



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283065
Original Issued Date: 10/01/2020
Issued Date: 10/01/2020
Expiration Date: 10/01/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: New England Treatment Access, LLC.

Phone Number: 508-528-0093 Email Address: mconnolly@netacare.org
Business Address 1: 5 Forge Parkway Business Address 2:
Business City: Franklin Business State: MA Business Zip Code: 02038
Mailing Address 1: 5 Forge Parkway Mailing Address 2:
Mailing City: Franklin Mailing State: MA Mailing Zip Code: 02038

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: RMD Priority
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number: RP201822

RMD INFORMATION

Name of RMD: New England Treatment Access, LLC.
Department of Public Health RMD Registration Number: 002 (RMD125-R), 006 (RMD185-R)
Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts
To your knowledge, is the existing RMD certificate of registration in good standing?: yes
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 6.7 Percentage Of Control: 6.7
Role: Owner / Partner Other Role:
First Name: Kevin Last Name: Fisher Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 17.5 Percentage Of Control: 17.5
Role: Owner / Partner Other Role:
First Name: William Last Name: Wrigley Suffix: Jr
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 2.2 Percentage Of Control: 2.2
Role: Owner / Partner Other Role:
First Name: James Last Name: Whitcomb Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 0.3 Percentage Of Control: 0.3
Role: Owner / Partner Other Role:
First Name: James Last Name: Holmes Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 0.1 Percentage Of Control: 0.1
Role: Owner / Partner Other Role:
First Name: Thomas Last Name: Venables Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 0.2 Percentage Of Control: 0.2
Role: Owner / Partner Other Role:
First Name: Edward Last Name: Brown Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 0.1 Percentage Of Control: 0.1
Role: Owner / Partner Other Role:

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

Person with Direct or Indirect Authority 8

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

Person with Direct or Indirect Authority 9

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

Person with Direct or Indirect Authority 10

Percentage Of Ownership: 0.2 Percentage Of Control: 0.2
Role: Owner / Partner Other Role:
First Name: Charles Last Name: May Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 11

Percentage Of Ownership: 0.1 Percentage Of Control: 0.1
Role: Executive / Officer Other Role:
First Name: Farid Last Name: Khan Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 12

Percentage Of Ownership: Percentage Of Control:
Role: Executive / Officer Other Role:
First Name: Amanda Last Name: Rositano Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 13

Percentage Of Ownership: Percentage Of Control:

Role: Executive / Officer Other Role:

First Name: Lynnette Last Name: French Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 14

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Christopher Last Name: Desimone Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 15

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Anne Last Name: Joyce Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 16

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Chelsea Last Name: Ekenseair Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 17

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Daniel Last Name: Arruda Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 18

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Patrick Last Name: Barlow Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 19

Date generated: 12/03/2020

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Stephen Last Name: Coraccio Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 20

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Leslie Last Name: Laurie Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 21

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Scott Last Name: Lemerise Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 22

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Matthew Last Name: Lowther Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 23

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Angela Last Name: Cheek Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 24

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Michelle Last Name: Herrick Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 25

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

Person with Direct or Indirect Authority 26

Percentage Of Ownership:	Percentage Of Control:	
Role: Director	Other Role:	
First Name: Kimberly	Last Name: Napoli	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: SH Parent, Inc.	Entity DBA:	DBA City:
<p>Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC.</p>		
Foreign Subsidiary Narrative:		
Entity Phone: 404-984-9827	Entity Email: llinder@liveparallel.com	Entity Website:
Entity Address 1: 55 Ivan Allen Blvd. NW, Suite 900	Entity Address 2:	
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308
Entity Mailing Address 1: 55 Ivan Allen Blvd. NW, 9th Floor	Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308
<p>Relationship Description: The entity owns 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC. The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, LLC and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC.</p>		

Entity with Direct or Indirect Authority 2

Percentage of Control: 14.7	Percentage of Ownership: 14.7	
Entity Legal Name: Green Health Endeavors, LLC	Entity DBA:	DBA City:

Entity Description: The entity owns 14.7% of New England Treatment Access, LLC through its ownership interest in SH Parent, Inc. The entity is managed by a trust (Trust #101) whose Trustee and sole beneficiary is the Chairman of SH Parent, Inc.'s Board of Directors and Chief Executive Officer, William Wrigley, Jr.

Foreign Subsidiary Narrative:

Entity Phone: 312-832-6100	Entity Email: mzinsky@wmiteam.com	Entity Website:
Entity Address 1: 10435 Riverside Dr., Suite 105		Entity Address 2:
Entity City: Palm Beach Gardens	Entity State: FL	Entity Zip Code: 33410
Entity Mailing Address 1: 10435 Riverside Dr., Suite 105		Entity Mailing Address 2:
Entity Mailing City: Palm Beach Gardens	Entity Mailing State: FL	Entity Mailing Zip Code: 33410

Relationship Description: The entity's only business is to own an interest in SH Parent, Inc. The entity's sole role is to hold securities in SH Parent, Inc. The entity will own 14.7% of New England Treatment Access, LLC (through its ownership interest in SH Parent, Inc.)

Entity with Direct or Indirect Authority 3

Percentage of Control: 8.6 **Percentage of Ownership:** 8.6

Entity Legal Name: Delray Investments, LLC	Entity DBA:	DBA City:
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Entity Description: The entity owns 8.6% of New England Treatment Access, LLC through its ownership interest in SH Parent, Inc. The entity is a minority shareholder of SH Parent, Inc.

Foreign Subsidiary Narrative:

Entity Phone: 561-278-5765	Entity Email: tvenables@tarmax.ch	Entity Website:
Entity Address 1: 333 Palm Trail		Entity Address 2:
Entity City: Delray Beach	Entity State: FL	Entity Zip Code: 33483
Entity Mailing Address 1: 333 Palm Trail		Entity Mailing Address 2:
Entity Mailing City: Delray Beach	Entity Mailing State: FL	Entity Mailing Zip Code: 33483

Relationship Description: The entity's only business is to own an interest in SH Parent, Inc. The entity's sole role is to hold securities in SH Parent, Inc. The entity will own 8.6% of New England Treatment Access, LLC (through its ownership interest in SH Parent, Inc.)

Entity with Direct or Indirect Authority 4

Percentage of Control: 14.7 **Percentage of Ownership:** 14.7

Entity Legal Name: Trust #101	Entity DBA:	DBA City: Worcester
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Entity Description: The entity owns 14.7% of New England Treatment Access, LLC through its ownership interest in Green Health Endeavors, LLC, which owns 14.7% of SH Parent, Inc. The entity's sole role is to act as Manager of Green Health Endeavors, LLC.

Foreign Subsidiary Narrative:

Entity Phone: 312-832-6100	Entity Email: ip@wmiteam.com	Entity Website:
Entity Address 1: 101 N Clematis St., Suite 200		Entity Address 2:
Entity City: West Palm Beach	Entity State: FL	Entity Zip Code: 33401
Entity Mailing Address 1: 101 N Clematis St., Suite 200		Entity Mailing Address 2:
Entity Mailing City: West Palm Beach	Entity Mailing State: FL	Entity Mailing Zip Code: 33401

Relationship Description: The Trust ultimately holds a variety of assets in various classes including marketable securities, real estate, art, and other investments. The entity's sole role is to act as Manager of Green Health Endeavors, LLC, which owns 14.7% of SH Parent, Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: New England Treatment Access, LLC		Entity DBA:	
Email: mconnolly@netacare.org	Phone: 508-528-0093		
Address 1: 5 Forge Parkway		Address 2:	
City: Franklin	State: MA	Zip Code: 02038	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of Capital Provided: \$10258747.32	Percentage of Initial Capital: 100
Capital Attestation: Yes			

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 the Marijuana Establishment			
Owner First Name:		Owner Last Name:	
		Owner Suffix:	
Entity Legal Name: Surterra Florida, LLC		Entity DBA:	
Entity Description: Surterra Florida, LLC, a wholly-owned subsidiary of Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), operates 30+ medical-use dispensaries in the state of Florida pursuant to a management agreement with Alpha Foliage, Inc. ("Alpha Foliage"), which is a Medical Marijuana Treatment Center (license number MMTC-2015-0004), licensed by the Florida Department of Health ("FDOH"). Alpha Foliage's license allows it to cultivate, produce, distribute, and dispense cannabis for medical use throughout the state of Florida. Alpha Foliage is owned by Chuck Buster (25%), Margi Buster (25%), the John DeMott Trust (25%), and the Carolyn DeMott Trust (25%). Each owner has no other relationship, contractual or otherwise, with the SH Parent, Inc. or any of its subsidiaries. Alpha Foliage and Surterra Florida, LLC entered into a Management Agreement dated June 26, 2015. Under the terms of the Management Agreement, Surterra Florida operates the day-to-day activities of retail stores under the licenses issued to Alpha Foliage by FDOH, without further authorization or oversight. The Management Agreement is known to and complies with all regulations of Florida authorities, including FDOH. The Management Agreement is for a term of 20 years, with automatic 5-year renewals, in perpetuity, at the option of Surterra Florida. The parties to the Management Agreement share the net profits on an agreed basis.			
Entity Phone: 404-771-5914		Entity Email: tkrol@liveparallel.com	
		Entity Website:	
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:	
Entity City: Atlanta		Entity State: GA	
		Entity Zip Code: 30308	
		Entity Country: United States	
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta		Entity Mailing State: GA	
		Entity Mailing Zip Code:	
		Entity Mailing Country:	
		30308	
		United States	

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment		
Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Surterra Texas, LLC		Entity DBA:
Entity Description: Surterra Texas, LLC holds a medical-use license, #0006, in Texas. Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), owns 87.5% of Surterra Texas, LLC. The remaining 12.5% of Surterra Texas, LLC is owned by Thomas Craddick of Austin, Texas. Mr. Craddick has no other relationship, contractual or otherwise, with the SH Parent, Inc. or any of its subsidiaries.		
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:

Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:	
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308	Entity Country: United States
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308	Entity Mailing Country: United States

Business Interest in Other State 3

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: DH Aldebaran, Inc.		Entity DBA:
Entity Description: Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), owns 100% of the equity of DH Aldebaran, Inc. which is located in Las Vegas, Nevada, and holds the following licenses for retail sales: 04584977759671021505 (recreational cultivation); 6761869836095912433 (transportation); 85580772744623674122 (recreational processing); 19938993413842066821 (medical processing); and 66181862498961066796 (medical cultivation).		
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308
		Entity Country: United States
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308
		Entity Mailing Country: United States

Business Interest in Other State 4

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: DH Flamingo, Inc.		Entity DBA:
Entity Description: Surterra Holdings, Inc. (which is a a wholly-owned subsidiary of SH Parent, Inc.), owns 100% of the equity of DH Flamingo, Inc. which is located in Las Vegas, Nevada, and holds the following licenses for retail sales: 10749329530975088571 (medical dispensary) and 01359449685112111637 (recreational dispensary).		
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308
		Entity Country: United States
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308
		Entity Mailing Country: United States

Business Interest in Other State 5

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Elefante Inc.		Entity DBA:
Entity Description: Elefante Inc. was formed in 2017 to conduct distribution, non-storefront retail (home delivery) and manufacturing of cannabis products in San Francisco, California. Elefante Inc. currently holds the following licenses: CDPH-10002404 (Level 6 Manufacturing, adult use/medicinal), issued by the CA Department of Public Health; C9-18-0000141-APP (non-storefront retail, adult use/medicinal), issued by CA Bureau of Cannabis Control; C11-0000519-LIC-BCC Provisional (Distribution, adult use/medicinal) issued by CA Bureau of Cannabis Control; Cert. 1078588-1166357-11-171, Licenses TO125NS (cannabis delivery-only retailer), TO124DF (cannabis distributor) and TO123MF (cannabis manufacturing facility [non-volatile]), all issued by the City and County of San Francisco, Office of		

Cannabis. Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), through its wholly-owned subsidiary Surterra California, LLC, owns approximately 10.1% of the equity interest of Elefante, Inc.

Entity Phone: 832-969-8191	Entity Email: jt@elefanteinc.com	Entity Website:	
Entity Address 1: 472 Tehama St.		Entity Address 2:	
Entity City: San Francisco	Entity State: CA	Entity Zip Code: 94103	Entity Country: United States
Entity Mailing Address 1: 472 Tehama St.		Entity Mailing Address 2:	
Entity Mailing City: San Francisco	Entity Mailing State: CA	Entity Mailing Zip Code: 94103	Entity Mailing Country: United States

Business Interest in Other State 6

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

Owner First Name: Kevin	Owner Last Name: Fisher	Owner Suffix:	
Entity Legal Name: RK Enterprises LTD		Entity DBA: Rocky Mountain Remedies	
Entity Description: Medical and recreational dispensary located in Steamboat Springs, CO owned by Kevin Fisher.			
Entity Phone: 970-871-2768	Entity Email: kh@rockymountainremedies.com	Entity Website:	
Entity Address 1: 2750 Downhill Plaza #205		Entity Address 2:	
Entity City: Steamboat Springs	Entity State: CO	Entity Zip Code: 80487	Entity Country: United States
Entity Mailing Address 1: 2750 Downhill Plaza #205		Entity Mailing Address 2:	
Entity Mailing City: Steamboat Springs	Entity Mailing State: CO	Entity Mailing Zip Code: 80487	Entity Mailing Country: United States

Business Interest in Other State 7

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

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Surterra California, LLC		Entity DBA:	
Entity Description: Surterra California, LLC, a wholly owned subsidiary of Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), owns approximately 10.1% of the equity interest of Elefante, Inc.			
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:	
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:	
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308	Entity Country: United States
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308	Entity Mailing Country: United State

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Thomas	Last Name: Venables	Suffix:
Marijuana Establishment Name: Trulieve Cannabis Corp.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Tallahassee	Marijuana Establishment State: FL	

Individual 2

First Name: Individual Owners of New England Treatment Access, LLC	Last Name: Individual Owners of New England Treatment Access, LLC	Suffix:
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Marijuana Establishment Name: New England Treatment Access, LLC

Business Type: Other

Marijuana Establishment City: Franklin, Northampton, Brookline

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 162 Grove Street

Establishment Address 2:

Establishment City: Franklin

Establishment Zip Code: 02038

Approximate square footage of the establishment: 2200

How many abutters does this property have?: 12

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5db9e93390352a2b339aea7e	10/30/2019
Plan to Remain Compliant with Local Zoning	Local Compliance Plans.pdf	pdf	5db9ec2a6b4e192b1d2739f8	10/30/2019
Community Outreach Meeting Documentation	RFI_NETA Community Outreach Meeting Documentation_Redacted.pdf	pdf	5eda7a3df5e90617d832c11b	06/05/2020

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

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Areas of Disproportionate Impact_RFI.pdf	pdf	5e74cf082eba6d38ef16254e	03/20/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Kevin

Last Name: Fisher Suffix:

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: William

Last Name: Wrigley Suffix: Jr

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 3

Role: Owner / Partner **Other Role:**
First Name: James **Last Name:** Whitcomb **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 4

Role: Owner / Partner **Other Role:**
First Name: Jason **Last Name:** Becker **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 5

Role: Owner / Partner **Other Role:**
First Name: Michael **Last Name:** Zinsky **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 6

Role: Owner / Partner **Other Role:**
First Name: Charles **Last Name:** May **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 7

Role: Owner / Partner **Other Role:**
First Name: Edward **Last Name:** Brown **Suffix:**
RMD Association: RMD Owner
Background Question: no

Individual Background Information 8

Role: Owner / Partner **Other Role:**
First Name: Farid **Last Name:** Khan **Suffix:**
RMD Association: RMD Owner
Background Question: no

Individual Background Information 9

Role: Executive / Officer **Other Role:**
First Name: Amanda **Last Name:** Rositano **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 10

Role: Executive / Officer **Other Role:**
First Name: Lynnette **Last Name:** French **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 11

Role: Executive / Officer **Other Role:**
First Name: Christopher **Last Name:** Desimone **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 12

Role: Executive / Officer **Other Role:**
First Name: Anne **Last Name:** Joyce **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 13

Role: Director **Other Role:**
First Name: Chelsea **Last Name:** Ekenseair **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 14

Role: Director **Other Role:**
First Name: Daniel **Last Name:** Arruda **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 15

Role: Director **Other Role:**
First Name: Patrick **Last Name:** Barlow **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 16

Role: Director **Other Role:**
First Name: Stephen **Last Name:** Coraccio **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 17

Role: Director **Other Role:**
First Name: Leslie **Last Name:** Laurie **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 18

Role: Director **Other Role:**
First Name: Scott **Last Name:** Lemerise **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 19

Role: Director **Other Role:**
First Name: Matthew **Last Name:** Lowther **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 20

Role: Director **Other Role:**
First Name: Angela **Last Name:** Cheek **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 21

Role: Director **Other Role:**
First Name: Michelle **Last Name:** Herrick **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 22

Role: Director **Other Role:**
First Name: Adam **Last Name:** Freed **Suffix:**
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 23

Role: Director **Other Role:**
First Name: Kimberly **Last Name:** Napoli **Suffix:**
RMD Association: RMD Manager
Background Question: no

Individual Background Information 24

Role: Owner / Partner **Other Role:**
First Name: Thomas **Last Name:** Venables **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 25

Role: Owner / Partner **Other Role:**
First Name: James **Last Name:** Holmes **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 26

Role: Owner / Partner **Other Role:**
First Name: Sarah **Last Name:** Loya **Suffix:**
RMD Association: RMD Owner
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Date generated: 12/03/2020

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Green Health Endeavors, LLC

Entity DBA:

Entity Description: The entity owns 14.7% of New England Treatment Access, LLC through its ownership interest in SH Parent, Inc. The entity is managed by a trust (Trust #101) whose Trustee and sole beneficiary is the Chairman of SH Parent, Inc.'s Board of Directors and Chief Executive Officer, William Wrigley, Jr.

Phone: 312-832-6100

Email: mzinsky@wmiteam.com

Primary Business Address 1: 10435 Riverside Dr., Suite 105

Primary Business
Address 2:

Primary Business City: Palm Beach Gardens

Primary Business State: FL

Principal
Business Zip
Code: 33410

Additional Information:

Entity Background Check Information 2

Role: Parent Company

Other Role:

Entity Legal Name: Delray Investments, LLC

Entity DBA:

Entity Description: The entity owns 8.6% of New England Treatment Access, LLC through its ownership interest in SH Parent, Inc. The entity is a minority shareholder of SH Parent, Inc.

Phone: 561-278-5765

Email: tvenables@tarmax.ch

Primary Business Address 1: 333 Palm Trail

Primary Business Address 2:

Primary Business City: Delray Beach

Primary Business State: FL

Principal Business
Zip Code: 33483

Additional Information:

Entity Background Check Information 3

Role: Parent Company

Other Role:

Entity Legal Name: Trust #101

Entity DBA:

Entity Description: The entity owns 14.7% of New England Treatment Access, LLC through its ownership interest in Green Health Endeavors, LLC, which owns 16.7% of SH Parent, Inc. The entity's sole role is to act as Manager of Green Health Endeavors, LLC.

Phone: 312-832-6100

Email: ip@wmiteam.com

Primary Business Address 1: 101 N Clematis St., Suite 200

Primary Business Address
2:

Primary Business City: West Palm Beach

Primary Business State: FL

Principal Business
Zip Code: 33401

Additional Information:

Entity Background Check Information 4

Role: Parent Company

Other Role:

Entity Legal Name: SH Parent, Inc.

Entity DBA:

Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC

and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC.

Phone: 404-984-9827

Email: llinder@liveparallel.com

Primary Business Address 1: 55 Ivan Allen Blvd. NW, Suite 900

**Primary Business
Address 2:**

Primary Business City: Atlanta

Primary Business State: GA

**Principal
Business Zip
Code:** 30308

Additional Information: Civil Actions:

I. License 1237, Inc. v. Surterra Holdings, Inc.
Case No.: 19-CA-7535

Circuit Court of the Thirteenth Judicial Circuit, Hillsborough County, Florida.

On July 18, 2019, License 1237, Inc. filed a civil complaint against Surterra Holdings, Inc. alleging breach of contract. On August 26, 2019, the court denied License 1237, Inc.'s motion seeking emergency injunctive relief. The parties have since agreed to settle the dispute and expect to be executing a settlement agreement imminently.

II. Yakov Sherman vs. Surterra Wellness & Peter Nelson (Surterra employee)
Case No.: 11-2019-SC-002513-0001

Small Claims Court, Collier County, Florida

On September 10, 2019, a customer filed a civil complaint against Surterra Wellness and an employee alleging false advertising and discrimination related to an advertisement offering a 50% discount on one product. The plaintiff alleged he was entitled to a 50% discount on his entire purchase. Trial is set for January 8, 2020.

III. D.H. FLAMINGO, INC., d/b/a THE APOTHECARY SHOPPE; SURTERRA HOLDINGS, INC. ET AL v. STATE EX REL. DEPARTMENT OF TAXATION ET AL
Case No.: A-19-787035-C

District Court, Clark County, Nevada

On September 6, 2019, D.H. Flamingo, Inc. ("Applicant"), together with certain other petitioners, filed a civil complaint against the Nevada Department of Taxation ("Department") and certain other defendants seeking: (1) judicial Review of the Department's denial of Applicant's administrative appeal challenging the Department's denial of Applicant's September 2018 marijuana license applications; (2) a Writ of Certiorari regarding the Department's review, scoring, and ranking of Applicant's marijuana license applications; (3) a Writ of Mandamus compelling the Department to re-administer the September 2018 application cycle; a (4) a Writ of Prohibition preventing the Department from issuing any licenses from the September 2018 application cycle. On October 3, 2019, MM Development Company, Inc. and LivFree Wellness, LLC d/b/a The Dispensary filed a counterclaim against the Applicant, Surterra Holdings, Inc. and Nicholas Spiritos (a former owner of the Applicant) alleging tortious interference with prospective economic advantage based on statements made by one Nicholas Spiritos. The Applicant has filed a motion to dismiss such counterclaim.

IV. Michael Isaac v. Surterra Staffing, LLC
Case No.: 2018CA001981

2nd Judicial Circuit Court, Leon County, Florida

On September 10, 2018, a former employee filed a civil complaint against Surterra Staffing, LLC alleging wrongful termination. The parties agreed to a confidential settlement agreement and the case was dismissed.

V. Alpha Foliage, Inc. and Surterra Florida, LLC v. Department of Health

Case No.: 2019CA001184

2nd Judicial Circuit Court, Leon County, Florida

In 2017, the Florida Legislature amended section 381.986, Florida Statutes, to add subsection 381.986(8)(a)5., which places limitations on the number of dispensing facilities a Medical Marijuana Treatment Facility ("MMTC") may establish and operate, a limitation which was not present in the prior statute first enacted in 2014. Subsection 381.986(8)(a)5., was subsequently challenged as unconstitutional by another MMTC. That case resulted in a settlement agreement with the Department of Health, wherein the Department of Health grandfathered several dispensing locations, which were in progress prior to the effective date of the amendments. Subsequently, Alpha Foliage, Inc. and Surterra Florida, LLC, filed a three-count declaratory judgment action against the Department of Health challenging limitations added in 2017 on the number of dispensing facilities that an entity may establish and operate, including a claim that section 381.986(8)(a)5. is unconstitutional. Shortly after the Complaint was filed, but prior to service of the Complaint, it was determined that the best means to amicably resolve the issues would be to file a Petition for Declaratory Statement with the Department of Health requesting the Department to agree that a certain number of dispensing locations were identified and/or approved prior to the 2017 amendments and that such locations should be grandfathered and not counted toward to the new statutory cap. Thus, this action was voluntarily dismissed.

VI. Van Dyk v. Surterra Holdings, Inc. and Robert Jacob Bergmann

Case No.: 1:18CV1808

US District Court for the Northern District of Georgia

In September 2017, an arbitration commenced between Mr. Van Dyk and both Surterra Holdings, Inc. and Robert Jacob Bergmann regarding a dispute about Mr. Van Dyk's separation from the Company. The parties reached a confidential, mutually-agreeable settlement on July 26, 2018 and the arbitration was dismissed with prejudice on August 21, 2018. Related to the arbitration, Surterra Holdings, Inc. brought actions seeking to enjoin the arbitration proceedings in part. See Surterra Holdings, Inc. v. Van Dyk, Case No. 2018CV304877 (Ga. Fulton County Superior Court 2018). Those actions have both been dismissed.

VII. Air One One, LLC v. Surterra Florida Cultivation Holdings, LLC, Surterra Florida, LLC, and Surterra Holdings, Inc.

Case No. 17-CA-005648

13th Judicial Court, Hillsborough County, Florida

On June 14, 2017, Air One One, LLC filed a construction lien regarding a dispute over payment under a construction contract. Surterra Florida Cultivation Holdings, LLC, Surterra Florida, LLC, and Surterra Holdings, Inc. were all named as defendants. The case was dismissed on July 31, 2017.

VIII. Ring Power Corporation v. Surterra Holdings, Inc.

Case No.: 16-2017-CA-000290-XXXX-MA

4th Judicial Court, Duval County, Florida

On January 17, 2017, Ring Power Corporation filed an action for an open account against Surterra Holdings, Inc. The case was dismissed on January 26, 2017.

IX. AJ&J Holdings, LLC v. WC Fort Lauderdale Botanicals, LLC and Surterra Holdings, Inc.

Case No.: CACE 18-025938

17th Judicial Court, Broward County, Florida

On November 12, 2018, AJ&J Holdings, LLC ("Landlord") filed a lawsuit against SWC Fort Lauderdale Botanicals, LLC ("Tenant") and Surterra Holdings, Inc. ("Guarantor"), alleging that Tenant and Guarantor breached their obligation under that certain Lease, dated July 16,

2018, by and between AJ&J Holdings, LLC and SWC Fort Lauderdale Botanicals, LLC (the "Lease"). The parties agreed to a confidential settlement agreement and the case was dismissed.

