



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281319  
Original Issued Date: 09/24/2018  
Issued Date: 09/10/2020  
Expiration Date: 09/24/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Northeast Alternatives, Inc.

Phone Number: 508-567-6761 Email Address: rich@nealternatives.com

Business Address 1: 999 William S. Canning Blvd. Business Address 2:  
Business City: Fall River Business State: MA Business Zip Code: 02721  
Mailing Address 1: 999 William S. Canning Blvd. Mailing Address 2:  
Mailing City: Fall River Mailing State: MA Mailing Zip Code: 02721

### 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: RPA201952

### RMD INFORMATION

Name of RMD: Northeast Alternatives, Inc.  
Department of Public Health RMD Registration Number: 037  
Operational and Registration Status: Obtained Final Certificate of Registration, but is not open for business in Massachusetts  
To your knowledge, is the existing RMD certificate of registration in good standing?: yes  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 35 Percentage Of Control: 34  
Role: Executive / Officer Other Role:  
First Name: Christopher Last Name: Harkins 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: 19

Percentage Of Control: 33

Role: Board Member

Other Role:

First Name: Jeffrey

Last Name: Johnson

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

##### Close Associates or Member 1

First Name: Richard

Last Name: Rosier

Suffix: Jr

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Revenue Officer & Chief Financial Officer

##### Close Associates or Member 2

First Name: Kyle

Last Name: Bishop

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Operating Officer

##### Close Associates or Member 3

First Name: Zac

Last Name: Cooper

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Production Officer

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Jeffrey

Last Name: Johnson

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$1300000

Percentage of Initial Capital:  
100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

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

Owner First Name:

Owner Last Name: Harkins

Owner Suffix:

Christopher

Entity Legal Name: Harkins Development Company

Entity DBA:

Entity Description: Real-Estate Development

Entity Phone: 401-413-3099

Entity Email:

chrisharkins95@gmail.com

Entity Website: www.harkinsdevelopment.net

Entity Address 1: 1907 East Main Rd

Entity Address 2:

Entity City: Portsmouth

Entity State: RI

Entity Zip Code: 02871

Entity Country: USA

Entity Mailing Address 1: 1907 East Main Rd

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: RI

Entity Mailing Zip Code:

Entity Mailing Country:

Portsmouth

02871

USA

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 999 William S. Canning Boulevard

Establishment Address 2:

Establishment City: Fall River

Establishment Zip Code: 02721

Approximate square footage of the Establishment: 8265

How many abutters does this property have?: 37

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet    Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	FR Signed Host Community Agreement Certification Form.pdf	pdf	5aecbb9c52bc563da3bfdacc	05/04/2018
Community Outreach Meeting Documentation	NEA Community Outreach Notices.pdf	pdf	5aecbbd99eb86611ea7d3a7a	05/04/2018
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - Marijuana Cultivator.pdf	pdf	5aecbd8253899e3d7b6610d7	05/04/2018
Community Outreach Meeting Documentation	Pic of Newspaper Ad.pdf	pdf	5b452c2e5ed31d3ecdee8f9d	07/10/2018
Community Outreach Meeting Documentation	Attestation of Community Outreach Notice.pdf	pdf	5b452c63ce21983ed7e3fc38	07/10/2018
Community Outreach Meeting Documentation	Certified Mail Receipt.pdf	pdf	5b452c82228a4c3e9f187c78	07/10/2018
Community Outreach Meeting Documentation	Attestation of Comm Outreach Mtg..pdf	pdf	5b452dc3b0153b3eaf4b3974	07/10/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Presentation - 3.26.18.3.pdf	pdf	5b452e7d5af6a93eb9cd839b	07/10/2018

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.: \$1582871

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive	Plan to Positively Impact Areas of Disproportionate	pdf	5aecc05c9eb86611ea7d3a7e	05/04/2018

Impact	Impact.pdf
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#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:  
 First Name: Jeffrey Last Name: Johnson Suffix:  
 RMD Association: RMD Owner  
 Background Question: no

##### Individual Background Information 2

Role: Other Role:  
 First Name: Christopher Last Name: Harkins Suffix:  
 RMD Association: RMD Owner  
 Background Question: no

##### Individual Background Information 3

Role: Other Role:  
 First Name: Richard Last Name: Rosier Suffix: Jr  
 RMD Association: RMD Manager  
 Background Question: no

##### Individual Background Information 4

Role: Other Role:  
 First Name: Kyle Last Name: Bishop Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

##### Individual Background Information 5

Role: Other Role:  
 First Name: Zac Last Name: Cooper Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Mass DOR Cert of Good Standing 20180404.pdf	pdf	5ae6693439740e0d95e83c89	04/29/2018
Articles of Organization	NEA Articles of Organization.pdf	pdf	5b453d57c0ef253ee143b3e0	07/10/2018
Bylaws	Northeast Alternatives - Amended Corporate	pdf	5b453d9f5ed31d3ecdee8fc4	07/10/2018



By-Laws - v.3.17.17 copy (1)-signed.pdf				
Secretary of Commonwealth - Certificate of Good Standing	NEA Certificate of GS.pdf	pdf	5b453e14c0ef253ee143b3e8	07/10/2018
Secretary of Commonwealth - Certificate of Good Standing	CCC RFI #4.1 Response.pdf	pdf	5b454561a18777320b0d7c72	07/10/2018
Secretary of Commonwealth - Certificate of Good Standing	John Henry Resignation Letter.pdf	pdf	5b4545715c57ce321fac52d8	07/10/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA CoGS 2020.pdf	pdf	5f1af818cb97e3700c5356de	07/24/2020
Department of Revenue - Certificate of Good standing	NEA DOR CoGS.pdf	pdf	5f1edf801f0df7704a5e12c0	07/27/2020
Secretary of Commonwealth - Certificate of Good Standing	NEA Secr of State CoGS.pdf	pdf	5f1edf8a44827474644eaa26	07/27/2020

Massachusetts Business Identification Number: 001251472

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	NEA Business Plan 2019-2024.pdf	pdf	5f1ee4b87b30b674269a8ead	07/27/2020

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	NEA Policies & Procedures for Cultivating.pdf	pdf	5aed01fb1f5e4d0443cb5f07	05/04/2018
Separating recreational from medical operations, if applicable	Plan for Separating Recreational from Medical Operations.pdf	pdf	5aed02866fb0f811c2266069	05/04/2018
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	5aed02bfda8de63d8fd167ff	05/04/2018
Security plan	Security Plan.pdf	pdf	5aed02e6b2a9e2046441bada	05/04/2018
Prevention of diversion	Prevention of Diversion.pdf	pdf	5aed0320f5ed5811d6e449ec	05/04/2018
Storage of marijuana	Storage of Marijuana.pdf	pdf	5aed034a52bc563da3bfdb09	05/04/2018
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5aed03729eb86611ea7d3ab8	05/04/2018
Inventory procedures	Inventory Procedures.pdf	pdf	5aed03a8a6b56e3d6757181f	05/04/2018
Quality control and testing	Quality Control and Testing.pdf	pdf	5aed03d65ba56c042922baa8	05/04/2018
Dispensing procedures	Dispensing Procedures.pdf	pdf	5aed04010d20bf11ae6d8abf	05/04/2018
Personnel policies including	Personnel Policies Including	pdf	5aed042853899e3d7b66110e	05/04/2018

background checks	Background Checks - Cultivator.pdf			
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5aed04551f5e4d0443cb5f0b	05/04/2018
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5aed04746fb0f811c226606d	05/04/2018
Qualifications and training	Qualifications and Training.pdf	pdf	5aed075af5ed5811d6e449f0	05/04/2018
Diversity plan	NEA_Diversity Plan.pdf	pdf	5d38d779e230513892f8157f	07/24/2019

## ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## COMPLIANCE WITH POSITIVE IMPACT PLAN

### Progress or Success Goal 1

**Description of Progress or Success:** Our written goals in our previously submitted application which contained our Plan to Positively Impact Areas of Disproportionate Impact was to "hire a diverse, qualified talent pool that, if available, currently resides in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. NEA will also strive to maintain a staff comprised of at least 10% of individuals that have a drug-related CORI, but are otherwise legally employable in a cannabis-related enterprise."

We are proud to inform the CNB that NEA successfully employs 75 people from areas of disproportionate impact, out of our recent total of 156 total employees or 48%. This is up 4% from last year's report.

In addition, we are proud to report that NEA successfully employs 7 people (4%) who have a drug-related CORI, but are otherwise legally employable in a cannabis-related enterprise. This is down 2 people from last year and 6% with the growth in our total number of employees.

We accomplished these measurable results by conducting the following programs: 1) Participated in the first career fair, in a series sponsored by MCR Labs and the Massachusetts Recreational Consumer Council (MRCC), focused on helping members of Massachusetts' underserved communities find employment within the cannabis industry. This event was located at the Dewitt Center in Roxbury, MA. We also held job fairs at our HQ in Fall River on 5/19, 5/21, 5/22, 5/28, 6/4, 6/8, 6/15, 6/26, 6/29, 6/30, 7/14 and 7/15 (the job fairs are numerous due to the restrictions on gatherings as stated by the Commonwealth guidelines during COVID-19); and 2) Participated in several Bristol County Veterans' Affairs Community Center events, including a clothing donation event on 11/21/19 and again on 11/25/19 and collected and provided cash donations (from our employees and customers) to Mission 22, a non-profit organization that provides treatment to Veterans suffering from PTSD, on 11/22/19.

In addition, with respect to other programs chosen to positively impact disproportionate areas, NEA participated in 1) several charitable events with Angels Anonymous, a non-profit that helps struggling people and families in Fall River, including donating Christmas gifts for a brunch with Santa for Fall River children and several volunteer sessions at their food pantry; 2) Hosted 420Twenty20 on 2/17/20 and 3/12/20 in-store to raise awareness for their mission of raising funds for small local businesses in or ancillary to the cannabis industry and those applying for licenses to cultivate, manufacture, or retail cannabis with social equity and economic empowerment status; and 3) participated in several employee volunteer outings at the Greater Fall River Community Food Pantry helping to organize their facilities and distribute food.

With respect to workforce development for all of our employees, including the 75 from disproportionate impact areas, we provide on-boarding/orientation training and offer a formal coaching/mentoring program; METRC and other software applications training; and on-the-job training to upgrade the skills/knowledge of our employees.

## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

**Description of Progress or Success:** Our written goals in our previously submitted application, which contained our Diversity Plan, was to "promote equity among minorities, women, veterans, people with disabilities and people of all gender identities and sexual orientations. NEA will make every effort to employ and advance in employment qualified and diverse people at all levels of within the company."

We are proud to inform the CNB that NEA successfully employs 39 minorities - 18 Hispanics, 17 African Americans, and 4 Asian American - out of our recent total of 156 employees or 25%. This is up 19 employees year-over-year and up 3% on our total employee base. In addition, NEA successfully employs 56 women (36%). This is up 31 women year-over-year and 6% on total employee base. We also employ 10 veterans/active duty reserves (6%). This is up 4 employees year-over-year, but down 1% as a percentage of total employees.

We accomplished these measurable results by conducting the following programs: 1) Participated in the first career fair, in a series sponsored by MCR Labs and the Massachusetts Recreational Consumer Council (MRCC), focused on helping members of Massachusetts' underserved communities find employment within the cannabis industry. This event was located at the Dewitt Center in Roxbury, MA. We also held job fairs at our HQ in Fall River on 5/19, 5/21, 5/22, 5/28, 6/4, 6/8, 6/15, 6/26, 6/29, 6/30, 7/14 and 7/15 (the job fairs are numerous due to the restrictions on gatherings as stated by the Commonwealth guidelines during COVID-19); 2) Provided on-site diversity awareness, cultural training on cultural sensitivity and recognizing unconscious bias during employee orientation.

In addition, NEA ensured dissemination of information of the Diversity Plan by 1) including NEA's Equal Opportunity and Reasonable Accommodation statement in the Employee Handbook; 2) included NEA's zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose NEA's goal for a diverse workforce; 3) provided diversity training programs for all employees; and 4) conducted an annual progress evaluation meeting with formal presentations on initiatives and measurements to the management team.

## HOURS OF OPERATION

<b>Monday From:</b> Open 24 Hours	<b>Monday To:</b> Open 24 Hours
<b>Tuesday From:</b> Open 24 Hours	<b>Tuesday To:</b> Open 24 Hours
<b>Wednesday From:</b> Open 24 Hours	<b>Wednesday To:</b> Open 24 Hours
<b>Thursday From:</b> Open 24 Hours	<b>Thursday To:</b> Open 24 Hours
<b>Friday From:</b> Open 24 Hours	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> Open 24 Hours	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> Open 24 Hours	<b>Sunday To:</b> Open 24 Hours

## 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 Chris Harkin, (insert name) certify as an authorized representative of Northwest Alternatives, (insert name of applicant) that the applicant has executed a host community agreement with City of Fall River, (insert name of host community) pursuant to G.L.c. 94G § 3(d) on \_\_\_\_\_ (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Jasiel F. Correia II, certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Fall River to certify that the applicant and City of Fall River has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 13, 2018.

  
Signature of Contracting Authority or  
Authorized Representative of Host Community



RECEIVED

2018 MAY -4 P 1:31

CITY CLERK  
FALL RIVER, MA

### NOTICE OF COMMUNITY OUTREACH MEETING

TO: City Clerk, Planning Board, and Contracting Authority for the Municipality, and Local Licensing Authority for the Adult-Use of Marijuana, if applicable

WHEN: April 13, 2018, 1:30-3:00pm EST

WHERE: Comfort Inn & Suites, 360 Airport Rd., Fall River, MA 02720 – RM#317

In accordance with the provisions of the Cannabis Control Commission's final regulations (935 CMR – 121), this meeting notice is to inform you that Northeast Alternatives, Inc. (NEA) intends to hold a community outreach meeting for purposes of addressing the following agenda items:

- i. The type (s) of Marijuana Establishment to be located at 999 William Canning Boulevard, Fall River, MA 02172;
- ii. Information to demonstrate that the location will be maintained securely;
- iii. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
- iv. A plan by the Marijuana Establishment to positively impact the community;
- v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- vi. Open Q & A

NOT POSTED IN CITY CLERK'S BOARD PRIOR TO MEETING

Northeast Alternatives, Inc. | 999 William Canning Boulevard, Fall River, MA 02721





## NOTICE OF COMMUNITY OUTREACH MEETING

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- v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- vi. Open Q & A

**RECEIVED**

MAY 4 2018

**FALL RIVER PLANNING DEPT.**

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

Northeast Alternatives, Inc. (“NEA”) will remain compliant at all times with the local zoning requirements as set forth by the City of Fall River.

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

NEA has already attended several meetings with various municipal officials and boards to discuss NEA’s plans for a proposed Marijuana Cultivator and has executed a Host Community Agreement with Fall River. NEA will continue to work cooperatively with various municipal departments, boards, and officials to ensure that NEA’s Marijuana Cultivator remains compliant with all local laws, regulations, rules ,and codes with respect to design, construction, operation, and security.

NEA has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.



Legal Notices	Legal Notices
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**LEGAL NOTICE**  
**STATE OF CONNECTICUT**  
**COURT OF PROBATE**  
 District of New London Regional Children's Probate Court

**FELICIANO MATTER**

NOTICE TO: Juan Carlos Mejias Feliciano, whose last known residence was in the town of Fall River, MA

Pursuant to an order of Hon. Matthew H. Greene, Judge, a hearing will be held at New London Regional Children's Probate Court, One Union Plaza, New London, CT 06320 on April 23, 2018 at 9:15 AM on an application for Removal of Guardian of the Person concerning a certain minor child, Ambar born on January 30, 2013 to Ashley M. Rivera Toro and Juan Carlos Mejias Feliciano. The Court's decision will affect your interest, if any, as in said application on file more fully appears.

**RIGHT TO COUNSEL:** If the above-named person wishes to have an attorney, but is unable to pay for one, the Court will provide an attorney upon proof of inability to pay. Any such request should be made immediately by contacting the court office where the hearing is to be held.

By Order of the Court

AD#13674685  
 Fall River Herald 04/04/2018

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 Commonwealth of Massachusetts  
 The Trial Court  
 Probate and Family Court  
 Bristol Probate and Family Court  
 Office of Register Suite 240  
 40 Broadway Street  
 Taunton, MA 02780  
 (508) 977-6040  
 Docket No. BR18P012EA

**CITATION ON PETITION FOR FORMAL ADJUDICATION**

Estate of: Robert F Moniz  
 Date of Death: 12/19/2017

To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Lydia Moniz of Swansea MA, requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Lydia Moniz of Swansea MA be appointed as Personal Representative of said estate to serve on the bond in an unsupervised administration.

