Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR281379

Original Issued Date: 02/26/2019

Issued Date: 01/16/2020

Expiration Date: 02/26/2021

Payment Received: $5000 **Payment Required:** $10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Nova Farms, LLC **Federal Tax Identification Number EIN/TIN:** [redacted]

Phone Number: 508-212-4490 **Email Address:** derek@novafarms.com

Business Address 1: 34 Extension Street **Business Address 2:**

Business City: Attleboro **Business State:** MA **Business Zip Code:** 02703

Mailing Address 1: 34 Extension Street **Mailing Address 2:**

Mailing City: Attleboro **Mailing State:** MA **Mailing Zip Code:** 02703

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: BCWC, LLC

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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: 41.71 **Percentage Of Control:** 100

Role: Board Member **Other Role:**

First Name: Derek **Middle Name:** **Last Name:** Ross **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: White

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 8.3 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: John **Middle Name:** [redacted] **Last Name:** Kenyon **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: White

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 8.3 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: Brett **Middle Name:** **Last Name:** Fish **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: White

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 6.6 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: Blair **Middle Name:** **Last Name:** Fish **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: White

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 7.55 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: Duncan **Middle Name:** **Last Name:** Harris **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: White

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1.51 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: Zachary **Middle Name:** **Last Name:** Allen **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: White

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 1.51 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: Robert **Middle Name:** **Last Name:** Grillo **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: White

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Future Farms Technologies, Inc. **Entity DBA:**

Email: Kate@FutureFarmTech.com **Phone:** 617-312-7479

Address 1: 368 Washington Street, Suite 206 **Address 2:**

City: Dedham **State:** MA **Zip Code:** 02026

Types of Capital: Debt **Other Type of Capital:** **Total Value of Capital Provided:** $5 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: John **Owner Middle Name:** **Owner Last Name:** Kenyon **Owner Suffix:**

Entity State Business Identification Number: 001676500 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Kenyon Law Associates, LLP **Entity DBA:**

Entity Description: Law Firm

Entity Phone: 401-789-0217 **Entity Email:** JFK@KenyonLawyers.com **Entity Website:** www.kenyonlawyers.com

Entity Address 1: 133 Old Tower Hill Road **Entity Address 2:**

Entity City: Wakefield **Entity State:** RI **Entity Zip Code:** 02879 **Entity Country:** United States of America

Entity Mailing Address 1: 133 Old Tower Hill Road **Entity Mailing Address 2:**

Entity Mailing City: Wakefield **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02879 **Entity Mailing Country:** United States of America

Business Interest in Other State 2

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

Owner First Name: John **Owner Middle Name:** **Owner Last Name:** Kenyon **Owner Suffix:**

Entity State Business Identification Number: 000989303 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: OSCC, LLC **Entity DBA:** Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivation Center

Entity Phone: 401-418-4929 **Entity Email:** info@zachandteds.com **Entity Website:** www.zachandteds.com

Entity Address 1: 65 Meadow Street **Entity Address 2:**

Entity City: Warwick **Entity State:** RI **Entity Zip Code:** 02886 **Entity Country:** United States of America

Entity Mailing Address 1: 65 Meadow Street **Entity Mailing Address 2:**

Entity Mailing City: Warwick **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02886 **Entity Mailing Country:** United States of America

Business Interest in Other State 3

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

Owner First Name: Duncan **Owner Middle Name:** [redacted] **Owner Last Name:** Harris **Owner Suffix:**

Entity State Business Identification Number: 0027378 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Harris Commercial Holdings, LLC **Entity DBA:**

Entity Description: Real estate company

Entity Phone: 802-343-4661 **Entity Email:** DuncanHarris1973@gmail.com **Entity Website:**

Entity Address 1: 717 Dakin Road **Entity Address 2:**

Entity City: Ferrisburgh **Entity State:** VT **Entity Zip Code:** 05456 **Entity Country:** United States of America