X. Cyber Hat Ltd. v. Surterra Holdings, Inc.
The Tel Aviv-Jaffa Magistrates Court, Israel

On November 13, 2019, Cyber Hat Ltd ("Vendor") delivered a Statement of Claim to Surterra Holdings, Inc. ("Customer"), alleging that Customer breached their obligations under that certain Terms of Service Agreement, entered into on or about August 21, 2018, by and between Vendor and Customer (the "Cyber Hat Agreement") by terminating the Cyber Hat Agreement. This matter is still in its early stages and the Company has 60 days from the delivery of the Statement of Claim to file a Statement of Defense.

XI. Bergmann, Robert Jacob v. Surterra Holdings, Inc.
Delaware Court of Chancery

Case No. 2019-0828-TMR

On October 17, 2019, Mr. Bergmann filed a petition for appraisal of stock of Surterra Holdings, Inc. ("Company") requesting a determination of the fair value of shares of the Company's common stock and exercising his appraisal rights under Delaware law, which allows stockholders to opt to receive the fair value of their shares of stock as determined by the court rather than the transaction consideration. The Company filed an Answer to Petition for Appraisal on November 11, 2019.

Entity Background Check Information 5

Role: Parent Company

Other Role:

Entity Legal Name: SH Parent, Inc.

Entity DBA:

Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC.

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Primary Business State: GA

**Principal
Business Zip
Code:** 30308

Additional Information: Note: This is a continuation of the background information provided for the previous entry, "SH Parent, Inc." due to spatial constraints.

Civil Actions (cont.):

XII. Boise Cascade

On April 17, 2019, Boise Cascade filed a civil complaint against New England Treatment Access, LLC. "NETA") in the U.S. District Court for the District of Massachusetts. The suit alleges trademark infringement, unfair competition, and related claims under federal and state law arising from NETA's use of a tree logo trademark, which Boise Cascade claims is unlawfully similar to its own tree logo trademark. The parties have filed a stipulated motion to extend time to respond to the complaint, and are engaged in settlement discussions.

XIII. Little Children's Schoolhouse et al.

Plaintiffs filed suit in the Norfolk County Land Court, Massachusetts, seeking to enjoin a special permit granted by the Brookline Zoning Board of Appeals to the Company that permitted the operation of a medical marijuana dispensary at NETA's Brookline Facility. The Norfolk Land Court dismissed plaintiffs' motion and granted the Company's motion for summary judgment holding that, as a matter of law, there was no buffer zone requirement prohibiting the Company from operating a dispensary at the Brookline Facility. The parties subsequently filed a Stipulation of Dismissal, dated September 21, 2016, thereby dismissing the suit and waived all rights of appeal.

XIV. Lee Edward Smith

Lee Smith, a former NETA employee, filed a small claims suit in Wrentham District Court against the Company alleging the conversion of personal property (including tools and clothing). A magistrate judge conducted the trial and entered a judgment in favor of the Company, concluding that the Company did not have to pay any part of the claim or any related costs to Mr. Smith.

XV. B-P Trucking, Inc.

B-P Trucking, Inc. filed a complaint in the Superior Court of Middlesex County alleging that the Company unilaterally terminated the agreement between the parties and, as a result, that the Company owed B-P Trucking liquidated damages, as specified in agreement. The parties agreed to settle the dispute and entered into that certain Mutual Release and Settlement of Claims, dated October 31, 2018, between the Company and B-P Trucking.

Administrative Actions – Adjudicatory Proceedings:

XVI. Alpha Foliage, Inc. and Surterra Florida, LLC v. Department of Health
Case No.: 19-2261RU

Florida Division of Administrative Hearings

On April 29, 2019, Alpha Foliage, Inc. and Surterra Florida, LLC, filed an administrative challenge to the position of the Department of Health regarding the interpretation and application of section 381.986(8)(a)5., a new subsection added in 2017, which places limitations on the number of dispensing facilities a Medical Marijuana Treatment Facility ("MMTC") may establish and operate. In this administrative proceeding, Surterra sought a final order from the Division of Administrative Hearings determining that the Department of Health's plan on how to treat dispensary facility locations identified and/or approved for an entity initially licensed as a Low-THC Dispensing Organization will count toward the statutory limitation, is invalid. Subsequently, the parties determined that the declaratory statement process would be a better mechanism by which to achieve the desired result, i.e., the grandfathering of previously identified and/or approved dispensing locations. The administrative challenge was voluntarily dismissed. Subsequently, a Petition for Declaratory Statement was filed with the Department of Health. On August 5, 2019, the Department issued a Final Order grandfathering six (6) dispensing locations and determining that those locations would not count toward the statutory limitation imposed by the 2017 amendments.

XVII. Edward Parker v. Surterra Staffing, LLC
Case No.: 511-2019-01035

Florida Equal Opportunity Employment Commission

On January 24, 2019, a former employee filed a charge of discrimination with the Florida Equal Employment Opportunity Commission ("EEOC") against Surterra Staffing, LLC alleging employment discrimination. To date, the EEOC has taken no action on the charge.

XVIII. Lissi Lytle v. Surterra Wellness
Case No.: 19-022754SLR

Florida Office of the Judges of Compensation Claims

On September 9, 2019, a former employee filed a petition for worker's compensation benefits with the Florida Office of the Judges of

Compensation Claims ("OJCC"). On September 12, 2019, Judge Rosen of the OJCC assigned the matter to a state mediator. The parties are currently mediating the matter in accordance with Judge Rosen's order.

XIX. Yvonne Parkson- Jackson v. Surterra Wellness

NERC Charge Number: 0905-19-0467L

EEOC Charge Number:34B-2019-00867

Nevada Equal Rights Commission

On October 31, 2019, the Company was sent a notice of a charge of discrimination filed with the Nevada Equal Rights Commission ("EEOC") against Surterra Wellness by a former employee Yvonne Parkson-Jackson alleging employment discrimination. This matter is still in its early stages and the Company must submit a written position statement to the EEOC by January 8, 2020.

Administrative Actions – Notices of Violation/Other:

I. Florida Department of Health

A. Per Section 381.986(8)(e)9., Florida Statutes, Surterra Florida, LLC's processing facilities were requested to demonstrate that its processing facilities had passed a Food Safety Good Manufacturing Practices certification within 12 months of licensure. Surterra Florida, LLC's facilities did not comply with this timeline. On July 13, 2018 Surterra Capitola, LLC ("Capitola") was shut-down at 11:59 PM because it had not yet completed the Food Safety Good Manufacturing Practices inspection. On July 19, 2018, Capitola passed a Food Safety Good Manufacturing Practices inspection. On July 20, 2018, the Florida Department of Health authorized Capitola to reopen.

B. Per Section 381.986(8)(e)9., Florida Statutes, Surterra Florida, LLC's processing facilities were requested to demonstrate that its processing facilities had passed a Food Safety Good Manufacturing Practices certification within 12 months of licensure. Surterra Florida, LLC's facilities did not comply with this timeline. On July 13, 2018, SWC Village Square Botanicals, LLC ("Village Square") was shut-down at 11:59 PM because it had not yet completed the Food Safety Good Manufacturing Practices inspection. On July 20, 2018, Village Square passed a Food Safety Good Manufacturing Practices inspection. On July 20, 2018, the Florida Department of Health authorized Village Square to reopen.

C. Surterra Wimauma, LLC ("Wimauma") applied to the Florida Department of Health ("DOH") for marijuana processing authorization at its Wimauma facility on April 17, 2018. At 6:00 p.m. on July 6, 2018, the DOH approved Wimauma's processing authorization. At 6:01 p.m. on July 6, 2018, the DOH sent Wimauma a letter stating that the Wimauma facility would be shut down on July 13, 2018 if the facility did not obtain GMP certification by that time. The Wimauma facility did not commence processing marijuana at that time. Following the Wimauma facility passing a Food Safety Good Manufacturing Practices inspection on July 31, 2018, the DOH authorized the Wimauma facility to resume processing on August 1, 2018.

D. On May 7, 2018, the Florida Department of Health ("DOH") ordered Surterra Florida, LLC ("Surterra Florida") to cease and desist selling and advertising its Florida's Finest product line, because it had not yet approved the processing, dispensing, and advertising of the Florida's Finest products. Surterra Florida, LLC immediately complied with the cease and desist order. On May 11, 2018, the DOH approved the sale of the Florida's Finest Products. On June 18, 2018, the DOH approved the advertising of the Florida's Finest Products.

Entity Background Check Information 6

Role: Parent Company

Other Role:

Entity Legal Name: SH Parent, Inc.

Entity DBA:

Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity

that currently owns interests in New England Treatment Access, LLC.

Phone: 404-984-9827

Email: llinder@liveparallel.com

Primary Business Address 1: 55 Ivan Allen Blvd. NW, Suite 900

**Primary
Business
Address 2:**

Primary Business City: Atlanta

Primary Business State: GA

**Principal
Business
Zip Code:**
30308

Additional Information: Note: This is a continuation of the background information provided for the previous entry, "SH Parent, Inc." due to spatial constraints.

Administrative Actions – Notices of Violation/Other (cont.):

E. On January 10, 2018, Surterra Florida, LLC submitted an application to renew Alpha Foliage Inc.'s ("Alpha Foliage") Medical Marijuana Treatment Center license. The Florida Department of Health ("DOH") inspected Surterra Florida, LLC's facilities as part of the application renewal process. On February 19, 2018, Surterra Florida, LLC received a notice from the DOH detailing possible deficiencies. Surterra Florida, LLC replied to the notice of possible deficiencies on March 12, 2018, June 20, 2018, and July 26, 2018. On August 22, 2018, the DOH renewed Alpha Foliage's Medical Marijuana Treatment Center license. Surterra Florida, LLC's facilities were allowed to remain open during the process and no sanctions were imposed.

F. On July 7, 2017, the Florida Department of Health ("DOH") sent Surterra Florida, LLC a notice that the secure-access features at the entity's Village Square facility did not meet the representations in Surterra Florida, LLC's application. On July 17, 2017, Surterra Florida, LLC submitted a corrective action plan in response to the DOH's July 7th notice. The plan was accepted, and no sanctions were imposed.

II. Texas Department of Public Safety

A. On May 17, 2018, Surterra Texas, LLC ("Surterra Texas") received a notice of violation of Section 487.151 of the Texas Health and Safety Code from the Texas Department of Public Safety, alleging that Surterra Texas had one new employee on its premises before the Texas Department of Public Safety registered the employee. On June 13, 2018, Surterra Texas filed a corrective action plan in response to this notice of violation. The plan was accepted, and no sanctions were imposed.

III. Nevada Department of Taxation

A. In August and September of 2019, the Nevada Department of Taxation ("Department") issued three advisories to consumers, which stated that marijuana sold by D.H. Flamingo, Inc. failed laboratory testing for concentrations of yeast and mold in excess of state regulations. The Department did not send any notice of deficiency to D.H. Flamingo, Inc. or initiate any other administrative action. One notice explained "There is no reason to believe that the dispensaries or cultivators had any knowledge that the products exceeded allowable limits." Another notice explained "At this time, there is no indication that the Cultivators, Retail Marijuana Stores or Medical Marijuana Dispensaries were aware the marijuana failed a test for total yeast and mold. The initial testing laboratory provided passing results to the affected marijuana, but the Department subsequently requested follow up testing."

IV. Massachusetts Department of Public Health

A. Deficiency statement issued to New England Treatment Access, LLC. ("NETA") on 6/7/16 claiming a violation of: "RMD storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind." The Company corrected this deficiency by timely and properly responding to the DPH and by implementing a QC check of the exterior of containers before being brought into the vault.

B. Deficiency statement issued to NETA on 6/13/16 claiming a violation after a valid patient "piggybacked" into the Company's security vestibule as another valid patient entered. Although the patient was not allowed into the dispensary without verification of ID, the Company's protocol was to confirm the patient ID prior to entry into security vestibule. The Company contested this deficiency, but also installed new signage to better inform patients of entry protocols as a corrective action.

C. Deficiency statement issued on 6/29/16 regarding inadequate backup power in the event of a power loss. The Company had initially gotten the OK from DPH to use UPS backup battery power, but during this inspection it was decided by DPH that this was insufficient. The Company corrected this by timely and properly responding to the DPH and by installing new generators at its locations.

D. Deficiency statement issued on 3/14/18 due to construction equipment being left in a veg room that had previously undergone some construction. This was corrected by timely and properly responding to the DPH and by cleaning up the equipment and removing it from the room.

V. Massachusetts Cannabis Control Commission

A. New England Treatment Access, LLC ("NETA"):

Deficiency Statement issued on February 12, 2019 resulting in from a pre-licensing inspection for the NETA Brookline dispensary adult use license. The statement claimed that there was insufficient camera coverage in the vault and hallway leading to the second floor, that there was no signage or barrier limiting access to the stairway to the second floor, and that additional Security Staff were needed to escort product moving from the second-floor packing room to the vault. The Company contested this deficiency by asserting that the inspection was part of the pre-licensing process. However, the Company promptly responded to these notes made by the CCC by adding the requested cameras, adding additional limited access signage and security chain to the stairwell, and hiring additional Security Staff to escort product as it is transferred between the vault and packing room.

B. NETA:

Deficiency statement issued on 10/28/19 claiming a failure to submit certain marijuana capsules for laboratory testing in accordance with Commission regulations and a failure to follow standard operating procedures with respect to such laboratory testing. Deficiency statement required NETA to submit a written plan of correction for the claimed deficiencies within 10 business days. NETA submitted a plan of correction on 11/7/19, which plan states, with respect to each deficiency, the specific corrective step(s) to be taken, a timetable for such steps, and the date by which compliance will be achieved. The Commission has not yet notified NETA of its acceptance or rejection of the plan.

VI. Occupational Safety and Health Administration ("OSHA")

A. OSHA - 1216608: New England Treatment Access, LLC. ("NETA")

1. Alleged Violation:

- a. Employees are exposed to heavy metals such as lead, nickel, cadmium, and thallium.
- b. Employees are exposed to mold this is inside the bins and on the walls.
- c. Employees are using chemicals such as peroxide without being provided the proper PPE.

2. The Company's Response:

- a. Found no evidence - All products are fully tested by third-party ISO accredited laboratories (such as CDX) prior to being sent to the dispensary for sale.
- b. Found no evidence - Environmental factors are tightly controlled. Product is tested for mold, yeast, bacterial and other biological pathogens, by independent laboratories such as MCR Lab, Framingham, MA. No product is delivered to the dispensaries that has not passed state testing protocols.
- c. Found no evidence - There is no use of hydrogen peroxide in any concentration, for any purpose, at this location. Employees are provided respirators as needed so long as they complete an OSHA respirator Questionnaire and Fit-Test.

The Company's response was accepted by OSHA and no further action was required.

Entity Background Check Information 7

Role: Parent Company

Other Role:

Entity Legal Name: SH Parent, Inc.

Entity DBA:

Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access,

LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC.

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Primary Business State: GA

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Additional Information: Note: This is a continuation of the background information provided for the previous entry, "SH Parent, Inc." due to spatial constraints.

Administrative Actions – Notices of Violation/Other (cont.):

B. OSHA - 1300895: NETA

1. Alleged Violation:

- a. There is mold covering the outside and behind the walls in the flowering room area.
- b. Employees were using hydrogen peroxide to clean product, and they were not provided with any personal protective equipment or training on the hazards of the chemical.

2. The Company's Response:

- a. Immediately upon receipt, we advised our two environmental services technicians to investigate the walls outside and behind the flowering room area and did not find any evidence of mold.
- b. While our cultivation team briefly used hydrogen peroxide as a remediation method for a short period in 2015, the practice was discontinued as more effective practices were identified and has not been used in over 2 years. Furthermore, our Personal Protective Equipment program requires the training and proper use of PPE for any potentially hazardous activities.

C. OSHA – 1341383: NETA

1. Alleged Violation:

- a. Employees are exposed to struck-by hazards while carrying heavy objects such as tables, doors, cabinets, sinks, and bookshelves, and are not provided safety shoes.
- b. Employees are exposed to fiberglass insulation, and are not provided the appropriate personal protective equipment.

2. The Company's Response:

- a. Immediately upon receipt, we advised our Director of Dispensary Operations and Northampton dispensary Team Lead to investigate these matters directly to ensure employees had access to personal protective equipment (PPE) and that all construction was occurring behind closed or sealed off areas to which they replied that there was adequate PPE and all construction was being completed safely. While our Northampton location is undergoing construction, our employees' exposure to fiberglass insulation is limited. The construction area is blocked off and completed behind plastic sheets that are taped together to prevent particulates from escaping the construction area. Any employees working near these construction areas are provided with safety glasses and N95 particulate masks. All employees were fully trained through our Personal Protection Equipment Program, which instructs employees when to use PPE, how to select the correct PPE for the situation or task, and how to properly wear and care for PPE. The Northampton retail location also contains a PPE kit that includes various different types of PPE, including N95 particulate masks, which are readily available, restocked and maintained by our inventory team.
- b. Employees are required to follow our company policy that addresses appropriate footwear for a retail setting, a closed-toed shoe with a non-slip sole. As part of our Environmental Health and Safety program, bi-annual hazard assessments are conducted at the location. It was identified that employees are not exposed to falling or rolling objects, and there are no electrical safety hazards. The Company's response was accepted by OSHA and no further action was required.

D. OSHA – 1015635: NETA

1. Alleged Violation:

- a. There is no eyewash or shower for drenching of the eyes or body in the wash bay where caustic chemicals are handled.
 - b. There are no mirrors so that workers can see around corners when operating manual jacks so that they do not collide with workers pushing carts towards the same intersection.
 - c. There is only one exit from the Trim Dept.
2. The Company's Response:
- a. The wash bay in question is in and of itself, a shower and washing station which contains water, a shower head, and water hose. However, due to the concerns relayed, we have taken the additional steps to also install eyewash stations directly across from the wash bay, as well as in 4 other locations throughout the work area in locations where "plant nutrients" are being handled by employees. Please see the attached photos (#1 - #6) which may be helpful in demonstrating the existing stations and actions taken.
 - b. The corners in question are clearly marked with yellow indicators and are designed to be both wide and open enough to allow for safe passage for all employees and carts or other materials. However, we do understand that the walls on these corners are rather tall and when employees are walking closely to the sides, they may not have a full view of the opposite corner. Therefore, we have installed 5 mirrors at designated high-volume areas to assist in corner viewing and increase employee safety in these areas. Please see the attached photos (#7 - #11) which may be helpful in demonstrating the actions taken.
 - c. The Trim Department is a room that is occupied by a small number of employees (less than 50 people) and has two designated evacuation routes from the exit door, which swings out in the direction of travel moving to the exit routes. These exit routes have been clearly marked and have exit signs that are clearly visible within the line of sight. The exit routes have ceilings of at least 7ft, 6 inches high and are at least 28 inches wide at all points. The exit discharges lead directly outside of the building and unlock from the inside and are free from restrictions of use. Please see the attached photos (#12 & #13) which may also be helpful in demonstrating these routes. The Company's response was accepted by OSHA and no further action was required.

E. OSHA – 1091317: NETA

1. Alleged Violation:
 - a. There is mold in the growth room, and some employees are experiencing hives and respiratory symptoms
 - b. The ventilation system does not separate the application area from other areas where employees are not wearing proper personal protective equipment
2. The Company's Response:
 - a. There is no mold in our growth room. Our employees are not having any reactions (hives, respiratory or other) that have been identified as relative to such. There is cannabis dust in our Harvest (or Trim) Room, and some people have been known to be slightly allergic. Just as many types of pollen from plants, such as ragweed, flowers and trees, can cause allergic reactions in some people, marijuana is no different. Marijuana flowers produce pollen that can cause reactions to some individuals. A marijuana allergy can cause skin or hay-fever type symptoms which resemble tree or pollen allergies, such as: sneezing, redness, rash or hives, dry or scaly skin, congestion sore throat, itchy or watery eyes. We have our staff utilize long sleeved uniforms, and wear gloves at all times, additionally masks are available for anybody that would like to use them. We have industrial air cleaners in the trim room and the air has been tested by a 3rd party lab. Additionally, our rooms are cleaned on a regular basis, utilizing bio green clean, which is a food safe product to ensure that our environment is safe for our employees as well as our products.
 - b. The ventilation system does not separate the application area from other areas where employees are not wearing proper personal protective equipment." Our grow rooms are in closed systems with their own HVAC systems. Our ventilation systems have been implemented within the past two years, as our facility has been in full operation for under one year. We currently have an ongoing air conditioning project which will allow us to further separate all of the areas within the facility and add cooling throughout the facility. The Company's response was accepted by OSHA and no further action was required.

Entity Background Check Information 8

Role: Parent Company

Other Role:

Entity Legal Name: SH Parent, Inc.

Entity DBA:

Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity

that currently owns interests in New England Treatment Access, LLC.

Phone: 404-984-9827

Email: llinder@liveparallel.com

Primary Business Address 1: 55 Ivan Allen Blvd. NW, Suite 900

**Primary
Business
Address 2:**

Primary Business City: Atlanta

Primary Business State: GA

**Principal
Business
Zip Code:**
30308

Additional Information: Note: This is a continuation of the background information provided for the previous entry, "SH Parent, Inc." due to spatial constraints.

Administrative Actions – Notices of Violation/Other (cont.):

F. OSHA – 1428632: NETA

1. Alleged Violation:

a. Trim Room: There is poor indoor air quality and mold growth. Employees have been experiencing respiratory ailments and cold-like symptoms.

2. The Company's Response:

a. As part of NETA's Environmental Health and Safety program, bi-annual hazard assessments are conducted at the location and each department, position, and task is assessed. We also have the air quality tested and analyzed by a 3rd party laboratory for particulates and mold exposure within the Trim Room, and these results have shown that the environment is safe to work in. We require that our staff utilize long-sleeved uniforms and wear nitrile gloves at all times, as working with plant matter can result in various allergic reactions. We include PPE and Injury & Illness reporting during an employee's new hire orientation as well as offer N95 particulate masks for use along with dental masks in various sizes and styles.

b. Additionally, we have implemented a Respirator Program for any employees that request a respirator mask (which is voluntary), which includes a medical approval and fit-test by our 3rd party occupational health provider, and implemented a comprehensive Incident Reporting Program to investigate each injury, illness, or incident that occurs in the workplace and provide corrective solutions. We also have installed two (2) industrial air cleaners within the Trim Room which run for the duration of the workday as well as rooftop-mounted HVAC units with photocatalytic ultra-violet oxidizers, exchanging the air within the Trim Room every 12 minutes. Employees are encouraged and rewarded for participating and notifying management about potential health and safety concerns as well as how to address those concerns with effective solutions.

The Company's response was accepted by OSHA and no further action was required.

VII. Massachusetts Department of Environmental Protection

A. New England Treatment Access LLC. (NETA")

Notice of Non-Compliance (NON) was issued on November 9, 2018 as a result of odor complaints. Corrective action includes a number of new odor mitigation efforts, such as charcoal filters, that the Company has put in place. This NON is currently being addressed by the Company.

VIII. Massachusetts Architectural Access Board

A. New England Treatment Access, LLC.

1. Alleged Violation:

a. A patron filed a complaint with the Massachusetts Architectural Access Board ("AAB") alleging that NETA's parking lot configuration did not comply with state accessibility requirements. NETA received an AAB complaint form, which was completed by the patron, but never received a formal notice of investigation or inquiry from the AAB or any other authority as a result of the complaint.

2. The Company's Response:

a. NETA met with the complaining patron at NETA's Brookline dispensary and, although NETA did not believe its parking lot configuration violated any state, federal, or local law, reached an informal resolution with the complaining patron with respect to access to the facility.

