its adult-use Marijuana Establishment that will be located in the City of Pittsfield, MA.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Mint determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Mint strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or client.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Mint has and follows a set of detailed written operating procedures for each location. Mint has developed and will follow a set of such operating procedures for each facility. Mint’s operating procedures will include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or

other emergencies;

(j) Alcohol, smoke, and drug-free workplace policies;

(k) A plan describing how confidential information will be maintained;

(l) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the

laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website. (n) 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).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;

2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of Mint's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily.

Mint shall maintain records of responsible vendor training compliance, pursuant to 935 CMR

500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of Mint will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Mint and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, Mint's personnel records will be available for inspection by the Commission, upon request. Mint's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

(d) The following Mint 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 of Mint's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Mint 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;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

(g) Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Mint understands that in the event that Mint were to close, all records will be kept for at least two years at the expense of Mint.

MINT DISPENSARY FACILITIES II LLC

Record Keeping Procedures

Mint Dispensary Facilities II LLC's ("Mint") records shall be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). Mint shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with Mint, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Mint's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

MINT DISPENSARY FACILITIES II LLC

Qualifications and Training

Mint Dispensary Facilities II LLC (“Mint”) will, pursuant to 935 CMR 500.105(2)(a), ensure that all retail marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff will receive eight hours of on-going training annually. New retail marijuana establishment agents will receive employee orientation prior to beginning work with Mint. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of Mint that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Mint shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of Mint’s employees will be registered as retail marijuana establishment agents, in accordance with 935 CMR 500.030 and are subject to a complete background check in accordance with 935 CMR 500.030(1). All registered agents of Mint shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in retail marijuana establishment agents’ files. Mint will retain all training records for at least one year after a retail marijuana establishment agents’ termination. Retail marijuana establishment agents will receive continuous quality training and a minimum of 8 hours annual on-going training.

RESTRICTING ACCESS TO AGE 21 OR OLDER

Mint Dispensary Facilities II LLC (“Mint” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(o). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(o)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities located in Uxbridge, Massachusetts. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities. Acceptable forms of identification include:
 - a. A motor vehicle license;
 - b. A liquor purchase identification card;
 - c. A government-issued identification card;
 - d. A valid government-issued passport; and
 - e. A valid United States-issued military identification card.
3. The Company will only market marijuana and marijuana infused products to individuals aged twenty-one (21) or older. Any marijuana product labeling will make it clear that marijuana and marijuana infused products are not to be accessed or consumed by individuals under the age of twenty-one (21). Specifically, the Company will follow 935 CMR 500.105(4)(a)(5) to ensure that the Company’s branding, marketing, and advertising is done in a manner that does not encourage or promote the diversion of marijuana. Furthermore, the Company understands that in accordance with 935 CMR 500.105(4)(a)(2), advertising of marijuana and marijuana infused products may only be done at charitable or public events where at least 85% of the audience is reasonably expected to be age twenty- one (21) or older.

MAINTAINING OF FINANCIAL RECORDS

Mint Dispensary Facilities II LLC (“Mint”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, Mint will implement the following policies for Recording Sales:

- (a) Mint will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Mint may also utilize a sales recording module approved by the DOR.
- (c) Mint will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Mint will 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. Mint will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Mint 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 will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Mint will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Mint will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Mint will 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.

Following the closure of Mint, all records will be kept for at least two years, at Mint’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Mint shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Mint Dispensary Facilities II LLC - Pittsfield MA

DIVERSITY PLAN

Mint Dispensary Facilities II LLC (“Mint” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Mint a leader and champion of diversity, both in the Town of Pittsfield and throughout the broader Massachusetts cannabis industry.

Mint’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 35% of our staffing needs from women and minorities.

Programs to Achieve Diversity Goal One:

- Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of Mint’s corporate hierarchy and across all departments. Membership on the CDI shall be determined by seniority of the employee and the composition of the CDI shall be comprised of at least 33% people who are minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+ community.
- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+ community, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Mint’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow Mint to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 35% of our staffing needs from women and minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by Mint’s total staffing at its Pittsfield facility to determine the percentage achieved.

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Goal Two: Enhance workforce diversity by contracting with diverse businesses.

Diversity in Contracting

Mint will make good faith efforts to employ a minimum of 10% of its contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a Minority Business Enterprise, a Women Business Enterprise, a Veteran Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran-Owned Business Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Measurements:

- *Qualitative Metrics:* We will seek to have diversity across demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships: (i.e. we don’t want our contractors to all fall within the same category of DBE and instead will seek to find companies from businesses owned by minorities; women; veterans; people with disabilities; and members of the LGBTQ+ community).
- *Quantitative Metrics:* Mint’s goal shall be that a minimum of 10% of its contractual expenditures will be through contractual agreements with DBE. We will maintain a database of all cannabis establishment wholesale customers and all ancillary service providers by which to judge our progress toward this contracting goal.

Mint acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

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

Mint acknowledges that 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.