Entity Mailing Address 1: 717 Dakin Road **Entity Mailing Address 2:**

Entity Mailing City: Ferrisburgh **Entity Mailing State:** VT **Entity Mailing Zip Code:** 05456 **Entity Mailing Country:** United States of America

Business Interest in Other State 4

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

Owner First Name: Duncan **Owner Middle Name:** [redacted] **Owner Last Name:** Harris **Owner Suffix:**

Entity State Business Identification Number: 0279229 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Squam Lake, LLC **Entity DBA:**

Entity Description: Real estate company

Entity Phone: 802-343-4661 **Entity Email:** DuncanHarris1973@gmail.com **Entity Website:**

Entity Address 1: 717 Dakin Road **Entity Address 2:**

Entity City: Ferrisburgh **Entity State:** VT **Entity Zip Code:** 05456 **Entity Country:** United States of America

Entity Mailing Address 1: 717 Dakin Road **Entity Mailing Address 2:**

Entity Mailing City: Ferrisburgh **Entity Mailing State:** VT **Entity Mailing Zip Code:** 05456 **Entity Mailing Country:** United States of America

Business Interest in Other State 5

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

Owner First Name: Duncan **Owner Middle Name:** [redacted] **Owner Last Name:** Harris **Owner Suffix:**

Entity State Business Identification Number: 0310749 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Harris & Montgomery, LLC - amended to Kingsland Company, LLC **Entity DBA:**

Entity Description: Real estate brokerage firm

Entity Phone: 802-658-0088 **Entity Email:** Duncan@kingslandVT.com **Entity Website:** www.kingslandvt.com

Entity Address 1: 1 Lawson Lane, Suite 215 **Entity Address 2:**

Entity City: Burlington **Entity State:** VT **Entity Zip Code:** 05401 **Entity Country:** United States of America

Entity Mailing Address 1: 1 Lawson Lane, Suite 215 **Entity Mailing Address 2:**

Entity Mailing City: Burlington **Entity Mailing State:** VT **Entity Mailing Zip Code:** 05401 **Entity Mailing Country:** United States of America

Business Interest in Other State 6

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

Owner First Name: Blair **Owner Middle Name:** [redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 000506108 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Fish Advertising, Inc. **Entity DBA:**

Entity Description: Advertising & Marketing Services

Entity Phone: 401-398-0050 **Entity Email:** Blair@FishAdvertising.com **Entity Website:** FishAdvertising.com

Entity Address 1: 25 Autumn Lane **Entity Address 2:**

Entity City: West Kingston **Entity State:** RI **Entity Zip Code:** 02882 **Entity Country:** United States of America

Entity Mailing Address 1: 378 Main Street - Box 6 **Entity Mailing Address 2:**

Entity Mailing City: East Greenwich **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02818 **Entity Mailing Country:** United States of America

Business Interest in Other State 7

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

Owner First Name: Blair **Owner Middle Name:** [redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 00989303 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: OSCC, LLC **Entity DBA:** Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: **Entity Email:** **Entity Website:** ZachandTeds.com

401-418-2929 Info@ZackandTeds.com

Entity Address 1: 65 Meadow Street **Entity Address 2:**

Entity City: Warwick **Entity State:** RI **Entity Zip Code:** 02886 **Entity Country:** United States of America

Entity Mailing Address 1: 65 Meadow Street **Entity Mailing Address 2:**

Entity Mailing City: Warwick **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02886 **Entity Mailing Country:** United States of America

Business Interest in Other State 8

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

Owner First Name: Blair **Owner Middle Name:** [redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 000163255 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Knight Street Group, LLC **Entity DBA:**

Entity Description: Real Estate Holdings Group

Entity Phone: 401-418-2929 **Entity Email:** Blair@FishAdvertising.com **Entity Website:** FishAdvertising.com

Entity Address 1: 181 Knight Street **Entity Address 2:**

Entity City: Warwick **Entity State:** RI **Entity Zip Code:** 02886 **Entity Country:** United States of America