IX. Other Regulatory Violations

A. On September 23, 2018, a banner advertisement displaying the Surterra Wellness Logo was attached to an airplane and flown over TIAA Bank Field in Jacksonville, Florida during a nationally televised professional football game. On October 8, 2018, Alpha Foliage, Inc. ("Alpha Foliage") received a warning and a \$500 fine for violating Section 381.986(8)(h), Florida Statutes (medical marijuana advertising restrictions). Surterra Florida, LLC ("Surterra Florida") paid the fine.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Second Amended and Restated Limited Liability Company Agreement.pdf	pdf	5db9dbb090352a2b339ae9e9	10/30/2019
Bylaws	Second Amended and Restated Limited Liability Company Agreement.pdf	pdf	5db9dbb8c9aebd2b498aa82d	10/30/2019
Department of Revenue - Certificate of Good standing	DOR Letter of Good Standing 120319.pdf	pdf	5defe9e9d5b0805341c65fed	12/10/2019
Secretary of Commonwealth - Certificate of Good Standing	SOTC Letter of Good Standing 112619.pdf	pdf	5defea1c26aa77532085f5a9	12/10/2019
Secretary of Commonwealth - Certificate of Good Standing	NETA_Unemployment Letter of Good Standing 031720.pdf	pdf	5eda79ef1c2dbc24d01a05e6	06/05/2020

No documents uploaded

Massachusetts Business Identification Number: 001318218

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5db9a8524b00122fe39a0100	10/30/2019
Plan for Liability Insurance	Insurance Letter.pdf	pdf	5db9a8e1e3decf2b0b0d5173	10/30/2019
Proposed Timeline	NETA_-_RFI_Revised_Proposed_Timeline(1).pdf	pdf	5ebc016e504715348b1e1e17	05/13/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Record Keeping procedures	Record Keeping.pdf	pdf	5db9a95363788d2fee31723b	10/30/2019
Qualifications and training	Training for Marijuana Establishment Agents.pdf	pdf	5db9a986e3decf2b0b0d517d	10/30/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5db9a9a8c9aebd2b498aa5f7	10/30/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5db9aa66e3decf2b0b0d5193	10/30/2019

Prevention of diversion	Prevention of Diversion.pdf	pdf	5db9aa8763788d2fee317242	10/30/2019
Plan for obtaining marijuana or marijuana products	Obtaining Marijuana Products.pdf	pdf	5db9ab9eba9d562b3e032b4f	10/30/2019
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations (1).pdf	pdf	5db9c1de4b00122fe39a0233	10/30/2019
Dispensing procedures	Dispensing Procedures_RFI.pdf	pdf	5e74d29fbddf0438d21d9593	03/20/2020
Inventory procedures	Inventory Procedures_RFI.pdf	pdf	5e74d2ba961ad539052baff4	03/20/2020
Maintaining of financial records	Maintenance of Financial Records_RFI.pdf	pdf	5e74d3399a385038d9d8781a	03/20/2020
Personnel policies including background checks	Personnel Policies_RFI.pdf	pdf	5e74d352b3c49635509e7aab	03/20/2020
Quality control and testing	Quality Control and Testing_RFI.pdf	pdf	5e74d35ed29ad93571593b18	03/20/2020
Restricting Access to age 21 and older	Restricting Access to Individuals 21 or Older_RFI.pdf	pdf	5e74d36981ed8a355b8d5803	03/20/2020
Security plan	Security Plan_RFI.pdf	pdf	5e74d3751cdd2e3910a4fd74	03/20/2020
Diversity plan	NETA Diversity Plan 040220.pdf	pdf	5e863849b014bf38e46cdb7b	04/02/2020

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

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

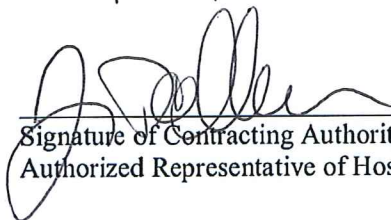
I, Amanda Rositano, (*insert name*) certify as an authorized representative of New England Treatment Access, LLC. (*insert name of applicant*) that the applicant has executed a host community agreement with Franklin, Massachusetts (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 13, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Jamie Hellen, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Franklin (*insert name of host community*) to certify that the applicant and Town of Franklin (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 13, 2018 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



NEW ENGLAND TREATMENT ACCESS, LLC.

Local Compliance

NETA's Franklin, MA facility currently operates with a Final Certificate of Registration for Cultivation and Processing and Marijuana Establishment licenses for Product Manufacturing and Tier 6 Cultivation. As such, NETA is in full compliance with local laws, including all zoning, codes, ordinances and bylaws.

NETA intends to open a co-located Medical and Adult Use retail dispensary at this location. NETA takes pride its track record of local compliance and the positive relationships that it has built within the communities that it serves. As NETA Franklin prepares for retail operations, the organization has adopted new measures to ensure continued local compliance.

Zoning Compliance

General Law c. 94G§3(a)(1) establishes that municipal “zoning ordinances or by-laws shall not prohibit placing a marijuana establishment which cultivates, manufactures or sells marijuana or marijuana products in any area in which a medical marijuana treatment center is registered to engage in the same type of activity.”

Understanding this “grandfathering” for existing RMD sites, all three municipalities in which NETA currently operates have either amended or are in the process of amending zoning by-laws, which will explicitly allow NETA's proposed adult use operations to be co-located with its existing medical marijuana operations, in conformance with G. L. c. 94G§3(a)(1). NETA has been an active participant in zoning discussions in all three of its host communities.

Engagement with local officials & municipal departments

In order to maintain continued compliance with all local codes, ordinances and bylaws applicable to NETA's operation as a marijuana establishment, NETA relies on its established relationships with local officials and will continue to maintain regular communication and consultation with municipal departments regarding relevant matters or operational changes. Examples for communication with local officials include, but are not limited to:

- Police
 - Security plans
 - Incident reporting
- Fire
 - Fire protection plans & fire safety systems
- Building
 - Construction plans
 - ADA compliance
- Planning
 - Signage and building facades
- Public works
 - Wastewater management
 - Waste disposal





NEW ENGLAND TREATMENT ACCESS, LLC.

- o Recycling
- Public Health
 - o Scale certifications/inspections
 - o Public education



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

- a. Date of publication: 5/14/20
- b. Name of publication: Milford Daily News

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

- a. Date notice filed: 5/14/20

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

- a. Date notice(s) mailed: 5/18/20

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



Name of applicant:

New England Treatment Access, LLC.

Name of applicant's authorized representative:

Michael Connolly

Signature of applicant's authorized representative:

Michael Connolly



Legal Notices

MARIJUANA

LEGAL NOTICE

NOTICE OF VIRTUAL

COMMUNITY OUTREACH

HEARING

NEW ENGLAND

TREATMENT ACCESS, LLC

162 GROVE STREET,

FRANKLIN,

MASSACHUSETTS

In accordance with 935 CMR 500.101(1)(a)(9) and 935 CMR 501.101(1)(a)(9), New England Treatment Access, LLC will hold a virtual Community Outreach Hearing on **May 28, 2020 at 4:00pm** via **ZOOM** URL: <https://us02web.zoom.us/j/88529888812> or Call in Number **1-929-205-6099** enter **Meeting ID 885 2988 8812** then press #. New England Treatment Access, LLC intends to apply for the following Medical Marijuana Treatment Center and Adult-use Marijuana Establishment licenses: Medical Marijuana Treatment Center and Marijuana Retailer at 162 Grove Street, Franklin, Massachusetts pursuant to G. L. c. 94G, Chapter 55 of the Acts of 2017, 935 CMR 500.000, et. seq. and 935 CMR 501.000, et. seq.

Information presented at the virtual community outreach hearing will include, but not be limited to:

1. The proposed address of the Medical Marijuana Treatment Center along with a declaration that the proposed establishment is a "Medical Marijuana Treatment Center";
2. The type of Adult-use Marijuana Establishment to be located at the proposed address;
3. Information adequate to demonstrate that the Medical Marijuana Treatment Center and Adult-use Marijuana Establishment location will be maintained securely;
4. Steps to be taken by the Medical Marijuana Treatment Center and Adult-use Marijuana Establishment to prevent diversion to minors;
5. A plan by the Medical Marijuana Treatment Center to provide reduced cost or free Marijuana to patients with documented Verified Financial Hardship, as defined by the Cannabis Control Commission. The plan shall outline the goals, programs, and measurements the Medical Marijuana Treatment Center will pursue once licensed;
6. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance; and
7. A plan by the Medical Marijuana Treatment Center and Adult-use Marijuana Establishment to positively impact the community.

Meeting materials will be posted on the Town of Franklin website <https://www.franklin-ma.gov/> at least 24 hours prior to the virtual Community Outreach Hearing. Interested residents may hear about the proposal and ask questions at the virtual Community Outreach Hearing. In addition, interested residents may submit questions in advance to Chrissy Whelton, Assistant to the Town Administrator at cwhelton@franklinma.gov.

A copy of this notice is on file with the Town Clerk, at the Town Council's office, and the Planning Board office, all located at 355 East Central Street, Franklin, MA 02038, and a copy of this Notice was mailed at least seven calendar days prior to the virtual Community Outreach Hearing to abutters of the proposed address of the Medical Marijuana Treatment Center and Adult-use 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.

New England Treatment Access, LLC

Amanda Rositano

President

AD#13889838

MDN 5/14/20

Your News

In Print

and Online

All about you.

WICKED LOCAL

BUSINESS



The Greater Boston Chamber of Commerce held a Zoom event on Tuesday to discuss the impacts of COVID-19 on the tech and innovation communities in Boston. CEO of ezCater Stefania Mallet (top row, second from right), Jeff Bussgang (pictured below Mallet) of Flybridge Capital Partners, and David Cancel (not pictured) of Drift were the featured speakers. [COURTESY GRAPHIC VIA STATE HOUSE NEWS SERVICE]

Start a business during the outbreak?

Mass. business executives says opportunities exist as behavior changes

By Chris Van Buskirk
State House News Service

When is the best time to start a company? During a pandemic may not be the obvious answer but several business executives say the COVID-19 crisis presents an opportunity to use shifts in behavior to explore new ideas and markets.

“We’ve just seen massive behavior change across the world. Some of that will be temporary, a lot of it looks like it will be permanent,” David Cancel, CEO of Boston-based Drift, said. “And behavior change, at least for me, is where I want to start from understanding an idea in a market and trying to understand if we can bring a new company into that market.”

Cancel spoke alongside Jeff Bussgang of Flybridge Capital Partners and Stefania Mallet of ezCater during a Boston Greater Chamber of Commerce Zoom event on Tuesday where they discussed the outlook for Boston’s tech and innovation community amid the COVID-19 pandemic and beyond. The panel also offered insight into how companies can shift their focuses to adapt to public health measures aimed at curbing the spread of the virus.

The respiratory virus and its spread across the world presents many challenges for businesses both big and small and layoffs and furloughs abound as companies deal with temporary closures. As shutdowns continue to help stop the spread of the virus nearly 20 million Americans lost their jobs in April — a record one-month drop in employment. The unemployment rate climbed from 4.4 percent in March to 14.7 percent in April.

While having an idea and noticing shifts in habits might sound good, acquiring the money to start a new business may seem daunting. Bussgang, who helped co-found a venture capital firm, said startup money has not dried up amid the COVID-19 pandemic.

“Venture capitalists have the same amount of capital that they had three months ago,” he said during a Zoom call with nearly 150 people. “These are committed funds that we manage. And so the many billions and billions of dollars that have been raised over the recent year by venture capital funds at all stages of the spectrum early, mid, late, that’s still there, that’s still available.”

Some entrepreneurs might be thinking of ways to take advantage of behavioral changes but those working for established businesses might use the shift to alter business models or pursue previously discarded ideas. One behavior in South Korea where

“Venture capitalists have the same amount of capital that they had three months ago. These are committed funds that we manage. And so the many billions and billions of dollars that have been raised over the recent year by venture capital funds at all stages of the spectrum early, mid, late, that’s still there, that’s still available.”

Jeff Bussgang

Bussgang noticed a change: a lower interest in vacation in urban areas. A Marriott Hotel in downtown Seoul, he said, may not do as well as businesses centered in outdoor environments.

Flybridge Capital Partners invests in Getaway Homes, a company offering cabin rentals in remote locations in states like New Hampshire and Massachusetts. The organization has seen a surge in business, he said.

“That’s going to be another example of behavior changes that we’re going to see where people say, I’d rather be isolated in the woods in a cabin, as opposed to in an urban environment, in a 50-story hotel with thousands of people coming in and out of the lobby and the elevators,” he said.

In a separate sector, Mallet’s corporate catering company ezCater had to rethink how it could serve customers as working from home became normal and those staying in offices implemented public health measures. A decrease in sales led to the company laying off 45 percent of its staff.

Despite that, ezCater saw a bump in a product staffers created in March when they initially started to work from home -- individually packaged catering to make it possible for a group of people to eat together but not share utensils or large platters of food.

Over 10,000 restaurants out of the nearly 80,000 ezCater contracts have signed onto the idea, Mallet said, and it has offset some of the challenges faced in recent months.

“It’s the same good food that you know, but it’s served in this way that makes it easier,” she said. “It also makes it safer.”

Bussgang said companies, both new and old, should look for opportunities within the obstacles the pandemic presents — it’s a time for business leaders to slow down and look for things that weren’t there before.

“For example, it is the case that people have a bit more time on their hands, customers and prospects are more willing to spend time with you,” he said. “And so it’s an opportunity to get deeper feedback on the product and create more customer intimacy.”

Vast cutbacks in jobs, spending before any summer rebound

The Associated Press

The outbreak of the coronavirus has dealt a shock to the global economy with unprecedented speed. Following are developments Wednesday related to national and global response, the work place and the spread of the virus.

TRAVEL & LEISURE: Boeing said this week that it’s gone another month without a single airplane order, cruise ships are devoid of passengers and gasoline prices are plunging because few people are commuting to work or taking road trips. Global travel is close to a standstill.

— One of the biggest tourism companies in the world is cutting 8,000 jobs and will try to slash spending by about 30%. CEO Fritz Jousen did say Wednesday that a partial resumption of business could begin by June or early July in areas where testing is taking places or regions that have been cleared by governments.

The company employs between 60,000 and 70,000 people depending on the season.

• Six Flags is launching a new guest reservation system that will allow it to manage daily attendance levels and avoid overcrowding at theme parks. Advanced reservations through the company’s website will be required to enter parks. People can get on a waiting list if the park is at capacity. Members of loyalty clubs and season ticket holders get priority.

• Scandinavian Airlines joined a growing list of carriers that will require passengers six and older to wear protective face masks. Non-essential items like magazines, pillows and blankets are no longer available, and meal service is postponed.

HOUSING: There are mixed messages on the housing front. Activity has fallen sharply with fewer people willing to show their homes, or to look at them. And 33 million people have lost jobs in the pandemic. Mortgage payments are being skipped.

• First-quarter mortgage delinquency rates jumped 59 basis points from the previous quarter, according to the



Italian Army and Rome’s street cleaning task force personnel sanitize a church to prevent the spread of COVID-19, in Rome on Wednesday. Italy partially lifted lockdown restrictions last week after a two-month lockdown and on May 18 churches are preparing to reopen to the public for masses. [ROBERTO MONALDO/LAPRESSE VIA AP]



Fog envelops the few worshippers allowed to attend the celebrations at a virtually empty Catholic shrine in Fatima, Portugal on Wednesday. The dean of the shrine has asked pilgrims to stay away from the shrine, which is cordoned off during the annual celebrations, in an attempt to stem the spread of the coronavirus. Hundreds of thousands of worshippers traditionally attend ceremonies on May 12 and 13. [AP PHOTO/ARMANDO FRANCA]

Mortgage Bankers Association’s National Delinquency Survey.

Marina Walsh, MBA’s Vice President of Industry Analysis, said it’s “reminiscent of the hurricane-related, 64-basis-point increase seen in the third quarter of 2017.”

• For the fourth consecutive week, mortgage applications rose, suggesting that the spring buying season may not be a complete loss. And applications to buy a home jumped by a healthy 11% last week, according to the Mortgage Bankers Association.

Those applications are still down sharply from last year, but the gap between 2020 and 2019 appear to be shrinking. Purchase volume annually fell

19% annually. Last month, it was down 35%.

LONG OCEAN PASSAGE: Global commerce has seized up in the pandemic, skewing trade numbers and emptying ports.

• The world’s biggest shipping company expects a quarter of its typical annual volume will be lost this year.

Denmark’s A.P. Moller-Maersk said Wednesday that its outlook for the year contains “high uncertainties.” The shipper had expected growth between 1% and 3% before the outbreak.

MARKETS: Global stock markets slid again Wednesday as investors worried about the risks of reopening economies from coronavirus shutdowns too soon.

BUSINESS DIGEST • DAILY NEWS STAFF

Send news about your local business to MWBBusiness@wickedlocal.com. We're interested in news about business people, expansions, openings and community involvement by MetroWest businesses and business people. Follow Daily News Business Editor Bob Tremblay on Twitter @BobTremblay_MW.

Repligen reports first quarter financial results

Waltham’s Repligen Corporation, a life sciences company focused on bioprocessing technology leadership, recently reported financial results for its first quarter ended March 31. The company exceeded its financial goals, reporting record quarterly revenue and organic growth of 16% backed by strong order demand. The story of the quarter was the continued momentum at gene therapy accounts and strength in the chromatography and filtration franchises, with

the proteins business performing above expectations, President and CEO Tony J. Hunt said. Total revenue for the first quarter of 2020 increased to \$76.1 million compared to \$60.6 million for the first quarter of 2019, a year-over-year gain of 25% as reported and 26% at constant currency, with organic growth of 16%.

Boys & Girls Club launches A Boost for Youth campaign

The Boys & Girls Clubs of MetroWest recently launched its A Boost for Youth campaign. The campaign is committed to reversing learning and language loss by providing one-on-one tutors and group learning opportunities and restoring the feeling of safety for youth who are experiencing anxiety and uncertainty during this time. For information or to donate, visit <https://bit.ly/2zvjmMj>.

Microsoft Natick to host

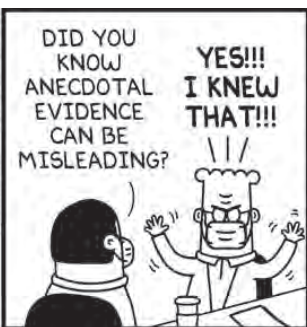
weekly, virtual workshops

The Microsoft Natick team is hosting weekly, virtual workshops for residents. The current schedule will readjust weekly depending on interest and participation in the courses. Each of the workshops will be hosted online with Microsoft Teams and a live presenter. To view the full schedule of available classes, visit <https://bit.ly/2WtqFdr>.

MyFM101.3 providing free shoutouts for local businesses

MyFM 101.3 will extend its free shoutouts through May 18. Those interested will need to provide their business name, address, website, and a quick answer to this question "What do you want people to know about your business right now?" (hours, delivery, curbside pickup, specials, hiring, etc.) Those interested can contact Tom McAuliffe at tom@MyFM1013.com.

DILBERT • BY SCOTT ADAMS



NOTICE OF VIRTUAL COMMUNITY OUTREACH HEARING**NEW ENGLAND TREATMENT ACCESS, LLC****162 GROVE STREET, FRANKLIN, MASSACHUSETTS**

In accordance with 935 CMR 500.101(1)(a)(9) and 935 CMR 501.101(1)(a)(9), New England Treatment Access, LLC will hold a virtual Community Outreach Hearing on **May 28, 2020 at 4:00pm via ZOOM URL: <https://us02web.zoom.us/j/88529888812> or Call in Number 1-929-205-6099 enter Meeting ID 885 2988 8812 then press #.** New England Treatment Access, LLC intends to apply for the following Medical Marijuana Treatment Center and Adult-use Marijuana Establishment licenses: Medical Marijuana Treatment Center and Marijuana Retailer at 162 Grove Street, Franklin, Massachusetts pursuant to G. L. c. 94G, Chapter 55 of the Acts of 2017, 935 CMR 500.000, *et. seq.* and 935 CMR 501.000, *et. seq.*

Information presented at the virtual community outreach hearing will include, but not be limited to:

1. The proposed address of the Medical Marijuana Treatment Center along with a declaration that the proposed establishment is a "Medical Marijuana Treatment Center";
2. The type of Adult-use Marijuana Establishment to be located at the proposed address;
3. Information adequate to demonstrate that the Medical Marijuana Treatment Center and Adult-use Marijuana Establishment location will be maintained securely;
4. Steps to be taken by the Medical Marijuana Treatment Center and Adult-use Marijuana Establishment to prevent diversion to minors;
5. A plan by the Medical Marijuana Treatment Center to provide reduced cost or free Marijuana to patients with documented Verified Financial Hardship, as defined by the Cannabis Control Commission. The plan shall outline the goals, programs, and measurements the Medical Marijuana Treatment Center will pursue once licensed;
6. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance; and
7. A plan by the Medical Marijuana Treatment Center and Adult-use Marijuana Establishment to positively impact the community.

Meeting materials will be posted on the Town of Franklin website <https://www.franklinma.gov/> at least 24 hours prior to the virtual Community Outreach Hearing. Interested residents may hear about the proposal and ask questions at the virtual Community Outreach Hearing. In addition, interested residents may submit questions in advance to Chrissy Whelton, Assistant to the Town Administrator at cwhelton@franklinma.gov.

A copy of this notice is on file with the Town Clerk, at the Town Council's office, and the Planning Board office, all located at 355 East Central Street, Franklin, MA 02038, and a copy of this Notice was mailed at least seven calendar days prior to the virtual Community Outreach Hearing to abutters of the proposed address of the Medical Marijuana Treatment Center and Adult-use 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.

New England Treatment Access, LLC

Amanda Rositano

President

Subject: Re: NETA - Notice of Community Outreach Hearing



Teresa Burr <tburr@franklinma.gov>

to Chrissy Whelton, Silman, Ruth, Jamie Hellen, Amy Love, tmercer@franklinma.gov, Vallee, James, arositano@

You are viewing an attached message. NETA Care Mail can't verify the authenticity of attache

Received. Thank you!

Sent from my iPhone

On May 14, 2020, at 4:52 PM, Chrissy Whelton <cwhelton@franklinma.gov> wrote:

Thank you for the notice Ruth.

Have a great weekend and stay well!

Chrissy Whelton, Assistant to the Town Administrator

Town Administrator's Office

[355 East Central Street](#)

[Franklin MA 02038](#)

Tel: 508-553-4885

Email: cwhelton@franklinma.gov

[Twitter](#) | [Facebook](#) | [YouTube](#) | [Web](#)

On Thu, May 14, 2020 at 1:51 PM Silman, Ruth <RSilman@nixonpeabody.com> wrote:

Thank you, Jamie. I would appreciate hearing from each person on this email that you have recei

Best regards,

Ruth

From: Jamie Hellen <jhellen@franklinma.gov>

Sent: Wednesday, May 13, 2020 6:55 PM

To: Silman, Ruth <RSilman@nixonpeabody.com>

Cc: tburr@franklinma.gov; Amy Love <alove@franklinma.gov>; tmercer@franklinma.gov; Chrissy

Subject: Re: NETA - Noce of Community Outr each Hearing

[EXTERNAL E-MAIL]

Ruth:

Thank you for the notice.

Jamie Hellen

CEO/Town Administrator

NOTICE OF VIRTUAL COMMUNITY OUTREACH HEARING**NEW ENGLAND TREATMENT ACCESS, LLC****162 GROVE STREET, FRANKLIN, MASSACHUSETTS**

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New England Treatment Access, LLC

Amanda Rositano

President

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Sent To
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 7 UNCAS BROOK ROW

City, State, ZIP+4®
 Franklin, MA 02038

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Authorization

Jamie Hellen <jhellen@franklinma.gov>

Wed 5/27/2020 2:49 PM

To: Silman, Ruth <RSilman@nixonpeabody.com>; Vallee, James <jvallee@nixonpeabody.com>

Cc: Chrissy Whelton <cwhelton@franklinma.gov>; Alecia Alleyne <aalleyne@franklinma.gov>

[EXTERNAL E-MAIL]

Hi Ruth:

I hereby authorize New England Treatment Access, LLC to conduct a virtual Community Outreach Meeting for its proposed Marijuana Establishment proposed to be located at 162 Grove Street in Franklin, Massachusetts.

Jamie Hellen
CEO/Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038-1352
Office: 508-553-4887
Mobile: 508-570-8051
Email: jhellen@franklinma.gov
[Web](#) | [Twitter](#) | [Instagram](#) | [You Tube](#) | [Anchor](#)

This email is intended for municipal / educational use only and must comply with the Town of Franklin and Franklin Public School's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of or Franklin Public Schools is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.



NEW ENGLAND TREATMENT ACCESS, LLC.

To Whom It May Concern,

New England Treatment Access, LLC. (“NETA”) held a virtual Community Outreach Meeting on May 28, 2020 at 4:00pm for its proposed co-located dispensary at 162 Grove St. in Franklin. The meeting was moderated by Franklin CEO/Town Administrator Jamie Helen and hosted by Assistant to the Town Administrator Chrissy Whelton,

Amanda Rositano, NETA President, spoke on behalf of NETA.

One member of the public attended the meeting.





NEW ENGLAND TREATMENT ACCESS, LLC.

Plan for Areas of Disproportionate Impact

In addition to the initiatives outlined in NETA's Diversity Plan, NETA's plan to positively impact areas of disproportionate impact will also contribute to a more diverse workforce. The plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

2020 Positive Impact Plan Goals

1. Provide sustaining support and guidance for Certified Economic Empowerment marijuana establishments and Social Equity Program participants.
2. Reduce financial barriers to entry into the cannabis industry for Certified Economic Empowerment license holders.
3. Provide educational support, onsite career training, pro bono legal services, and employment opportunities for Individuals from communities disproportionately impacted by high rates of arrest and incarceration from the War on Drugs through MassCultivatED jail-to-jobs program.

2020 Positive Impact Plan Programs

1. NETA Facility Tours - NETA will provide educational tours of its cultivation and processing facility and/or its retail dispensary facilities to a minimum of five (5) Certified Economic Empowerment applicants and/or Social Equity Program participants.
2. NETA Social Equity Security Equipment Grant Program - The NETA Social Equity Security Equipment Grant Program creates a fund containing an amount designated annually to be used to provide financial support for the purposes of acquiring compliant and reliable physical security equipment to provisionally licensed Certified Economic Empowerment operators.

The specific goals of this program are to:

- Reduce financial barriers to entry to the cannabis industry for Certified Economic Empowerment and Social Equity Program Participant operators.
- Strengthen relationships between large, medium, and small sized operators in Massachusetts.
- Build and sustain compliant and reliable security operations.
- Encourage an industry-wide standard approach to security operations.

Eligible operators are those that are:

- Certified Economic Empowerment or Social Equity Program Participants.
- Provisionally licensed by the Cannabis Control Commission at the location where grant will be applied.
- Able to demonstrate, through documentation that may include a business plan, policies and procedures and others to be determined, that the organization is compliance-oriented, with particular attention to be paid towards stated compliance with





NEW ENGLAND TREATMENT ACCESS, LLC.

935 CMR 500.110.

- Able to comply with any additional requirements or verifications requested by NETA.

3. CultivatED Program - The goal of this program is to provide direct impact to individuals from areas of disproportionate impact as identified by the Cannabis Control Commission.