**IMPORTANT NOTICE**  
 You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 05/11/2018.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

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

**WITNESS, Hon. Katherine A. Field, First Justice of this Court.**

Date: March 12, 2018

AD#13671884

FR-N 04/04/2018

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
**NOTICE OF COMMUNITY OUTREACH MEETING**

TO: All interested public groups and individuals

WHERE: Comfort Inn & Suites, 390 Airport Rd., Fall River, MA 02720 - RM1017

In accordance with the provisions of the Cannabis Control Commission's final regulations 925 CMR - 123, this meeting notice is to inform the public that Northeast Alternatives, Inc. (NEA) intends to hold a community outreach meeting for purposes of addressing the following agenda items:

i. The type(s) of Marijuana Establishment to be located at 999 William Canning Boulevard, Fall River, MA 02172;

ii. Information to demonstrate that the location will be maintained securely;

iii. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;

iv. A plan by the Marijuana Establishment to positively impact the community;

v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and

vi. Open Q & A

AD#13675453

FR-N 4/4/18

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 COMMONWEALTH OF MASSACHUSETTS  
 The Trial Court  
 Probate and Family Court  
 Office of the Register Suite 240  
 40 Broadway Street  
 Taunton, MA 02780  
 Docket No. BR18P0360GD

**CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO M.G.L. c. 190B, §-304**

In the matter of: Antonio Benfeto  
 Of: Fall River, MA

**RESPONDENT**  
 Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by Lucinda J. Benfeto of Fall River, MA in the above captioned matter alleging that Antonio Benfeto is in need of a Guardian and requesting that Lucinda J. Benfeto of Fall River, MA (or some other suitable person) be appointed as Guardian to serve Without Surety on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 04/20/2018. This day is NOT a hearing date, but a deadline by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**IMPORTANT NOTICE**  
 The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

**WITNESS, Hon. Katherine A. Field, First Justice of this Court.**

Date: March 16, 2018

AD#13672652

FR-N 04/04/2018

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
**NOTICE OF COMMUNITY OUTREACH MEETING**

1436 PLEASANT STREET, FALL RIVER

Notice is hereby given that The Haven Center, Inc. will hold a Community Outreach Meeting on April 10, 2018 at The Fall River Public Library, Robert J. Nagle Room, 104 North Main Street, Fall River, MA 02720 between 6:00-7:30 PM to discuss the proposed siting of an Adult Use Marijuana Establishment in the City of Fall River. The Haven Center, Inc. intends to apply for a license to operate for one or more of the following Adult-Use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; Marijuana Retailer or Marijuana Transporter, to be located at 1436 Pleasant Street, Fall River in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Plans to be discussed at the meeting will include, but not be limited to: the type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address; Plans for maintaining a secure facility; Plans to prevent diversion to minors; Plans to positively impact the community; and Plans to ensure the establishment will not constitute a nuisance to the community interested members of the community are encouraged to ask questions and receive answers from The Haven Center's representatives about The Haven Center's proposed facility and operations. A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the City Clerk, the Planning Board, and Corporation Counsel of Fall River. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment; owners of land directly opposite or on the same street or way; and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

AD#13675925

FR-N 4/4/18

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 Commonwealth of Massachusetts  
 The Trial Court  
 Probate and Family Court  
 Office of the Register Suite 240  
 40 Broadway Street  
 Taunton, MA 02780  
 Docket No. BR18P0360GD

**CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO M.G.L. c. 190B, §-304**

In the matter of: Antonio Benfeto  
 Of: Fall River, MA

**RESPONDENT**  
 Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by Lucinda J. Benfeto of Fall River, MA in the above captioned matter alleging that Antonio Benfeto is in need of a Guardian and requesting that Lucinda J. Benfeto of Fall River, MA (or some other suitable person) be appointed as Guardian to serve Without Surety on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 04/20/2018. This day is NOT a hearing date, but a deadline by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**IMPORTANT NOTICE**  
 The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

**WITNESS, Hon. Katherine A. Field, First Justice of this Court.**

Date: March 16, 2018

AD#13672652

FR-N 04/04/2018

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 1751 SOUTH MAIN STREET, FALL RIVER

South End Liquors, LLC, d/b/a South End Liquors has filed an application to transfer an All Alcohol Packaging Store License to NEN Liquors, Inc., d/b/a South End Liquors. The description is as follows: 8 rms on 1st fl of a 3 story bldg, storage in 6 rms and 1st fl w redemptum ct. The property is located at 1751 South Main Street.

A hearing will be held on the application on Wednesday, April 18, 2018 at 5:00 P.M. in the first floor hearing room of One Government Center. Written objections to granting the transfer will be received at the time of the hearing.

**LICENSING BOARD**

JOHN E. SALLINO, CHAIRMAN  
 THERESA ESPOSITO, COMMISSIONER  
 ERIC SANTOS, COMMISSIONER

AD#13674966

FR-N 4/4/18

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 441 TUCKER STREET, FALL RIVER

Yuan Da, Inc., d/b/a Super Buffet 2000 has filed an application to transfer a Beer & Wine Consumable Voluntary License to Qiu Jian Inc., d/b/a Super Buffet 2000. The description is as follows: Kitchen and one room on 1st floor of a 1 story bldg, storage in separate room. The property is located at 441 Tucker Street.

A hearing will be held on the application on Wednesday, April 18, 2018 at 5:00 P.M. in the first floor hearing room of One Government Center. Written objections to granting the transfer will be received at the time of the hearing.

**LICENSING BOARD**

JOHN E. SALLINO, CHAIRMAN  
 THERESA ESPOSITO, COMMISSIONER  
 ERIC SANTOS, COMMISSIONER

AD#13674969

FR-N 4/4/18

Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 Commonwealth of Massachusetts  
 The Trial Court  
 Probate and Family Court  
 Office of Register Suite 240  
 40 Broadway Street  
 Taunton, MA 02780  
 (508) 977-6040  
 Docket No. BR18P0490GD

**NOTICE AND ORDER: Petition for Appointment of Guardian of a Minor**  
 In the interests of: Dominik Santamaria Rubio of: Fall River, MA  
 Minor

**NOTICE TO ALL INTERESTED PARTIES**  
 1. Hearing Date/Time: A hearing on a Petition for Appointment of Guardian of a Minor was held on 02/29/2018 by Juliana Rubio Fernandes of New Bedford, MA will be held on 06/04/2018 08:30 Guardianship of Minor Hearing. Located 505 Pleasant Street, New Bedford, MA

2. Response to Petition: You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you must file the response with the Court, and Mail a copy to all interested parties at least five (5) business days before the hearing.

3. Counsel for the Minor: The minor (or an adult on behalf of the minor) has the right to request that counsel be appointed for the minor.

4. Counsel for Parents: If you are a parent of the minor child who is the subject of this proceeding you have a right to be represented by an attorney. If you want an attorney and cannot afford to pay for one and if you give proof that you are indigent, an attorney will be assigned to you. Your request for an attorney should be made immediately by filing out the Application of Appointment of Counsel form. Submit the application form in person or by mail at the court location where your case is going to be heard.

5. Presence of the Minor at Hearing: A minor child over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests.

**THIS IS A LEGAL NOTICE:** An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice.

Date: March 14, 2018

AD#13671431

FR-N 04/04/2018

Legal Notices	Legal Notices
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Legal Notices	Legal Notices
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**LEGAL NOTICE**  
 Commonwealth of Massachusetts  
 The Trial Court  
 Probate and Family Court  
 Bristol Probate and Family Court  
 Office of Register Suite 240  
 40 Broadway Street  
 Taunton, MA 02780  
 (508) 977-6040  
 Docket No. BR18P0133EA

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

In the matter of: Francis Lowney  
 Of: Fall River, MA

**RESPONDENT**  
 (Person to be Protected/Minor)

To the named Respondent and all other interested persons, a petition has been filed by St. Anne's Hospital of Fall River, MA in the above captioned matter alleging that Francis Lowney is in need of a Conservator or other protective order and requesting that Jonathan Sprin, Esq. Of Waltham, MA (or some other suitable person) be appointed as Conservator to serve Without Surety on the bond.

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

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 04/19/2018. This day is NOT a hearing date, but a deadline by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**IMPORTANT NOTICE**  
 The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

**WITNESS, Hon. Katherine A. Field, First Justice of this Court.**

Date: March 27, 2018

AD#13675561

FR-N 04/04/2018

With enough hope and help, this light will change.

MDA is making bold inroads and gaining greater understanding of muscular dystrophy. With your help, we're providing the best and the brightest hope for all of Jerry's Kids and their families.

1.866.572.4717  
[www.mda.org](http://www.mda.org)

**MDA**  
 Helping Jerry's Kids





Dear CCC Representative,

I attest that on April 6, 2018 (7 days before our actual meeting), Northeast Alternatives sent via certified mail, 37 letters of notification to all neighbors who live within 300 feet of our facility.

Here is a copy of paste of the contents of the letter:

**Recipient Name**

TO: All Neighbors Within 300 Feet of 999 William Canning Blvd.  
WHEN: April 13, 2018, 1:30-3:00pm EST  
WHERE: Comfort Inn & Suites, 360 Airport Rd., Fall River, MA 02720 – RM#317

In accordance with the provisions of the Cannabis Control Commission's final regulations (935 CMR – 121), this meeting notice is to inform you that Northeast Alternatives, Inc. (NEA) intends to hold a community outreach meeting for purposes of addressing the following agenda items:

- i. The type (s) of Marijuana Establishment to be located at 999 William Canning Boulevard, Fall River, MA 02172;
- ii. Information to demonstrate that the location will be maintained securely;
- iii. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
- iv. A plan by the Marijuana Establishment to positively impact the community;
- v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- vi. Open Q & A

We look forward to meeting you and answering any and all questions you may have.  
Best,

*Chris Harkins*

Chris Harkins  
CEO, Northeast Alternatives, Inc.



Best,

*Rich Rosier*

Rich Rosier,  
CRO, Northeast Alternatives, Inc.

**Order #102689299**

Order Date: April 4, 2018

Account: rrosierjr

**Order Total: \$276.39****Billing Address****Mr. Rich H Rosier Jr****RHRJR****12 Benjamin Kidder Ln****Bedford MA 01730-1662****United States****T: 781-354-9719****Payment Method****Credit Card****Credit Card Type:**

MasterCard

**Credit Card Number:**

XXXX-8970



Complete



In progress



Attention

Job ID: 2225392

Requested Fulfillment Date: 4/6/2018

Product Information	Actual Fulfillment Date	Quantity	Subtotal	Status
<b>Certified Mail - Letter in a #10 Envelope</b> Product SKU: DA41-P  <i>Product Type: Certified Letter 8.5 X 11</i> <i>Paper Type: White 24#</i> <i>Print Color: Full Color</i> <i>Print Options: Printing One Side</i> <i>Mail Class: Cert. W/Electronic Return Receipt</i> <i>Production Time: Next Day</i> <i>Base Document Name: FR Meeting Notice Letter To Neighbors_2</i> <i>Job Address List Name: Abutters</i>  Production Cost for 37 Pieces:\$75.85  Certified Mail Automated Letter w/ electronic rtn rcpt. Postage for 22 Pieces: \$119.24 Certified Mail Unsorted Letter w/ electronic rtn rcpt. Postage for 15 Pieces: \$81.30 Postage for 0 Pieces: \$0.00	4/6/2018 Mailed via USPS	37	\$276.39	
<b>Order Sub Total: \$276.39</b>				
<b>Invoice Subtotal: \$276.39</b>				
<b>Total Invoice: \$276.39</b>				



Dear CCC Representative,

I attest that on April 13, 2018 from 1:30-3:00pm I represented Northeast Alternatives, Inc. in executing our Community Outreach Meeting at the Comfort Inn & Suites at 360 Airport Rd., Fall River, MA 02720.

The meeting was attended by neighbors and we went through a formal slide deck (included in RFI response) that addressed the following:


- i. The type (s) of Marijuana Establishment to be located at 999 William Canning Boulevard, Fall River, MA 02172;
- ii. Information to demonstrate that the location will be maintained securely;
- iii. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
- iv. A plan by the Marijuana Establishment to positively impact the community;
- v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- vi. Open Q & A

Several questions were asked by the people in attendance and all questions were answered satisfactorily.

Best,

*Rich Rosier*

Rich Rosier  
Chief Revenue Officer (CRO)



## NORTHEAST ALTERNATIVES, INC. (NEA)

COMMUNITY OUTREACH MEETING FOR A  
PROPOSED ADULT-USE MARIJUANA ESTABLISHMENT  
APRIL 13, 2018

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### Who We Are

NORTHEAST ALTERNATIVES, INC. ("NEA") is committed to CULTIVATING, PRODUCING AND DISPENSING consistent, high-quality, tested adult use cannabis and cannabis products in the Commonwealth of Massachusetts.

NEA will CULTIVATE, PRODUCE AND DISPENSE a variety of cannabis strains, extractions, and Marijuana Infused Products (MIPs) in accordance with M.G.L. Ch. 94G and the Cannabis Control Commission's (CCC) Regulations at 935 CMR 500.000 *et seq.*

NEA has assembled an experienced team of professionals with a diverse set of talents to operate Marijuana Cultivation, Marijuana Product Manufacturing, and Marijuana Retailing facilities.

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### CHRIS HARKINS

CHIEF EXECUTIVE OFFICER (CEO)

CHRIS HARKINS has extensive experience in Real Estate Development and Private Equity. Chris has worked for over 20 years as the founder and CEO of a real estate development company serving the Southern New England markets. He was a founding principal in a private equity business with assets under management over 30 million dollars.

Chris has a diverse skill set and experience in sales, marketing, government relations, acquisitions, deal flow, quality assurance programs and debt, equity and mezzanine financing. In addition to formulating the overall business vision, values and leadership, his responsibilities will also include overseeing the acquisition of all real estate and directing the design, planning and construction of all facilities. In addition, he will work closely with the state and local governments to ensure a successful and orderly approval process as well as ongoing relationships and compliance. He has his undergraduate degree from University of Massachusetts.



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## RICH ROSIER

**CHIEF REVENUE OFFICER (CRO)**

RICH ROSIER is both a former senior executive and successful entrepreneur. An expert in leadership, Rich has advised and coached global leaders and executive teams from a variety of industries and size of businesses to enhance their leadership effectiveness and overall business results. His leadership experience includes P&L responsibility for multiple business units as well as global sales and marketing functions.

Rich has partnered with thought leaders including Peter Drucker, Michael Porter, Jack Welch and Carla Harris to name a few. His areas of expertise include strategy, leading change, innovation and execution as well as identifying top talent and building high-performance cultures. He is the author of multiple books and articles including the Sloan Management Review article, "Leading in Unnerving Times" with Warren Bennis. He holds a BA in American History from the University of Michigan.

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## KYLE BISHOP

**CHIEF OPERATING OFFICER (COO)**

KYLE BISHOP has over 17 years of cannabis operations experience. Kyle has managed a 140,000 SQ FT warehouse as well as hundreds of employees with as many as 20 direct reports. In addition, he has designed, built, furnished, and trained staff for the renowned 200,000 SQ FT warehouse "The Mother Ship" at Native Roots from 2014-2017. While managing the facility, it was awarded one of the "Top 100 Best Workplaces" in CO in 2016 and 2017. He has achieved a perfect compliance track record in CO his entire career as well as a 100% track record producing ten's of thousands of pounds per year with zero violations on pesticides and microbial tests required by CO state law.

Kyle has won 15 Cannabis Awards including many High Times Cannabis Cups from 2010-2017 for both cultivation and extracts. He has consulted for many large companies on grow design, staffing strategies and successful management focusing on scalability. He graduated from Fort Lewis College in 2009 with a focus on Ethnobotany and Finance.

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## ZAC COOPER

**CHIEF PRODUCTION OFFICER (CPO)**

ZAC COOPER is a distinguished leader within the cannabis industry with over 12 years of cannabis cultivation expertise. Zac has gained unparalleled experience from the ground up, managing small grow operations as a caregiver in 2005; to large scale commercial cultivation, managing 200,000 SQ FT with over 80 growers in 2014. Zac has overseen the successful cultivation of over 30,000 pounds of high quality cannabis flower in CO.

From 2014 to 2017, Zac served as Director of Operations for Native Roots' 200,000 SQ FT cultivation facility, excelling in the development and standardization of SOPs for cultivation, IPM, facilities operation, instrument use, and compliance. Native Roots was awarded numerous awards during this time for cultivation and extraction, including "Top 100 Best Workplaces" in CO two years in a row (2016-2017). He holds a BA in Psychology with a minor in Business.