Entity Mailing Address 1: 158B Sherman Road **Entity Mailing Address 2:**

Entity Mailing City: Wakefield **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02879 **Entity Mailing Country:** United States of America

Business Interest in Other State 9

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

Owner First Name: John **Owner Middle Name:** **Owner Last Name:** Kenyon **Owner Suffix:**

Entity State Business Identification Number: 000081239 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Priority Title Company **Entity DBA:**

Entity Description: Real Estate Title Company

Entity Phone: 401-789-0276 **Entity Email:** JFK@PriorityTitleCompany.com **Entity Website:** www.prioritytitlecompany.com

Entity Address 1: 133 Old Tower Hill Road, Suite Two **Entity Address 2:**

Entity City: Wakefield **Entity State:** RI **Entity Zip Code:** 02879 **Entity Country:** United States of America

Entity Mailing Address 1: 133 Old Tower Hll Road, Suite Two **Entity Mailing Address 2:**

Entity Mailing City: Wakefield **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02879 **Entity Mailing Country:** United States of America

Business Interest in Other State 10

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

Owner First Name: Derek **Owner Middle Name:** [redacted] **Owner Last Name:** Ross **Owner Suffix:**

Entity State Business Identification Number: 000841158 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Cannatech LLC **Entity DBA:**

Entity Description: Consulting Company

Entity Phone: 508-212-4490 **Entity Email:** Derek@Cannatech.com **Entity Website:** Cannatech.com

Entity Address 1: 632 Chestnuthill Road **Entity Address 2:**

Entity City: Chepachet **Entity State:** RI **Entity Zip Code:** 02814 **Entity Country:** United States of America

Entity Mailing Address 1: 85 INDUSTRIAL CIRCLE, UNIT 2301 **Entity Mailing Address 2:**

Entity Mailing City: Lincoln **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02865 **Entity Mailing Country:** United States of America

Business Interest in Other State 11

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

Owner First Name: Derek **Owner Middle Name:** [redacted] **Owner Last Name:** Ross **Owner Suffix:**

Entity State Business Identification Number: 001667885 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Herask Associates, LLC **Entity DBA:**

Entity Description: Medical marijuana cultivator

Entity Phone: 508-212-4490 **Entity Email:** Derek@Cannatech.com **Entity Website:** FutureFarmTech.com

Entity Address 1: 342 Compass Circle Unit B3/4 **Entity Address 2:**

Entity City: North Kingstown **Entity State:** RI **Entity Zip Code:** 02852 **Entity Country:** United States of America

Entity Mailing Address 1: 342 Compass Circle Unit B3/4 **Entity Mailing Address 2:**

Entity Mailing City: North Kingstown **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02852 **Entity Mailing Country:** United States of America

Business Interest in Other State 12

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

Owner First Name: Brett **Owner Middle Name:** [redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 00989303 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: OSCC, LLC **Entity DBA:** Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: 401-639-2600 **Entity Email:** info@zachandteds.com **Entity Website:** ZachandTeds.com

Entity Address 1: 65 Meadow Street **Entity Address 2:**

Entity City: Warwick **Entity State:** RI **Entity Zip Code:** 02886 **Entity Country:** United States of America

Entity Mailing Address 1: 65 Meadow Street **Entity Mailing Address 2:**

Entity Mailing City: Warwick **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02886 **Entity Mailing Country:** United States of America

Business Interest in Other State 13

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

Owner First Name: Brett **Owner Middle Name:** Everett **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 000163255 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:**

[redacted]

Entity Legal Name: Knight Street Group, LLC **Entity DBA:**

Entity Description: Real Estate Holdings Group

Entity Phone: 401-639-2600 **Entity Email:** BrettFish3@gmail.com **Entity Website:**

Entity Address 1: 181 Knight Street **Entity Address 2:**

Entity City: Warwick **Entity State:** RI **Entity Zip Code:** 02886 **Entity Country:** United States of America