NETA will assist in the creation, development, and oversight of the CultivatED fellowship program whose participants will receive full-scholarship awards, gaining them access to individualized pro bono legal services, a higher education certificate program, workforce training, fully paid and benefited cooperative learning and externship rotations in the cannabis industry for educational credit hours, and job placement upon completion of the program. NETA is a founding member of the CultivatED program.

NETA's Director of Diversity Programs will serve as co-chair of CultivatED's Board of Overseers who will oversee, and where necessary, directly create the CultivatED Program's curriculum design, program development and measurement criteria, and fellow selection criteria and process.

Measurement of Goals

1. NETA Facility Tours
 - a. In December 2020 NETA will calculate the number of tours offered and number of social equity participants on each completed tour, with the goal of providing at least five (5) tours to eligible operators as defined above.
2. NETA Social Equity Security Equipment Grant Program
 - a. In December 2020 NETA will review the number of grant applicants, with the goal of supporting two (2) Social Equity and/or Economic Empowerment Program Participants with grants through the NETA Social Equity Security Grant Program Fund, subject to the CCC licensing process.
 - b. Grant a minimum of \$25,000 total through the NETA Social Equity Security Grant Program Fund.
3. CultivatED Program
 - a. In December 2020, review and confirm NETA's sponsorship, assistance in the development of, and participation in CultivatED.
 - b. Determine the number of fellowship participants and identify the number of disproportionately impacted communities represented in the pilot cohort.
 - c. Determine the amount of funds allotted for pro bono legal services, background check and suitability services, and scholarships for a certificate program at Roxbury Community College and derive a use percentage based on the amount utilized by fellowship participants. These numbers will be used to establish a baseline from which future projections may be made.



**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NEW ENGLAND TREATMENT ACCESS, LLC**

This Second Amended and Restated Limited Liability Company Agreement (the “**Agreement**”) of New England Treatment Access, LLC, a Massachusetts limited liability company (the “**Company**”) is entered into as of June 21, 2019 by and among the members listed on **Exhibit A** hereto and any other Person admitted in accordance with this Agreement as a Member of the Company from time to time. Capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in ARTICLE VIII of this Agreement.

Introduction

WHEREAS, New England Treatment Access, Inc., a Massachusetts non-profit corporation (“**NETA**”), was originally formed for the purpose of holding two registered marijuana dispensary final certificates of registration in good standing with the Department of Public Health of the Commonwealth of Massachusetts;

WHEREAS, on February 12, 2018, CBPB Holdings, Inc. (“**CBPB Holdings**”) was incorporated as a Delaware corporation;

WHEREAS, on March 19, 2018, NETA and its sole and initial member, Howard J. Kessler (the “**Original Member**”), entered into an Agreement and Plan of Entity Conversion, pursuant to which NETA was converted from a Massachusetts non-profit corporation into a Massachusetts business corporation (the “**Corporate Conversion**”), which resulting corporation was named New England Treatment Access, Inc. (“**NETA Inc.**”), and the membership interests of NETA held by the Original Member were converted into one (1) share of common stock, par value \$0.00001 per share, of NETA Inc.;

WHEREAS, on March 19, 2018, following the effectiveness of the Corporate Conversion, CBPB Holdings and the Original Member entered into a Contribution Agreement, pursuant to which the Original Member contributed to CBPB Holdings one (1) share of the common stock, par value \$0.00001 per share, of NETA Inc., which represented 100% of the then issued and outstanding stock of NETA Inc. in consideration of the issuance by CBPB Holdings of one (1) share of CBPB Holdings common stock, which represented 100% of the then issued and outstanding stock of CBPB Holdings (the “**Equity Contribution**”);

WHEREAS, on March 19, 2018, following the effectiveness of the Equity Contribution, NETA Inc. and CBPB Holdings, as the sole shareholder of NETA Inc., entered into an Agreement and Plan of Entity Conversion, pursuant to which: (i) NETA Inc. was converted from a Massachusetts corporation into a Massachusetts limited liability company (the “**LLC Conversion**”), which resulting limited liability company was named New England Treatment Access, LLC, and (ii) the one (1) outstanding share of common stock, par value \$0.00001 per share, of NETA Inc. held by CBPB Holdings was converted into one (1) Class A Unit of the Company;

WHEREAS, concurrently with the LLC Conversion, CBPB Holdings executed and delivered the Limited Liability Company Agreement of the Company and the Company continued as a limited liability company under the Act as set forth therein;

WHEREAS, on March 19, 2018, following the effectiveness of the LLC Conversion, CBPB Holdings and the Original Member entered into a Contribution Agreement, pursuant to which the Original Member contributed to CBPB Holdings the Original Member's interest in the promissory notes issued by NETA Inc. (as successor to NETA) to the Original Member (collectively, the "**Contributed Debt Interest**") as a capital contribution to CBPB Holdings (the "**Debt Contribution**");

WHEREAS, on March 19, 2018, following the effectiveness of the Debt Contribution, CBPB Holdings forgave the entire aggregate outstanding principal balance and accrued interest of the Contributed Debt Interest and released the Company from any and all further liability under the Contributed Debt Interest;

WHEREAS, the parties who were then members of the Company entered into an Amended and Restated Limited Liability Company Agreement of the Company, dated March 19, 2018 (the "**A&R Agreement**");

WHEREAS, Aegis MA, LLC, a Delaware limited liability company, Vered Management Services, Inc., a Massachusetts corporation, and FSR Holdings, LLC, a Massachusetts limited liability company transferred all of their ownership interests in the Company to SH Parent, Inc., a Delaware corporation ("**Parent**"), effective as of the date hereof; and

WHEREAS, CBPB Holdings and Parent now desire to amend and restate the A&R Agreement to cancel and convert all Class A Units and Class B Units (each as defined in the A&R Agreement) under the A&R Agreement into a single class of Units (as defined below) and to govern the membership in and management of the Company on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, the parties hereby amend and restate the A&R Agreement in its entirety as follows:

ARTICLE I NAME; BUSINESS; TERM

1.1 Name; Jurisdiction of Organization. The name of the Company is New England Treatment Access, LLC. The Company is a limited liability company organized under the Massachusetts Limited Liability Company Act (as amended and in effect from time to time, and any successor of the Act, the "**Act**").

1.2 Business. The business of the Company shall consist of engaging in any lawful act or activity for which a limited liability company may be organized under the Act.

1.3 Office; Agent for Service of Process. The principal place of business of the Company shall be 5 Forge Parkway, Franklin, Massachusetts 02038, or such other place as the Manager shall determine from time to time. As of the date of this Agreement, the registered office

of the Company in the State of Massachusetts and the name and address of the Company's initial agent for service of process is National Registered Agents, Inc., located at 155 Federal Street, Suite 700, Boston, MA 02110.

1.4 Term. The Company shall continue in existence until terminated and liquidated by the Manager in compliance with the provisions of this Agreement. No Member or Manager shall initiate any action to liquidate or dissolve the Company pursuant to the Act or any other law. The Manager and/or any Person(s) authorized in writing by the Manager may wind up the Company's affairs in accordance with the Act and this Agreement.

1.5 Construction of Agreement. The rights, powers, privileges, obligations, duties and liabilities of the Members, Managers and other Persons bound by this Agreement shall be determined pursuant to this Agreement and the Act. To the extent that the rights, powers, privileges, obligations, duties or liabilities of any Member, Manager or other Person bound by this Agreement are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the maximum extent permitted by the Act, control.

ARTICLE II MANAGEMENT

2.1 Manager. The Company and its business and affairs shall be managed by a Manager (as used herein, "**Manager**" has the meaning given to it in the Act) subject to and in accordance with the provisions of this Agreement. The Manager shall be elected by the Majority Members. Parent shall be the sole initial Manager of the Company. All actions by the Company that would require approval of the board of directors of a corporation formed under Massachusetts law or for which it would be customary, using good practice, to obtain such approval, shall require Manager approval. Any action required or permitted to be taken at any meeting may be taken by the Manager(s) without a meeting, if all Managers then in office and entitled to vote on the matter consent to the action in writing. Each written consent shall be filed with the minutes of proceedings of the Manager(s).

2.2 Compensation. The Company may pay the Manager a salary for the Manager's services to the Company. No payment of salary shall be deemed to be a distribution for purposes of any law concerning unlawful distributions or creditors' remedies.

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

approval rights of any kind or (iii) right to exercise any of the rights, powers or privileges of the Act, and (b) the approval of the Members shall not be required for the Company to engage in any transaction or to perform any act, statutory or otherwise. The Manager shall make all decisions with respect to the Company's business and affairs without the consent of the Members, except as otherwise specifically required by the Act.

2.5 Removal of the Manager. The Manager shall serve for the term for which it is elected and until the first to occur of the resignation or removal of such Manager, or until a successor to such Manager shall have been elected and qualified.

2.6 Resignation. The Manager may resign by giving written notice to the Company. The resignation of the Manager shall take effect upon the Company's receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of the Manager who is also a Member shall not affect the Manager's rights as a Member.

2.7 Manager Powers. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, and except only as limited, restricted or prohibited by the express provisions of this Agreement, the Manager, shall have full, exclusive and complete discretion in the management and control of the business and affairs of the Company and shall make all decisions affecting Company business and affairs, including without limitation, the power to:

- (a) execute any and all other instruments and documents that may be necessary or in the opinion of the Manager desirable to carry out the intent and purpose of this Agreement or the Company, including, but not limited to, (i) documents whose operation and effect extend beyond the term of the Company and (ii) consents or agreements of any subsidiaries of the Company or their affiliates;

- (b) make any and all expenditures that the Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of their obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization and financing and operation of the Company;

- (c) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

- (d) invest and reinvest Company reserves in such manner as the Manager shall determine in its sole discretion;

- (e) sell, exchange or otherwise transfer or dispose of all or substantially all of the Company's property;

- (f) approve or effect the merger of the Company with or into another entity;

- (g) dissolve, liquidate or wind-up the Company;

- (h) amend this Agreement;
- (i) admit new Members to the Company;
- (j) require additional capital contributions from Members; or
- (k) file a voluntary petition in bankruptcy on behalf of the Company or any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for the Company under the present or any future federal bankruptcy act or any present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, or other relief for debtors.

2.8 Indemnification.

(a) In the event an Indemnified Person was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify the Indemnified Person to the fullest extent permitted by law as soon as practicable but in any event no later than ten (10) days after written demand is presented to the Company, against any and all expenses, losses, damages, judgments, fines, penalties, liabilities and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in respect of such Claim; *provided*, that (i) such Indemnified Person acted within the authority granted by this Agreement in good faith in a manner that such Indemnified Person believed was in or not opposed to the best interests of the Company, and (ii) such Indemnified Person's conduct did not constitute gross negligence, willful misconduct or a knowing violation of law.

(b) This right to indemnification shall include the payment of all reasonable expenses incurred by such Indemnified Person, including reasonable legal and other professional fees and expenses, which amounts shall be paid by the Company when incurred, subject to an undertaking from the Indemnified Person to return such amounts if it is finally determined by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder. The Indemnified Person will cooperate with the Company in the defense of any Claim.

(c) If a third party seeks to hold an Affiliate of an Indemnified Person responsible for any action or inaction by such Indemnified Person for any Indemnifiable Event, then such Affiliate shall be entitled to indemnification under this Section 2.8 to the same extent as the Indemnified Person is entitled to indemnification hereunder, and such Affiliates shall be express third-party beneficiaries of this Section 2.8.

(d) This right to indemnification shall (i) not be exclusive of or affect any other rights which any Indemnified Person may have, (ii) inure to the benefit of the heirs, executors and administrators of an Indemnified Person, and (iii) continue in effect regardless of whether an Indemnified Person continues to serve as a Manager. No amendment or repeal of this Section 2.8 shall have any effect on a Person's rights under this Section 2.8 with respect to any act or omission occurring prior to such amendment or repeal.

2.9 Exculpation. No Indemnified Person shall be liable, in damages or otherwise, to the Company or any Member, Manager or other Person bound by this Agreement for any loss that arises out of any act performed or omitted to be performed by such Indemnified Person as a Manager within the authority granted by this Agreement, other than for any loss that results from the Indemnified Person's knowing violation of law, fraud, gross negligence or willful misconduct. No amendment or repeal of this Section 2.9 shall have any effect on an Indemnified Person's rights under this Section 2.9 with respect to any act or omission occurring prior to such amendment or repeal.

2.10 Reliance. A Manager 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 such Manager reasonably believes are within such other Person's professional or expert competence, including without limitation information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or income or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

ARTICLE III MEMBERS; LIMITED LIABILITY; CAPITAL

3.1 Members. The name and address of each Member is set forth on **Exhibit A** hereto (as the same may be amended from time to time). Such exhibit may be changed by the Manager to reflect a change in the address of any Member upon notice from such Member of a change of address.

3.2 Limited Liability. Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, expense, obligation or liability of the Company. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company. No Member shall have any liability to restore any negative balance in such Member's Capital Account. No Member is required to lend any funds to the Company.

3.3 Capital.

(a) The Company shall have one class of common units ("**Units**") and each one Class A Unit and each one Class B Unit (each as defined in the A&R Operating Agreement) outstanding immediately prior to the effective date hereof is hereby cancelled and converted into one Unit. As of the date of this Agreement, the Company is authorized to issue 10,000 Units.

(b) The number of Units and Percentage Interests held by the Members on the date of this Agreement are set forth on **Exhibit A**. The Members acknowledge and agree that, except for the Units set forth on **Exhibit A**, they do not hold or have rights to any equity interests in the Company. Following the date of this Agreement, the number of Units and Percentage Interests held by the Members may be

set forth in a separate Unit Ownership Register (the “**Register**”) maintained by the Manager. The Register shall be amended from time to time by the Manager to reflect transfers of Units and the issuance of new Units in accordance with this Agreement.

3.4 Voting of Members. Except as otherwise specifically required by this Agreement or the Act, the Members are not entitled to vote on matters affecting Company business and affairs and all Units are non-voting. To the extent any such vote of the Members is specifically required by this Agreement or the Act, the holders of the Units are entitled to one vote for each Unit held at all meetings of Members and written actions in lieu of meetings. Members may vote in person or by proxy or consent to such action pursuant to written consent.

3.5 Meetings. No regular meetings of the Members need be held. Meetings of Members may be called by any Manager and shall be called by any Manager of the Company upon the written request of a Member or Members holding at least 25% of the then outstanding Units held by Members.

3.6 Place of Meetings. Meetings of Members may be held within or outside the State of Massachusetts.

3.7 Notice of Meetings. Written notice of meetings of Members stating the place, day, and hour of the meeting shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally, by mail or by email, by or at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be given five (5) calendar days after being deposited in the United States mail, addressed to each Member at the address of each Member as it appears on the books of the Company, with postage thereon prepaid. Notice of a meeting may be waived by an instrument in writing executed before or after the meeting. The waiver need not specify the purpose of the meeting or the business transacted. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof. Notice of any meeting of Members shall state the purpose or purposes for which the meeting is called.

3.8 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Massachusetts, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

3.9 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 3.9, such determination shall apply to any adjournment thereof.

3.10 Quorum. At all meetings of Members, a majority of the outstanding Units held by the Members represented at the meeting in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum at any such meeting, a majority of the Units so

represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Units whose absence would cause less than a quorum to be present.

3.11 Manner of Acting. If a quorum is present, the affirmative vote of a majority of the outstanding Units held by Members, represented at the meeting in person or by proxy shall be the act of the Members, unless the vote of a greater number is required by the Act, by the Certificate of Organization, or by this Agreement or the vote of a lesser number is specifically permitted by this Agreement.

3.12 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members holding a majority of the outstanding Units entitled to vote on such action, or such greater or lesser number as may be specifically required by this Agreement to approve such action, and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 3.12 is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

3.13 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

3.14 Meeting by Telephone. The Members may also meet by conference telephone call if all Members can hear one another on such call and the requisite notice is given or waived. Further, Members or holders of proxies may vote all Units they are allowed by way of conference telephone so long as verification can be made of the identity of the Member or the validity of the proxies.

3.15 Resignation or Termination of Membership; Return of Capital. No Member shall resign or terminate such Member's membership in the Company for any reason (including bankruptcy or any other event contemplated by the Act) except as expressly permitted by this Agreement, or have any right to distributions respecting such Member's Units (upon withdrawal or resignation from the Company or otherwise) except as expressly set forth in this Agreement. No Member shall have the right to demand or receive property other than cash in return for such Member's Capital Contribution. No interest shall accrue on any Capital Contribution.

ARTICLE IV CAPITAL ACCOUNTS AND ALLOCATIONS

4.1 Initial Capital Contributions. The initial amount of the capital contribution of each Member is as it appears on the books of the Company.

4.2 Additional Capital Contributions. The Members may, but shall have no duty to, make contributions to the Company. The Members may, but shall not be obligated to, make loans to the Company. The Members may, but shall not be obligated to, guarantee the Company's obligations.

4.3 Capital Accounts. A separate account (a "**Capital Account**") shall be established and maintained for each Member and shall be:

(a) increased by (i) any cash contributions made by such Member, (ii) the Gross Asset Value of any asset contributed by such Member to the Company (as determined immediately prior to such contribution), (iii) the Member's distributive share of Company Net Profits, and (iv) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member, and

(b) reduced by (i) such Member's distributive share of Company Net Losses, (ii) cash distributed by the Company to such Member, (iii) the Gross Asset Value of any Company property distributed to such Member (as determined immediately prior to such distribution), and (iv) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company. It is the intention of the Members that the Capital Accounts of the Company be maintained in accordance with the Regulations promulgated under Code Section 704(b) and that this Agreement be interpreted consistently therewith.

4.4 Revaluations of Capital Accounts. If so determined by the Manager, immediately prior to any Adjustment Date, the Capital Accounts of all Members shall also be increased or decreased to reflect the aggregate net increase or decrease in Gross Asset Values of the Company as if the upward or downward change in the Gross Asset Values arising from such adjustment had been Net Profits or Net Losses, respectively, and allocated among the Members pursuant to Section 4.5.

4.5 General. Unless otherwise provided herein: (a) the provisions of Section 4.5 shall be applied after the provisions of the remaining Sections of this ARTICLE IV have been given effect, (b) allocations shall be made equally to each Unit, and (c) allocations made to the predecessor in interest of a Member shall be treated as having been made to that Member.

4.6 Net Profits and Net Losses. The Net Profits and Net Losses as determined for purposes of computing the Capital Accounts of the Members shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Regulations § 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (a) that such allocations satisfy the economic effect equivalence test of Regulations § 1.704-1(b)(2)(ii)(i) and (b) that all allocations

of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in proportion to their limited liability company interests in the Company as required by Code Section 704(b) and the Regulations promulgated thereunder. To the extent possible, items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year (increased by such Member's "share of partnership minimum gain" as defined in Regulations § 1.704-2) would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the Company) in respect of such Member's limited liability company interests in the Company if the Company sold all of its property for an amount of cash equal to the book value (as determined pursuant to Regulations § 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of Company liabilities treated as "nonrecourse debt" pursuant to Regulations § 1.704-2(b)(3)) and all of the cash of the Company remaining after payment of all liabilities (other than such nonrecourse debt) of the Company were distributed in liquidation in accordance with Section 5.21(a) immediately following the end of such taxable year.

4.7 Allocations with respect to Contributed Property. The Tax Items with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and the agreed fair market value of such property, in accordance with Code Section 704(c) and the Regulations thereunder. All allocations required or permitted by Code Section 704(c) will be made using the "traditional method".

4.8 Qualified Income Offset. Any Member who unexpectedly receives an adjustment, allocation or distribution described in Regulations § 1.704-1(b)(2)(ii)(d) (4), (5) or (6), and as a result such Member has, or has increased, a deficit balance in such Member's Capital Account (in excess of any amounts that such Member is deemed obligated to restore under Regulations § 1.704-2) will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

4.9 Minimum Gain Chargeback. Notwithstanding any provision of this Agreement to the contrary, if there is a net decrease during a taxable year in Company "minimum gain," as that term is defined in Regulations § 1.704-2(d), then items of income and gain for such taxable year (and, if necessary, subsequent years) shall be allocated in such a manner as to comply with the "minimum gain chargeback" requirement of Regulations § 1.704-2(f).

4.10 Proration in the Event of a Transfer. If any Units of a Member are transferred during a taxable year of the Company, then each Tax Item attributable to the transferred Units shall be prorated between the transferor and transferee for federal income tax purposes as required or permitted by the Code or Regulations, using any convention or method permitted by the Code or Regulations in making such proration as the Manager shall select; *provided, however*, extraordinary gain or loss (if any) shall be allocated to the holder of the Unit on the date of the disposition giving rise to the extraordinary gain or loss.

4.11 Allocations upon Admissions or Redemptions. If the number of Units held by a Member changes during a taxable year for any reason other than the transfer of all or a portion of

such Units to any other Person, then such Member's share of each Tax Item shall be determined for federal income tax purposes by taking into account each such Member's change in number of Units and using any convention or method permitted by the Code or the Regulations selected by the Manager.

4.12 Allocations of Nonrecourse Deductions. "Nonrecourse deductions," as that term is defined in Regulations § 1.704-2(c), and "partner nonrecourse deductions," as that term is defined in Regulations § 1.704-2(i)(2), shall be allocated as determined by the Manager in accordance with Regulations § 1.704-2.

4.13 Limitation on Loss Allocations. If and to the extent that any allocation of Net Loss to any Member would cause such Member's Capital Account to have a deficit balance, or would further increase an existing deficit balance (in each case, only to the extent that such deficit balance exceeds the amount that such Member is deemed obligated to restore under Regulations § 1.704-2), in excess of the maximum deficit balance allowed under the Section 704(b) Regulations, then such Net Loss shall be allocated first to the other Members, until all such Members' Capital Accounts are reduced to zero, and then to all Members equally with respect to each Unit held. If any special allocations of Net Loss are made pursuant to the preceding sentence, items of gross income and gain in subsequent periods shall be specially allocated to offset such allocations of Net Loss as promptly as possible.

4.14 Special Allocations in Year of Liquidation. It is the intention of the parties that the Capital Accounts of the Members immediately before the liquidation of the Company shall be as nearly equal as possible to the amounts that they would receive in liquidation under Section 5.2 (the "**Target Amounts**"). Therefore, in the year the Company is actually liquidated, should there be any difference between the Capital Accounts of the Members and the amounts to which the Members would otherwise be entitled under Section 5.2, then Net Profits or Net Losses, as the case may be, in that year (and the prior year, if necessary and permitted by the Code and Regulations) shall be specially allocated among the Members so that, as much as possible, their Capital Accounts shall equal the amounts to which they are entitled to receive under Section 5.2. If the Net Profits or Net Losses, as the case may be, of the Company are insufficient to allow the Capital Accounts of the Members to be adjusted to their Target Amounts, then items of gross income, gain, deduction and loss shall be specially allocated to the Members to the extent necessary to cause their Capital Accounts to be equal to their Target Amounts.

4.15 Allocation of Tax Items. Except as otherwise provided in this ARTICLE IV, all items of income, gain, loss and deduction will be allocated among the Members for federal income tax purposes in the same manner as the corresponding allocations for Capital Account purposes.

ARTICLE V DISTRIBUTIONS

5.1 Timing of Distributions. The Members shall be entitled to receive distributions from the Company only at the following times:

(a) Distributions on Liquidation of Company.

(i) Upon the liquidation of the Company, the Company shall first promptly pay or make provision for the payment of all of the liabilities of the Company, including the establishment of such reserves as the Manager shall reasonably determine to be required by law in order to provide for contingent liabilities, and shall then distribute all remaining assets to the Members in accordance with Section 5.2.

(ii) The consideration received by the Members or the Company in connection with a Sale shall be distributed and/or allocated among the Members in accordance with the provisions of Section 5.2. If any portion of the Sale consideration payable to the Members is placed into escrow and/or is payable to the Members subject to any hold back or contingencies, the applicable definitive agreement shall provide that (A) the portion of such consideration that is not placed in escrow, held back and/or subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the Members in accordance with Section 5.2 as if the Initial Consideration were the only consideration payable in connection with the Sale transaction and (B) any additional consideration that becomes payable to the Members upon release from escrow or hold back or satisfaction of contingencies shall be allocated among the Members in accordance with Section 5.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(b) Distributions prior to Liquidation of Company. All distributions of cash or property prior to the liquidation of the Company shall be made in accordance with Section 5.2 at such times and in such aggregate amounts as the Manager shall determine. Distributions that are made to a Member pursuant to this Section 5.1(b) shall be treated as an advance of, and shall be offset against, future distributions to be made under Sections 5.1(a) and 5.2 to such Member.

5.2 Priority of Distributions. Except as otherwise set forth in Section 5.1, distributions shall be made to the Members in the following order and priority:

(a) First, to the holders of the Units in accordance with their Capital Account balances; and

(b) Second, ratably in accordance with their Percentage Interests.

5.3 Withholding Against Distributions. The Company shall have the right to withhold from any distribution to a Member the amount of any federal, state, local or foreign tax required by any taxing jurisdiction imposing an obligation that amounts be withheld from or with respect to Company distributions or allocations, and any amounts so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement. With the consent of the Manager, the Company shall also have the right to withhold from any distribution to a Member the amount of any unpaid obligation of such Member to the Company or any of subsidiaries, and any amounts so

withheld shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement and then used to repay the unpaid obligation.

5.4 No Violation of Act. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be permitted to make a distribution to any Member if such distribution would violate the Act or any other applicable law. Each Member (including any former Member) who receives a distribution in violation of the Act or any other applicable law shall be liable to the Company for the amount of such distribution to the extent required by the Act or such law.