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## Marijuana Studies and Research

- In January 2017, the Colorado Department of Public Health and Environment released a comprehensive report on marijuana use patterns that found that **past-month marijuana use by adolescents in Colorado has not changed since adult use marijuana legalization** either in terms of the number of adolescents using or frequency of use among and that **past-month use among Colorado adolescents is nearly identical to the national average.** <sup>1</sup>
- According to U.S. Department of Health and Human Services' 2016 National Survey on Drug Use and Health, **the percentage of adolescent marijuana users decreased after states like Colorado and Washington began to legalize adult use marijuana in 2014.** <sup>2</sup>
- According to a report on marijuana legalization published by the Colorado Department of Public Safety in March 2016, **property and violent crime rates were lower in 2014 compared to years prior to adult use marijuana legalization.** <sup>3</sup>
- A study published in the *American Journal of Public Health* in August 2017 found that, three years after adult use marijuana legalization, **motor vehicles crash fatality rates for Washington and Colorado did not increase compared to states without adult use marijuana legalization.** <sup>4</sup>
- According to a study published in *Real Estate Economics* in September 2017, after Colorado legalized adult use marijuana sales in 2014, **single family residences in the city of Denver that are close to an adult use marijuana establishment increased in value by approximately 8% compared to houses that are located slightly farther away.** <sup>5</sup>

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## Cannabis Control Commission (CCC) Adult-Use Marijuana Establishment Application Process

On April 15, 2018, the CCC will begin accepting applications for all adult use marijuana establishment license types from certified Registered Marijuana Dispensary (RMD) or Economic Empowerment Priority Applicants.

On May 1, 2018, the CCC will begin accepting applications for adult use cultivation, microbusiness, craft cooperative licenses from non-Priority applicants.

On June 1, 2018, the CCC will begin accepting applications for adult use retail, product manufacturer and transport licenses from non-Priority applicants.

All applicants must submit: (1) an Application of Intent packet; (2) a Background Check packet; and (3) a Management and Operations Profile packet.



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## Cannabis Control Commission (CCC) Adult-Use Marijuana Establishment Application Process

(Cont.)

As part of the Application of Intent submission, applicants are required to conduct a community outreach meeting within the six months prior to the application submission.

Once a complete application is submitted, the CCC will grant or deny a provisional license within 90 days.

The provisional licensee's architectural plans must then be approved by the CCC to enable the applicant to begin construction or renovation of the facility.

The CCC will then conduct a series of on-site inspections before issuing the applicant a final license to operate.



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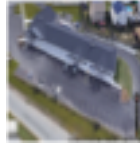
## The Proposed Marijuana Establishment Facility

NEA proposes to locate a Marijuana Cultivation, Product Manufacturing and Retail facility at 999 William S. Canning Blvd., Fall River, MA 02721.

This address meets the City of Fall River's medical and adult-use marijuana zoning laws.

In accordance with the CCC's regulations set forth in 935 CMR

500.110(3), the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.



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## The Marijuana Establishment Facility (Cont.)

- Within the facility, NEA will allocate the following SQ FT to its operations:

- 7,200 SQ FT to Cultivation
- 1,400 SQ FT to Retail
- 2,000 SQ FT to Office Space

- NEA will apply for all state and local permits and approvals required to operate a Marijuana Cultivation, Product Manufacturing and Retail at

the property, and will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.



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## RETAIL SALES

- Medical and adult-use sales will have a physical separation in the dispensary. Only individuals 21 years of age or older will be able to access the adult use sales area, and a separate line for medical marijuana sales will be available for registered patients.
- In addition, a private area separate from the sales area will also be provided for confidential patient consultations, and NEA will also maintain a sufficient supply of marijuana product that is specifically reserved for medical marijuana patients.
- NEA's marijuana and marijuana products available for sale will be obtained only from other licensed Marijuana Establishments in the Commonwealth and will be tested by a licensed Independent Testing Laboratory for cannabinoid content and contaminants.
- All marijuana and marijuana products will be sold in plain, resealable, and tamper or child-resistant packaging that is labeled in compliance with the CCC's detailed labeling requirements in 935 CMR 500.105(5).
- NEA will not sell more than one (1) ounce of marijuana flower or five (5) grams of concentrate to a consumer per transaction, and no marijuana products available for sale will contain nicotine or alcohol.
- Educational materials on a range of topics including, but not limited to, side effects, strains and methods of administration, dosage and substance abuse, will be available.

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## CULTIVATION AND/OR PRODUCT MANUFACTURING

- NEA's marijuana and marijuana products will be tested by a licensed independent Testing Laboratory for cannabinoid content and biological and chemical contaminants prior to sale.
- The environmental media (soils, solid growing media and water) used for cultivation will also be tested for contaminants by an independent testing lab.
- NEA will also satisfy the minimum energy efficiency and equipment standards established by the CCC to reduce energy and water usage and mitigate environmental impacts.
- NEA's edible marijuana products will be prepared, handled and stored in accordance with *Good Manufacturing Practices for Food* and requirements for food handlers, including on food-grade stainless steel tables, and packaged in a secure area.
- All marijuana flower, concentrates, extracts and edible products will be packaged and labeled in compliance with the CCC's strict regulations.

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## Security



- NEA has contracted with a professional security and alarm company to design, implement and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.
- NEA's state-of-the-art security system consists of a perimeter on all exit and entry points and perimeter windows, as well as duress, panic, or hold-up alarms connected to local law enforcement for efficient notification and response in the event of a security threat.
- The system also includes a failure notification system that immediately alerts the executive management team if a system failure occurs.
- A back-up alarm system or alternate safeguards is installed to ensure continuous operation of the security system.
- Interior and exterior HD video surveillance in all areas that contain marijuana, entrances, exits, and parking lots is operational 24/7 and available to the City of Fall River Police Department. These surveillance cameras will remain operational even in the event of a power outage.

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## Security (Cont.)

- The exterior of the facility and the surrounding area is sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.
- Only NEA's registered agents and other lawful visitors (e.g. contractors, vendors) are authorized to access the facility, and a visitor log will be maintained in perpetuity.
- All agents and visitors will be required to visibly display an ID badge, and NEA will maintain a current list of individuals with access.
- On-site consumption of marijuana will be prohibited.
- NEA will have security personnel on-site during business hours and non-business hours.

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### Preventing Diversion to Minors

- NEA's trained dispensary agents will ensure that only consumers 21 years of age or older with a verified and valid, government-issued photo ID will be permitted to enter the dispensary and purchase adult use marijuana.
- In the event NEA discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the CCC will be promptly notified.
- NEA will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to, or portray minors under 21 years of age.
- NEA will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- Any marketing, advertising and branding materials for public viewing will include a warning stating **"For use only by adults 21 years of age or older. Keep out of the reach of children."**
- NEA's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.
- NEA will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.

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### Plan to Avoid Creating a Nuisance to the Community

- All litter and waste will be properly disposed of to minimize the development of odor and the potential for attracting pests.
- NEA will not use radios or loud speaker equipment for the advertising of marijuana.
- No marijuana or marijuana products will be clearly visible to a person from the exterior of NEA's facility or delivery vehicles.
- NEA will not engage in any advertising or marketing practices using public or private vehicles or public transportation venues.
- NEA will not install any neon or illuminated signage that does not comply with local ordinances or is illuminated more than 30 minutes before sundown until closing.
- NEA will comply with all reasonable special permit conditions required by the City of Fall River and will work diligently and in good faith to address any reasonable nuisance concerns brought to its attention by members of the community.
- No consumption of marijuana or marijuana products will occur on NEA's premises by customers, patients, employees or visitors.
- To the extent reasonably practicable, NEA will pre-package its retail products, as well as use carbon filtration and other air ventilation procedures to minimize potential odors.


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### Benefits to the City of Fall River

NEA looks forward to working cooperatively with City of Fall River (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 57.1% of the vote) to ensure that NEA operates as a responsible, contributing member of the City of Fall River community. NEA anticipates establishing a mutually beneficial relationship with the City of Fall River in exchange for permitting NEA to site and operate in Fall River. Fall River stands to benefit in various ways, including but not limited to the following:

- JOBS:** NEA anticipates creating approximately 24 contractors and vendors (over \$1.5M).
- MONETARY BENEFITS:** A Host Community Agreement with significant monetary donations will provide Fall River with additional revenue for public safety and local organizations.
- ACCESS TO QUALITY PRODUCT:** NEA will allow qualified consumers in the Commonwealth to have access to products that are high-quality and tested for quality and content and contaminants.
- CONTRIBUTION TO THE CITY OF FALL RIVER:** NEA will have oversight over NEA's security systems and processes.
- RESPONSIBILITY:** NEA is comprised of experienced professionals who have been thoroughly background checked and scrutinized by the CCC.

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### Question and Answer Period

WE ENCOURAGE MEMBERS OF THE COMMUNITY TO ASK  
QUESTIONS AND RECEIVE ANSWERS FROM NEA'S  
REPRESENTATIVES.

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## **Plan to Positively Impact Areas of Disproportionate Impact**

### **Overview**

Northeast Alternatives, Inc. (“NEA”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is NEA's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

As NEA expands, NEA’s goal will be to hire a diverse, qualified talent pool that if available currently reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. NEA will also strive to maintain a staff comprised of at least 10% of individuals that have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise. In alignment with NEA’s Diversity Plan, NEA will focus hiring and education efforts on diverse populations including individuals from Black, African American, Hispanic or Latino descent.

### **Continuing Efforts**

To provide continuing service and reinvestment into areas of disproportionate impact, NEA is committed to programming, restorative justice, jail diversion, workforce development, industry-specific technical assistance, and mentoring services in areas of disproportionate impact. NEA is committed to hosting and participating in events that will support Fall River, MA and other areas of disproportionate impact such as community service days, charity events, and educational seminars. NEA will encourage participation by all employees in community service days. Each community service day will be organized with a charitable or local organization in an area of disproportionate impact. Further plans to positively affect areas of disproportionate impact may include the following:



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

mass.gov/dor

Letter ID: L0855167104  
Notice Date: April 4, 2018  
Case ID: 0-000-299-959



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JEFFREY JOHNSON  
NORTHEAST ALTERNATIVES, INC.  
881 E 2ND ST UNIT 16  
BOSTON MA 02127-2469

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

The Commissioner of Revenue certifies that, as of the date of this certificate, NORTHEAST ALTERNATIVES, INC. 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

Minimum Fee: \$35.00

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

**Articles of Organization**

(General Laws, Chapter 180)

**Identification Number:** 001251472

**ARTICLE I**

The exact name of the corporation is:

NORTHEAST ALTERNATIVES, INC.

**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED AND AT ALL TIMES SHALL BE OPERATED EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, CIVIC, RELIGIOUS, LITERARY, OR EDUCATIONAL PURPOSES PURSUANT TO MGL CHAPTER 180 § 4.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

MAY BE SET FORTH IN THE BY-LAWS.

**ARTICLE IV**

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

*(If there are no provisions state "NONE")*

THE CORPORATION IS ORGANIZED SOLELY FOR THE FURTHERANCE OF ITS NONPROFIT PURPOSES. THE NET EARNINGS OF THE NONPROFIT SHALL NOT INURE TO THE BENEFIT OF ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSON OR BE DISTRIBUTABLE THERETO; HOWEVER, REASONABLE COMPENSATION MAY BE PAID, AT THE AUTHORITY OF THE CORPORATION, FOR SERVICES RENDERED AND PAYMENTS AND DISTRIBUTIONS MAY BE EXECUTED IN FURTHERANCE OF THE NONPROFIT PURPOSES OF THE CORPORATION. IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS, THE BOARD OF DIRECTORS SHALL DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSE OF THE CORPORATION, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINED. THE CORPORATION'S OFFICERS AND DIRECTORS SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR A BREACH OF FIDUCIARY DUTY, OR ARISING

NG THEREOF, AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. HOWEVER, TO THE EXTENT THAT APPLICABLE LAW IMPOSES LIABILITY, THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. TO THE EXTENT LEGALLY PERMISSIBLE, THE CORPORATION SHALL INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED—AT ANY TIME—AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES WITHOUT LIMITATION, WHICH SHALL INCLUDE, INTER ALIA, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY. HOWEVER, NO INDEMNIFICATION WILL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER IN WHICH THE INDIVIDUAL SHALL HAVE BEEN FINALLY ADJUDICATED TO HAVE NOT ACTED IN GOOD FAITH WITH THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION IN ANY PROCEEDING. FURTHER, A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING SHALL APPROVE ANY COMPROMISE OR SETTLEMENT PAYMENT THERETO. THE INDEMNIFICATION HEREUNDER PROVIDED WILL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, AND ADMINISTRATORS OR OTHER INDIVIDUALS ENTITLED TO INDEMNIFICATION. UNDER THE AUTHORITY OF THIS ARTICLE, THE RIGHT OF INDEMNIFICATION SHALL BE IN ADDITION TO—NOT EXCLUSIVE OF—ALL OTHER RIGHTS TO WHICH ANY INDIVIDUAL MAY BE ENTITLED. AS BETWEEN THE CORPORATION AND ITS INDEMNIFIED OFFICERS AND DIRECTORS, THIS ARTICLE CONSTITUTES A CONTRACT. AMENDMENTS TO OR REPEALS OF THE PROVISIONS OF THIS ARTICLE THAT ADVERSELY AFFECT THE RIGHTS OF AN INDEMNIFIED OFFICER OR DIRECTOR SHALL NOT APPLY TO ANY SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS THAT OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

*Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.*

**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**ARTICLE VII**

The information contained in Article VII is not a permanent part of the Articles of Organization.

**a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:**

No. and Street:	<u>881 E 2ND STREET</u>		
	<u>#16</u>		
City or Town:	<u>BOSTON</u>	State: <u>MA</u>	Zip: <u>02127</u> Country: <u>USA</u>

**b. The name, residential street address and post office address of each director and officer of the corporation is as follows:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code	<b>Expiration of Term</b>
PRESIDENT	CHRISTOPHER HARKINS	115 BAYSIDE AVE. PORTSMOUTH, RI 02871 USA 115 BAYSIDE AVE. PORTSMOUTH, RI 02871 USA	Until successors are duly elected and qualified
TREASURER	JEFFREY JOHNSON	881 E 2ND STREET #16 BOSTON, MA 02127 USA 881 E 2ND STREET #16 BOSTON, MA 02127 USA	Until successors are duly elected and qualified
CLERK	JEFFREY JOHNSON	881 E 2ND STREET #16 BOSTON, MA 02127 USA 881 E 2ND STREET #16 BOSTON, MA 02127 USA	Until successors are duly elected and qualified
DIRECTOR	ANDY PELOQUIN	38 GELINAS AVE. NORTHBRIDGE, MA 01534 USA 38 GELINAS AVE. NORTHBRIDGE, MA 01534 USA	Until successors are duly elected and qualified
DIRECTOR	CHRISTOPHER HARKINS	115 BAYSIDE AVE. PORTSMOUTH, RI 02871 USA 115 BAYSIDE AVE. PORTSMOUTH, RI 02871 USA	Until successors are duly elected and qualified
DIRECTOR	JEFFREY JOHNSON	881 E 2ND STREET #16 BOSTON, MA 02127 USA 881 E 2ND STREET #16 BOSTON, MA 02127 USA	Until successors are duly elected and qualified
DIRECTOR	JOHN HENRY	34 VINICEK AVE. MIDDLETOWN, RI 02842 USA 34 VINICEK AVE. MIDDLETOWN, RI 02842 USA	Until successors are duly elected and qualified
DIRECTOR	JARED MEEHAN	81 HILL ROAD THOMPSON, CT 06277 USA 81 HILL ROAD THOMPSON, CT 06277 USA	Until successors are duly elected and qualified

**c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:**  
December

**d. The name and business address of the resident agent, if any, of the business entity is:**

Name: BRANDON KURTZMAN, ESQ.

No. and Street: 109 STATE STREET

SUITE 404

City or Town: BOSTON State: MA Zip: 02109 Country: USA

**I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:**

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as**



**incorporator(s) this 13 Day of December, 2016.** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

VICENTE SEDERBERG, LLC 109 STATE STREET, SUITE 404 BOSTON, MA 02109 BRANDON KU  
RTZMAN, ESQ. - ATTORNEY FOR NORTHEAST ALTERNATIVES, INC.