Entity Mailing Address 1: 158B Sherman Road **Entity Mailing Address 2:**

Entity Mailing City: Wakefield **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02879 **Entity Mailing Country:** United States of America

Business Interest in Other State 14

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

Owner First Name: Brett **Owner Middle Name:**[redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 000274013 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: New England Credit Card Systems **Entity DBA:**

Entity Description: Merchant Service Provider

Entity Phone: 401-302-1459 **Entity Email:** BFish@NewEnglandccs.com **Entity Website:** www.newenglandcreditcardsystems.com

Entity Address 1: 378 Main Street, Suite 9A **Entity Address 2:**

Entity City: East Greenwich **Entity State:** RI **Entity Zip Code:** 02818 **Entity Country:** United States of America

Entity Mailing Address 1: 378 Main Street, Suite 9A **Entity Mailing Address 2:**

Entity Mailing City: East Greenwich **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02818 **Entity Mailing Country:** United States of America

Business Interest in Other State 15

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

Owner First Name: Brett **Owner Middle Name:**[redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 00155304 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Fly Credit Solutions, LLC **Entity DBA:**

Entity Description: Credit Card Sevices

Entity Phone: 401-639-2600 **Entity Email:** BrettFish3@gmail.com **Entity Website:**

Entity Address 1: 213 Orchard Woods Drive **Entity Address 2:**

Entity City: Saunderstown **Entity State:** RI **Entity Zip Code:** 02879 **Entity Country:** United States of America

Entity Mailing Address 1: 213 Orchard Woods Drive **Entity Mailing Address 2:**

Entity Mailing City: Saunderstown **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02879 **Entity Mailing Country:** United States of America

Business Interest in Other State 16

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

Owner First Name: Brett **Owner Middle Name:** [redacted] **Owner Last Name:** Fish **Owner Suffix:**

Entity State Business Identification Number: 4038706 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Ohio Craft Cultivators, LLC **Entity DBA:**

Entity Description: Cannabis Dispensary

Entity Phone: 401-639-2600 **Entity Email:** BrettFish3@gmail.com **Entity Website:**

Entity Address 1: 549 U.S. Highway 1 Bypass **Entity Address 2:**

Entity City: Portsmouth **Entity State:** NH **Entity Zip Code:** 03801 **Entity Country:** United States of America

Entity Mailing Address 1: 549 U.S.Highway 1 Bypass **Entity Mailing Address 2:**

Entity Mailing City: Portsmouth **Entity Mailing State:** NH **Entity Mailing Zip Code:** 03801 **Entity Mailing Country:** United States of America

Business Interest in Other State 17

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

Owner First Name: Derek **Owner Middle Name:** [redacted] **Owner Last Name:** Ross **Owner Suffix:**

Entity State Business Identification Number: 20183488DC **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Future Farms Maine, LLC **Entity DBA:**

Entity Description: Industrial hemp farm

Entity Phone: 508-212-4490 **Entity Email:** derek@cannatch.com **Entity Website:** futurefarmtech.com

Entity Address 1: 415 Congress Street, STE 202A **Entity Address 2:**

Entity City: Portland **Entity State:** ME **Entity Zip Code:** 04101 **Entity Country:** USA

Entity Mailing Address 1: 415 Congress Street, STE 202A **Entity Mailing Address 2:**

Entity Mailing City: Portland **Entity Mailing State:** ME **Entity Mailing Zip Code:** 04101 **Entity Mailing Country:** USA

Business Interest in Other State 18

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

Owner First Name: Zachary **Owner Middle Name:** [redacted] **Owner Last Name:** Allen **Owner Suffix:**

Entity State Business Identification Number: 00989303 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: OSCC, LLC **Entity DBA:** Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: 401-639-2600 **Entity Email:** info@ZachandTeds.com **Entity Website:** ZachandTeds.com

Entity Address 1: 65 Meadow Street **Entity Address 2:**

Entity City: Warwick **Entity State:** RI **Entity Zip Code:** 02886 **Entity Country:** USA