5.5 Non-Cash Distributions. The value of any non-cash assets to be distributed to the Members in accordance with this Agreement shall be determined in good faith by the Manager. Any such distribution of non-cash assets shall be *pro rata*, as nearly as practicable, in accordance with the other provisions of this Agreement.

5.6 Predecessors in Interest. Any reference in this Agreement to a Capital Contribution of or distribution to a Member shall include the Capital Contributions of and the distributions previously made to such Member's predecessor in interest to the extent related to the Units acquired by such Member from such predecessor in interest.

ARTICLE VI TRANSFERS

6.1 General. No Member shall sell, pledge, give, assign, distribute, hypothecate, mortgage or transfer (all referred to herein as a “**transfer**”) any Units owned by such Member, directly or indirectly, to any Person, except in compliance with the other provisions of this ARTICLE VI applicable to such Member. Any purported transfer made in violation of this Agreement shall be null and void and of no effect whatsoever.

6.2 Transfer Restriction. No Member shall transfer, directly or indirectly, any Units owned by such Member without the consent of the Manager.

6.3 Securities Law Compliance. No Member shall transfer such Member's Units or any part thereof in violation of the Securities Act or applicable state securities laws. The Manager may, as a condition precedent to any transfer by a Member, require such Member to deliver to the Company an opinion of counsel reasonably satisfactory to the Manager that such transfer is being made in compliance with the Securities Act and applicable state securities laws.

6.4 Requirement to Sign Agreement. Notwithstanding anything to the contrary contained in this Agreement, no Person shall acquire any Units, whether by purchase or transfer from a Member, issuance by the Company or otherwise, unless such Person first becomes a signatory to this Agreement as a Member, agreeing to be bound by all the terms of this Agreement. Any Person who acquires any Units in compliance with this Agreement shall be, automatically and without further action of the Company or the other Members, admitted as a Member.

ARTICLE VII MISCELLANEOUS

7.1 **Dissolution; Liquidation.**

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following (a “**Dissolution Event**”): (i) written consent of the Members, (ii) pursuant to a voluntary or involuntary bankruptcy petition, (iii) the sale or other disposition of all or substantially all of the assets of the Company, or (iv) the entry of a decree of judicial dissolution of the Company.

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

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in accordance with Section 5.1(a).

(d) Upon the occurrence of: (i) a Dissolution Event, the Manager shall file articles of dissolution and (ii) the completion of the winding up of the Company, the Member shall file a statement of termination; in each case, in accordance with the Act.

7.2 Books and Records. The Company shall keep true and correct books of account with respect to the operations of the Company or any subsidiaries. Such books shall be maintained at the principal place of business of the Company or at such other place as the Manager shall determine. Such books shall be closed and balanced as of the last day of each year.

7.3 Access to Information. Each Member shall be entitled to request and receive from the Company only the following information regarding the Company: (a) Schedule K-1 and similar state forms relating to the Member’s tax liability arising out of the Company; (b) information to confirm the Member’s Units; and (c) a copy of this Agreement, as amended. Each Member acknowledges that such Member is not entitled to any other information regarding the Company or any other Member pursuant to the Act. The Manager shall be given full access to all information relating to the Company.

7.4 Partner Representative. Parent, or such other Member as is designated by the Manager, is hereby designated as the “partnership representative” (within the meaning of Section 6223(a) of the Code) (the “**Partnership Representative**”). The provisions on limitations of liability of Members and the Board contained herein and the indemnification provisions set forth in Section 2.8 of this Agreement shall be fully applicable to the Partnership Representative in its capacity as such. The Partnership Representative shall comply with the requirements of Sections 6221 through 6235 of the Code (the “**New Audit Rules**”) and shall have the full authority to act on behalf of the Company and the Members as provided in the New Audit Rules, including, but not limited to, with respect to the elections under Section 6221(b) (the “opt-out election”) and Section

6226 (the “push-out election”) of the Code. The Partnership Representative shall be the exclusive spokesperson of the Company in the course of an audit or any litigation involving the Company as a party arising from the tax treatment of any Company item. Upon the resignation of the Partnership Representative, a new Member eligible to be the Partnership Representative shall be appointed by the Manager. The Company will use reasonable efforts to furnish to the Members Forms K-1 not later than March 31 of each year regarding the immediately preceding year. Except as otherwise provided in this Section 7.4, tax elections made by the Company (including, by way of example, any Section 754 election) must receive the prior approval of the Manager.

7.5 Legends. If any Units are represented by certificates or instruments, such certificates or instruments will contain any legends required by law and such legends reasonably required by the Company to ensure compliance with the terms of this Agreement or any other agreement with the Company.

7.6 Successors and Assigns. Subject to the restrictions on the transferability of the Units set forth herein, this Agreement shall be binding upon and shall inure to the benefit of (a) the Company and (b) the Members and their respective successors, successors-in-title, assigns, heirs and legal representatives. Except as otherwise expressly set forth herein, none of the provisions of this Agreement shall be for the benefit of or enforceable by any other Person (including, without limitation, creditors of the Company, any Member or any Manager).

7.7 Amendments. No waiver, modification or amendment of this Agreement shall be valid or binding unless such waiver, modification or amendment is in writing and approved by the Manager and the Majority Members. Any waiver, modification or amendment of this Agreement effected pursuant to the prior sentence shall be binding on the Company, all of the Members, and all other Persons bound by this Agreement. The Company will deliver copies of all amendments to this Agreement to each Member promptly after the effectiveness thereof.

7.8 No Waiver. The waiver of a breach of any provision of this Agreement shall not operate and be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

7.9 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by email or facsimile transmission (if confirmed), by United States mail, certified or registered with return receipt requested, by a nationally recognized overnight courier service, or otherwise actually delivered. Any such notice, demand or communication shall be deemed given (a) on the date received if delivered in person, emailed, faxed or delivered by overnight courier service or (b) three (3) days after the date mailed if given by registered or certified mail, return receipt requested, or if otherwise given by first class mail, postage prepaid. Any such notice, demand or communication shall be sent (i) if to the Company, to 55 Ivan Allen Jr. Blvd N, 9th Floor, Atlanta, GA 30308, (ii) if to any Member, to the address set forth on Exhibit A (or if there is no address for the Member on such Exhibit, to the Member’s most recent address set forth in the Company’s records) and (iii) if to any Manager, to the most recent address set forth in the Company’s records.

7.10 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Massachusetts.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in “portable document format” (.pdf), all of which together shall for all purposes constitute one Agreement notwithstanding that all Members have not signed the same counterpart.

7.12 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

7.13 Interpretation of Agreement. The headings of Articles, Sections, and Subsections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other documents and agreements contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other document or agreement contemplated herein, this Agreement and such other documents and agreements shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other documents or agreements contemplated herein. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement.

7.14 Power of Attorney. Each Member irrevocably grants to any designee chosen by the Manager a power of attorney to execute and deliver all agreements, documents and instruments and to take all other actions on behalf of such Member required by this Agreement should any Member fail to comply or fail to take any action required to comply with the provisions of this Agreement. The foregoing appointments and powers of attorney, each being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation or other termination of the existence of the Member.

7.15 Specific Enforcement. Without limiting the remedies available to the Company or any Member, each Member expressly agrees that the other Members and the Company could be irreparably damaged if this Agreement is not specifically enforced. Upon a breach or threatened breach of the terms or provisions of this Agreement by any Member, each of the other Members and the Company shall, in addition to all other remedies, be entitled to seek a temporary or permanent injunction, and/or decree for specific performance or other equitable relief, in accordance with the provisions hereof, without the necessity of proof of actual charges or the posting of a bond or other security.

ARTICLE VIII DEFINITIONS

For purposes of this Agreement, the following terms shall have the following respective meanings:

A&R Agreement shall have the meaning specified in the Introduction.

Act shall have the meaning specified in Section 1.1.

Adjustment Date means the date on which any of the events described in Regulations § 1.704-1(b)(2)(iv)(f)(5) occurs.

Affiliate shall have the meaning given to it in Rule 405 promulgated under the Securities Act.

Agreement shall have the meaning specified in the preamble, as amended, modified and supplemented from time to time.

Capital Account shall have the meaning specified in Section 4.3.

Capital Contributions shall mean the capital contributed by the Members to the Company. A loan to the Company shall not be considered a Capital Contribution.

CBPB Holdings shall have the meaning specified in the Introduction.

Claim means any (a) threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other, and/or (b) any inquiry, hearing or investigation, whether conducted by the Company or any other Person, that the Indemnified Person in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

Code shall mean the Internal Revenue Code of 1986, as amended.

Company shall have the meaning specified in the preamble and shall include any successor entity to the Company.

Contributed Debt Interest shall have the meaning specified in the Introduction.

Corporate Conversion shall have the meaning specified in the Introduction.

Debt Contribution shall have the meaning specified in the Introduction.

Dissolution Event shall have the meaning specified in Section 7.1(a).

Equity Contribution shall have the meaning specified in the Introduction.

Gross Asset Value. For purposes of determining and maintaining the Members' Capital Accounts, the term "Gross Asset Value" means, with respect to any asset, the adjusted basis of the asset for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed to the Company by a Member shall be the gross fair market value of such asset, as determined by the Manager and the Member or Members making such contribution.

(ii) If determined by the Manager, the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager on any Adjustment Date (and such adjustment shall be deemed to have occurred immediately before the event giving rise to such Adjustment Date).

(i) If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i) or (ii), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

Indemnifiable Event means any event, occurrence or circumstance that takes place either prior to or after the execution of this Agreement related to (a) the fact that the Indemnified Person is or was a Member, a Manager or Officer of the Company, (b) the fact that the Indemnified Person is or was serving at the request of the Company as a manager, director, officer, partner, employee, trustee, agent or fiduciary of another corporation, partnership, company, joint venture, employee benefit plan, trust or other enterprise, or (c) anything done or not done by the Indemnified Person in any such capacity.

Indemnified Person shall mean any Person who is or was a Member or a Manager.

Initial Consideration shall have the meaning specified in Section 5.1(a)(ii).

LLC Conversion shall have the meaning specified in the Introduction.

Majority Members means the Member(s) holding a majority of the outstanding Units held by all Members.

Manager shall have the meaning specified in Section 2.1.

Member shall mean each Person who is designated as a Member on the Register (as it may be amended from time to time by the Manager), including any Person who is admitted as a Member by the Manager after the date hereof in accordance with this Agreement. Each Member shall constitute a "member" of the Company for purposes of the Act.

Net Profits and Net Losses means for each taxable year of the Company (or other period for which Net Profit or Net Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Net Profit or Net Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation § 1.704-1 (b)(2)(iv)(i)) and not otherwise taken into account in computing Net Profit or Net Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding the fact that the Gross Asset Value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the Gross Asset Value of the asset;

(vi) for the avoidance of doubt, any items which are specially allocated to a Member pursuant to Code Section 704(c) and Section 4.6 of this Agreement shall not be taken into account in computing Net Profit or Net Loss;

(vii) any increase or decrease to Capital Accounts as a result of any adjustment to the Gross Asset Values of Company assets on any Adjustment Date shall constitute an item of Net Profit or Net Loss as appropriate and shall be allocated to the Members immediately before the event that gave rise to such Adjustment Date; and

(viii) the difference between the Gross Asset Value and the fair market value of any non-cash asset distributed in kind to a Member shall be treated as an item of gain or loss, as applicable.

NETA shall have the meaning specified in the Introduction.

NETA Inc. shall have the meaning specified in the Introduction.

Officer shall have the meaning specified in Section 2.2.

Original Member shall have the meaning specified in the Introduction.

Parent shall have the meaning specified in the Introduction.

Percentage Interest shall mean a Member's ownership interest in the Company, as defined in Section 3.3 hereof and as set forth in **Exhibit A** hereof.

Person shall mean any natural person or corporation, limited liability company, partnership, trust or other entity.

Register shall have the meaning specified in Section 3.3(b).

Regulations shall mean the Treasury Regulations promulgated under the Code, as amended from time to time.

Sale means (i) a sale, lease or other disposition of all or substantially all of the assets of the Company, in one transaction or a series of transactions, (ii) a sale or other transfer of outstanding Units, merger, consolidation, share exchange, business combination or recapitalization, in one transaction or a series of transactions, that results in the holders of Units immediately prior to such transaction beneficially owning less than a majority of (A) the outstanding Units immediately after such transaction, or (B) in the case of a merger, consolidation or similar transaction where the Company is not the surviving entity, the outstanding equity interests in the surviving entity, or (iii) any other transaction or series of transactions having a substantially similar effect to those described in clauses (i) or (ii) hereof.

Securities Act shall mean the Securities Act of 1933, as amended.

Target Amounts shall have the meaning specified in Section 4.14.

Tax Items shall mean items of income, gain, deduction, loss or credit for federal income tax purposes.

Transfer shall have the meaning specified in Section 6.1.

Units shall have the meaning specified in Section 3.3(a).

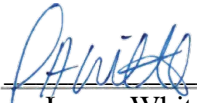
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This Agreement has been executed and is effective as of the date first above written.

COMPANY:

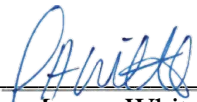
NEW ENGLAND TREATMENT ACCESS, LLC

By: SH PARENT, INC., its Manager

By: 
Name: James Whitcomb
Title: Secretary

MEMBERS:

SH PARENT, INC.

By: 
Name: James Whitcomb
Title: Secretary

CBPB HOLDINGS, INC.

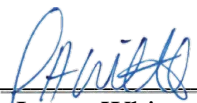
By: 
Name: James Whitcomb
Title: Secretary

Exhibit A

Members

Name and Address	Number of Units	Percentage Interest
SH Parent, Inc. 55 Ivan Allen Jr. Blvd NW 9th Floor Atlanta, GA 30308	6,850	68.5%
CBPB Holdings Inc. 55 Ivan Allen Jr. Blvd NW 9th Floor Atlanta, GA 30308	3,150	31.5%
Total	10,000	100%

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NEW ENGLAND TREATMENT ACCESS, LLC**

This Second Amended and Restated Limited Liability Company Agreement (the “**Agreement**”) of New England Treatment Access, LLC, a Massachusetts limited liability company (the “**Company**”) is entered into as of June 21, 2019 by and among the members listed on **Exhibit A** hereto and any other Person admitted in accordance with this Agreement as a Member of the Company from time to time. Capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in ARTICLE VIII of this Agreement.

Introduction

WHEREAS, New England Treatment Access, Inc., a Massachusetts non-profit corporation (“**NETA**”), was originally formed for the purpose of holding two registered marijuana dispensary final certificates of registration in good standing with the Department of Public Health of the Commonwealth of Massachusetts;

WHEREAS, on February 12, 2018, CBPB Holdings, Inc. (“**CBPB Holdings**”) was incorporated as a Delaware corporation;

WHEREAS, on March 19, 2018, NETA and its sole and initial member, Howard J. Kessler (the “**Original Member**”), entered into an Agreement and Plan of Entity Conversion, pursuant to which NETA was converted from a Massachusetts non-profit corporation into a Massachusetts business corporation (the “**Corporate Conversion**”), which resulting corporation was named New England Treatment Access, Inc. (“**NETA Inc.**”), and the membership interests of NETA held by the Original Member were converted into one (1) share of common stock, par value \$0.00001 per share, of NETA Inc.;

WHEREAS, on March 19, 2018, following the effectiveness of the Corporate Conversion, CBPB Holdings and the Original Member entered into a Contribution Agreement, pursuant to which the Original Member contributed to CBPB Holdings one (1) share of the common stock, par value \$0.00001 per share, of NETA Inc., which represented 100% of the then issued and outstanding stock of NETA Inc. in consideration of the issuance by CBPB Holdings of one (1) share of CBPB Holdings common stock, which represented 100% of the then issued and outstanding stock of CBPB Holdings (the “**Equity Contribution**”);

WHEREAS, on March 19, 2018, following the effectiveness of the Equity Contribution, NETA Inc. and CBPB Holdings, as the sole shareholder of NETA Inc., entered into an Agreement and Plan of Entity Conversion, pursuant to which: (i) NETA Inc. was converted from a Massachusetts corporation into a Massachusetts limited liability company (the “**LLC Conversion**”), which resulting limited liability company was named New England Treatment Access, LLC, and (ii) the one (1) outstanding share of common stock, par value \$0.00001 per share, of NETA Inc. held by CBPB Holdings was converted into one (1) Class A Unit of the Company;

WHEREAS, concurrently with the LLC Conversion, CBPB Holdings executed and delivered the Limited Liability Company Agreement of the Company and the Company continued as a limited liability company under the Act as set forth therein;

WHEREAS, on March 19, 2018, following the effectiveness of the LLC Conversion, CBPB Holdings and the Original Member entered into a Contribution Agreement, pursuant to which the Original Member contributed to CBPB Holdings the Original Member's interest in the promissory notes issued by NETA Inc. (as successor to NETA) to the Original Member (collectively, the "**Contributed Debt Interest**") as a capital contribution to CBPB Holdings (the "**Debt Contribution**");

WHEREAS, on March 19, 2018, following the effectiveness of the Debt Contribution, CBPB Holdings forgave the entire aggregate outstanding principal balance and accrued interest of the Contributed Debt Interest and released the Company from any and all further liability under the Contributed Debt Interest;

WHEREAS, the parties who were then members of the Company entered into an Amended and Restated Limited Liability Company Agreement of the Company, dated March 19, 2018 (the "**A&R Agreement**");

WHEREAS, Aegis MA, LLC, a Delaware limited liability company, Vered Management Services, Inc., a Massachusetts corporation, and FSR Holdings, LLC, a Massachusetts limited liability company transferred all of their ownership interests in the Company to SH Parent, Inc., a Delaware corporation ("**Parent**"), effective as of the date hereof; and

WHEREAS, CBPB Holdings and Parent now desire to amend and restate the A&R Agreement to cancel and convert all Class A Units and Class B Units (each as defined in the A&R Agreement) under the A&R Agreement into a single class of Units (as defined below) and to govern the membership in and management of the Company on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, the parties hereby amend and restate the A&R Agreement in its entirety as follows:

ARTICLE I NAME; BUSINESS; TERM

1.1 Name; Jurisdiction of Organization. The name of the Company is New England Treatment Access, LLC. The Company is a limited liability company organized under the Massachusetts Limited Liability Company Act (as amended and in effect from time to time, and any successor of the Act, the "**Act**").

1.2 Business. The business of the Company shall consist of engaging in any lawful act or activity for which a limited liability company may be organized under the Act.

1.3 Office; Agent for Service of Process. The principal place of business of the Company shall be 5 Forge Parkway, Franklin, Massachusetts 02038, or such other place as the Manager shall determine from time to time. As of the date of this Agreement, the registered office

of the Company in the State of Massachusetts and the name and address of the Company's initial agent for service of process is National Registered Agents, Inc., located at 155 Federal Street, Suite 700, Boston, MA 02110.

1.4 Term. The Company shall continue in existence until terminated and liquidated by the Manager in compliance with the provisions of this Agreement. No Member or Manager shall initiate any action to liquidate or dissolve the Company pursuant to the Act or any other law. The Manager and/or any Person(s) authorized in writing by the Manager may wind up the Company's affairs in accordance with the Act and this Agreement.

1.5 Construction of Agreement. The rights, powers, privileges, obligations, duties and liabilities of the Members, Managers and other Persons bound by this Agreement shall be determined pursuant to this Agreement and the Act. To the extent that the rights, powers, privileges, obligations, duties or liabilities of any Member, Manager or other Person bound by this Agreement are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the maximum extent permitted by the Act, control.

ARTICLE II MANAGEMENT

2.1 Manager. The Company and its business and affairs shall be managed by a Manager (as used herein, "**Manager**" has the meaning given to it in the Act) subject to and in accordance with the provisions of this Agreement. The Manager shall be elected by the Majority Members. Parent shall be the sole initial Manager of the Company. All actions by the Company that would require approval of the board of directors of a corporation formed under Massachusetts law or for which it would be customary, using good practice, to obtain such approval, shall require Manager approval. Any action required or permitted to be taken at any meeting may be taken by the Manager(s) without a meeting, if all Managers then in office and entitled to vote on the matter consent to the action in writing. Each written consent shall be filed with the minutes of proceedings of the Manager(s).

2.2 Compensation. The Company may pay the Manager a salary for the Manager's services to the Company. No payment of salary shall be deemed to be a distribution for purposes of any law concerning unlawful distributions or creditors' remedies.

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

approval rights of any kind or (iii) right to exercise any of the rights, powers or privileges of the Act, and (b) the approval of the Members shall not be required for the Company to engage in any transaction or to perform any act, statutory or otherwise. The Manager shall make all decisions with respect to the Company's business and affairs without the consent of the Members, except as otherwise specifically required by the Act.

2.5 Removal of the Manager. The Manager shall serve for the term for which it is elected and until the first to occur of the resignation or removal of such Manager, or until a successor to such Manager shall have been elected and qualified.

2.6 Resignation. The Manager may resign by giving written notice to the Company. The resignation of the Manager shall take effect upon the Company's receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of the Manager who is also a Member shall not affect the Manager's rights as a Member.

2.7 Manager Powers. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, and except only as limited, restricted or prohibited by the express provisions of this Agreement, the Manager, shall have full, exclusive and complete discretion in the management and control of the business and affairs of the Company and shall make all decisions affecting Company business and affairs, including without limitation, the power to:

- (a) execute any and all other instruments and documents that may be necessary or in the opinion of the Manager desirable to carry out the intent and purpose of this Agreement or the Company, including, but not limited to, (i) documents whose operation and effect extend beyond the term of the Company and (ii) consents or agreements of any subsidiaries of the Company or their affiliates;

- (b) make any and all expenditures that the Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of their obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization and financing and operation of the Company;

- (c) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

- (d) invest and reinvest Company reserves in such manner as the Manager shall determine in its sole discretion;

- (e) sell, exchange or otherwise transfer or dispose of all or substantially all of the Company's property;

- (f) approve or effect the merger of the Company with or into another entity;

- (g) dissolve, liquidate or wind-up the Company;

- (h) amend this Agreement;
- (i) admit new Members to the Company;
- (j) require additional capital contributions from Members; or
- (k) file a voluntary petition in bankruptcy on behalf of the Company or any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for the Company under the present or any future federal bankruptcy act or any present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, or other relief for debtors.

2.8 Indemnification.

(a) In the event an Indemnified Person was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify the Indemnified Person to the fullest extent permitted by law as soon as practicable but in any event no later than ten (10) days after written demand is presented to the Company, against any and all expenses, losses, damages, judgments, fines, penalties, liabilities and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in respect of such Claim; *provided*, that (i) such Indemnified Person acted within the authority granted by this Agreement in good faith in a manner that such Indemnified Person believed was in or not opposed to the best interests of the Company, and (ii) such Indemnified Person's conduct did not constitute gross negligence, willful misconduct or a knowing violation of law.

(b) This right to indemnification shall include the payment of all reasonable expenses incurred by such Indemnified Person, including reasonable legal and other professional fees and expenses, which amounts shall be paid by the Company when incurred, subject to an undertaking from the Indemnified Person to return such amounts if it is finally determined by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder. The Indemnified Person will cooperate with the Company in the defense of any Claim.

(c) If a third party seeks to hold an Affiliate of an Indemnified Person responsible for any action or inaction by such Indemnified Person for any Indemnifiable Event, then such Affiliate shall be entitled to indemnification under this Section 2.8 to the same extent as the Indemnified Person is entitled to indemnification hereunder, and such Affiliates shall be express third-party beneficiaries of this Section 2.8.

(d) This right to indemnification shall (i) not be exclusive of or affect any other rights which any Indemnified Person may have, (ii) inure to the benefit of the heirs, executors and administrators of an Indemnified Person, and (iii) continue in effect regardless of whether an Indemnified Person continues to serve as a Manager. No amendment or repeal of this Section 2.8 shall have any effect on a Person's rights under this Section 2.8 with respect to any act or omission occurring prior to such amendment or repeal.

2.9 Exculpation. No Indemnified Person shall be liable, in damages or otherwise, to the Company or any Member, Manager or other Person bound by this Agreement for any loss that arises out of any act performed or omitted to be performed by such Indemnified Person as a Manager within the authority granted by this Agreement, other than for any loss that results from the Indemnified Person's knowing violation of law, fraud, gross negligence or willful misconduct. No amendment or repeal of this Section 2.9 shall have any effect on an Indemnified Person's rights under this Section 2.9 with respect to any act or omission occurring prior to such amendment or repeal.

2.10 Reliance. A Manager 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 such Manager reasonably believes are within such other Person's professional or expert competence, including without limitation information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or income or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

ARTICLE III MEMBERS; LIMITED LIABILITY; CAPITAL

3.1 Members. The name and address of each Member is set forth on **Exhibit A** hereto (as the same may be amended from time to time). Such exhibit may be changed by the Manager to reflect a change in the address of any Member upon notice from such Member of a change of address.

3.2 Limited Liability. Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, expense, obligation or liability of the Company. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company. No Member shall have any liability to restore any negative balance in such Member's Capital Account. No Member is required to lend any funds to the Company.

3.3 Capital.

(a) The Company shall have one class of common units ("Units") and each one Class A Unit and each one Class B Unit (each as defined in the A&R Operating Agreement) outstanding immediately prior to the effective date hereof is hereby cancelled and converted into one Unit. As of the date of this Agreement, the Company is authorized to issue 10,000 Units.

(b) The number of Units and Percentage Interests held by the Members on the date of this Agreement are set forth on **Exhibit A**. The Members acknowledge and agree that, except for the Units set forth on **Exhibit A**, they do not hold or have rights to any equity interests in the Company. Following the date of this Agreement, the number of Units and Percentage Interests held by the Members may be

set forth in a separate Unit Ownership Register (the “**Register**”) maintained by the Manager. The Register shall be amended from time to time by the Manager to reflect transfers of Units and the issuance of new Units in accordance with this Agreement.