THE COMMONWEALTH OF MASSACHUSETTS

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

December 13, 2016 11:01 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**AMENDED BY-LAWS OF NORTHEAST ALTERNATIVES, INC.**  
**A MASSACHUSETTS NON-PROFIT CORPORATION**

**ARTICLE I: General**

Section 1. Name and Purposes. The name of the Corporation is Northeast Alternatives, Inc. The purpose of the Corporation shall be as set forth in the Corporation's Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the "*Articles of Organization*"). As permitted by law, the Corporation may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a non-profit corporation formed under Chapter 180 of the General Laws of Massachusetts ("*Chapter 180*"). The Corporation shall at all times operate on a non-profit basis for the benefit of registered qualifying patients and shall ensure that revenue of the Corporation is used solely in furtherance of its non-profit purpose.

Section 2. Articles of Organization. These Bylaws (these "*Bylaws*"), the powers of the Corporation and its Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 3. Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word "Massachusetts" and the year of its incorporation.

Section 4. Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on December 31 of each year, unless otherwise determined by the Board of Directors.

Section 5. Location of Offices of Corporation. The principal office of the Corporation shall be 881 E 2<sup>nd</sup> Street, #16, Boston, MA 02127. The Board of Directors may approve a change of the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate indicating the new location with the Office of the Secretary of State of the Commonwealth of Massachusetts. The Corporation may establish and maintain offices in such other locations, within and outside of the Commonwealth of Massachusetts, as the Board of Directors may determine.

**ARTICLE II: Members**

Section 1. Identity of Initial Members. The initial members of the Corporation shall be Christopher Harkins and Jeffrey Johnson (hereinafter referred to herein as the "*Original Members*"). In the event an Original Member dies or becomes incapacitated and, at that time, the legal representative of the estate of the Original Member shall be vested with exclusive authority to appoint a substitute Member, subject to such terms and conditions, including terms and conditions with respect to voting rights, as such legal representative may determine to be appropriate at the time of such appointment.

Section 2. Additional and Substitute Members. The Original Members may increase the number of members of the Corporation and may appoint additional members and substitute members on such terms and conditions, including terms and conditions related to voting rights, as the Original Members may from time to time determine (“*Additional Members*”). Rights conferred upon an Additional Member by the Original Members, including voting rights, need not be uniform for all Additional Members. As used in these Bylaws, the term “*Member(s)*” shall refer only to the Original Members (including their substitute Member described in Section 1 of this Article), unless and until the Original Members act to designate one or more Additional Members as specified in these Bylaws, at which time the term “*Member(s)*” shall refer to the Original Members and the Additional Members collectively.

Section 3. Tenure. Unless a different term is designated at the time an Additional Member is admitted by the Original Members, for so long as a Member continues to comply with the qualifications, rules and regulations applicable to Membership as shall be established from time to time by the Members, each such Member shall continue to be a Member in good standing until such Member dies, resigns, withdraws, dissolves, becomes incapacitated or disqualified.

Section 4. Resignation. Any Member may resign by delivering a written resignation to the President or Clerk of the Corporation, to the Board of Directors, or to the principal office of the Corporation. Such resignation shall be effective upon receipt (unless specified to be effective at another time), and acceptance thereof shall not be necessary to make it effective; *provided, however,* that the non-resigning Members may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning Member in his, her, or its resignation.

Section 5. Annual Meeting. The annual meeting of the Members shall be held on such day and at such hour as may be named in the notice of such meeting designated by the Members. In the event that the annual meeting is not held on such date, a special meeting in lieu thereof may be held with all of the force and effect of an annual meeting.

Section 6. Special Meetings. Special meetings of the Members may be called by the Members, the President or by a majority of the Directors, and shall be noticed by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any other officer.

Section 7. Notice. A written notice of the date, place, and hour of all meetings stating the purposes of the meeting shall be given by the Clerk (or by any other officer) at least seven calendar (7) days before the meeting to the Members. The Members may waive notice either before or after a meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting and without notice if the Members consent to the action in writing and the written consent is filed with the records of the meetings of the Members. Such consent shall be treated for all purposes as a vote at a meeting.

Section 9. Action at Meetings; Proxy Voting Not Permitted. Except as otherwise provided by law, the Articles of Organization or these Bylaws, at all meetings of the Members, a unanimous vote of the Members then in office shall constitute a transaction of business, and the unanimous vote of the Members shall be the act of the Members. A Member may adjourn any meeting to

another time, date and place. Each Member shall be entitled to one (1) vote on any matter that comes before the Members. There shall be no voting by proxy.

Section 10. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, Members may participate in a meeting by means of a conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

Section 11. Powers of the Members. In addition to and without limiting the powers, rights and privileges the Members shall have that are afforded to “members” of a Corporation organized under Chapter 180, the Articles of Organization, these Bylaws and other applicable law, the actions and powers of the Corporation listed below shall be reserved exclusively to the Members:

- (a) Amend or amend and restate the Articles of Organization;
- (b) Adopt, amend or repeal these Bylaws;
- (c) Appointment, removal or suspension of any Director of the Corporation;
- (d) Change in the number of members of the Board of Directors of the Corporation;
- (e) Approval of any sale or other disposition of all, or substantially all, of the assets or operations of the Corporation;
- (f) Approval of any merger or consolidation of the Corporation;
- (g) Approval of any plan of dissolution of the Corporation, or other action related to dissolution or liquidation of the Corporation; and
- (h) Appointment, suspension or removal of a Member of the Corporation; and
- (i) Authorize the Corporation to enter into any agreement to do any of the foregoing.

Section 12. For any action requiring a vote of the Members under these Bylaws, in the event of a tie vote, the matter shall be resolved by a vote of the Board of Directors. In such case, a majority vote of the disinterested Directors shall function as a vote of the Members under these Bylaws.

### **ARTICLE III: Directors**

Section 1. Enumeration; Qualifications. The Corporation shall have a Board of Directors that shall serve as the governing body of the Corporation and shall have all the powers and duties of a board of directors under Massachusetts law, subject to Section 11 of Article II and Section 6 of this Article. The Board of Directors shall consist of such number of Directors as shall be determined initially by the incorporator, and thereafter by the Members (but not less than the

minimum number required by law). Directors shall possess such qualifications as may be determined by the Members.

Section 2. Election of Directors; Term of Office. Directors shall be elected by the Members at an annual meeting of the Members or at any special meeting held in lieu thereof by the affirmative vote of the Members or by unanimous written consent of the Members. Subject to other provisions of these Bylaws, unless the Members specify a different term at the time of election or appointment, each Director shall, subject to these Bylaws, serve until the next annual meeting of the Members, or special meeting held in lieu thereof, and until his or her successor is duly elected and qualified, or until he or she sooner dies, becomes incapacitated, resigns, is removed or becomes disqualified.

Section 3. Vacancies. Any vacancy at any time existing in the Board of Directors (including any newly created seats on the Board) may be filled by the Members at any meeting of the Members or by unanimous written consent of the Members. Unless the Members specify a different term at the time of election or appointment, each successor Director shall hold office for the remainder of his or her predecessor's unexpired term and until his or her successor is duly elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 4. Resignation. Any Director may resign by delivering his or her written resignation to the Corporation at its principal office, to any meeting of the Board of Directors, or to the President or Clerk of the Corporation. Such resignation shall be effective upon receipt (unless it is specified to be effective at some other time or upon the happening of some other event) and acceptance thereof shall not be necessary to make it effective unless it so states; *provided, however*, that the Board of Directors may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning Director in his or her resignation.

Section 5. Removal. A Director may be removed from office, with or without cause, by an affirmative vote of the majority of the Members. A Director may be removed for cause only after reasonable notice and opportunity to be heard prior to action thereon. For the purpose of this Section "Cause" shall mean if any director: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Department of Public Health ("DPH"); (2) is found unsuitable or unqualified to sit as director of a registered marijuana dispensary as determined by DPH pursuant to written notice to the Non-profit; or (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the Non-profit, or jeopardizes the Non-profit's ability to receive or renew a marijuana dispensary registration, as determined in a written opinion of the Non-profit's legal counsel.

Section 6. Powers. The Board of Directors shall manage, control and be responsible for oversight of the affairs and property of the Corporation, and at all times may exercise on behalf of the Corporation all lawful powers, rights and privileges of the Corporation under Chapter 180 and any other applicable law, except those powers reserved to the Members by law, the Articles of Organization or these Bylaws. The Board of Directors, in its discretion, may from time to time establish committees, appoint individuals to serve as members of any such committee, define or limit the powers and duties of any such committee, and thereafter may disband the same. The Board of Directors may delegate its powers, or a portion thereof, to committees that

either consist solely of Directors or give voting power only to Directors on any such committee, except that the Board of Directors may not delegate the powers specified in Section 55 of Chapter 156B of the Massachusetts General Laws or other actions under Massachusetts law that require action by the Board of Directors including, without limitation, the Board may not delegate the power to:

- (a) Change the location of the principal office of the Corporation;
- (b) Adopt, amend or repeal these Bylaws;
- (c) Change the number of Directors;
- (d) Appoint, elect, suspend or remove Directors or officers;
- (e) Amend or amend and restate the Articles of Organization;
- (f) Authorize any sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation;
- (g) Authorize any merger or consolidation of the Corporation; or
- (h) Authorize the dissolution of the Corporation.

Subject to these Bylaws and applicable law, the Board of Directors may authorize officers, attorneys or agents of the Corporation to act on its behalf subject to such limitations as the Board of Directors determines.

Section 7. Compensation of Directors. Directors as such shall not receive any salaries for their services on the Board of Directors, but Directors shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such services. The Corporation may reimburse Directors for reasonable expenses incurred in the performance of their duties to the Corporation as approved by the Board of Directors. A Director, solely because of being a member of the Board of Directors, shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such other service.

#### **ARTICLE IV: Meetings of the Board of Directors**

Section 1. Place. Meetings of the Board of Directors shall be held at such place within or outside of Massachusetts as may be determined by the Board and identified in the notice of any such meeting.

Section 2. Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such hour as may be determined by the Board and identified in the notice of such meeting. Special meetings of the Board may be called by the Members, the President or by a majority of the Directors, and shall be noticed by the President or the Clerk, or in the case of the death, absence, incapacity or refusal of the President or the Clerk, by the Members or any other officer.

Section 3. Notice. Unless otherwise required by law, the Articles of Organization or these Bylaws, notice of each meeting of the Board of Directors shall be given, not later than two (2)

business days before the meeting is scheduled to commence, by the President or the Clerk (or the Members or other officer as set forth in Section 1 above) and each such notice shall state the place, date and time of the meeting. Notice of each meeting may be delivered to a Director by hand or given to a Director orally (either by telephone or in person) or mailed, sent by electronic mail or sent by facsimile transmission to a Director at his residence or usual place of business. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid; if sent by electronic mail, the notice shall be deemed given when directed to an electronic mail address at which the Director has consented to receive notice; and if sent by facsimile transmission, the notice shall be deemed given when transmitted with transmission confirmed. Notice of any meeting need not be given to any Director who shall submit, either before or after the time stated therein, a signed waiver of notice or who shall attend the meeting, other than for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not lawfully called or convened. Notice of an adjourned meeting, including the place, date and time of the new meeting, shall be given to all Directors not present at the time of the adjournment, and also to the other Directors unless the place, date and time of the new meeting are announced at the meeting at the time at which the adjournment is taken.

Section 4. Quorum; Action at Meetings; Proxy Voting Not Permitted. Except as otherwise provided by law, the Articles of Organization or these Bylaws, at all meetings of the Board of Directors, a majority of the total number of Directors then in office shall constitute a quorum and the vote of a majority of the Directors present and voting at a meeting when a quorum is present shall be the act of the Board. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time, date and place. Each Director shall be entitled to one (1) vote on any matter that comes before the Board of Directors. There shall be no voting by proxy.

Section 5. Action by Unanimous Written Consent. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting and without notice if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 6. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, members of the Board of Directors or any committee thereof may participate in a meeting by means of a conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

## **ARTICLE V: Officers and Agents**

Section 1. Enumeration. The officers of the Corporation shall be a President, a Treasurer, a Clerk, and such other officers, if any, as the Board of Directors may from time to time determine. The Corporation may also have such agents, if any, as the Board of Directors may appoint from time to time and each shall have such powers as may be designated from time to time by the Board of Directors.



Section 2. Term of Office. Subject to other provisions of these Bylaws, unless the Board of Directors indicate a different term at the time of election or appointment, officers of the Corporation shall serve at the pleasure of the Board of Directors, and until their respective successors are elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 3. Qualifications. An officer of the Corporation may but need not be a Director of the Corporation. Any two (2) or more offices may be held by the same person. The Clerk shall be a resident of the Commonwealth of Massachusetts unless the Corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his or her duties to the Corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the Corporation. Officers shall meet such other qualifications as the Board of Directors may determine from time to time.

Section 4. Vacancies. Any vacancy at any time existing in any office of the Corporation may be filled by the Directors at any meeting of the Board of Directors and such successor shall serve at the at the pleasure of the Board of Directors, and until his or her successor is chosen and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 5. Resignation. Any officer or agent may resign by delivering his or her written resignation to the Corporation at its principal office, to any meeting of the Board of Directors, or to the President or Clerk of the Corporation, and such resignation shall be effective upon receipt (unless it is specified to be effective at some other time or upon the happening of some other event) and the acceptance thereof shall not be necessary to make it effective unless it so states; *provided, however*, that the Board of Directors may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning officer in his or her resignation.

Section 6. Removal. The Board of Directors may remove any officer, with or without cause, by the affirmative vote of not less than a majority of the total number of Directors then in office at any regular meeting or special meeting of the Board of Directors. An officer may be removed for cause only after reasonable notice and opportunity to be heard prior to action thereon. Each agent appointed by the Board shall retain his or her authority at the pleasure of the Board of Directors and each agent so appointed may be removed, with or without cause, at any time by the Board of Directors.

Section 7. President. The President shall be the chief executive officer of the Corporation and as such shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation may be signed on its behalf by the President or such other persons as may be authorized from time to time by the Board of Directors. The President shall also have such other powers and duties as customarily belong to the office of the chief executive or as may be designated from time to time by the Board of Directors. The President shall be responsible for the administration of the Corporation in all its activities subject to such policies as may be adopted and such orders as may be issued

by the Board of Directors from time to time, or by any committees of the Board to which the authority for such action has been specifically delegated.

Section 8. Treasurer. The Treasurer shall have such powers and duties as customarily belong to the office of Treasurer or as may be designated from time to time by the Board of Directors. The Treasurer shall have the power to endorse for deposit or collection all notes, checks, drafts and similar documents that are payable to the Corporation or its order, provided that the Treasurer shall not deposit any funds of the Corporation in any banking institution unless such institution has been designated as a depository by a vote of the majority of the members of the Board of Directors, exclusive of any Director who is an officer or Director of the depository so designated. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation may be signed on its behalf by the Treasurer or such other persons as may be authorized from time to time by the Board of Directors.

Section 9. Clerk. The Clerk shall record all proceedings of the Members and the Board of Directors in a book or books to be kept therefor and shall have custody of the seal of the Corporation. If the Clerk is absent from any meeting of the Board of Directors, a temporary Clerk shall be chosen at the meeting who shall keep a true record of the proceedings thereof.

Section 10. Additional Powers and Duties. Each officer shall, subject to these Bylaws and to any applicable provisions of law and the Articles of Organization, have, in addition to the duties specifically set forth in these Bylaws, such duties and powers as are customarily incident to such officer's office and such additional duties and powers as the President or the Directors may from time to time designate.

Section 11. Compensation of Agents and Employees. The Corporation may pay compensation in reasonable amounts to its officers, agents and employees for services rendered, such amount to be fixed by the Board of Directors, or, if the Board of Directors delegate power to any officer or officers, then by such officer or officers; *provided, however*, any such officer or officers authorized by the Board of Directors to fix compensation may not be authorized to fix his or her own compensation. The Directors may require officers, agents or employees to give security for the faithful performance of their duties.

## **ARTICLE VI:        Inspection of Records**

Books, accounts, documents and records of the Corporation shall be open to inspection by any Director for any proper purpose during the usual hours of business. The original, or attested copies, of the Articles of Organization, these Bylaws and records of all meetings and actions of the Members, the Board of Directors and its committees, and records which shall contain the names of all Directors and their record addresses, shall be kept in the Commonwealth of Massachusetts at the principal office of the Corporation, or at an office of the Clerk, attorney of record or the resident agent, if any, of the Corporation.