Entity Mailing Address 1: 65 Meadow Street **Entity Mailing Address 2:**

Entity Mailing City: Warwick **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02886 **Entity Mailing Country:** USA

Business Interest in Other State 19

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

Owner First Name: Robert **Owner Middle Name:** [redacted] **Owner Last Name:** Grillo **Owner Suffix:**

Entity State Business Identification Number: 00989303

Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID: [redacted]

Entity Legal Name: OSCC, LLC

Entity DBA: Ocean State Cultivatoin Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: 401-639-2600

Entity Email: Info@ZachandTeds.com

Entity Website: ZachandTeds.com

Entity Address 1: 65 Meadow Street

Entity Address 2:

Entity City: Warwick

Entity State: RI

Entity Zip Code: 02886

Entity Country: USA

Entity Mailing Address 1: 65 Meadow Street

Entity Mailing Address 2:

Entity Mailing City: Warwick

Entity Mailing State: RI

Entity Mailing Zip Code: 02886

Entity Mailing Country: USA

Business Interest in Other State 20

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

Owner First Name: Blair

Owner Middle Name: [redacted]

Owner Last Name: Fish

Owner Suffix:

Entity State Business Identification Number: 001689936

Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID: [redacted]

Entity Legal Name: Fishleaf Farms, LLC

Entity DBA:

Entity Description: Supplier of hemp products

Entity Phone: 401-639-2600

Entity Email: brett@novafarms.com

Entity Website: fishleaffarms.com

Entity Address 1: 25 Autumn Lane

Entity Address 2:

Entity City: West Kingston

Entity State: RI

Entity Zip Code: 02892

Entity Country: United States of America

Entity Mailing Address 1: 25 Autumn Lane

Entity Mailing Address 2:

Entity Mailing City: West Kingston

Entity Mailing State: RI

Entity Mailing Zip Code: 02892

Entity Mailing Country: United States of America

Business Interest in Other State 21

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

Owner First Name: John

Owner Middle Name:

Owner Last Name: Kenyon

Owner Suffix:

Entity State Business Identification Number: 001696206

Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID: [redacted]

Entity Legal Name: 133 Old Tower Hill Road, LLC

Entity DBA:

Entity Description: Real estate holding compny

Entity Phone: 401-789-0217

Entity Email: jfk@kenyonlawyers.com

Entity Website:

Entity Address 1: 133 Old Tower Hill Road

Entity Address 2:

Entity City: Wakefield

Entity State: RI

Entity Zip Code: 02879

Entity Country: United States of America

Entity Mailing Address 1: 133 Old Tower Hill Road

Entity Mailing Address 2:

Entity Mailing City: Wakefield

Entity Mailing State: RI

Entity Mailing Zip Code: 02879

Entity Mailing Country: United States of America

Business Interest in Other State 22

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

Owner First Name: John **Owner Middle Name:** **Owner Last Name:** Kenyon **Owner Suffix:**

Entity State Business Identification Number: 001684423 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Coast, LLC **Entity DBA:**

Entity Description: Consulting Services

Entity Phone: 401-741-6190 **Entity Email:** jrkenyon@cox.net **Entity Website:**

Entity Address 1: 133 Old Tower Hill Road **Entity Address 2:**

Entity City: Wakefield **Entity State:** RI **Entity Zip Code:** 02879 **Entity Country:** United States of America

Entity Mailing Address 1: 133 Old Tower Hill Road **Entity Mailing Address 2:**

Entity Mailing City: Wakefield **Entity Mailing State:** RI **Entity Mailing Zip Code:** 02879 **Entity Mailing Country:** United States of America

Business Interest in Other State 23

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

Owner First Name: Nova Farms LLC **Owner Middle Name:** **Owner Last Name:** **Owner Suffix:**

Entity State Business Identification Number: 001699341 **Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID:** [redacted]

Entity Legal Name: Nova Beverage LLC **Entity DBA:**

Entity Description: Hemp CBD beverage company

Entity Phone: 508-212-4490 **Entity Email:** derek@novafarms.com **Entity Website:** southiesseltzer.com