3.4 Voting of Members. Except as otherwise specifically required by this Agreement or the Act, the Members are not entitled to vote on matters affecting Company business and affairs and all Units are non-voting. To the extent any such vote of the Members is specifically required by this Agreement or the Act, the holders of the Units are entitled to one vote for each Unit held at all meetings of Members and written actions in lieu of meetings. Members may vote in person or by proxy or consent to such action pursuant to written consent.

3.5 Meetings. No regular meetings of the Members need be held. Meetings of Members may be called by any Manager and shall be called by any Manager of the Company upon the written request of a Member or Members holding at least 25% of the then outstanding Units held by Members.

3.6 Place of Meetings. Meetings of Members may be held within or outside the State of Massachusetts.

3.7 Notice of Meetings. Written notice of meetings of Members stating the place, day, and hour of the meeting shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally, by mail or by email, by or at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be given five (5) calendar days after being deposited in the United States mail, addressed to each Member at the address of each Member as it appears on the books of the Company, with postage thereon prepaid. Notice of a meeting may be waived by an instrument in writing executed before or after the meeting. The waiver need not specify the purpose of the meeting or the business transacted. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof. Notice of any meeting of Members shall state the purpose or purposes for which the meeting is called.

3.8 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Massachusetts, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

3.9 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 3.9, such determination shall apply to any adjournment thereof.

3.10 Quorum. At all meetings of Members, a majority of the outstanding Units held by the Members represented at the meeting in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum at any such meeting, a majority of the Units so

represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Units whose absence would cause less than a quorum to be present.

3.11 Manner of Acting. If a quorum is present, the affirmative vote of a majority of the outstanding Units held by Members, represented at the meeting in person or by proxy shall be the act of the Members, unless the vote of a greater number is required by the Act, by the Certificate of Organization, or by this Agreement or the vote of a lesser number is specifically permitted by this Agreement.

3.12 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members holding a majority of the outstanding Units entitled to vote on such action, or such greater or lesser number as may be specifically required by this Agreement to approve such action, and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 3.12 is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

3.13 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

3.14 Meeting by Telephone. The Members may also meet by conference telephone call if all Members can hear one another on such call and the requisite notice is given or waived. Further, Members or holders of proxies may vote all Units they are allowed by way of conference telephone so long as verification can be made of the identity of the Member or the validity of the proxies.

3.15 Resignation or Termination of Membership; Return of Capital. No Member shall resign or terminate such Member's membership in the Company for any reason (including bankruptcy or any other event contemplated by the Act) except as expressly permitted by this Agreement, or have any right to distributions respecting such Member's Units (upon withdrawal or resignation from the Company or otherwise) except as expressly set forth in this Agreement. No Member shall have the right to demand or receive property other than cash in return for such Member's Capital Contribution. No interest shall accrue on any Capital Contribution.

ARTICLE IV CAPITAL ACCOUNTS AND ALLOCATIONS

4.1 Initial Capital Contributions. The initial amount of the capital contribution of each Member is as it appears on the books of the Company.

4.2 Additional Capital Contributions. The Members may, but shall have no duty to, make contributions to the Company. The Members may, but shall not be obligated to, make loans to the Company. The Members may, but shall not be obligated to, guarantee the Company's obligations.

4.3 Capital Accounts. A separate account (a "**Capital Account**") shall be established and maintained for each Member and shall be:

(a) increased by (i) any cash contributions made by such Member, (ii) the Gross Asset Value of any asset contributed by such Member to the Company (as determined immediately prior to such contribution), (iii) the Member's distributive share of Company Net Profits, and (iv) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member, and

(b) reduced by (i) such Member's distributive share of Company Net Losses, (ii) cash distributed by the Company to such Member, (iii) the Gross Asset Value of any Company property distributed to such Member (as determined immediately prior to such distribution), and (iv) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company. It is the intention of the Members that the Capital Accounts of the Company be maintained in accordance with the Regulations promulgated under Code Section 704(b) and that this Agreement be interpreted consistently therewith.

4.4 Revaluations of Capital Accounts. If so determined by the Manager, immediately prior to any Adjustment Date, the Capital Accounts of all Members shall also be increased or decreased to reflect the aggregate net increase or decrease in Gross Asset Values of the Company as if the upward or downward change in the Gross Asset Values arising from such adjustment had been Net Profits or Net Losses, respectively, and allocated among the Members pursuant to Section 4.5.

4.5 General. Unless otherwise provided herein: (a) the provisions of Section 4.5 shall be applied after the provisions of the remaining Sections of this ARTICLE IV have been given effect, (b) allocations shall be made equally to each Unit, and (c) allocations made to the predecessor in interest of a Member shall be treated as having been made to that Member.

4.6 Net Profits and Net Losses. The Net Profits and Net Losses as determined for purposes of computing the Capital Accounts of the Members shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Regulations § 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (a) that such allocations satisfy the economic effect equivalence test of Regulations § 1.704-1(b)(2)(ii)(i) and (b) that all allocations

of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in proportion to their limited liability company interests in the Company as required by Code Section 704(b) and the Regulations promulgated thereunder. To the extent possible, items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year (increased by such Member's "share of partnership minimum gain" as defined in Regulations § 1.704-2) would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the Company) in respect of such Member's limited liability company interests in the Company if the Company sold all of its property for an amount of cash equal to the book value (as determined pursuant to Regulations § 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of Company liabilities treated as "nonrecourse debt" pursuant to Regulations § 1.704-2(b)(3)) and all of the cash of the Company remaining after payment of all liabilities (other than such nonrecourse debt) of the Company were distributed in liquidation in accordance with Section 5.21(a) immediately following the end of such taxable year.

4.7 Allocations with respect to Contributed Property. The Tax Items with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and the agreed fair market value of such property, in accordance with Code Section 704(c) and the Regulations thereunder. All allocations required or permitted by Code Section 704(c) will be made using the "traditional method".

4.8 Qualified Income Offset. Any Member who unexpectedly receives an adjustment, allocation or distribution described in Regulations § 1.704-1(b)(2)(ii)(d) (4), (5) or (6), and as a result such Member has, or has increased, a deficit balance in such Member's Capital Account (in excess of any amounts that such Member is deemed obligated to restore under Regulations § 1.704-2) will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

4.9 Minimum Gain Chargeback. Notwithstanding any provision of this Agreement to the contrary, if there is a net decrease during a taxable year in Company "minimum gain," as that term is defined in Regulations § 1.704-2(d), then items of income and gain for such taxable year (and, if necessary, subsequent years) shall be allocated in such a manner as to comply with the "minimum gain chargeback" requirement of Regulations § 1.704-2(f).

4.10 Proration in the Event of a Transfer. If any Units of a Member are transferred during a taxable year of the Company, then each Tax Item attributable to the transferred Units shall be prorated between the transferor and transferee for federal income tax purposes as required or permitted by the Code or Regulations, using any convention or method permitted by the Code or Regulations in making such proration as the Manager shall select; *provided, however*, extraordinary gain or loss (if any) shall be allocated to the holder of the Unit on the date of the disposition giving rise to the extraordinary gain or loss.

4.11 Allocations upon Admissions or Redemptions. If the number of Units held by a Member changes during a taxable year for any reason other than the transfer of all or a portion of

such Units to any other Person, then such Member's share of each Tax Item shall be determined for federal income tax purposes by taking into account each such Member's change in number of Units and using any convention or method permitted by the Code or the Regulations selected by the Manager.

4.12 Allocations of Nonrecourse Deductions. "Nonrecourse deductions," as that term is defined in Regulations § 1.704-2(c), and "partner nonrecourse deductions," as that term is defined in Regulations § 1.704-2(i)(2), shall be allocated as determined by the Manager in accordance with Regulations § 1.704-2.

4.13 Limitation on Loss Allocations. If and to the extent that any allocation of Net Loss to any Member would cause such Member's Capital Account to have a deficit balance, or would further increase an existing deficit balance (in each case, only to the extent that such deficit balance exceeds the amount that such Member is deemed obligated to restore under Regulations § 1.704-2), in excess of the maximum deficit balance allowed under the Section 704(b) Regulations, then such Net Loss shall be allocated first to the other Members, until all such Members' Capital Accounts are reduced to zero, and then to all Members equally with respect to each Unit held. If any special allocations of Net Loss are made pursuant to the preceding sentence, items of gross income and gain in subsequent periods shall be specially allocated to offset such allocations of Net Loss as promptly as possible.

4.14 Special Allocations in Year of Liquidation. It is the intention of the parties that the Capital Accounts of the Members immediately before the liquidation of the Company shall be as nearly equal as possible to the amounts that they would receive in liquidation under Section 5.2 (the "**Target Amounts**"). Therefore, in the year the Company is actually liquidated, should there be any difference between the Capital Accounts of the Members and the amounts to which the Members would otherwise be entitled under Section 5.2, then Net Profits or Net Losses, as the case may be, in that year (and the prior year, if necessary and permitted by the Code and Regulations) shall be specially allocated among the Members so that, as much as possible, their Capital Accounts shall equal the amounts to which they are entitled to receive under Section 5.2. If the Net Profits or Net Losses, as the case may be, of the Company are insufficient to allow the Capital Accounts of the Members to be adjusted to their Target Amounts, then items of gross income, gain, deduction and loss shall be specially allocated to the Members to the extent necessary to cause their Capital Accounts to be equal to their Target Amounts.

4.15 Allocation of Tax Items. Except as otherwise provided in this ARTICLE IV, all items of income, gain, loss and deduction will be allocated among the Members for federal income tax purposes in the same manner as the corresponding allocations for Capital Account purposes.

ARTICLE V DISTRIBUTIONS

5.1 Timing of Distributions. The Members shall be entitled to receive distributions from the Company only at the following times:

(a) Distributions on Liquidation of Company.

(i) Upon the liquidation of the Company, the Company shall first promptly pay or make provision for the payment of all of the liabilities of the Company, including the establishment of such reserves as the Manager shall reasonably determine to be required by law in order to provide for contingent liabilities, and shall then distribute all remaining assets to the Members in accordance with Section 5.2.

(ii) The consideration received by the Members or the Company in connection with a Sale shall be distributed and/or allocated among the Members in accordance with the provisions of Section 5.2. If any portion of the Sale consideration payable to the Members is placed into escrow and/or is payable to the Members subject to any hold back or contingencies, the applicable definitive agreement shall provide that (A) the portion of such consideration that is not placed in escrow, held back and/or subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the Members in accordance with Section 5.2 as if the Initial Consideration were the only consideration payable in connection with the Sale transaction and (B) any additional consideration that becomes payable to the Members upon release from escrow or hold back or satisfaction of contingencies shall be allocated among the Members in accordance with Section 5.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(b) Distributions prior to Liquidation of Company. All distributions of cash or property prior to the liquidation of the Company shall be made in accordance with Section 5.2 at such times and in such aggregate amounts as the Manager shall determine. Distributions that are made to a Member pursuant to this Section 5.1(b) shall be treated as an advance of, and shall be offset against, future distributions to be made under Sections 5.1(a) and 5.2 to such Member.

5.2 Priority of Distributions. Except as otherwise set forth in Section 5.1, distributions shall be made to the Members in the following order and priority:

(a) First, to the holders of the Units in accordance with their Capital Account balances; and

(b) Second, ratably in accordance with their Percentage Interests.

5.3 Withholding Against Distributions. The Company shall have the right to withhold from any distribution to a Member the amount of any federal, state, local or foreign tax required by any taxing jurisdiction imposing an obligation that amounts be withheld from or with respect to Company distributions or allocations, and any amounts so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement. With the consent of the Manager, the Company shall also have the right to withhold from any distribution to a Member the amount of any unpaid obligation of such Member to the Company or any of subsidiaries, and any amounts so

withheld shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement and then used to repay the unpaid obligation.

5.4 No Violation of Act. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be permitted to make a distribution to any Member if such distribution would violate the Act or any other applicable law. Each Member (including any former Member) who receives a distribution in violation of the Act or any other applicable law shall be liable to the Company for the amount of such distribution to the extent required by the Act or such law.

5.5 Non-Cash Distributions. The value of any non-cash assets to be distributed to the Members in accordance with this Agreement shall be determined in good faith by the Manager. Any such distribution of non-cash assets shall be *pro rata*, as nearly as practicable, in accordance with the other provisions of this Agreement.

5.6 Predecessors in Interest. Any reference in this Agreement to a Capital Contribution of or distribution to a Member shall include the Capital Contributions of and the distributions previously made to such Member's predecessor in interest to the extent related to the Units acquired by such Member from such predecessor in interest.

ARTICLE VI TRANSFERS

6.1 General. No Member shall sell, pledge, give, assign, distribute, hypothecate, mortgage or transfer (all referred to herein as a “**transfer**”) any Units owned by such Member, directly or indirectly, to any Person, except in compliance with the other provisions of this ARTICLE VI applicable to such Member. Any purported transfer made in violation of this Agreement shall be null and void and of no effect whatsoever.

6.2 Transfer Restriction. No Member shall transfer, directly or indirectly, any Units owned by such Member without the consent of the Manager.

6.3 Securities Law Compliance. No Member shall transfer such Member's Units or any part thereof in violation of the Securities Act or applicable state securities laws. The Manager may, as a condition precedent to any transfer by a Member, require such Member to deliver to the Company an opinion of counsel reasonably satisfactory to the Manager that such transfer is being made in compliance with the Securities Act and applicable state securities laws.

6.4 Requirement to Sign Agreement. Notwithstanding anything to the contrary contained in this Agreement, no Person shall acquire any Units, whether by purchase or transfer from a Member, issuance by the Company or otherwise, unless such Person first becomes a signatory to this Agreement as a Member, agreeing to be bound by all the terms of this Agreement. Any Person who acquires any Units in compliance with this Agreement shall be, automatically and without further action of the Company or the other Members, admitted as a Member.

ARTICLE VII MISCELLANEOUS

7.1 **Dissolution; Liquidation.**

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following (a “**Dissolution Event**”): (i) written consent of the Members, (ii) pursuant to a voluntary or involuntary bankruptcy petition, (iii) the sale or other disposition of all or substantially all of the assets of the Company, or (iv) the entry of a decree of judicial dissolution of the Company.

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

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in accordance with Section 5.1(a).

(d) Upon the occurrence of: (i) a Dissolution Event, the Manager shall file articles of dissolution and (ii) the completion of the winding up of the Company, the Member shall file a statement of termination; in each case, in accordance with the Act.

7.2 Books and Records. The Company shall keep true and correct books of account with respect to the operations of the Company or any subsidiaries. Such books shall be maintained at the principal place of business of the Company or at such other place as the Manager shall determine. Such books shall be closed and balanced as of the last day of each year.

7.3 Access to Information. Each Member shall be entitled to request and receive from the Company only the following information regarding the Company: (a) Schedule K-1 and similar state forms relating to the Member’s tax liability arising out of the Company; (b) information to confirm the Member’s Units; and (c) a copy of this Agreement, as amended. Each Member acknowledges that such Member is not entitled to any other information regarding the Company or any other Member pursuant to the Act. The Manager shall be given full access to all information relating to the Company.

7.4 Partner Representative. Parent, or such other Member as is designated by the Manager, is hereby designated as the “partnership representative” (within the meaning of Section 6223(a) of the Code) (the “**Partnership Representative**”). The provisions on limitations of liability of Members and the Board contained herein and the indemnification provisions set forth in Section 2.8 of this Agreement shall be fully applicable to the Partnership Representative in its capacity as such. The Partnership Representative shall comply with the requirements of Sections 6221 through 6235 of the Code (the “**New Audit Rules**”) and shall have the full authority to act on behalf of the Company and the Members as provided in the New Audit Rules, including, but not limited to, with respect to the elections under Section 6221(b) (the “opt-out election”) and Section

6226 (the “push-out election”) of the Code. The Partnership Representative shall be the exclusive spokesperson of the Company in the course of an audit or any litigation involving the Company as a party arising from the tax treatment of any Company item. Upon the resignation of the Partnership Representative, a new Member eligible to be the Partnership Representative shall be appointed by the Manager. The Company will use reasonable efforts to furnish to the Members Forms K-1 not later than March 31 of each year regarding the immediately preceding year. Except as otherwise provided in this Section 7.4, tax elections made by the Company (including, by way of example, any Section 754 election) must receive the prior approval of the Manager.

7.5 Legends. If any Units are represented by certificates or instruments, such certificates or instruments will contain any legends required by law and such legends reasonably required by the Company to ensure compliance with the terms of this Agreement or any other agreement with the Company.

7.6 Successors and Assigns. Subject to the restrictions on the transferability of the Units set forth herein, this Agreement shall be binding upon and shall inure to the benefit of (a) the Company and (b) the Members and their respective successors, successors-in-title, assigns, heirs and legal representatives. Except as otherwise expressly set forth herein, none of the provisions of this Agreement shall be for the benefit of or enforceable by any other Person (including, without limitation, creditors of the Company, any Member or any Manager).

7.7 Amendments. No waiver, modification or amendment of this Agreement shall be valid or binding unless such waiver, modification or amendment is in writing and approved by the Manager and the Majority Members. Any waiver, modification or amendment of this Agreement effected pursuant to the prior sentence shall be binding on the Company, all of the Members, and all other Persons bound by this Agreement. The Company will deliver copies of all amendments to this Agreement to each Member promptly after the effectiveness thereof.

7.8 No Waiver. The waiver of a breach of any provision of this Agreement shall not operate and be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

7.9 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by email or facsimile transmission (if confirmed), by United States mail, certified or registered with return receipt requested, by a nationally recognized overnight courier service, or otherwise actually delivered. Any such notice, demand or communication shall be deemed given (a) on the date received if delivered in person, emailed, faxed or delivered by overnight courier service or (b) three (3) days after the date mailed if given by registered or certified mail, return receipt requested, or if otherwise given by first class mail, postage prepaid. Any such notice, demand or communication shall be sent (i) if to the Company, to 55 Ivan Allen Jr. Blvd N, 9th Floor, Atlanta, GA 30308, (ii) if to any Member, to the address set forth on Exhibit A (or if there is no address for the Member on such Exhibit, to the Member’s most recent address set forth in the Company’s records) and (iii) if to any Manager, to the most recent address set forth in the Company’s records.

7.10 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Massachusetts.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in “portable document format” (.pdf), all of which together shall for all purposes constitute one Agreement notwithstanding that all Members have not signed the same counterpart.

7.12 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

7.13 Interpretation of Agreement. The headings of Articles, Sections, and Subsections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other documents and agreements contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other document or agreement contemplated herein, this Agreement and such other documents and agreements shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other documents or agreements contemplated herein. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement.

7.14 Power of Attorney. Each Member irrevocably grants to any designee chosen by the Manager a power of attorney to execute and deliver all agreements, documents and instruments and to take all other actions on behalf of such Member required by this Agreement should any Member fail to comply or fail to take any action required to comply with the provisions of this Agreement. The foregoing appointments and powers of attorney, each being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation or other termination of the existence of the Member.

7.15 Specific Enforcement. Without limiting the remedies available to the Company or any Member, each Member expressly agrees that the other Members and the Company could be irreparably damaged if this Agreement is not specifically enforced. Upon a breach or threatened breach of the terms or provisions of this Agreement by any Member, each of the other Members and the Company shall, in addition to all other remedies, be entitled to seek a temporary or permanent injunction, and/or decree for specific performance or other equitable relief, in accordance with the provisions hereof, without the necessity of proof of actual charges or the posting of a bond or other security.

ARTICLE VIII DEFINITIONS

For purposes of this Agreement, the following terms shall have the following respective meanings:

A&R Agreement shall have the meaning specified in the Introduction.

Act shall have the meaning specified in Section 1.1.

Adjustment Date means the date on which any of the events described in Regulations § 1.704-1(b)(2)(iv)(f)(5) occurs.

Affiliate shall have the meaning given to it in Rule 405 promulgated under the Securities Act.

Agreement shall have the meaning specified in the preamble, as amended, modified and supplemented from time to time.

Capital Account shall have the meaning specified in Section 4.3.

Capital Contributions shall mean the capital contributed by the Members to the Company. A loan to the Company shall not be considered a Capital Contribution.

CBPB Holdings shall have the meaning specified in the Introduction.

Claim means any (a) threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other, and/or (b) any inquiry, hearing or investigation, whether conducted by the Company or any other Person, that the Indemnified Person in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

Code shall mean the Internal Revenue Code of 1986, as amended.

Company shall have the meaning specified in the preamble and shall include any successor entity to the Company.

Contributed Debt Interest shall have the meaning specified in the Introduction.

Corporate Conversion shall have the meaning specified in the Introduction.

Debt Contribution shall have the meaning specified in the Introduction.

Dissolution Event shall have the meaning specified in Section 7.1(a).

Equity Contribution shall have the meaning specified in the Introduction.

Gross Asset Value. For purposes of determining and maintaining the Members' Capital Accounts, the term "Gross Asset Value" means, with respect to any asset, the adjusted basis of the asset for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed to the Company by a Member shall be the gross fair market value of such asset, as determined by the Manager and the Member or Members making such contribution.

(ii) If determined by the Manager, the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager on any Adjustment Date (and such adjustment shall be deemed to have occurred immediately before the event giving rise to such Adjustment Date).

(i) If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i) or (ii), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

Indemnifiable Event means any event, occurrence or circumstance that takes place either prior to or after the execution of this Agreement related to (a) the fact that the Indemnified Person is or was a Member, a Manager or Officer of the Company, (b) the fact that the Indemnified Person is or was serving at the request of the Company as a manager, director, officer, partner, employee, trustee, agent or fiduciary of another corporation, partnership, company, joint venture, employee benefit plan, trust or other enterprise, or (c) anything done or not done by the Indemnified Person in any such capacity.

Indemnified Person shall mean any Person who is or was a Member or a Manager.

Initial Consideration shall have the meaning specified in Section 5.1(a)(ii).

LLC Conversion shall have the meaning specified in the Introduction.

Majority Members means the Member(s) holding a majority of the outstanding Units held by all Members.

Manager shall have the meaning specified in Section 2.1.

Member shall mean each Person who is designated as a Member on the Register (as it may be amended from time to time by the Manager), including any Person who is admitted as a Member by the Manager after the date hereof in accordance with this Agreement. Each Member shall constitute a "member" of the Company for purposes of the Act.

Net Profits and Net Losses means for each taxable year of the Company (or other period for which Net Profit or Net Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Net Profit or Net Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation § 1.704-1 (b)(2)(iv)(i)) and not otherwise taken into account in computing Net Profit or Net Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding the fact that the Gross Asset Value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the Gross Asset Value of the asset;

(vi) for the avoidance of doubt, any items which are specially allocated to a Member pursuant to Code Section 704(c) and Section 4.6 of this Agreement shall not be taken into account in computing Net Profit or Net Loss;

(vii) any increase or decrease to Capital Accounts as a result of any adjustment to the Gross Asset Values of Company assets on any Adjustment Date shall constitute an item of Net Profit or Net Loss as appropriate and shall be allocated to the Members immediately before the event that gave rise to such Adjustment Date; and

(viii) the difference between the Gross Asset Value and the fair market value of any non-cash asset distributed in kind to a Member shall be treated as an item of gain or loss, as applicable.

NETA shall have the meaning specified in the Introduction.

NETA Inc. shall have the meaning specified in the Introduction.

Officer shall have the meaning specified in Section 2.2.

Original Member shall have the meaning specified in the Introduction.

Parent shall have the meaning specified in the Introduction.

Percentage Interest shall mean a Member's ownership interest in the Company, as defined in Section 3.3 hereof and as set forth in **Exhibit A** hereof.

Person shall mean any natural person or corporation, limited liability company, partnership, trust or other entity.

Register shall have the meaning specified in Section 3.3(b).

Regulations shall mean the Treasury Regulations promulgated under the Code, as amended from time to time.

Sale means (i) a sale, lease or other disposition of all or substantially all of the assets of the Company, in one transaction or a series of transactions, (ii) a sale or other transfer of outstanding Units, merger, consolidation, share exchange, business combination or recapitalization, in one transaction or a series of transactions, that results in the holders of Units immediately prior to such transaction beneficially owning less than a majority of (A) the outstanding Units immediately after such transaction, or (B) in the case of a merger, consolidation or similar transaction where the Company is not the surviving entity, the outstanding equity interests in the surviving entity, or (iii) any other transaction or series of transactions having a substantially similar effect to those described in clauses (i) or (ii) hereof.

Securities Act shall mean the Securities Act of 1933, as amended.

Target Amounts shall have the meaning specified in Section 4.14.

Tax Items shall mean items of income, gain, deduction, loss or credit for federal income tax purposes.

Transfer shall have the meaning specified in Section 6.1.

Units shall have the meaning specified in Section 3.3(a).

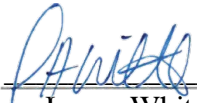
[The remainder of this page is intentionally left blank.]

This Agreement has been executed and is effective as of the date first above written.

COMPANY:

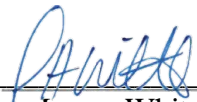
NEW ENGLAND TREATMENT ACCESS, LLC

By: SH PARENT, INC., its Manager

By: 
Name: James Whitcomb
Title: Secretary

MEMBERS:

SH PARENT, INC.

By: 
Name: James Whitcomb
Title: Secretary

CBPB HOLDINGS, INC.