## **ARTICLE VII: Execution of Instruments; Evidence of Authority**

Section 1. Checks, Notes, Drafts and Other Instruments. Unless the Board of Directors shall otherwise generally or in any specific instance authorize: (i) all checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the name of the Corporation shall be signed by the President or the Treasurer of the Corporation or such other officers and/or agents as shall be authorized to do so from time to time by the Board of Directors; and (ii) contracts, leases, transfers, conveyances, deeds, notes, bonds and all other written instruments shall be signed in the name and on behalf of the Corporation by the President or the Treasurer of the Corporation or such other officers and/or agents as shall be authorized to do so from time to time by the Board of Directors, and such person or persons so signing such instrument may also seal, acknowledge, and deliver the same. Any instrument purporting to affect an interest in real estate, executed in the name of the Corporation, shall be executed by any two (2) officers of the Corporation, at least one of whom shall be the President or the Treasurer of the Corporation and shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provisions of the Articles of Organization, Bylaws, resolutions or votes of the Corporation.

Section 2. Evidence of Authority. A certificate executed by the Clerk, an assistant clerk or a temporary clerk as to any action taken by the Board of Directors, or any officer or representative of the Corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action.

## **ARTICLE VIII: Conflict of Interest; Transactions with Interested Parties**

Section 1. Conflict of Interest Policy. All Directors, officers and other persons in a position of significant authority designated by the Board of Directors or the President of the Corporation shall adhere to such policies on conflicts of interest as may be adopted from time to time by the Directors and the Members.

Section 2. Transactions with Interested Parties. Nothing shall prevent the Corporation from entering into any contract or transaction between the Corporation and one or more of its Member(s), Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the Corporation's Member(s), Directors or officers are directors or officers, or have a financial interest. In addition, no contract or transaction between the Corporation and one or more of its Member(s), Directors or officers, or between the Corporation and any other corporation, limited liability company, partnership, association, or other organization in which one or more of the Corporation's Member(s), Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Members, Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction or solely because the votes of such Members, Director or officer are counted for such purpose, if:

- (a) The material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee

authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

- (b) The material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Members (provided that the Member is disinterested), and the contract or transaction is specifically approved by vote of the Members; or
- (c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Members.

#### **ARTICLE IX: Personal Liability; Indemnification**

Section 1. Personal Liability. The Members, Directors and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

Section 2. Indemnification. The Corporation shall, to the fullest extent legally permissible, indemnify each Indemnified Person (as defined below) against all liabilities and losses, including amounts paid in satisfaction of judgments, in compromise or as fines, penalties, excise taxes, court costs, witness fees, and Costs and Expenses (as defined below) incurred by, or imposed upon, the Indemnified Person in connection with or arising out of the defense or disposition of any Proceeding (as defined below) in which the Indemnified Person is or may become involved or with which the Indemnified Person may be threatened, while in office or thereafter, as a party, witness or otherwise, by reason of his or her being or having been an Indemnified Person.

Notwithstanding the foregoing, as to any matter disposed of by a compromise payment by an Indemnified Person, pursuant to a consent decree or otherwise, no indemnification for said payment shall be provided unless such compromise and indemnification therefor shall be approved:

- (a) By a majority vote of a quorum consisting of disinterested Directors;
- (b) If such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors then in office;
- (c) By the Members if they are disinterested;
- (d) If there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by Independent Legal Counsel (as defined below) appointed by a majority of the Directors to the effect that, based upon a

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reasonable investigation of the relevant facts as described in such opinion, the Indemnified Person appears to have acted in good faith and in the reasonable belief that the Indemnified Person's actions were in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to a Related Entity, in the best interests of the Related Entity (and, if the Related Entity is an employee benefit plan, in the best interests of the participants or beneficiaries of such plan)); and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under Chapter 180 would use under similar circumstances; or

(e) By a court of competent jurisdiction.

Costs and Expenses incurred by an Indemnified Person in connection with the defense or disposition of any Proceeding shall be paid promptly by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such Indemnified Person to repay the amounts so paid by the Corporation if it is ultimately determined that indemnification for such Costs and Expenses is not authorized by law or under this Article. Such undertaking shall be accepted without reference to the financial ability of such Indemnified Person to make repayment.

If both the Corporation and the Indemnified Person are parties to a Proceeding (other than a claim, action or suit by or in the right of the Corporation to procure a judgment in its favor), counsel representing the Corporation therein also may represent such Indemnified Person (unless such dual representation would involve such counsel in an actual or potential conflict of interest in violation of applicable principles of professional ethics), and the Corporation shall pay all Costs and Expenses of such counsel incurred during the period of dual representation.

The right of indemnification hereby provided shall not be exclusive. Nothing contained in this Article shall affect any rights to indemnification to which such Indemnified Person or other corporate personnel may be entitled by contract, by vote of the Board of Directors or otherwise under law.

Section 3. Definitions. As used in this Article, the terms:

- (a) “*Costs and Expenses*” means all reasonable costs and expenses incurred by an Indemnified Person in investigating, defending or appealing any Proceeding, including attorneys’, accountants’, experts’ and other professional fees and disbursements; reasonable compensation for time spent by the Indemnified Person on behalf of the Corporation during which he or she is not otherwise compensated by the Corporation or a third party; any premium, security for, and other costs relating to any costs or other appeal bond or its equivalent, whether such Proceeding is of a civil, criminal, arbitrational, administrative or investigative nature, whether formal or informal, including an action by or in the name of the Corporation. Costs and Expenses shall include all reasonable costs and expenses incurred by an Indemnified Person, including attorneys’,

accountants', experts' and other professional fees and disbursements, in connection with successfully establishing his or her right to indemnification, in whole or in part, hereunder.

- (b) “*Indemnified Person*” means each person who:
- (i) Shall be, or at any time shall have been, a Member, a Director or officer of the Corporation, or
  - (ii) At the request of the Corporation, shall serve, or at any time shall have served, as an incorporator, director, trustee, officer, employee, agent, member, manager or in any other capacity with respect to any Related Entity, or
  - (iii) The Board of Directors by vote shall designate, who shall be, or at any time shall have been, an employee or agent of the Corporation or who shall serve, or at any time shall have served, at the request of the Corporation, in any capacity with respect to any Related Entity.
- (c) “*Proceeding*” means any threatened, pending or completed claim, action, suit or proceeding or any alternative dispute resolution mechanism (including an action by or in the right of the Corporation or an affiliate of the Corporation) or any formal or informal inquiry, hearing or investigation, whether conducted by the Corporation or an affiliate of the Corporation or any other party, and any other action that an Indemnified Person in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, arbitrational, administrative, investigative or other, including any appeal relating to any of the foregoing.
- (d) “*Related Entity*” means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise in which the Corporation is in any way interested in, or as to which an Indemnified Person is serving or shall have served at the Corporation's request or on its behalf, as a director, officer, partner, employee, agent, fiduciary, member, manager or representative including, but not limited to, any employee benefit plan or any corporation of which the Corporation or any Related Entity is, directly or indirectly, a stockholder, member, limited or general partner, beneficiary or creditor.
- (e) “*Independent Legal Counsel*” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the previous five (5) years has been retained to represent: (A) the Corporation or the Indemnified Person in any other matter material to either party, or (B) any other party to the threatened, pending or completed proceeding or action giving rise to the claim for

indemnification hereunder. Notwithstanding the foregoing, the term “Independent Legal Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the Indemnified Person in a proceeding or action to determine the Corporation’s obligations or such Indemnified Person’s rights hereunder.

- (f) “Person,” “director,” “officer,” “employee,” “agent” and “Indemnified Person” shall include their respective heirs, executors and administrators, and an “interested” director, officer, employee or agent is one against whom in such capacity the Proceedings in question or other Proceedings on the same or similar grounds is then pending.

Section 4. Enforceability. It is the intention of the Corporation that the obligations of the Corporation, and the rights and benefits of Indemnified Persons shall vest upon the date of adoption of these Bylaws. It is the further intention of the Corporation to provide for indemnification in all cases under all circumstances where to do so would not violate applicable law (and notwithstanding any limitations permitted, but not required by statute or common law) and the terms and provisions of this Article shall be interpreted and construed consistent with that intention. Nonetheless, if any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law. Any amendment, alteration or repeal of this Article or Chapter 180 that adversely affects any right of an Indemnified Person (or his or her respective heirs, executors and administrators), shall be prospective only and shall not limit or eliminate any such right with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to any such amendment, alteration or repeal.

Section 5. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against or incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him or her against such liability.

## **ARTICLE X: Advisory Boards or Committees**

The Board of Directors may determine to establish one or more advisory boards or committees to further the goals of the Corporation. Advisory boards or committees may be constituted of persons who are not Directors, but have an interest and willingness to advance the purposes of the Corporation. Any advisory board or committee may be discontinued by the Board of Directors at any time. An advisory board or committee shall be required to make at least annual reports to the Board of Directors.

## **ARTICLE XI: Nondiscrimination Policy**

Persons of all races, religions, genders, sexual orientations and national origins shall be entitled to all the rights and privileges generally made available by the Corporation through the activities and programs that it conducts, and the Corporation shall not discriminate on the basis of race, religion, gender, sexual orientation, national origin or disability.

## **ARTICLE XII: Amendments**

These Bylaws may be altered, amended or repealed, in whole or in part, solely by the Members.

## **ARTICLE XIII: Policies**

The Members may adopt policies that shall be incorporated into these Bylaws. The following policies have been adopted and incorporated herein:

- Appendix 1: Conflict of Interest Policy
- Appendix 2: Whistleblower Policy
- Appendix 3: Document Retention and Destruction Policy
- Appendix 4: Compensation Setting Policy
- Appendix 5: Comprehensive Information Security Policy
- Appendix 6: Antitrust Policy



## Appendix 1

### **NORTHEAST ALTERNATIVES, INC. CONFLICT OF INTEREST POLICIES AND PROCEDURES**

#### **I. PURPOSE**

NORTHEAST ALTERNATIVES INC. (the “Corporation”) must be aware of and diligently address and manage all conflicts of interest and appearances of any conflicts of interest in order to protect the best interest of the Corporation when it is contemplating entering a transaction that might benefit the private interest of directors, members, officers or the executive management team. The Board of Directors shall follow the procedures set forth herein to address and evaluate conflicts of interest to determine whether it is in the best interest of the Corporation to enter into the proposed transaction and, if so, to ensure that the terms of the transaction are fair and reasonable.

#### **II. DEFINITIONS**

An *Insider* is a member, director or officer of the Corporation or a person on the executive management team.

An *Interest* means any material financial interest, direct or indirect, including, but not limited to, a sale, loan or exchange with the Corporation whereby the Insider would derive a material financial benefit, but shall not include compensation in the form of salary, such compensation being governed by the Compensation Setting Policy.

A *Managerial Position* is a member, director, officer, executive, trustee, or other managerial role in an entity other than the Corporation or a person who has significant influence over the management or operating policies of an entity other than the Corporation.

*Transaction* means any transaction, agreement, or arrangement with the Corporation.

A *Conflict of Interest* is present when an Insider, or an immediate family member of an Insider, has an Interest in a Transaction or is in a Managerial Position with an entity involved in a Transaction.

*Disinterested Directors* are the members of the Board of Directors of the Corporation that do not have a Conflict of Interest.

#### **III. PROCEDURES**

##### **1. Duty to Disclose**

Promptly upon learning of the proposed Transaction, each Insider that has a Conflict of Interest shall promptly disclose to the Board of Directors the existence of the Conflict of Interest and all material facts regarding their Interest in the Transaction, including relevant Managerial Positions. Such disclosure shall be made prior to the Board of

Directors taking any action on the Transaction or substantially discussing the Transaction. In the event that the Insider is unsure as to whether a Conflict of Interest exists, the Insider shall disclose the circumstances to the Disinterested Directors, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

## 2. No Participation

An Insider who has a Conflict of Interest shall not take part in any negotiations regarding the Transaction and shall not participate in or be permitted to attend the Board's or any committee's discussion of the matter except to disclose material facts and to respond to any questions regarding the Insider's Conflict of Interest. The Insider with the Conflict of Interest shall not exert his or her personal influence or lobby the Board of Directors with respect to the matter, either at or outside the meeting, and shall not vote on the Transaction. An Insider who is a member of the Board of Directors may be counted in determining the presence of a quorum at such meeting, however, the interested Directors may not be present during any discussion or vote on the Transaction.

## 3. Due Diligence

The Disinterested Directors shall hold a meeting to determine if the Transaction is fair, reasonable and in the best interest of the Corporation by conducting due diligence on the Transaction. Such due diligence may include any or all of the following:

- Reviewing all relevant documents relating to the Transaction;
- Discussing the purpose, benefits, advantages and disadvantages of the Transaction;
- Reviewing similar agreements and transactions to compare the relevant terms to the Transaction;
- Discussing and considering alternatives to the Transaction;
- Obtaining opinions or guidance from relevant industry third-party professionals regarding the fairness of the Transaction and the industry standards and terms for similar transactions;
- Consulting with the Corporation's legal counsel to discuss the terms and legal implications of the Transaction;
- Obtaining an independent legal opinion that the Transaction is fair, in the best interest of the Corporation and in compliance with applicable laws and regulations; and
- Proposing modification to the terms of the Transaction if the Disinterested

Directors concluded that the proposed terms of the Transaction are not fair, reasonable and in the best interest of the Corporation, as presented.

#### 4. Approval

After exercising its due diligence, the Disinterested Directors, shall determine whether the Transaction is fair, reasonable and in the best interest of the Corporation. The Transaction can be approved by a majority vote of the Disinterested Directors present at a meeting for which a quorum is present. The Transaction must be approved by more than one Disinterested Director.

#### 5. Record of Proceedings

The minutes of any meeting of the Board of Directors held pursuant to this policy shall contain:

- the names of all persons present at the meeting;
- details of the Transaction;
- the name of each Insider who disclosed or was otherwise determined to have a Conflict of Interest;
- the nature of the Conflict of Interest;
- the names of the Directors who participated in the discussion regarding the Transaction and the names of the Directors who were excluded from discussions of the Transaction;
- the information considered and discussed by the Board in exercising its due diligence regarding the Transaction;
- the Directors who voted on the Transaction, and the Directors who were excluded from voting;
- the result of the vote;
- if the Board rejected the Transaction, the reasons for the rejection and any proposed modifications to the Transaction;
- if the Board approved the Transaction, the reasons why the Board determined that the Transaction is fair and in the best interest of the Corporation; and
- copies of the Transaction agreements and all related documents thereto.

### IV. VIOLATIONS

If the Board of Directors has reasonable cause to believe that an Insider has failed to disclose a Conflict of Interest, it shall inform such Insider of the basis for this belief and afford the Insider an opportunity to explain the alleged failure to disclose. If, after hearing the Insider's

response and making further investigation as warranted by the circumstances, the Board of Directors determines that the Insider has failed to disclose a Conflict of Interest, the Board of Directors shall take appropriate disciplinary and corrective action.

## **V. REVIEW**

To ensure that the Corporation operates in a manner consistent with its mission, the Board of Directors shall periodically review this policy. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved. A copy of this policy shall be distributed to each Insider for their review and compliance hereto.

\* \* \* \*

## Appendix 2

### NORTHEAST ALTERNATIVES, INC. WHISTLEBLOWER POLICY

#### I. EXPECTATION

Northeast Alternatives, Inc. (the “*Corporation*”) expects directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

#### II. OPEN DOOR POLICY

If any director, officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another director, officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With respect to directors, the relevant individual is the president of the board of directors or any other director. With respect to officers and employees, the relevant individual is the Chief Executive Officer, if there is one in office, and if not, any member of the board. In the event the director, officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a board member or the Chief Executive Officer, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

#### III. REQUIREMENT OF INVESTIGATION

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the Chief Executive Officer and/or board member shall open an investigation into the matter and pursue it to resolution. Should the Chief Executive Officer or board member find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

#### IV. CONFIDENTIALITY

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

#### V. PROTECTION FROM RETALIATORY ACTION

Neither the Corporation nor its directors, officers, or employees may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. A director, officer, or employee who retaliates against someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

## VI. GENERAL POLICY

This general policy is not a contract and it may be rescinded or amended at any time by the Corporation. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

## Appendix 3

### NORTHEAST ALTERNATIVES, INC. DOCUMENT RETENTION AND DESTRUCTION POLICY

#### I. RETENTION POLICY

Northeast Alternatives, Inc. (the “*Corporation*”) takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Corporation may be required to keep in the future, and may include records that the Corporation is not required to keep.