Entity Address 1: 1301 Atwood Avenue, Suite 215N **Entity Address 2:**

Entity City: Johnston **Entity State:** RI **Entity Zip Code:** 02919 **Entity Country:** United States of America

Entity Mailing Address 1: 34 Extension Street **Entity Mailing Address 2:**

Entity Mailing City: Attleboro **Entity Mailing State:** MA **Entity Mailing Zip Code:** 02703 **Entity Mailing Country:** United States of America

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Derek **Middle Name:** [redacted] **Last Name:** Ross **Suffix:**

Marijuana Establishment Name: Herask LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Providence **Marijuana Establishment State:** RI

Individual 2

First Name: John **Middle Name:** **Last Name:** Kenyon **Suffix:**

Marijuana Establishment Name: OSCC, LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Warwick **Marijuana Establishment State:** RI

Individual 3

First Name: Brett **Middle Name:** **Last Name:** Fish **Suffix:**

Marijuana Establishment Name: OSCC, LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Warwick **Marijuana Establishment State:** RI

Individual 4

First Name: Blair **Middle Name:** **Last Name:** Fish **Suffix:**

Marijuana Establishment Name: OSCC, LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Warwick **Marijuana Establishment State:** RI

Individual 5

First Name: Zachary **Middle Name:** **Last Name:** Allen **Suffix:**

Marijuana Establishment Name: OSCC, LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Warwick **Marijuana Establishment State:** RI

Individual 6

First Name: Robert **Middle Name:** **Last Name:** Grillo **Suffix:**

Marijuana Establishment Name: OSCC, LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Warwick **Marijuana Establishment State:** RI

Individual 7

First Name: Brett **Middle Name:** **Last Name:** Fish **Suffix:**

Marijuana Establishment Name: Ohio Craft Cultivators, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Portsmouth **Marijuana Establishment State:** NH

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 34 Extension Street

Establishment Address 2:

Establishment City: Attleboro **Establishment Zip Code:** 02703

Approximate square footage of the establishment: 27000 **How many abutters does this property have?:** 16

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Signed host community Certification and agreement.pdf	pdf	5bafc1ec479d474c27c113a5	09/29/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form_BCWC, LLC.pdf	pdf	5bafc2330a81ab55b83d0ae6	09/29/2018
Plan to Remain Compliant with Local Zoning	Plans to Comply with Local Zoning Ordinance Retail.pdf	pdf	5bafc4af8e16bb4c37416fec	09/29/2018

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.: $1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date

Plan for Positive Impact	Plan to Positively Impact Community of Disproportionate Impact 4827-6183-3826 v.2.pdf	pdf	5bafc4dd44729d4c559197bc	09/29/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: John **Middle Name:** **Last Name:** Kenyon **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 2

Role: **Other Role:**

First Name: Derek **Middle Name:** **Last Name:** Ross **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 3

Role: **Other Role:**

First Name: Blair **Middle Name:** **Last Name:** Fish **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 4

Role: **Other Role:**

First Name: Brett **Middle Name:** **Last Name:** Fish **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 5

Role: **Other Role:**

First Name: Duncan **Middle Name:** **Last Name:** Harris **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 6

Role: **Other Role:**

First Name: Robert **Middle Name:** **Last Name:** Grillo **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 7

Role: **Other Role:**

First Name: Zachary **Middle Name:** **Last Name:** Allen **Suffix:**

RMD Association: RMD Owner

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: BCWC LLC **Entity DBA:** **Federal Tax Identification Number EIN/TIN:** [redacted]

Entity Description: Marijuana Establishment

Phone: 508-212-4490 **Email:** derek@novafarms.com

Primary Business Address 1: 34 Extension Street **Primary Business Address 2:**

Primary Business City: Attleboro **Primary Business State:** MA **Principal Business Zip Code:** 02703