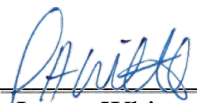
By: 
Name: James Whitcomb
Title: Secretary

Exhibit A

Members

Name and Address	Number of Units	Percentage Interest
SH Parent, Inc. 55 Ivan Allen Jr. Blvd NW 9th Floor Atlanta, GA 30308	6,850	68.5%
CBPB Holdings Inc. 55 Ivan Allen Jr. Blvd NW 9th Floor Atlanta, GA 30308	3,150	31.5%
Total	10,000	100%



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KEVIN O'BRIEN
NEW ENGLAND TREATMENT ACCESS, LLC
5 FORGE PKWY
FRANKLIN MA 02038-3135

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW ENGLAND TREATMENT ACCESS, 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



William Francis Galvin
Secretary of the
Commonwealth

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

November 26, 2019

TO WHOM IT MAY CONCERN:

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

NEW ENGLAND TREATMENT ACCESS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 19, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **JAMES WHITCOMB, WILLIAM WRIGLEY, CHARLES MAY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JAMES WHITCOMB, WILLIAM WRIGLEY, CHARLES MAY**

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in black ink that reads "William Francis Galvin".

Secretary of the Commonwealth





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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



176936394

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

New England Treatment Access, LLC.
5 FORGE PARKWAY
FRANKLIN, MA 02038

EAN: 22106695
March 17, 2020

Certificate Id:36247

The Department of Unemployment Assistance certifies that as of 3/17/2020 ,New England Treatment Access, LLC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



NEW ENGLAND TREATMENT ACCESS, LLC.

Business Plan

Executive Summary

- NETA currently operates two co-located retail dispensaries and has been serving patients in Northampton since September 2015 and Brookline since February 2016. NETA cultivates and processes medical marijuana and marijuana infused products (MIPs) at its state-of-the-art facility in Franklin.
- Financially, NETA has been able to meet all of its obligations and maintains a balanced budget.
- NETA will continue to produce, improve, and broaden the wide slate of products that it currently offers.
- Retail demand will dictate the timing of NETA's entrance into the supply side of the wholesale marketplace.

Operationally, this entails:

- Expanding operational and compliance protocols under 935 CMR 500 & 935 CMR 501;
- Expanding recruitment in disproportionately impacted communities;
- Hiring additional staff;
- Developing new work schedules; and
- Defining and managing state and local application and public/political processes

Infrastructurally, this entails:

- Increasing flower and marijuana infused products production capacity;
- Construction of a retail space to conform with the dual use requirements under 935 CMR 500 and 935 CMR 501;
- Identifying automated aids to increase production output.

Investment Details

➤ NETA currently plans to self-fund these investments.

Cultivation and Processing – Franklin: Approximately \$12.0 MM in various projects have been identified and earmarked to increase our flower and MIPS production. The majority of the investment is focused on flower production, including increasing the amount of flowering space by approximately 30% and reinvesting in new, energy efficient technology and equipment to maximize the output of our current infrastructure.

Retail – Franklin: NETA plans to invest approximately \$1.5 MM in infrastructure modifications to design and construct a new retail location. These modifications have not yet begun, but the design is currently being planned and all work is expected to be completed by Spring 2020.

Staffing: NETA plans to increase its staffing in Franklin while continuing to invest in technology and equipment to maximize output. Our current plan is to hire approximately 70 full-time equivalents (FTEs)





NEW ENGLAND TREATMENT ACCESS, LLC.

for staffing the new retail dispensary. Additionally, we have various initiatives underway that aim to improve our efficiency in serving patients and customers while maintaining a similar approach to patient and customer service.

Revenue

Assuming an April 2020 launch of adult use sales, our current projections estimate 2020 revenues around \$28.0 MM. We assume that in 2020 approximately 65% of revenues will be derived from adult use sales. Our assumption is that for 2020 NETA will continue to be able to sell a majority of the products that it manufactures at retail. We base this assumption on historical precedent as realized by NETA principals' participation in other jurisdictions that first allowed medical, and then adult use marijuana sales; and the fact that although competition will increase in Massachusetts, overall market demand, which when significantly converted from illicit sources to the regulated market represents an increase of 1000%+ over the current medical market, will take some time to be fully served by an expanded slate of licensees.

Expenses

Assuming an April 2020 launch of adult use sales, our current projections estimate 2020 expenses related to the operations of an additional dispensary location around \$5.0 MM, excluding capital expenditures. We project the following operating expense mix as follows: Personnel (65%) and Operating Expenses (35%).

In addition to generous Host Agreements and its patient subsidy programs, NETA intends to continue its numerous charitable efforts through NETA Cares and donations to local community initiatives.



GREENPOINT INSURANCE ADVISORS, LLC

19751 Mainstreet #331 Parker, Colorado 80138 Ph: (303) 841-8999 Fx: (303) 380-1250

October 25, 2019

Chris Desimone
Director of Finance
New England Treatment Access, LLC
5 Forge Parkway
Franklin, MA 02038

Re: Commercial Liability Insurance Statutory Requirements

Dear Mr. Desimone

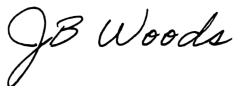
Greenpoint Insurance Advisors, LLC ("Greenpoint") is pleased to continue our business relationship by assisting New England Treatment Access, LLC ("NETA") with meeting its insurance requirements pursuant to Massachusetts 935 CMR 500.000: ADULT USE OF MARIJUANA.

NETA has maintained an active James River Insurance Company insurance policy with limits of \$5,000,000 per occurrence, \$5,000,0000 per aggregate, and \$5,000,000 per products and completed operations. The deductible for the policy is \$5,000.

If retail licenses are approved by the Massachusetts Cannabis Control Commission, then those licenses and locations will be added to the existing insurance policy to meet and exceed the requirements set forth in Section 500.105: General Operational Requirements for Marijuana Establishments, Subsection (J) Liability Insurance Coverage or Maintenance of Escrow from Massachusetts 935 CMR 500.000: ADULT USE OF MARIJUANA.

If you or anyone from the Massachusetts Cannabis Control Commission should have any questions, please don't hesitate to contact me.

Sincerely,



JB Woods
President
Greenpoint Insurance Advisors, LLC



NEW ENGLAND TREATMENT ACCESS, LLC.

Record Keeping

Policies and Procedures

NETA maintains a comprehensive set of policies and procedures (P&Ps) that establish NETA's operational approach across key areas of the organization. NETA's P&Ps address all written operating procedure requirements outlined in 935 CMR 500.105(1) and 935 CMR 501.105(1), as well as NETA's own operational standards. In addition to any ongoing changes or updates that are recorded in NETA's P&P change log and shared with state regulators, NETA's policies and procedures are fully-reviewed on a regular basis - currently bi-annually. NETA maintains a set of P&Ps for each of its three operating locations: Franklin, Northampton and Brookline. These are available for inspection by state regulators at any time.

NETA's policy is to retain all required organizational records for a period of at least three years, with the exception of required financial records, which are retained for at least seven years unless otherwise directed by the Department of Revenue or Cannabis Control Commission, and records of responsible vendor training compliance, which will be kept for at least four years, as required by 935 CMR 500.105(2)(b).

NETA utilizes METRC, through API integration with its own point-of-sale software, Leaf Logix, to maintain real-time inventory records and to record sales transactions in a manner that meets all requirements of 935 CMR 500.140(4) and 935 CMR 501.140(5)(f).

IT Security

NETA is committed to maintaining the security of and limiting accessibility to its equipment, records and data, and employs a Director of Information Technology responsible for monitoring and protecting NETA's technology resources. NETA monitors all computer and POS stations using a variety of tools. This diligence ensures that no software has been installed that could be utilized to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(d) and 935 CMR 501.140(5)(b). NETA applies fully dynamic content filtering at each location at the ISP connection utilizing a Sonicwall technology. NETA's firewall content filtering blocks access to malicious tools and diagnostic aids as well as other content not deemed necessary for NETA's operational purposes. NETA requires its POS system, Leaf Logix, to run on an encrypted, secure connection over a whitelisted public IP address. NETA's "whitelist" identifies acceptable programs that may be accessed on its equipment, and programs not designated on the whitelist cannot be accessed. Furthermore, NETA employs Webroot SecureAnywhere software and has configured the following "shields":

- **Real Time shield:** Continuously monitors unknown programs, blocks known threats from running on NETA computers that are dynamically supplied by Webroot. Any program that does not pass NETA's approved program list is blocked and a notification is sent to the HelpDesk where a problem ticket is created so the issue can be tracked and addressed.
- **Web shield:** Blocks known threats encountered on the Internet and displays a warning.
- **USB shield:** Monitors an installed USB flash drive for threats, blocks and removes any threats identified





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- **Rootkit shield:** Blocks rootkits from being installed on your computer and removes any that are present.

NETA's IT security systems prevent software from being installed for the purpose of manipulation or alteration of sales data. However, NETA will also perform a monthly analysis of all computer activity and produce a report using the webroot console which will indicate any malicious attempts and how they were blocked or prevented by NETA. In the very unlikely event that NETA identifies the installation of any malicious software, it will immediately disclose the information to the Commission and cooperate in any necessary investigation.

Inventory Records

NETA utilizes METRC, through API integration with Leaf Logix, to maintain real-time inventory records of all marijuana plants and products using unique barcode identifiers and METRC IDs that track movement of plants and products through the various stages of development. See NETA's inventory procedures for more details regarding how plants are tagged and tracked using METRC and Leaf Logix and how Leaf Logix integrates with the METRC system. In addition to real-time inventory tracking, NETA maintains records of its regular inventory counts and comprehensive annual inventories per 935 CMR 500.105(8) and 935 CMR 501.105(8), which include the date of the inventory, a summary of the inventory findings and the names, signatures, and titles of the individuals who conducted the inventory.

NETA will maintain comprehensive records to enable proper calculations for ensuring an adequate supply of marijuana products for registered medical marijuana patients per 935 CMR 502.140(9). Daily automated inventory reports will generate daily for inventory teams to analyze inventory levels and reserve inventory designated only for medical marijuana patients. Leaf Logix will maintain daily reports to show that NETA inventory teams have met the initial 35% requirement. This report will also log this information daily, including a calculation of how much inventory medical patients have purchased on a daily basis, allowing for weekly, monthly, quarterly, or ad-hoc reports as requested by the Commission. Leaf Logix records to METRC whether each product is sold for adult use or medical, allowing NETA to better understand medical vs. recreational demand and better serve the needs of medical patients.

Personnel Records

Personnel records are created and maintained by NETA's Human Resources department for all employees or agents of the organization and are maintained for at least 12 months after termination as stated in 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d).

Personnel records currently include:

- Background check authorizations and reports;
- Documentation of verification of references;
- Job description;
- Training attestations to document all required training documentation, which is signed by the employee and indicates date, time, and place he or she received said training and the topics discussed, and the name and title of presenters;
- Documentation of periodic performance evaluations;





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- Records of any disciplinary or corrective action; and
- Attestations for all completed role specific and ongoing (8-hour related) trainings.

Once responsible vendor training is formally implemented, personnel records will also include attestations of completed trainings.

NETA maintains a record of its marijuana waste disposal activities pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(12), documenting the date, type and quantity of waste disposed, the manner and location of disposal, and the names and signatures of the two agents present during the disposal process. All waste disposal records are maintained for at least three years or for the duration of any enforcement action, whichever is longer, or for any extended period of time per order of the Commission.

Finally, NETA confirms that it has prepared for all records to be stored for at least two years in the event of the closure of any marijuana establishment location.





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Training for Marijuana Establishment Agents

NETA has invested heavily in the training and ongoing education of its employees, regardless of past experience, level or role within the organization. NETA has established a well-developed approach to training its marijuana establishment agents in compliance with 935 CMR 501.105(2), which has been updated to incorporate adult use operations training, particularly for positions at the dispensaries. These updates include confidentiality and other training required by 935 CMR 500.105(2)(a) and Responsible Vendor training required by 935 CMR 500(2)(b).

Employee Qualifications

Prior to hire, applicants must:

- Demonstrate previous experience in a similar role, or comparable skill sets, experience, and/or education as outlined in the job description of the specific position or an ability to succeed in the position with appropriate training provided by NETA to disproportionate impact area applicants and other interested applicants;
- Confirm physical and mental capabilities to perform all duties and responsibilities of the role, as outlined in the job description; and
- Complete pre-hire background checks.

Onboarding Training

Once hired, employees must meet the following minimum training and onboarding requirements:

- NETA Staff Orientation;
- Completion of a CCC approved Responsible Vendor Training within 90 days of hire;
- Compliance training catered to the individualized job role;
- Role-specific training program; and
- Diversity and non-discrimination training.

Recruitment

When seeking new employees, NETA details the specific qualifications for the positions in the individual job descriptions. Well-suited candidates for dispensing roles should have diverse employment backgrounds, including experience in fast-paced, guest-oriented environments (e.g. hospitality and healthcare industries) or a demonstrated ability to learn under training from NETA.

For cultivation candidates, NETA seeks experience in environments that require an extreme attentiveness to detail or relate to botany, agriculture, or horticulture. For processing positions in MIP production, NETA looks for candidates with experience in roles that require the ability to work safely and efficiently in a fast-paced environment; prior experience may include food preparation or production, laboratories or other scientific or production-focused industries.

Inventory staff members preferably have had previous inventory related experience, or comparable detail-oriented experience, and must possess proficient computer and technology skills. We seek security personnel with previous experience in security, or roles that require comparable skill sets, as well as customer service and computer skills. Qualifications for transportation staff include possessing a clean





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driving record, excellent communication and organization skills, and preferably, previous transportation experience. Lastly, when in search of new management or executive team members, each role typically requires unique skill sets and experiences that are catered to the individual job function, including leadership skills and management experience.

A clear ability to perform roles with utmost attention to security, prevention of diversion, and regulatory compliance is required for all positions. NETA vets all applicants for this ability as security and safety is paramount.

For each role, candidates undergo an extensive interview process that is tailored to the specific position. Interviews for all roles include initial phone screening and then an in-person interview. The in-person interview is typically led by the hiring manager and may include meeting with additional members of the executive, human resources, and/or management teams in order to assess qualifications from several angles, including behavior and fitness.

NETA makes efforts to recruit from areas of disproportionate impact, including through its partnership with Roxbury Community College. A description of these programs is provided in the narrative response regarding NETA's plan to positively impact areas of disproportionate impact.

Training

NETA's training programs include a full day of orientation and policy and procedure training, with individualized training conducted within the following weeks that is catered to the specific role.

NETA Staff Orientation includes, but is not limited to, the following topics:

- Diversity and inclusion;
- Culture;
- Anti-Harassment policy and complaint process;
- Rules and Regulations with emphasis on client safety and facility security;
- Anti-Diversion;
- Compliance;
- Disaster, Emergency, and Security Preparedness;
- Alcohol and Drug Free Work Policy;
- Whistleblower Policy and Reporting of Wrongdoing;
- Employee Classification Categories;
- Insurance Benefits;
- Paid Time Off and Sick Time;
- Employee Health & Safety; and
- Cleanliness and hygiene standards.

Within the first year of employment, all staff members will have exceeded the minimum annual training requirement of 8 hours via current role-specific training requirements. Ongoing training sessions, workshops and training opportunities are offered throughout the course of each year and all staff are required to take at least 8 hours of annual training. Role-specific training varies by role and responsibility. Listed below are the key groupings:

Patient Services Associate: Two weeks of role-specific training, which includes a one-day "learning tour" of the cultivation facility, point of sale software training, compliant entry procedures, product





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education, safe dosing, customer and patient safety, patient privacy, compliant dispensing, proper packaging and labeling, cash handling, and dispensing limit compliance. All Patient Services Associates must complete a “Dispensing Test” on their final day of training prior to receiving permission to dispense independently.

Transportation Staff: Two weeks of role-specific training, which includes extensive shadowing of experienced transportation staff members, patient identification, cash handling, interacting with law enforcement, transportation security protocols, handling of transported products in a compliant manner, safe vehicle operation, and reporting.

Security Staff: Two weeks of role-specific training, which includes extensive shadowing of experienced security staff members, proper entry, staff safety and security, customer safety and security, operating video footage software, interacting with law enforcement, security alarm systems, and incident reporting.

Inventory Staff: Two weeks of role-specific training, which includes extensive shadowing of experienced inventory staff members, seed-to-sale software operations and tracking, inventory tracking, inventory receiving, reporting, transporting inventory, compliant waste and return disposal, menu management, and incident reporting.

Dispensary Managers: One month of role-specific training, which includes extensive shadowing of experienced management staff members. First phase includes two weeks of department training based off of the groupings above. Second phase is two weeks of management specific training including cash handling, security, customer and staff safety, incident and accident reporting, staffing, corrective action process, documentation, onboarding, point of sale manager functions, closing and balancing registers, and situational preparedness.

Other Managers and Executives: All other onboarding members of management and executives work closely to train with other members of the management teams and executives, including some of NETAs co-founders. In most cases, over time they will undergo the same role-specific training as the team members that report to them. Additionally, all management undergoes a full day of off-site management training that is conducted by one of NETA’s leaders, Arnon Vered.

Ongoing training topics include, but are not limited to:

- New Product Education;
- CPR and First Aid;
- ServSafe Certification;
- Compliance and Regulation Updates;
- Consultations and Dosing;
- Situational Training Exercises; and
- Operational Changes and Improvements

Training Managers in Franklin and at NETA’s dispensary locations are responsible for creating, tracking, and scheduling training in coordination with department managers, training coordinators and training teams to optimize and develop continued growth and education throughout the organization. The training teams will schedule, monitor, and ensure timely completion of the Responsible Vendor Training for all necessary employees. This process includes digital tracking and filing of attestations in individual personnel files.





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The Franklin facility has established a bi-weekly “Lunch and Learn” program offering topics for ongoing training needs and individual professional development. During these sessions, staff lunch is provided and a member of leadership conducts training on specific topics.

Some of these topics include:

- Situational Awareness;
- Smart Use of Social Media;
- Excel 101;
- Strains and Terpenes; and
- Managing Conflict: Having Difficult Conversations

NETA’s Human Resources Department schedules and tracks ongoing and role-specific training. This process includes digital tracking and filing of attestations in individual personnel files. All records of responsible vendor training, role-specific training and annual, ongoing training will continue to be held in all employees’ individual personnel files in the Human Resources department. These training attestations will be filed and retained for a minimum of four years consistent with 935 CMR 500.105(2)(b) after completion and will be made readily available for inspection.





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Separating Recreational from Medical Operations

NETA will create a clear division of its medical and adult use retail cannabis operations. The operational plan will optimize flow and efficiency of line management, while maintaining its warm and professional atmosphere. NETA commits to ensuring continued access to the services and products upon which our registered medical marijuana patients have come to rely on. This division will be accomplished through entry procedures into the facility, through physical separation by use of line stanchions, and as appropriate, within the floor area by staff direction. NETA will maintain a 35% inventory reserve for medical marijuana patients. Medical and adult use transactions will be separated through the Point of Sale (POS) system. Unlike medical patients, adult use consumers will not be required to maintain a profile through the POS system or have purchases dispensed through the Virtual Gateway. All purchases for adult use customers will be subject to applicable state and local taxes.

Inventory Reserve

In compliance with 935 CMR 502.140(9), NETA will ensure that at least 35% of its retail location specific inventory is reserved daily for registered medical marijuana patients. NETA will perform a daily audit of on-hand inventory in the dispensaries and designate 35% of each product type to be reserved for medical patients. For additional details regarding NETA's inventory reserve, please see the inventory procedures section.

Point of Sale Procedures

Once a patient reaches the Point of Sale (POS), a NETA staff person will once again request a valid photo identification and/or valid medical marijuana registration card and identification depending on the patient's age. If a caregiver is present with a registered patient, the staff person will also verify the ID and registration card of the caregiver. The POS system will prompt the dispensing agent to begin either a medical or an adult use transaction to ensure the transaction is processed under the correct classification.

For adult use transactions, NETA's POS system will not allow transactions for more than one ounce of flower or five grams of concentrate. The POS system is designed to ensure that applicable taxes are collected on every adult-use transaction.

For medical use transactions, NETA's POS will integrate with the Virtual Gateway (VG) to verify the patient's available purchase limit and record the transaction in the patient's VG profile. NETA's POS will prevent the transaction from exceeding the allowable amount verified through the VG. Both of NETA's dispensary operations in Brookline and Northampton utilize this integrated POS system and has been inspected and approved by the MA DPH.





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Maintenance of Financial Records

NETA has established procedures for the proper maintenance of financial records in conformity with 935 CMR 105(9)(e) and in accordance with generally accepted accounting principles (GAAP) established by the Financial Accounting Standards Boards (FASB).

Compliance with DOR Policies and Directives

NETA's policy is to retain financial records for at least seven years, unless otherwise directed by the MA Department of Revenue or Cannabis Control Commission. NETA will comply with Department of Revenue 830 CMR 62C.25.1: Record Retention and Directive 16-1: Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems and will ensure that appropriate and necessary records are kept, easily locatable and organized in a manner that allows for accurate determination of NETA's actual tax liability.

No software or other method will be used to manipulate or alter sales data. A monthly analysis of equipment will be done to be sure that no software has been installed that could be used to manipulate or alter sales data. NETA will maintain records that demonstrate that it has performed this monthly analysis. Should it be determined that such software or method have been installed or used to manipulate sales data, it shall be immediately disclosed to the Commission, cooperate in any investigation, and take any action directed by the Commission.

As a co-located retailer, the Franklin dispensary shall maintain and provide to the Commission on a biannual basis accurate sales data for the six months immediately preceding for the purpose of ensuring an adequate supply of marijuana and marijuana products for medical patients (935 CMR 500.140(6)).

Business Records

NETA will maintain the following business records as required by 935 CMR 500.105(9)(e):

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, including 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with NETA.





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Seed to Sale Tracking

NETA will utilize Leaf Logix, its seed-to-sale inventory tracking and POS system, to appropriately record all agent sales transactions to METRC and in a manner that allows for verification of items sold and appropriate amount of tax was collected.

Prior to initiating a transaction, after verifying the person's age and, when applicable, patient status, Leaf Logix will prompt the dispensing agent to initiate either a medical sale or an adult use sale and all sales will be recorded in METRC. All applicable sales tax will be applied for adult use sales and transaction details will be tracked and recorded for proper tax reporting and accounting purposes. Sales records will be maintained in a standard format with sufficient transaction-level detail information. Detailed information is recorded for each sales transaction including, at a minimum:

- Individual item(s) / product(s) sold;
- Selling price;
- Tax due;
- Invoice number;
- Date of sale;
- Method of payment; and
- POS terminal number and POS transaction number.

The Leaf Logix POS system maintains auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The system allows for the following audit trail details:

- Internal sequential transaction numbers;
- Records of all POS terminal activity; and
- Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

- Any and all activity related to other operating modes available in the system, such as a training mode; and
- Any and all changes in the setup of the system.





NEW ENGLAND TREATMENT ACCESS, LLC.

Personnel Policies

NETA's Human Resources and Personnel policies support its commitment to operational excellence and employee satisfaction. We believe that every person and position is essential to our success. NETA actively endeavors to provide our employees with opportunities for professional development and growth, skill training, and financial benefits including:

- Competitive salaries
- Medical and dental insurance
- Vision coverage
- Life insurance
- Disability plans
- Employee Assistance Program
- 401(k) Plan

NETA currently employs approximately 700 individuals. As a vertically-oriented organization, our workforce spans a broad scope of skills and responsibilities. These include: marijuana cultivation and harvesting, marijuana infused product production, packaging and labeling, logistics and transportation, security, compliance, inventory management, dispensary operations and administration, human resource management, sales and marketing, facility maintenance, accounting and finance, training, regulatory compliance, environmental health and safety, and philanthropic endeavors.

NETA is an Equal Employment Opportunity employer, and we are committed to an organization-wide policy of non-discrimination on the basis of race, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal and state law. NETA provides an alcohol, smoke, and drug-free workplace. Our employment policies provide equal employment opportunity to all persons on the basis of merit and apply to all full-time, part-time and temporary employees. NETA will continue to advertise its commitment to equal employment opportunity in advertisements of job openings and recruitment efforts in communities of disproportionate impact.

Diversity

NETA is committed to fostering, cultivating and preserving a culture of diversity and inclusion as a core principle. NETA's primary focus for diversity and inclusion is to increase employment in the underrepresented areas of our current workforce, at all levels, including but not limited to: women, veterans, American Indian or Alaska natives, Asians, Black or African Americans, and persons with disabilities. NETA's efforts include its recruiting relationships with talent acquisition organizations that are minority led/owned and serve diverse groups including populations affected by the criminalization of cannabis.





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In addition, NETA will expand its network to include additional recruitment agencies and relationships with community colleges, such as Roxbury Community College, that serve diverse populations.

To ensure NETA's internal benchmarks for recruitment diversity and inclusion are met and maintained, NETA will:

- Provide annual company wide-training focused on diversity, inclusion and communication in the workplace developed by Ogletree, Deakins, Nash, Smoak & Stewart, P.C.;
- Focus on professional development and satisfaction of our employees through management training;
- Use its EEO-1 report and other measures of voluntary self-reporting to identify areas of underrepresentation within the organization and create metrics by which the success of diversity initiatives will be measured;
- Review and revise diversity initiatives, at least annually, to adjust our strategy and goals, as needed; and
- Expand and revise at least annually our Plan to Positively Impact Areas of Disproportionate Impact to ensure goals are met.

For additional details regarding NETA's diversity plans please see the Diversity Plan section of this application.