From time to time, the Corporation may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

<b>File Category</b>	<b>Item</b>	<b>Retention Period</b>
<b>Corporate Records</b>	<i>Bylaws and Articles of Organization</i>	Permanent
	<i>Board resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
<b>Finance and Administration</b>	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
	<i>Contracts and agreements</i>	7 years after all obligations end
	<i>Correspondence — general</i>	3 years
<b>Insurance</b>	<i>Policies — occurrence type</i>	Permanent

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<b>Records</b>	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years
	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
<b>Real Estate</b>	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
<b>Tax</b>	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
<b>Human Resources</b>	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 1 year after end of service, or three years
	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
<b>Technology</b>	<i>Software licenses and support agreements</i>	7 years after all obligations end

## II. ELECTRONIC DOCUMENTS AND RECORDS

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the

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message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods should be tested on a regular basis.

### III. EMERGENCY PLANNING

The Corporation’s records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Corporation operating in an emergency will, if possible, be duplicated or backed up at least weekly and maintained off-site.

### IV. DOCUMENT DESTRUCTION

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

### V. COMPLIANCE

The Corporation’s will periodically review these procedures with legal counsel or Corporation’s certified public accountant to ensure that they are in compliance with new or revised regulations.

## Appendix 4

### NORTHEAST ALTERNATIVES, INC. COMPENSATION SETTING POLICY

#### I. INTRODUCTION

This policy codifies the procedures by which the board of directors of Northeast Alternatives, Inc. (the “*Corporation*”) sets the compensation of directors, top management officials, officers and key employees (“Executive Compensation”). These procedures are designed to comply with the “safe harbor” requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

#### II. POLICY

The board of directors shall oversee the setting of Executive Compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis. In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

#### III. Guidelines

Compensation determinations made by the directors will be made in accordance with the following guidelines:

- i. In setting and determining the reasonableness of Executive Compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- ii. Board directors involved in setting and approving Executive Compensation, as well as any third parties providing professional advice to the board of directors in connection with setting and approving Executive Compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board directors shall have no conflict of interest for these purposes if they (a) will not economically benefit from the compensation arrangement, (b) are not family members of a person who will economically benefit, (c) have no material financial interest affected by the compensation arrangement, and (d) are not family members of a person who has a material financial interest affected by the compensation arrangement.
- iii. Timely and accurate minutes of all final actions by the board regarding the setting and approval of Executive Compensation will be recorded and held with board records. Such minutes will include (a) the terms of the approved compensation arrangement and the date approved, (b) a list of the directors present during discussion, showing those who approved the arrangement, those who rejected it

and those who recused themselves due to conflicts of interest, (c) the comparability data relied upon and how such data was obtained, and (d) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

## Appendix 5

### NORTHEAST ALTERNATIVES, INC. COMPREHENSIVE INFORMATION SECURITY POLICY

#### I. OBJECTIVE

It is the objective of Northeast Alternatives, Inc. (the “*Corporation*”) in the development and implementation of this comprehensive information security program (“CISP”) to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, “personal information” means an individual’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account; provided, however, that “personal information” shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. The Corporation generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public, and all such information is subject to this CISP.

#### II. PURPOSE

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

#### III. DATA SECURITY COORDINATOR

The Corporation appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP’s safeguards;
- Evaluating the ability of each of the Corporation’s third party service providers to implement and maintain appropriate security measures for the personal information to which the Corporation permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in the Corporation’s business practices that may implicate the security or integrity of records containing personal information; and

- Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

#### IV. HANDLING PERSONAL INFORMATION

##### A. Paper Records.

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with the Corporation's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When the Corporation receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the Chief Executive Officer.

##### B. Electronically Held Records.

The Corporation requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and

- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. The Corporation will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. The Corporation shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

#### C. Vendors.

Pursuant to 105 CMR 725.200, information held by the Non-Profit about dispensary agents, qualifying patients, and personal caregivers is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties. Only upon receipt of written consent of the individual to whom the confidential information applies will the Non-Profit share personal and financial information with its vendors. The Non-Profit requires each of their vendors to send written evidence, signed by an authorized person, confirming that they follow a confidentiality plan that fully complies with 105 CMR 725.200 and 201 CMR 17.00.

### V. TRAINING

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

### VI. PERSONS SEPARATING FROM THE CORPORATION

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

## VII. SECURITY BREACH AND NOTIFICATION

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A “security breach” is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of the security program;
- A phone number to call for further information;
- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident;
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. The Corporation will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. The Corporation shall document all responsive actions taken in connection with any incident involving a security breach.

## VIII. CONFIDENTIALITY

Notwithstanding anything to the contrary contained herein, information held by the Non-Profit about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties.



## Appendix 6

### NORTHEAST ALTERNATIVES, INC. ANTITRUST POLICY

It is the policy of Northeast Alternatives, Inc. the (“*Corporation*”) to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Corporation that it and its directors and officers are informed about antitrust laws and recognize possible antitrust issues or questions.

It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Corporation’s activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to insure that prices are reasonable and affordable for the Corporation’s patients, and to prevent diversion for non-medical purposes, directors, officers and employees shall not discuss with competitors the following: increasing, decreasing, or stabilizing prices for medical marijuana or related products and services; and establishing market monopolies for products or services.

Furthermore, directors, officers, and employees shall not engage in any actions in the context of the Corporation’s activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Corporation’s activities shall be directed to the President, if any, and referred to counsel if deemed necessary.

Pursuant to 105 CMR 725.100(A)(2), no executive, member, director or any entity owned or controlled by such executive, member or director may directly or indirectly control more than three (3) registered marijuana dispensaries in the Commonwealth of Massachusetts.

I, Christopher Harkins, President of the Board Directors, attest that these Amended Bylaws with the incorporated Appendices were adopted by Northeast Alternatives, Inc. on March 17, 2017, by a duly authorized vote of the Members.

*Chris Harkins*

---

Christopher Harkins  
President of the Board of Directors  
Northeast Alternatives, Inc.



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: April 02, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**NORTHEAST ALTERNATIVES, INC.**

is a domestic corporation organized on **December 13, 2016**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 18040025110

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



Attention: Cannabis Control Commission (CCC)

Regarding: A document explaining why three individuals were not included in your application

Received: 6-21-18

Dear CCC representative,

Please find our response to your June 21, 2018 RFI Management and Operations Profile Packet – Section 1. You requested that we “upload a document explaining why three additional individuals associated with your business were not included in your application.”

Unfortunately, when we originally put together our application our interpretation of the requirements was to include investors and members of the management team. Upon review we see how “persons or entities having direct or indirect authority” should have included board members.

To that end, we have included in this response completed paperwork for the two additional current board members who are not already included in the original application. Those two individuals are Andy Peloquin and Jared Meehan. We have included all of their necessary paperwork, including IVES and CORI background check authorizations. With respect to John Henry, please find attached his letter of resignation dated July 6, 2018.

Sincerely,

*Chris Harkins*

Chris Harkins  
CEO, Northeast Alternatives, Inc.

July 6, 2018  
John Henry  
34 Vanicek Ave  
Middletown RI, 02842

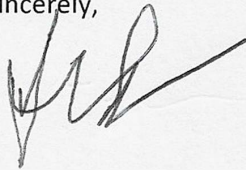
Northeast Alternatives  
Board of Directors  
999 William S Canning Blvd  
Fall River MA, 02721

Dear Board of Directors

It is with regret that I tender my resignation from the Northeast Alternatives board of directors, effective immediately.

I am grateful for having had the opportunity to serve on the board of this fine organization for the past, year and a half and I offer my best wishes for our continued success.

Sincerely,

A handwritten signature in black ink, appearing to be 'JH', with a long horizontal stroke extending to the right.

John Henry

Northeast Alternatives, Inc.

**Business Plan**

**2019-2024**

**Prepared by: NEA Leadership Team**

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

The undersigned (the “Recipient”), hereby agrees that all financial and other information contained within this business plan (“Confidential Information”): (a) is proprietary to Northeast Alternatives, Inc. (the “Company”); (b) shall be treated as strictly confidential by Recipient; and (c) shall not be disclosed by Recipient to any other individual or entity without prior written consent of the Company. Recipient further agrees that the Confidential Information shall remain the exclusive property of the Company and shall be returned to the Company promptly upon the Company’s request, together with all copies made thereof. Recipient acknowledges that no remedy of law may be adequate to compensate the Company for a violation hereof and Recipient hereby agrees that in addition to any other legal or other rights that may be available to the Company in the event of a breach hereunder, the Company shall be entitled to seek equitable relief to enforce the provisions hereof in any court of competent jurisdiction.

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## I. Executive Summary

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Northeast Alternatives, Inc. (henceforth referred to as the “Company” or “NEA”) was formed in 2016 with a mission to offer the highest quality medical marijuana (MMJ) to Certified Patients and Caregivers in Massachusetts through state and locally approved Registered Marijuana Dispensaries (RMD). On April 24, 2018 NEA received a Final Certificate of Registration from Massachusetts Department of Public Health (DPH) for an RMD in the city of Fall River and opened for patient sales on June 30, 2018. In May 2018, NEA was accepted and registered as a priority applicant with the Cannabis Control Commission (CCC), additionally NEA successfully negotiated a second Host Community Agreement and letter of non-opposition from the City of Fall River for recreational marijuana Cultivating, Manufacturing and Retailing. This paved the way for NEA to submit one of the first completed applications for licensure to the CCC for recreational Marijuana Cultivation, Manufacturing and Retailing. NEA was granted the seventh provisional license from the CCC for adult use on August 24, 2018 and we received our final license on December 17, 2018. NEA opened its doors for the adult-use market on January 20, 2018 making it the seventh business to reach this milestone in MA.

The Company is currently cultivating, manufacturing products and selling to both Medical Patients and Adult-use customers in our state-of-the-art Cultivating, Processing and Retail Center located at 999 William S. Canning Boulevard, Fall River, MA 02721. In addition, NEA has secured an official HCA with the Town of Lakeville. NEA will lease up to 48,500 (97,000 with two-tier mobile rack system) square feet of industrial space from Cold Storage Solutions located at 310 Kenneth Welch Blvd. Lakeville, MA 02347. If granted the licenses by the CCC, NEA plans to Cultivate and Product Manufacture the highest quality Marijuana Flower, Infused Edibles and Concentrates at this facility. NEA continues to pursue two additional retail locations in large markets, one in Northern Massachusetts and one in the greater Boston area.

The Company is currently a for-profit organization registered in the state of Massachusetts led by a senior leadership team who together have over 69 years of experience in the complimentary industries of real estate development, cannabis cultivation and manufacturing, processing, packaging, fulfillment, organization and leadership development, and sales and marketing. **Chris Harkins** serves as the Chief Executive Officer. He is joined by **Rich Rosier** as the Chief Revenue & Financial Officer; **Kyle Bishop** as the Chief Operations Officer; and **Zac Cooper** as Chief Production Officer. The combined experience and strength of the leadership team, along with our board of directors, gives NEA a unique competitive advantage in serving both Certified Patients & Caregivers as well as adult-use consumers.

NEA’s mission is to produce and dispense the highest quality cannabis, with a total commitment to safety and regulatory compliance, to enhance the lives of people in communities we serve.



The Company's management team will continue to leverage our strengths and experiences to ensure that our strategy is well-crafted and executed, our talent is the best in the industry, our governance and oversight of day-to-day operations is outstanding, and our policies, systems, procedures and checklists are efficient, effective, and compliant. The Company's management team and its staff will work tirelessly to ensure that the Company's products exceed consumer expectations.

It is anticipated that the Company's product menu will continue to appeal broadly to our Patients and Consumers who are 21 years or older and desire to purchase premium cannabis products.

NEA plans to outperform its competitors and establish itself as a leader and recognized brand choice for existing and future Patients and Consumers because of NEA's unique product mix, our commitment to an exceptional retail experience, as well as our commitment to product safety and quality. This commitment to our Consumer's well-being, coupled with a robust marketing program, will be the hallmarks of our success. NEA's marketing program will combine a mix of progressive digital and social media, supported by a world-class website, to drive new Consumers to our retail stores. All of NEA's marketing will follow the regulations outlined in 935 CMR 500.000.

Based on NEA currently sales volume top line sales will be approximately \$3M per month, \$36 million per year. NEA's current expenses are \$2.2M per month, \$26.6M a year. After debt repayment NEA expects to have between \$9M and \$10M in free cash flow to fund expansion projects.

## **II. Business Description**

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### **A. Ownership:**

The Company is a for-profit C-Corp, registered in MA. Christopher Harkins, Rich Rosier, Kyle Bishop and Zac Cooper are executive owners. They are joined by Philip Harkins and Jeffrey Johnson who are owners and board members. Chris Harkins is also a board member.

### **B. Location(s):**

The Company currently operates in a 13,000-square foot, free standing, facility located at 999 William S. Canning Boulevard in Fall River, MA. The Company selected this high-traffic location for highly convenient access for its Patients & Consumers.

The Company is also pursuing a Cultivation and Product Manufacturing license for operations in the Town of Lakeville at 310 Kenneth Welch Blvd.

### **B. Investment Summary:**

NEA intends to continue to fund its operations through free-cash flow generated from current operations.

### **III. Leadership Team**

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#### **Chris Harkins, Chief Executive Officer (CEO)**

Chris Harkins has extensive experience in Real Estate Development and Private Equity. Mr. Harkins has worked for over 20 years as the founder and CEO of a real estate development company serving the Southern New England markets. Mr. Harkins was a founding principal in a private equity business with assets under management over 30 million dollars. Mr. Harkins has a diverse skill set and has experience in sales, marketing, government relations, acquisitions, deal flow, quality assurance programs and debt, equity and mezzanine financing markets. Mr. Harkins' responsibilities, in addition to the overall business vision, values and leadership, will be to oversee the acquisition of all real estate and direct the design, planning and construction of all facilities. In addition, Mr. Harkins will work closely with the state and local governments to ensure a smooth and orderly approval process as well as ongoing relationships.

#### **Rich Rosier, Chief Revenue & Financial Officer (CRO & CFO)**

Rich Rosier has 26 years of experience in sales, marketing and human resource development. His prior leadership positions in Educational Programs and Professional Services included SVP, Principal Consultant, VP of Professional Services and VP of Sales and Marketing. In these various capacities, Mr. Rosier served as a senior consultant and leadership coach to fortune 500 C-Suite leaders and leadership teams as well as Boards of Directors. Mr. Rosier has played a critical role in helping organizations around the world create strategic plans, develop high-potential talent, maximize team performance and design and structure organizations for maximum performance. Mr. Rosier's responsibilities include new business development and the expansion of NEA into other targeted US states as well as HR/Talent.

### **Kyle Bishop, Chief Operations Officer (COO)**

Kyle Bishop has over 18 years of cannabis operations experience. Kyle has managed a 140,000-square foot warehouse in 2010 as well as hundreds of employees with as many as 20 direct reports. In addition, he has designed, built, furnished, and trained staff for the renowned 200,000-square foot warehouse “The Mother Ship” at Native Roots from 2014-2017. While managing the facility, it was awarded one of the “Top 100 Best Work Places” award in CO in 2016 and 2017. He has achieved a perfect compliance track record in Colorado his entire career as well as a 100% track record producing 10's of thousands of pounds per year with zero violations on pesticides and microbial tests required by Colorado and Massachusetts state law.

Kyle has won many Cannabis Awards including multiple High Times Cannabis Cups, Rooster Cups, etc. from 2010-2017 for both cultivation and extracts. He has consulted for many large companies on grow design, staffing strategies and successful management with a focus on scalability. He graduated from Fort Lewis College in 2009 with a focus on Ethnobotany and Finance.

### **Zac Cooper, Chief Production Officer**

Zac Cooper is a distinguished leader within the cannabis industry with over 12 years of cannabis cultivation expertise. Zac has gained unparalleled experience from the ground up, managing small grow operations as a caregiver in 2005; to large scale commercial cultivation, managing 200,000-square foot facility with over 80 growers in 2014. Zac has overseen the successful cultivation of over 30,000+ pounds of high-quality flower in CO.

From 2014 to 2017, Zac served as Director of Operations for Native Roots’ 200,000-square foot cultivation facility, excelling in the development and standardization of SOPs for cultivation, IPM, facilities operation, instrument use, and compliance. Native Roots was awarded numerous awards during this time for cultivation and extraction, including Top 100 Best Workplaces in CO two years in a row (2016-2017). Kyle and Zac have worked together for 11 years. Zac holds a BA in Psychology with a minor in business.

NEA has adopted a proven, best-practice interview process to staff the Company with only the most qualified people. Each applicant will be assessed and evaluated based on a pre-defined set of hiring criteria adopted for each position.