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles Of Incorporation SOS.pdf	pdf	5aede90f3deece0450ce8601	05/05/2018
Articles of Organization	Certificate Of Conversion SOS.pdf	pdf	5aede9349a67bb11cc7e441c	05/05/2018
Bylaws	BCWC LLC Operating Agreement-pgs. 1-15.pdf	pdf	5aede949ddfb91046e6104af	05/05/2018
Bylaws	BCWC LLC Operating Agreement-pgs.16-26.pdf	pdf	5aede95600caab11e09c96db	05/05/2018
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SOS August 2018.pdf	pdf	5bafaa9f44729d4c5591978e	09/29/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Department Of Revenue August 2018.pdf	pdf	5bafaab1ca5aee4c5f98ed02	09/29/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	BCWC LLC MA _Good Standing_12 03 2019.pdf	pdf	5df7a275d74bf6532e9fef65	12/16/2019
Secretary of Commonwealth - Certificate of Good Standing	Nova Farms MA Cert Good Standing.pdf	pdf	5df7a335bb37d053183dd46f	12/16/2019
Department of Revenue - Certificate of Good standing	Certificate Of Good Standing DOR.pdf	pdf	5e1fd87fc9bb4407292ac37c	01/15/2020

Massachusetts Business Identification Number: 001316771

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Nova Farms Biz Plan.pdf	pdf	5df7a814d74bf6532e9fef8f	12/16/2019
Proposed Timeline	Timeline.pdf	pdf	5df7abbd541f65570b945cee	12/16/2019
Plan for Liability Insurance	Nova Farms COI (1).PDF	pdf	5dfa47a72f1a065311395cdb	12/18/2019
Plan for Liability Insurance	PLAN TO OBTAIN LIABILITY INSURANCE.pdf	pdf	5dfa4a4c00f72d57285ed71c	12/18/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5b6b5a5b5a6f093923e4f09c	08/08/2018
Prevention of diversion	Prevention of diversion.pdf	pdf	5b6c3c33aa953e3937b592ac	08/09/2018
Dispensing procedures	SUPPLEMENTAL RESPONSE TO DISPENSING PROCEDURES-11 16 2018.pdf	pdf	5bef247282d97d04a0078439	11/16/2018
Transportation of marijuana	Transportation Plans.pdf	pdf	5dfe86a638f8ab571d6e208e	12/21/2019
Storage of marijuana	Storage Procedures.pdf	pdf	5dfe8852d74bf6532ea00025	12/21/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5dfe886d0aa7ba5339f6c60e	12/21/2019
Security plan	Security Procedure.pdf	pdf	5dfe8db2fab70557127ef4cd	12/21/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5dffb4d2fe65bd57507017f7	12/22/2019
Maintaining of financial records	Policies and procedures for maintaining financial records .pdf	pdf	5dffb60e5e2d54535a9c1cf1	12/22/2019
Qualifications and training	Policies And Procedures For Qualifications And Training.pdf	pdf	5dffe8fed74bf6532ea00159	12/22/2019
Diversity plan	Diversity Plan.pdf	pdf	5dffefcdf76dd253236e1d42	12/22/2019
Quality control and testing	Quality control and contaminant testing procedures.pdf	pdf	5dfff1ffbb37d053183de676	12/22/2019
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5dfff259b7ff09534ba00923	12/22/2019
Separating recreational from medical operations, if applicable	Plans For Separating Recreational from Medical Operations.pdf	pdf	5dfff436ef24345344e4eba0	12/22/2019
Personnel policies including background checks	Policies and Procedures For Personnel.pdf	pdf	5dfff8ddef24345344e4eba6	12/22/2019
Dispensing procedures	ESA Retail Operations.pdf	pdf	5e00f3fc0557385733b41800	12/23/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I 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: Nova Farms LLC in its original plan to positively impact areas of disproportionate impact intended on providing financial contributions to certain nonprofit organizations located in those areas. We were originally verbally informed by two of those organizations that they would accept our contributions. We have since learned that both organizations will not accept donations from cannabis companies. At that time, we began the process of locating another organization that would accept our financial contributions that met our goal to provide financial support to nonprofit community-based organizations which offer community support for people with developmental disabilities.