Marijuana Establishment Agent Registration

To ensure that individuals who join NETA are well qualified and that NETA maintains a safe and productive work environment, NETA conducts background checks and applies for marijuana establishment agent registration pursuant to 935 CMR 500.030 & 935 501.030 for all applicable employees. All offers of employment are conditioned on receipt of a background check report that is acceptable to NETA and satisfies state regulatory requirements for marijuana establishment registration. All background checks are conducted in conformity with the Fair Credit Reporting Act, the Americans with Disabilities Act and state and federal privacy and anti-discrimination laws. Reports are kept confidential and are only viewed by individuals in the hiring process and those individuals authorized under the Massachusetts adult use marijuana program or medical marijuana program.

Training and Performance Reviews

Each position at NETA is defined by a written job description and an identified place within the organizational structure. Employees receive annual performance reviews and regular developmental feedback. All employees are required to complete a comprehensive orientation process. Additionally, those filling key or technical roles may undergo structured training that





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extends for a number of additional weeks. Managers receive a comprehensive training manual and participate in off-site training led by NETA's Senior Management. Ongoing programs, such as our "lunch-and-learn" program, cover topics from basic Excel skills training to "Having Difficult Conversations." NETA-specific training is in addition to the elements Marijuana Establishment Agent Training, including participation of the Responsible Vendor Program, provided for in 935 CMR 500.105(2)(b).

NETA believes that bi-directional, honest, and direct feedback should be an ongoing process and not left for year-end. As such, mini-training and improvement opportunities are practiced regularly. More details on NETA's training and development efforts are covered in the training section of this application.

NETA will immediately dismiss any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Advancement

Promoting staff from within the company is a core value at NETA. Currently, many of the key roles in the company have been filled via internal promotions, including: Northampton Store Manager, numerous Team Leads, Dispensary Training Coordinator, Training Managers, Cultivation Manager, Assistant Cultivation Manager, Harvest Manager, Director of Logistics, Director of Inventory, Compliance Management Team, and NETA's President.

Personnel Files

Confidential personnel records are maintained by Human Resources in compliance with 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d), and include the employee's background check information, employment contract, training records, minimum eight-hour annual related-duty training, verification of references, performance evaluations, and records of any disciplinary actions. Once state-approved responsible vendor training is available for staff, those records will be added to personnel files. When an employee leaves or is separated from the company, personnel records are retained for a period of no less than twelve months from the date of separation.

NETA will maintain a staffing plan and records in compliance with 935 CMR 500.105(9). Personnel records shall include job descriptions for each employee and volunteer position, and organizational charts consistent with those descriptions; documentation of verification of references; documentation of all required training; documentation of periodic performance evaluations; records of any disciplinary action; notation of completion of Responsible Vendor Training; documentation of 8-hour related duty training. These records shall be maintained for at least 12 months after termination of employment.





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Employee Benefits

NETA provides employees with an excellent benefits package and any employment provisions required by law, as outlined below in abbreviated summary form:

Insurance Benefits: NETA offers full health and dental insurance plans as well as supplemental vision coverage and life insurance. Each year we review the cost of healthcare to ensure that NETA's contribution is significantly greater than the employee's contribution.

Employee-Focused Initiatives: NETA offers numerous employee-focused initiatives including: Halloween costume party, Family Feud and March Madness contests, summer events such as barbecues, concert ticket raffles, a softball league, a Franklin Patients' Day reception, recognition and celebration of staff birthdays, spot bonuses for going above and beyond one's regular duties, and a "Caught You Doing Something Great" program that provides employees with gift cards.

Employee Patient Discount: NETA employees are eligible for a generous employee/patient marijuana discount.

Paid-Time Off: Paid-time off rates for all employees who work a minimum of 30 hours per week are earned each pay period per the schedule below:

- Employees earn 4.0 hours per pay period (13 days per year), in their first year.
- Employees earn 4.66 hours per pay period (15 days per year), on their fifth anniversary.
- Employees with 10 plus years of service and Senior Leaders earn 8.46 hours per pay period (27.5 days per year).

Employees may use paid time off for reasons such as vacation, personal appointments, extended bereavement leave, illness, holidays or inclement weather.

MA Earned Sick Leave: Regular full-time employees earned sick leave is included in their PTO accrual. Part-time and temporary employees earn one hour of sick leave (not including worker's compensation) for every 30 hours worked, up to a maximum of 40 hours of sick time per calendar year.

Bereavement Leave: In the event of the death of a child, spouse/partner, parent, parent of a spouse/partner, sibling, grandparent, grandchild or person living in the house, an employee may be granted up to 3 days of paid bereavement leave.

Leave of Absence: An employee may request an unpaid leave of absence for reasons unrelated to the Family and Medical Leave Act, by contacting his or her supervisor and the Human Resources Department.

Family and Medical Leave Act (FMLA): Employees who have been employed by NETA for at least 12 months and have worked at least 1,040 hours during the 12 months preceding the request for leave are eligible for family and medical leave. Other leave entitlements do exist, as





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detailed in our “Employee Handbook”. During FMLA leave, NETA maintains the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work.

COBRA: NETA complies with federal COBRA regulations that provide for the limited continuation of health and dental coverage for employees and their families following termination, divorce, death or if a child reaches the age of limitation of the insurance plan.

Worker’s Compensation: NETA carries a Worker’s Compensation Insurance policy. If an employee is injured as a result of an accident or illness on the job, he or she may be eligible for Worker’s Compensation benefits. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness.

Unemployment Compensation Benefits: In the event of a separation from NETA, staff may or may not be eligible to receive unemployment compensation benefits by applying to a local office of the Department of Employment and Training (DET). Accordingly, NETA abides by current law in issuing an information notice to all separating employees advising them of their right to file a claim for unemployment insurance benefits.





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Quality Control and Testing

NETA has established effective measures for quality control that meet or surpass the regulatory requirements under 935 CMR 500 & 935 CMR 501. These procedures have been reviewed and approved by the CCC as well as local health officials in Brookline, MA.

Adherence to DPH Protocol & Metrc MA Testing Lab User Guide

All marijuana and marijuana products sold at NETA are tested for cannabinoid profile and contaminants at independent, ISO-accredited laboratories in compliance with the DPH's *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products*. Testing of environmental media, including solid growing media and water, is performed in compliance with *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*. NETA currently does not sell seeds or clones. In addition to strict adherence to the DPH's Testing Protocol, NETA also follows the *Metrc MA Testing Lab User Guide*.

Sample Collection and Testing

NETA initiates testing and collects samples for three product categories: flower, edibles, and infused products. For flower products, a sample is taken from every 10 lbs. of flower from the entire batch. The samples are then sent to the lab for testing. Sample weights vary depending on the screening to be performed. Then, the manifests for all the samples are created and verified using a quality control checklist by Inventory Specialists.

Infused and edible product samples are collected by MIP personnel, who homogenize the oil and prepare a sample that represents the overall batch. Inventory Specialists then quality check the sample in NETA's seed-to-sale tracking software, Leaf Logix, to ensure all information including sample weight, batch ID and product type is accurately documented. Finally, they enter the information into a "Testing Log" spreadsheet and complete the manifest. When an edible product is made from the original base oils, a cook or MIP technician will randomly select one of the finished edibles from the batch and prepare it for Inventory Specialists using the processes described above to send out for final testing.

All transportation of marijuana and marijuana products to and from Independent Testing Laboratories is conducted in full compliance with 935 CMR 500.105(11) and 935 CMR 501.105(11) - Storage Requirements, 935 CMR 500.105(13) - Transportation Between Marijuana Establishments, and 935 CMR 501.105(13) - Transportation Between MTCs.





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Plant Inspection

NETA has established extensive quality control procedures to ensure the safety of all products that make their way to the consumer. Inspections of plant matter by employees assigned to the Cultivation, Harvest and IPM (Integrated Pest Management) teams are ongoing and continue regularly until products are packaged for sale. Harvest and IPM teams are equipped with hand lenses and microscopes for identification of contaminants that are only visible under magnification. In the flower department, inspections are performed by observing flowering tips with a hand lens. In the event any cannabis plant is found to have seeds, mold, bacteria, or other contaminants, harvest and cultivation supervisors are notified. If any issue cannot be treated or remediated and is isolated, individual plants will be culled and destroyed, with any remaining plants of a batch being placed into a quarantine area to await additional microbiological screenings. If the issue is not isolated or a batch fails screenings, whole batch disposal or remediation via processing in accordance with 935 CMR 500.160(12) & 935 CMR 501.160(11) is implemented. All data regarding pest pressures, contaminants, trichome development, structure, and plant health is recorded and kept on file.

Sanitary Conditions

NETA has developed a comprehensive environmental monitoring and maintenance program to ensure environmental conditions are safe and appropriate for patient, customer, employee, and plant health.

Any agent working in direct contact with marijuana shall conform to the requirements for food handlers specified in 105 CMR 300.000. Agents shall be required to maintain adequate personal cleanliness, including showering prior to work, wearing clean clothing, and washing hands regularly and thoroughly. Hand washing facilities will be conveniently located and water supply shall be in sufficient quantity and at an appropriate temperature. Plumbing shall be adequate to carry water to all locations. NETA shall ensure that all employees have ready access to adequate toilet facilities that are kept in good repair.

There shall be sufficient work and storage space to allow sanitization around placement of equipment and materials, and all contact surfaces shall be sanitized regularly. Storage and transportation of finished products shall be under conditions that will protect them from physical, chemical, and microbial contamination. Floors, walls and ceilings will be constructed to be easily cleaned and kept in good repair. Litter and waste will be properly handled and promptly removed to minimize odors and discourage pests.

Within the dispensary, all toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.





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NETA enjoys a strong independent testing and inspection record. In the rare event that NETA receives a laboratory test result that indicates contamination, NETA employs the following protocols per 935 CMR 500.160(3) & 935 CMR 501.160(3):

- Assessment and determination as to whether the contamination can be remediated in full compliance with the DPH's *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries, Exhibit 8(A)*
- If remediation is appropriate, NETA will remediate accordingly and send for retesting.

In the event that laboratory test results indicate contamination that cannot be remediated, NETA will perform, at a minimum, the following protocols:

- Notification of regulatory authorities within 72 hours, which will include a proposed plan for destruction of contaminated product and assessment of the source of contamination;
- Communication to the testing laboratory that the contamination cannot be remediated and that the laboratory must also notify the regulatory authorities within 72 hours, separately and independently; and
- Submission of any information regarding contamination immediately upon request by any authorized regulatory authority.

If it is determined that a product recall is necessary, NETA will, at minimum:

- Dispose of any marijuana plant material or product, along with its associated batch in which contaminants are found to be present and which cannot be remediated, in a manner consistent with the procedures contained in NETA's Marijuana Disposal Policy and Procedures, 935 CMR 500.105(12) and 935 CMR 501.105(12) - Waste Disposal;
- Notify all retail locations, cultivation, MIPs and transportation teams of the recall as soon as possible;
- Notify patients, consumers or employees that have the recalled material or product as soon as possible; they will be asked to bring the material or product back to the retail location; and
- Assess, in collaboration with the CCC and local healthcare authorities, whether patient intervention is needed for patients or employees who were affected or might have been affected by contaminated materials or products.

NOTE: To date, no products have required recall efforts by NETA.

All test results are retained for no less than three years. Additionally, independent of regulatory requirements, NETA often contracts with third parties for the sampling and testing of air quality in cultivation spaces and common areas of retail locations.





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Restricting Access to Age 21 and Older

NETA will ensure that access to its adult use retail operations are restricted to individuals age 21 and older. This will be accomplished through both strict procedures required for entry into the facility and redundant ID verification at the Point of Sale (POS) prior to dispensing. All Franklin, MA Dispensary employees and registered agents will be 21 years of age or older, per 935 CMR 500.030(1)(a).

Entry Procedures

All consumers entering NETA's co-located Franklin dispensary will be 21 years of age or older (935 CMR 500.050(5)), with the following exceptions:

If the individual is younger than 21 years old but 18 years of age or older, they will not be admitted unless they produce an active medical registration card issued by the CCC. If the individual is younger than 18 years old, he or she will not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification (935 CMR 500.140(3)).

In accordance with 935 CMR 500.140, NETA entry procedures will utilize, at minimum, one staff person at the entry door of the facility who will be responsible for positively identifying and verifying that the entrant is at least 21 years of age as evidenced by a valid form of identification and confirmed via ID scanner technology. In accordance with 935 CMR 500.140(3), if an individual seeking admittance to the premises is younger than 21 years of age, but 18 years of age or older, he or she will not be admitted unless he or she produces (1) a valid, active medical marijuana registration card issued by the DPH and (2) a valid government-issued ID. If the individual is younger than 18 years old, he or she will not be admitted unless he or she produces (1) an active medical registration card issued by the DPH and (2) he or she is accompanied by a personal caregiver with an active medical registration card issued by the DPH and a valid government-issued ID. Individuals under 21 years old and presenting as registered patients will be verified against the DPH Virtual Gateway (VG) medical marijuana tracking system prior to entry from the vestibule into the building in order to ensure that the patient and caregiver registration and certification are active and valid. Once inside the facility, any valid registered patient that is under 21 years of age will be directed to the "medical only" patient line.

ID Verification at Point of Sale

Once an individual reaches the Point of Sale (POS), a NETA dispensary agent will again request a valid photo identification and again confirm that the individual is at least 21 years of





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age. Only individuals over 21 years of age will be permitted to make an adult use transaction in NETA's POS system. The POS system will prompt the dispensing agent to begin either a medical or an adult use transaction to ensure the transaction is processed under the correct classification. All medical marijuana transactions will be recorded in the Virtual Gateway per NETA's current procedure.





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Diversity Plan - 2020

NETA is committed to fostering, cultivating, and preserving a culture of diversity and inclusion, and to positively impacting communities of disproportionate impact through its recruitment and other initiatives. NETA's 2019 Diversity Plan focused largely on understanding our existing workforce and the availability of diverse applicants in order to set realistic, targeted and specific goals for growing and maintaining a diverse workforce at NETA. The plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Core Principles and EEO Policies

- NETA provides equal employment opportunities to all employees and applicants without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws.
- NETA complies with applicable federal, state and local laws governing nondiscrimination in employment.
- NETA's Equal Opportunity Employment policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.
- NETA's policies concerning Equal Employment Opportunity and Diversity are easily located in its Employee Handbook, which is distributed to all new employees during mandatory employee initial training.
- NETA expressly prohibits any form of unlawful employee discrimination or harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status.
- NETA maintains an executive level Director of Diversity Programs who is responsible for the development, implementation, and monitoring of programs designed to actualize NETA's commitment to social equity, diversity, and inclusion.
- NETA maintains a Diversity and Inclusion Steering Committee to assist in the execution of NETA's diversity and inclusion programs.

2020 Diversity Goals

1. Continue to increase the representation of female employees at NETA based on the results of the





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2019 Availability Analysis.

2. Continue to increase the representation of minority employees at NETA based on the results of the 2019 Availability Analysis.
3. Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities.

2020 Diversity Programs

To ensure that NETA's internal benchmarks for recruitment diversity and inclusion are met and maintained, NETA will initiate or maintain the following programs:

Goal #1 - Increase the representation of female employees at NETA in the laborers and helpers job group by at least 1% based on the number of employees current as of 1/01/2020. Programs include:

- Hosting or participating in at least 3 job fairs across Massachusetts (Eastern, Central, and Western Massachusetts). NETA will deploy at least 3 employees to staff job fairs in which NETA is a participant or the host.
- Sponsoring, assisting in the development of, and participation in the CultivatED jail-to-jobs fellowship program that provides participants with full-program scholarship awards, gaining them access to individualized pro bono legal services, a higher education certificate program, workforce training, fully paid and benefited cooperative learning and externship rotations at NETA for educational credit hours, and potential job placement at NETA upon completion of the program.

Goal #2 - Increase the representation of minority employees at NETA in the laborer and helpers job group by at least 1% based on the number of employees current as of 01/01/2020. Programs include:

- Hosting or participating in at least 3 job fairs across Massachusetts (Eastern, Central, and Western Massachusetts). NETA will deploy at least 3 employees to staff job fairs in which NETA is a participant or the host.
- Sponsoring, assisting in the development of, and participation in the CultivatED jail-to-jobs fellowship program that provides participants with full-program scholarship awards, gaining them access to individualized pro bono legal services, a higher education certificate program, workforce training, fully paid and benefited cooperative learning and externship rotations at NETA for educational credit hours, and potential job placement at NETA upon completion of the program.

Goal #3 - Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities. Programs include:

- Local Accessibility Leader - NETA has proposed engagement with a local leader in accessibility compliance to evaluate the accessibility of our digital resources, and to identify areas of NETA's operations that are compliant with accessibility guidelines. With the help of this organization, NETA will ensure the accessible functionality of its internal and external websites for the benefit of its employees, patients, and customers.
- The MUSE Foundation - NETA will continue to provide support to the disabled adult community by continuing its partnership with the MUSE Foundation through a donation of \$5,000 to provide disabled adults the opportunity to have flexible, individualized music instruction, as the scaffolding for significant social interaction and community-building for this underserved population. The





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team at Muse has also agreed to aid our efforts to increase disabled adult representation in the NETA workforce.

- NETA has recruited Ogletree Deakins to provide company-wide training focused on diversity, inclusion, and communication in the workplace.
- Review and revise diversity and inclusion initiatives, at least annually, to adjust strategies and goals as needed.

Measurement of Goals

All goals will be measured according to the metrics below. Progress or success of the plan will be documented one year from provisional licensure, and each year thereafter.

1. Increase the representation of female employees at NETA in the laborers and helpers job group by 1%.
 - a. Starting on January 1, 2020:
 - i. Establish baseline demographics of current employees based on NETA's employment records in HR (including the number and gender of employees drawn from EEO-1 surveys and agent registration forms).
 - ii. Using an internal workforce tracking sheet, track statistics to measure progress on this goal
 - b. In December 2020, evaluate total # of positions available in the laborers and helpers job group and % filled from the established targeted group.
 - c. In December 2020, review and confirm the number of job fairs attended/hosted and the number of employees in attendance at each respective job fair.
 - d. In December 2020, review and confirm NETA's sponsorship, assistance in the development of, and participation in CultivatED. Determine the number of fellowship participants for use in establishing a baseline number of potential externship and job candidates.
2. Increase the representation of minority employees at NETA in the laborers and helpers job group by 1%.
 - a. Starting on January 1, 2020:
 - i. Establish baseline demographics of current employees based on NETA's employment records in HR (including the number and race of employees drawn from EEO-1 surveys and agent registration forms).
 - ii. Using an internal workforce tracking sheet, track statistics to measure progress on this goal
 - b. In December 2020, evaluate total # of positions available in the laborers and helpers job group and % filled from the established targeted group.
 - c. In December 2020, review the number of job fairs attended/hosted and the number of employees in attendance at each respective job fair.
 - d. In December 2020, review and confirm NETA's sponsorship, assistance in the development of, and participation in CultivatED. Determine the number of fellowship participants for use in establishing a baseline number of potential externship and job candidates.
3. Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities.





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- a. Local Accessibility Leader
 - i. Execute contract with designated local leader in web accessibility guidelines by November 15, 2019.
 - ii. In December 2019 receive completed expert review of NETA's internal and external websites.
 - iii. In December 2019 prioritize NETA's web content accessibility guideline standards issues to be addressed immediately.
 - iv. In January of 2020, receive contractor's solutions and recommendations based on best practices to improve NETA's website design or remove barriers to existing digital experience.
 - v. Commit to make 100% of contractor's solutions and recommendations based on best practices to improve NETA's website design or remove barriers to existing digital experience over 2020.
 - vi. In December 2020, confirm improved digital experience has been achieved.
- b. The MUSE Foundation
 - i. In December 2020, confirm NETA's support of MUSE, confirm \$5,000 of scholarships were provided from NETA to MUSE and identify the number of students who were able to attend MUSE's programs in 2020 using NETA's scholarship donations.
- c. Company-wide Training
 - i. In December 2020, confirm that company-wide training has occurred.
 - ii. Identify the dates of such training and the number of employees who attended each offering, with the goal of at least 25% of all employees participating in at least one training session.





MASS CultivatED

March 20, 2020

New England Treatment Access, LLC
c/o Amanda Rositano
5 Forge Parkway
Franklin, MA 02038

RE: The CultivatED Program Membership

Dear Amanda:

Thank you again for being a valued partner of the CultivatED program. It is with great pleasure to inform you that New England Treatment Access, LLC (NETA) has been approved as a member of CultivatED's Founder's Circle.

As you know, CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits.

As a Founder's Circle member, NETA will be responsible for providing the following supports:

1. Serve on the Board of Overseers to determine other industry requirements
2. \$25,000 commitment to The CultivatED Program
3. Paid externship to fellows at a rate not less than \$18/hr with full benefits (35-40 hours per week)
4. Subsidized transportation costs and other supports for fellows as determined by the Board of Overseers

We appreciate the opportunity to partner with you in this program. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

Ryan Dominguez
CultivatED Program Director

NETA DONATES NEEDS-BASED SCHOLARSHIPS TO LOCAL BROOKLINE 501c3



THE MUSE FOUNDATION

MUSIC, UNITY & SOCIAL EXPANSION



ABOUT MUSE

The MUSE Foundation is a local Brookline 501c3 that helps adults of all abilities to play and perform in rock bands together. MUSE stands for Music, Unity, and Social Expansion and focuses on creating community-based support systems and relationships through music. Just over 3 years old, MUSE has recently opened a studio by the Brookline Hills T stop!

MUSE provides many music-based social services such as rock band rehearsals, concert performances, social events, private lessons, and an introductory drum circle! No prior music experience is required and adults of all abilities are welcomed and accommodated.

Thanks to NETA, MUSE has been able to expand our needs-based scholarship students and have a bigger impact in the community

WWW.MUSE-FOUNDATION.ORG



Michael Connolly <mconnolly@netacare.org>

Fwd: MUSE // NETA

Francesca DeRogatis <fderogatis@netacare.org>
To: Michael Connolly <mconnolly@netacare.org>

Thu, Mar 19, 2020 at 2:24 PM

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

From: **Kim Napoli** <kim@netacare.org>
Date: Thu, Mar 19, 2020 at 12:29 PM
Subject: Fwd: MUSE // NETA
To: Francesca DeRogatis <fderogatis@netacare.org>

Fran,

Below and attached please find the contact information for Miyabe at the MUSE Foundation along with the one-pager confirming our donation. Let me know if you need anything else!

Kim

Kimberly M. Napoli, Esq.
Senior Director of Corporate Social Responsibility
Parallel // New England Treatment Access, Inc.
160 Washington Street
Brookline, MA 02445

(e) kim@netacare.org // (c) (508) 383-5267

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Begin forwarded message:

From: Miyabe Shields <miyabe@muse-foundation.org>
Date: March 15, 2019 at 12:47:40 PM EDT
To: Kim Napoli <kim@netacare.org>
Subject: Re: **MUSE // NETA**

Hi Kim,

I received the scholarship donation at the studio! I created this quick one-pager describing NETA's support of MUSE and a little about MUSE. Thanks so much for your support!

See you soon!

Miyabe

Miyabe Shields, PhD (she/hers)
Music Teacher & Executive Director
The MUSE Foundation
(714) 222-4004
miyabe@muse-foundation.org

On 2019-03-05 09:17, Kim Napoli wrote:

Hi Miyabe,

I will make sure the check gets in the mail today. Sorry for the delay!

Kim

Kimberly M. Napoli, Esq.

Director of Diversity Programs // Marketing Specialist

New England Treatment Access, Inc.

160 Washington Street

Brookline, MA 02445

(e) kim@netacare.org // (c) 857-272-8056

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On Thu, Feb 28, 2019 at 8:28 AM Miyabe Shields <miyabe@muse-foundation.org> wrote:

Hi Kim,

It was great seeing you again yesterday! I'm just following up with the NETA scholarships since one of our new scholarship students starts today. I double checked that address below is correct (no dyslexia). I was wondering if I could make an 8x10" flyer something like "NETA SUPPORTS LOCAL BROOKLINE COMMUNITIES" that describes MUSE and explains the NETA scholarships? Then perhaps it can go in the entry area by the check-in. Just a thought!

Let me know what you think!

- Miyabe

Miyabe Shields, PhD (she/hers)

Music Teacher & Executive Director

The MUSE Foundation

(714) 222-4004

miyabe@muse-foundation.org

On 2019-02-04 14:43, Miyabe Shields wrote:

Hi Kim,

I'm doing great - we've been renovating the new music studio space so it's day in and day out, but it's in the home stretch! This is so exciting - we've had some needs-based scholarship students on the waiting list for some time and they will be thrilled to participate.

We use PayPal or Wave for online payments, but they take a percentage so checks are preferable! They can be made out to "The MUSE Foundation" and mailed to [358A Boylston St \(Suite A\) Brookline, MA 02445](#).

I would love to discuss a further partnership between MUSE and NETA for employment opportunities. I CC'd the director of our lifeskills/job placement program (SHINE), Andrea Lynch-Bransfield to this email thread. Please connect all of us and we can continue the discussion!

Thanks for everything!

Miyabe

Miyabe Shields, PhD (she/hers)
Music Teacher & Executive Director
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On 2019-02-04 11:12, Kim Napoli wrote:

Hi Miyabe,

I hope you are well! I am writing to follow up with you re: NETA providing a sponsorship for participation in the MUSE program. We are good to sponsor at least 2 attendance packages. Could you send me whatever you might need from us (including instructions on how to make a payment/where to send a check) so we can square this away?

Additionally, in our earlier conversations we spoke about the possibility of employing differently abled adults at NETA. Our head of HR is on board with this idea and would love to connect with you and our Dispensary Manager to see if and how we might be able to actualize this opportunity to further partner with MUSE. Let me know if you are interested in that and I will connect the three of you via email.

Thanks for your time and I hope you get to enjoy some of the good weather we are having!

Best,

Kim

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Francesca DeRogatis
Chief of Staff, President's Office
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