#### **IV. Business Operations**

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##### **Daily Operations**

The Company is open for business seven (7) days a week. Hours of operation have been as follows:

	<b>Hours</b>
<b>Monday</b>	9:00am to 9:00pm
<b>Tuesday</b>	9:00am to 9:00pm
<b>Wednesday</b>	9:00am to 9:00pm
<b>Thursday</b>	9:00am to 9:00pm
<b>Friday</b>	9:00am to 9:00pm
<b>Saturday</b>	9:00am to 9:00pm
<b>Sunday</b>	9:00pm to 9:00pm

These hours of operation require staggered shifts. Schedules are determined by management and posted regularly. The schedules are written in a manner that allow management to increase or decrease hourly labor according to sales volume. Designated staff report to work at least 15 minutes prior to opening. The remainder of staff arrives at staggered intervals throughout the day, allowing sufficient time to prepare for anticipated customer traffic. Shift changes for all staff entail cleanup, restocking and next-day preparation. All collected monies are settled at the end of each shift. The closing shift is responsible for designated closing duties including a clean, secure, well-stocked and fully prepared RMD/Retail facility for the next day's opening crew.

NEA's management has established sound operating guidelines regarding how to conduct the Company's day-to-day operations. Reasonable and customary policies, systems, procedures and checklists will be followed carefully in-line with both the regulations mandated by DPH and CCC. The Company's management will continue to be responsible for ordering, receiving and maintaining sufficient inventory to meet Consumer demand.

##### **Consumer Experience**

The Company's consumer experience will continue to be given special emphasis throughout our operation. The Company's goal is to provide highly responsive, proactive and educated customer service to ensure the best possible customer experience. The Company is instituting training programs designed to specifically teach employees about guest perception, satisfaction and product information. The Company's management will continue to conduct periodic staff meetings intended to reiterate training procedures. All Consumer complaints will continue to be apologetically acknowledged by the staff and immediately referred to management. NEA has established programs and policies to systematically deal with Consumer complaints.

## **Management Controls**

The Company's management team will continue to practice sound management procedures to control costs, ensure quality of product, and provide exceptional products. The following systems, among others, will continue to be operated by management.

Scheduling System: Management has adopted When I Work as a scheduling system that expedites the preparation of schedules, reflects anticipated labor budgets, and tracks payroll processing.

Time & Attendance System: The Company has adopted When I Work as our time and attendance system to track hourly labor costs and expedite payroll processing.

Operations Checklists: Company's management has implemented a robust operational procedure and multiple checklists to maintain quality control while ensuring that established procedures are followed. Currently NEA has many QC procedures to ensure that any QC issues can be immediately identified and the department responsible can be swiftly improved. Procedures and checklists will continue to be used upon each "transition" in the production process: from clone to veg, from veg to flower, from flower to post-harvest, and post-harvest to packaging. Additionally, we also have operational checklists and schedules for all maintenance of facility and equipment, all security routines, all management routines and compliance routines daily.

METRC Seed to Sale Tracking: NEA will continue to utilize the state mandated METRC system and LEAF LOGIX tracking and reporting seed-to-sale system, which will track the entire process from start to finish with full transparency and state mandated compliance law. The company's use of Leaf Logix seed to sales tracking system goes above and beyond to satisfy DPH/CCC concerns to insure 100% regulatory compliance at all time.

Weekly Inventory: Management will continue to track weekly inventory to determine valuation for use in weekly/monthly/quarterly P&L reports.

Daily Inventory Tracking: Daily inventory will continue to be tracked on grow specific, extract specific, and infused product specific basis.

## **Administrative Systems**

Cash Control: Wholesale invoices and receipts recorded by the POS system will continue to be compared to actual daily cash inflows and outflows. In the event of discrepancies, Company's management will conduct an audit to account for the difference and determine the appropriate actions to right any mistakes.

Weekly Prime Cost Report: Company's management will continue to prepare a weekly report that

calculates gross profit margin. The prime cost of goods sold for the Company is expected to range from 25% to 55%.

Purchasing Records/Payables: Company's management will continue to process and record invoices and credits or cause to be processed and recorded daily. Company's management will ensure that reports detailing cash expenditures, and invoices are accrued on a weekly basis and properly accounted for and reported.

Payroll Processing: Payroll checks will continue to be prepared bi-weekly in-house and executed by Datapay.

## **V. Market Analysis**

### **Industry Analysis: Medical**

A large majority of cannabis companies are privately held. This makes capturing accurate revenue, profit margins and monthly operating expenses challenging. Fortunately, Marijuana Business Daily produces a rigorously researched Marijuana Business Factbook each year. Much of our industry analysis leverages their findings.

We estimate that sales of marijuana will be in a range of growth between \$6 billion and \$11 billion nationally in 2020, a 7% to 15% CAGR.

Even more important is the economic impact the industry has on the local economy. It is estimated that the “economic multiplier” in the MMJ industry is four. In other words, for every \$1 patients and caregivers spend at the retail level, an additional \$3 of economic value is injected into the economy – much of it at the local level. If that is accurate, then the industry will contribute roughly \$10.8 billion to \$20 billion to the national economy in 2020.

We estimate that marijuana retail sales in Massachusetts (MA) retail sales will grow to \$500M-1B. The total number of MMJ patients in the U.S. has grown slowly but steadily over the past few years, currently standing at an estimated 1.5 million.

We forecast that the national growth rate will remain stable for two reasons. First, more states are expected to approve medical and recreational sales, which will serve to increase the total number of patients and consumers. Secondly, it is expected that more states will approve recreational marijuana, which is likely to slow the growth of total medical patients.

The total number of MMJ patients in MA has grown immensely since MMJ began selling legally in 2015. In 2020, we forecast that there will be a total of 62,000 patients and caregivers in, which will amount to a CAGR of 17% over the past six years.



## Industry Analysis: Adult-Use

The following is from Marijuana Business Daily, a trusted third-party cannabis industry analyst:

‘Massachusetts’ looming recreational marijuana market has the potential to be one of the most prosperous in the nation. Under rules finalized this month, cannabis entrepreneurs face no license caps for an assortment of business categories, edibles and many other goods are permitted, and there are Massachusetts’ [looming recreational marijuana market](#) has the potential to be one of the most prosperous in the nation, according to Marijuana Business Daily.

“If you’re able to get open here, you’re going to see a more protected environment,” said Scott Moskol, an attorney who heads the cannabis practice at Boston law firm Burns & Levinson.

“We’re not going to see the downward pricing pressures as quickly,” he added.

### Saturation point?

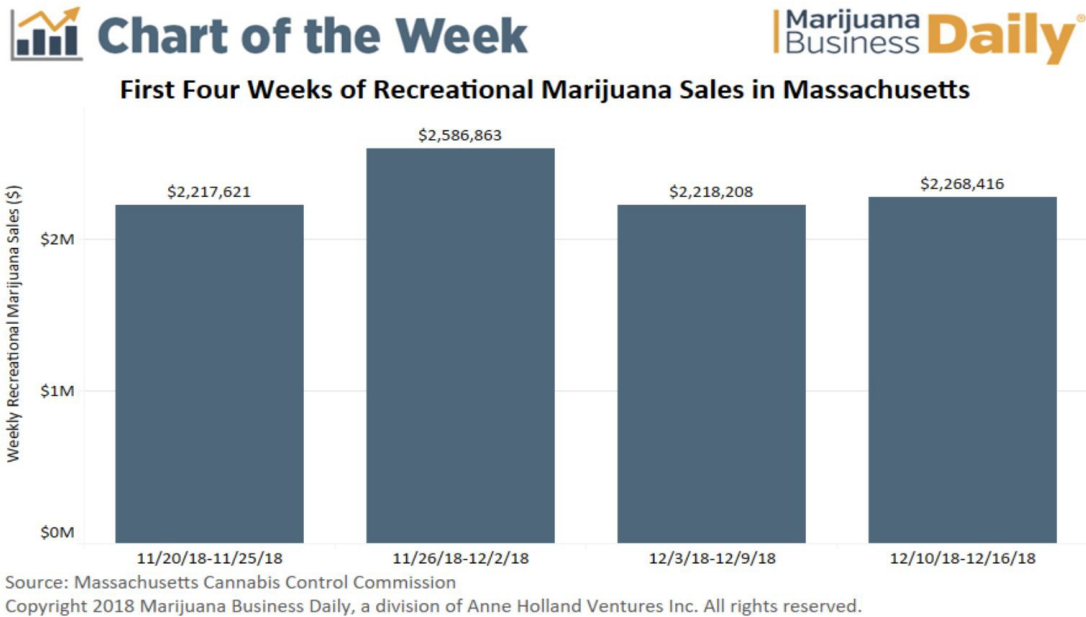
With roughly 200 medical marijuana business applicants still in Massachusetts’ licensing pipeline, the state’s adult-use market may seem poised for oversaturation, especially since existing MMJ businesses have first-mover advantages:

- Dispensaries can begin applying for “priority certification” on April 2.
- Dispensaries that receive priority verification can apply for a commercial license begin April 16th.
- Applicants seeking to establish cannabis businesses in communities hurt by the war on drugs would also be eligible to apply for priority certification
- Rec applicants who don’t possess medical cannabis licenses must wait until June 1 to apply.
- The head start afforded MMJ licensees doesn’t portend potential oversaturation of the market – at least not anytime soon – said several industry watchers because:
- The majority of existing MMJ license won't survive the adult-use application process

- Some MMJ licenses will run out of capital before they get licensed

While some entrepreneurs may be deterred by the municipalities' restrictions, smart ones will see the bans and moratoriums as a benefit because they thin out the competition, Moskol said.

“At the beginning, that lack of competition may make our market attractive because you don’t have to worry that there will be a thousand pot shops,” he said.



Massachusetts dispensaries rang up \$9.3 million in recreational marijuana sales during the first four weeks of operation, an impressive feat considering only two stores were selling adult-use cannabis during the bulk of this period.

‘Compared with the [first month of rec sales](#) in other states, Massachusetts had lower gross sales but far fewer operating dispensaries than Oregon (\$14 million, 320 dispensaries), Colorado (\$14.7 million, 59 dispensaries) and Nevada (\$27.1 million, 53 dispensaries) Source: MJ Business Daily.’

<https://mjbizdaily.com/massachusetts-recreational-marijuana-sales-first-month/>

## **National Adult-Use Market**

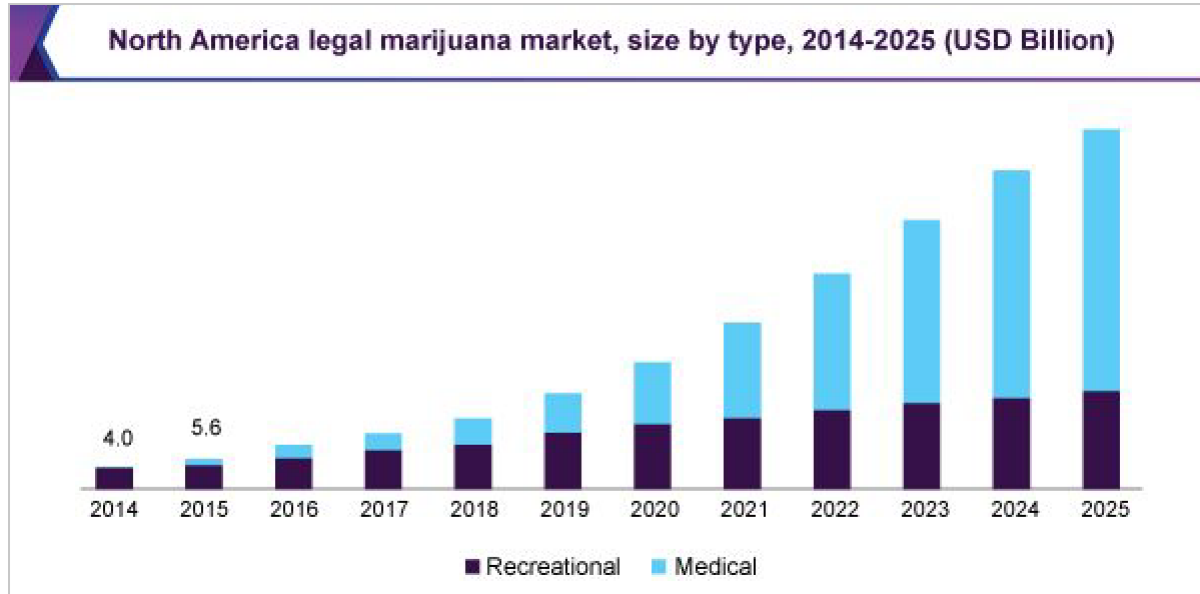
The legalized marijuana industry is the fastest-growing industry in the country, reports *The Huffington Post* today. "And if the trend toward legalization spreads to all 50 states, marijuana could become larger than the organic food industry," the article states.

*The Huffington Post's* announcement comes from a report the news outlet obtained from cannabis industry research and investment firm The ArcView Group, which found that "the U.S. market for legal cannabis grew 74 percent in 2014 to \$2.7 billion, up from \$1.5 billion in 2013," reports *HuffPost*.

The ArcView Group based its report on surveys, during 2013-2014, of hundreds of marijuana retailers—medical and recreational—and cultivators, as well as ancillary businesses, state agencies, nonprofit organizations and others.

According to *HuffPost*, the ArcView Group's report predicts 32-percent market growth this year. And, "Over the next five years, the marijuana industry is expected to continue to grow, with ArcView predicting that 14 more states will legalize recreational marijuana and two more states will legalize medical marijuana," *HuffPost* reports.

Over the past few years, the number of companies operating in this market has increased exponentially. Producers are focused on expanding their customer pool by offering myriad portfolio of products and through geographical expansion. Products currently being offered include varieties of strains and extracts such as oils, tinctures, resins, and consumables based on concentration of cannabinoids like THC and CBD.

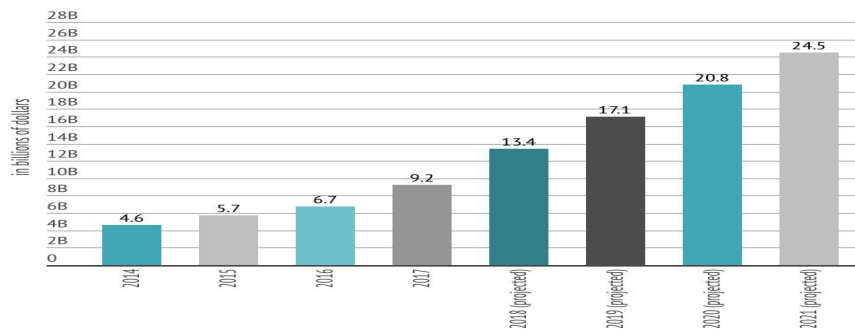


As countries begin to liberalize laws related to this drug, the market is expected to witness a surge in demand. Currently, majority of the cannabis is sold through illicit channels. To curb this illegal trade, governments have started legalizing marijuana in order to monitor the products that enter the supply chain and reap benefits through taxes levied on these products.

In North America, it has been reported that currently about 70-75% of cannabis trade is illegal, which has reduced to nearly 30.0% in states where marijuana has been legalized. This in turn has prompted several countries to initiate legalization programs.

Keen investors are awaiting legalization of recreational marijuana in countries like Canada. As recreational cannabis is legalized, the number of patients consuming it is expected to reduce by 40.0%, owing to patients seeking easier means of access than going through medical supply channels.

## Cannabis Legal Sales in North America



### Target Market

It is anticipated that the Company will appeal to a broad base of consumers and patients. Our packaging reflects our desire to connect with the culture of cannabis users. We do not expect a specific age demographic to emerge among our consumer base as we have seen NEA serve a very diverse group of consumers. Our consumers will share one common characteristic – they will be either legally registered Patients and/or 21 years or older. They are likely to be lower to middle- and upper-income individuals in single-person and family households. The Company's ideal consumers desire a convenient retail experience within a 10-mile radius of our retail locations. Safe, high quality medicine for everyone.

### Competitive Analysis

We believe that if the current trend continues there will likely be an additional 15-30 retail stores that will open annually throughout the State of Massachusetts in 2019. We expect this growth trend to continue before accelerating in late 2020 and into 2021 as communities become more accepting. NEA is the 7th recreational business to be approved and operating in the commonwealth with an additional 2 locations to come online over the next 12 months. Additionally, NEA is engaging in at least 3-6 retail inventory support contracts that will allow NEA to provide cannabis and cannabis products for our affiliates. NEA is also engaging in licensing agreements with multiple proven cannabis brands including FlavRX and Rebel Coast amongst others. Many companies that wish to get into the cannabis industry hit a barrier to entry due to the highly regulated industry, both financially and regulatory. The Company will evaluate market conditions regularly and make decisions on how and where we will compete to stay at the forefront of the industry.

## **Strategic Trends**

TECHNOLOGY TREND: Customers want to be able to access information more quickly on-the-go; to be able to read reviews of the Company at websites such as [www.leafly.com](http://www.leafly.com); [www.yelp.com](http://www.yelp.com); [www.google.com](http://www.google.com). NEA will stay relevant and up-to-date with technology and remain ahead of the competition and stay within regulatory parameters.

ECONOMIC TREND: Cannabis sales and participation rates are growing rapidly as more states have legalized both Medical and/or Recreational Marijuana sales and use. This trend is highly unlikely to change in the foreseeable future. We believe the cannabis industry is in its infant stage and will likely grow at exponential rates over the next 20 years.

## **Market Growth**

Total marijuana retail sales in the U.S. are expected to continue to grow double digits on an annual basis likely reaching \$11 billion by 2020. This is incredible growth considering that from the year 2000 through 2013 retail sales hit \$1.6 billion and in 2016 total sales are projected to be \$4.3 billion. If those numbers aren't impressive enough the actual economic impact from the cannabis industry in 2016 is expected to be \$16 billion and grow to \$44 billion by 2020. 2016 was a pivotal year for the industry with California, Massachusetts, Maine and Nevada voting to approve recreational marijuana for adult use and Florida overwhelmingly approving to expand its MMJ regulations.

## **VI. Marketing Strategy**

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The Company's success will be achieved by providing great Patients and Consumers products while also employing a proven digital marketing strategy to attract customers. Today's market requires more than just great products to make a company successful. NEA will constantly strive to win additional customers by being proactive rather than reactive in its marketing efforts. The Company's management will continue to create and maintain a positive, appealing image for the Company, which will be consistently applied, as described below:

### **Website**

The Company's management will continue to be responsible for maintaining a fresh, interactive and well-designed website, which allows visitors to review the Company's menu of products, view images of the Company's facilities, access directions to the Company's locations, and view the store hours of operation.

### **Social Networking**

Company's management will be responsible for maintaining fresh, interactive and well-designed accounts with popular social networking sites, including without limitation [www.facebook.com](http://www.facebook.com), [www.instagram.com](http://www.instagram.com), [www.twitter.com](http://www.twitter.com) and [www.yelp.com](http://www.yelp.com), which will allow visitors to review the Company's products, view images of the Company's RMD facility, access directions to the Company's RMD, and view the RMD's hours of operation.

### **Digital Marketing**

The Company's management will be responsible for deploying a digital marketing campaign to attract new Patients as they search online for the unique products offered by NEA. Many techniques will be used including pay per click advertising and Company awareness on relevant digital platforms dedicated to serving the industry.

## **VII. Growth Plan**

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### **Growth Plan**

While Company's management will focus first and foremost on developing this business to achieve a successful return on investment without the need for expansion, the Company's appealing services, comfortable atmosphere and competitive prices will likely position the business for broad customer appeal in a wide range of markets. To this end, as the Company delivers profitability, the Company's management will carefully consider organic and/or acquisitive expansion opportunities.

## VIII. Fall River Two-Year Pro-Forma

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	<u>2020</u>	<u>2021</u>
<b>Revenue</b>	\$ 40,000,000	\$ 40,000,000
COGS - Cost of Goods Sold	\$ 19,000,000	\$ 19,000,000
Gross Profit	\$ 21,000,000	\$ 21,000,000
% of revenue	52.5%	52.5%
<b>Direct Expenses</b>		
Operating Expenses	\$ 5,000,000	\$ 5,000,000
<b>Total Operating Expenses</b>	\$ 5,000,000	\$ 5,000,000
<b>Operating Income (EBITDA)</b>	\$ 16,000,000	\$ 16,000,000
% of revenue	40%	40%
Depreciation and Amortization	\$ -	\$ -
Earnings Before Interest & Taxes (EBIT)	\$ 16,000,000	\$ 16,000,000
	40%	40%
Interest Expense	\$ 1,500,000	\$ 1,500,000
Earnings Before Taxes (EBT)	\$ 14,500,000	\$ 14,500,000
Federal Tax	\$ (4,410,000)	\$ (4,410,000)
State Tax	\$ (1,680,000)	\$ (1,680,000)
<b>Net Income</b>	\$ 8,410,000	\$ 8,410,000
% of revenue	21%	21%





## **Plan for Separating Recreational from Medical Operations**

Northeast Alternatives, Inc. (“NEA”) has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the CCC, NEA will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21-years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), NEA will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of NEA’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another NEA location and transferable to NEA’s retailer location within 48 hours. NEA may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, NEA will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

NEA will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.



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

Pursuant to 935 CMR 500.050(5)(b), Northeast Alternatives, Inc. (“NEA”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. Upon entry into the premises of the marijuana establishment by an individual, a marijuana establishment agent shall immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event NEA discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the CCC will be promptly notified, pursuant to 935 CMR 500.105(1)(l). NEA will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), NEA will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. NEA will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), NEA packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. NEA’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## **Quality Control and Testing**

### **Quality Control**

Northeast Alternatives, Inc. (“NEA”) will comply with the following sanitary requirements:

1. Any NEA agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any NEA agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. NEA’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in NEA’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. NEA’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. NEA will ensure that litter and waste is properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. NEA’s floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. NEA’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. NEA’s buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. NEA will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

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

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

NEA will ensure that its facility is always maintained in a sanitary fashion, and NEA will comply with all applicable sanitary requirements.

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

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

### Testing

NEA will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of NEA's marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of NEA's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

NEA's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the CCC within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

NEA will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). All storage of NEA's marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to NEA for disposal or by the Independent Testing Laboratory disposing of it directly.



## **Personnel Policies Including Background Checks**

### **Overview**

Northeast Alternatives, Inc. (“NEA”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. NEA will keep, at a minimum, the following personnel records:

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

### **Job Descriptions**

**Director of Security:** Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for NEA, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to NEA agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the NEA facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the NEA facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of NEA agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

**Security Agent:** Security Agents monitor NEA’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the NEA facility by verifying appropriate ID cards

and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and NEA agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the NEA facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort NEA agents from the facility during non-business hours and perform security checks at designated intervals.

Retail Manager: The Retail Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The retail manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Packaging Associate: Packaging Associates support the Retail Manager during day-to-day operations. Responsibilities include but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrack system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring NEA's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at NEA will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for NEA, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of NEA agents;
- Review and revise NEA personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for NEA agents under the supervision of the executive management team and department managers;

- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Chief Production Officer (CPO): The CPO is responsible for all daily operations and maintenance of the Cultivation Facility. The CPO will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim/Packaging Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into BioTrack
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault;
- Relaying information to the Retail Manager for sales purposes; and
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the CPO and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the CPO;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to CPO; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or CPO. Responsibilities include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Post-Harvest Manager: The Post-Harvest Manager is responsible for all post-harvest handling of marijuana. The Post-Harvest Manager coordinates directly with Cultivation Manager and/or CPO regarding harvest schedules. Post-Harvest Manager reports directly to the Cultivation Manager and the CPO and is responsible for the following:

- Transition and oversight of harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and/or manually.
- Will enter and oversee entry of necessary information into seed-to-sale tracking software.
- Oversees Trim/Packaging Technicians and delegates daily tasks to production agents.
- Quality control of finished marijuana flowers/trim.
- Monitor status of Dry/Cure Room and of marijuana flowers/trim that are drying/curing.
- Entering wet and dry weights of all product including flowers, trim and waste into BioTrack.
- Work with cultivation agents to ensure prompt delivery of marijuana trim to Extraction Lab or MIPs Kitchen.
- In charge of bulk medicine packaging and storing in dedicated vault.
- Relay information to the Retail Manager for dispensary/sales purposes.
- Communicate with the Extraction Manager to maintain understanding of schedule and available product for extraction.

Trim/Packaging Technicians: Trim/Packaging Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim/Packaging Technicians report directly to the Post-Harvest Manager and are responsible for:

- Receiving daily tasks from the Post-Harvest Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with NEA and will include, at a minimum, the following:

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

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

### Staffing Plan and Business Hours

#### Hiring and Recruitment

NEA's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. NEA's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- NEA's Diversity Plan and Community Initiatives;
- NEA's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

#### Standards of Conduct

NEA is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is NEA's mission to provide a professional workplace free from harassment and discrimination for employees. NEA will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by

any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to NEA's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at NEA employees or customers also is condemned and will be promptly addressed.

#### *Violence and Weapons in the Workplace*

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on NEA facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

#### *At-Will Employment*

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

#### *Workplace Attire*

The required attire for registered agents at NEA varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

#### Business Hours for Marijuana Cultivator

Monday:	9am-5pm
Tuesday:	9am-5pm
Wednesday:	9am-5pm
Thursday:	9am-5pm
Friday:	9am-5pm
Saturday:	9am-5pm

Sunday: 9am-5pm

## Overview of Personnel Policies and Procedures

### *Standard Employment Practices*

NEA values the contributions of its management and staff positions. NEA will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

### *Advancement*

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

### *Written Policies*

NEA's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. Sq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

### *Investigations*

NEA will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.

### *Designated Outside Counsel*

NEA may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

## Job Status

### *Job Classifications*

Positions at NEA are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

### *Work Schedules*

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

#### *Mandatory Meetings and Community Service Days*

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department shall have a mandatory weekly meeting schedule by the department manager. The department managers shall provide agendas for all meeting and shall report to their executive manager.

#### *Breaks*

Daily breaks, including lunch breaks, shall comply with the laws of the Commonwealth.

#### *Performance Reviews*

Performance reviews will be conducted by executive or department managers. Reviews shall be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

#### *Leave Policies*

NEA leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. NEA will determine which holidays will be observed and which departments will not be required to work. NEA will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

NEA anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

#### *Disciplinary Policies*



### *Purpose*

NEA's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of NEA's discipline policy and procedure have been designed consistent with NEA's organizational values, best practices, and employment laws.

NEA reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on NEA's organization.

### *Procedure*

#### *Step 1: Counseling and Verbal Warning*

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

#### *Step 2: Written Warning*

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, NEA recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

#### *Step 3: Suspension and Final Written Warning*

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

#### *Step 4: Recommendation for Termination of Employment*

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, NEA will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, NEA reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between NEA and its employees.

#### *Appeal Process*

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

### *Performance and Conduct Issues Not Subject to Progressive Discipline*

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

### *Documentation*

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

### *Separation of Employment*

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from NEA, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

### *Types of Separation*

#### *1. Resignation*

Resignation is a voluntary act initiated by the employee to end employment with NEA. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

#### *2. Retirement*

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of NEA to give special recognition to employees at the time of their retirement.

#### *3. Job Abandonment*

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays shall be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager shall notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination

Employees of NEA are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

*Exit Interview*

The separating employee shall contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

*Return of Property*

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

*Termination of Benefits*

An employee separating from NEA is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

*Health Insurance*

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

*Rehire*

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

### Compensation

As an employer, NEA believes that it is in the best interest of both the organization and NEA's employees to fairly compensate its workforce for the value of the work provided. It is NEA's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

### *Selection Criteria*

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at NEA, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### *Responsibilities*

The executive management team will give final approval for the compensation system that will be used by NEA.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would

include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

### *Management Responsibility*

1. The CEO is charged with ensuring that NEA is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget shall include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment shall be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO shall ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

### Agent Background Checks

- In addition to completing the CCC's agent registration process, all agents hired to work for NEA will undergo a detailed background investigation prior to being granted access to a NEA facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for NEA pursuant to 935 CMR 500.100 and shall be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), NEA will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability.
  - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period shall commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, NEA shall:
  - a. Comply with all guidance provided by the CCC and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.

- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, NEA will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
    - x. Any other relevant information, including information submitted by the subject.
  - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, NEA will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by NEA along with any legal notices required.
  - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the CCC.
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the CCC.
  - References provided by the agent will be verified at the time of hire.

- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by NEA or the CCC.



## **Record Keeping Procedures**

### **General Overview**

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

### **Record Keeping**

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

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - CCC Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of State Filings
    - Board of Directors Meetings
    - Minutes from Board of Directors Meetings

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;
  - Salary and wages paid to each agent, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with NEA, including members of the non-profit corporation, if any.
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each dispensary agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with NEA and will include, at a minimum, the following:
    - All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - NEA will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records

- NEA will use BioTrack to maintain real-time inventory. BioTrack inventory reporting meets the requirements specified by the CCC and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
  - Within ten (10) calendar days, NEA will provide written notice to the CCC of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and CCC were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by NEA for no less than one year or the duration of an open investigation, whichever is longer, and made available to the CCC and law enforcement authorities upon request.
- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, NEA will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment agents present during the disposal or handling, with their signatures. NEA will keep disposal records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the CCC.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CCC upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CCC upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records

- NEA will retain all shipping manifests for a minimum of one (1) year and make them available to the CCC upon request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
  - In the event NEA closes, all records will be kept for at least two (2) years at NEA's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, NEA will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to NEA's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Agent security policies, including personal safety and crime prevention techniques;
  - A description of NEA's hours of operation and after-hours contact information, which will be provided to the CCC, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the CCC;
    - Engaged in unsafe practices with regard to NEA operations, which will be reported to the CCC; or

- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board members and executives of NEA, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on NEA's website.
- Policies and procedures for the handling of cash on NEA premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that shall include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

#### Record-Retention

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

## **Maintaining of Financial Records**

Northeast Alternatives, Inc.'s ("NEA") operating policies and procedures ensure financial records are accurate and maintained in compliance with the CCC's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the CCC may access this information to carry out its official duties.
- All record keeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which shall include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members of the nonprofit corporation, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the CCC, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the CCC upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the CCC and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If co-located with a medical marijuana treatment center, maintaining and providing the CCC on a biannual basis accurate sales data collected by the

licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the CCC's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the CCC's regulations.

## **Qualifications and Training**

NEA will ensure that all employees hired to work at a NEA facility will be qualified to work as a Marijuana Establishment Agent and properly trained to serve in their respective roles in a compliant manner.

### **Qualifications**

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

NEA will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802 and depending on their position. In the event that NEA discovers any of its agents are not suitable for registration as a Marijuana Establishment Agent, the agent's employment will be terminated, and NEA will notify the CCC within one (1) business day that the agent is no longer associated with the establishment.

### **Training**

As required by 935 CMR 500.105(2), and prior to performing job functions, each of NEA's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of NEA's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the CCC to provide the annual minimum of two hours of responsible vendor training to Marijuana Establishment Agents. NEA's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. NEA's owners, managers, and employees will then successfully complete the program once every year thereafter. NEA will also encourage administrative employees who do not handle or sell marijuana to take the "responsible vendor" program on a voluntary basis to help ensure compliance. NEA's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the CCC and any other state licensing authority upon request.

As part of the Responsible Vendor program, NEA's agents will receive training on a variety of topics relevant to Marijuana Establishment operations, including but not limited to the following:



1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications; and
5. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.
6. Such other areas of training determined by the CCC to be included.

## **DIVERSITY PLAN**

### **Overview**

Northeast Alternatives, Inc. (“Northeast Alternatives”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.

To support such populations, Northeast Alternatives has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Northeast Alternatives’ operations.

### **Goals**

In order for Northeast Alternatives to promote equity for the above-listed groups in its operations, Northeast Alternatives has established the following goals:

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment.

### **Programs**

Northeast Alternatives has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Participating in at least one (1) career fairs per year in underrepresented and minority communities; and
2. Advertising employment opportunities (as they become available) in diverse publications, job boards or other media.
3. Utilizing the Massachusetts Supplier Diversity Office’s Directory of Certified Businesses to ensure diverse organization vendor and contractor spending at or above 20% of total related expenses.

### **Measurements**

The HR Manager will administer the Plan and will be responsible for developing and tracking measurable outcomes to ensure Northeast Alternatives continues to meet its commitments. Such measurable outcomes, in accordance with Northeast Alternatives’ goals and programs described above, include:

- The number of and location of any career fairs that Northeast Alternatives participates in, including documentation of all resumes received as a result of such career fairs;
- 10 or more individuals falling into the above-listed demographics hired and retained for a period of at least six months as a result of Northeast Alternatives’ career fairs;
- The number of employment opportunities advertised in diverse publications, job boards or other media, including documentation of all resumes received as a result of such advertisements; and

- 10 or more individuals falling into the above-listed demographics hired and retained for a period of at least six months as a result of the employment opportunities advertised in diverse publications, job boards or other media.

Beginning upon the Commission's approval of this amended Plan, Northeast Alternatives will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The HR Manager will review and evaluate Northeast Alternatives' measurable outcomes no less than twice annually to ensure that Northeast Alternatives is meeting its commitments. Northeast Alternatives is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

- Northeast Alternatives will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Northeast Alternatives will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.