Nova Farms contacted Growthways, Inc. located in Brockton. Growthways, Inc. is a non-profit charitable organization whose mission is to provide community integrated programs for adults with intellectual and developmental disabilities. They provide quality services where individuals are supported and empowered to be valued, contributing members of their community.

Growthways provides education, training, advocacy, and support services to adults with intellectual disabilities in the Greater Brockton Area. Their approach is to see each person as an individual and to assist them in having the best quality of life possible. They are committed to providing high quality progressive supports in a home environment. They strive to educate and assist not only individuals and their families, but also the surrounding community, so that the people they serve can live as independently as possible and be valued members of their community. President and CEO of Growthways, Inc., Marty Berliner, confirmed that the organization is willing to accept donations from Nova Farms LLC.

Nova Farms has a provisional license and has not yet received its final license. We have requested approval of our Final Retail License but have had no sales or revenues to date. Upon receiving the Final License and commencing operations, we will begin the process of providing financial contributions to the organization.

Members of Nova Farms are already very active with local Veterans and have volunteered to serve on a fundraising committee to bring the Vietnam Veteran Memorial Wall to Attleboro, the city where our dispensary will be located. This effort is a very emotional and cathartic opportunity for Veterans throughout the local area; including the neighboring disproportionally impacted areas such as Mansfield, Walpole, Taunton. Nova Farms has reached out to this community and has planned to support the Moving Wall event both with volunteer services, providing meals for event volunteers and making a donation towards the financial support.

Nova Farms is working with the local Veteran Services Officer to provide discussions on the effects of marijuana and legislative updates. Nova Farms plans to connect with the Veterans Administration on any work programs that will help train Veterans and prepare them to transition into the civilian sector as well as learn valuable skills that are translatable in the private sector cannabis industry.

Our plan also included making our professional staff available to provide industry-specific instruction. In particular, Nova Farms will make its professional staff available for no less than an aggregate total of fifty (50) hours per year – based upon Nova Farms's licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission's regulations pertaining to Social Justice Leaders.

We have recently completed the facilities and have employed the professional staff needed to provide the educational seminars. Once we have our Final License and commence operations, we would begin providing the educational seminars. We look forward to achieving the goals in our plan.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Nova Farms LLC has a provisional license and has not yet received its final license. We have started the process of hiring employees to work in the retail facility in Attleboro. We are actively searching out new employees reaching out to the Veterans via communication with the VSO and the Latino Community by posting our advertisements in Spanish and marketing in areas of more diverse neighborhoods We held a job fair at the end of July. We intend on hiring a total of 40 to 50 employees. We have advertised the job fair in ethnic newspapers as required in our diversity plan. We intend on achieving, and hopefully surpassing, the goals set forth in our diversity plan.

Current Employees: 48* -20 personnel remained on payroll while in suspension
*Employees identify under several diversity groups
Of those employees the following are:
Attleboro Residents: 7
Veterans: 9
Female: 15
Latino: 2
Black: 4
Asian: 1
Middle Eastern: 1
Cape Verdean: 1
Haitian: 1
Employees over 55 years: 2**
*Nova Farms values the expertise and worth of employees of all ages. Nova Farms is pleased to have several 55+ employees

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 7:00 PM
Tuesday From: 10:00 AM	**Tuesday To:** 7:00 PM
Wednesday From: 10:00 AM	**Wednesday To:** 7:00 PM
Thursday From: 10:00 AM	**Thursday To:** 7:00 PM
Friday From: 10:00 AM	**Friday To:** 7:00 PM
Saturday From: 10:00 AM	**Saturday To:** 7:00 PM
Sunday From: 10:00 AM	**Sunday To:** 5:00 PM

BCWC

THE ROAD TO PROSPERITY

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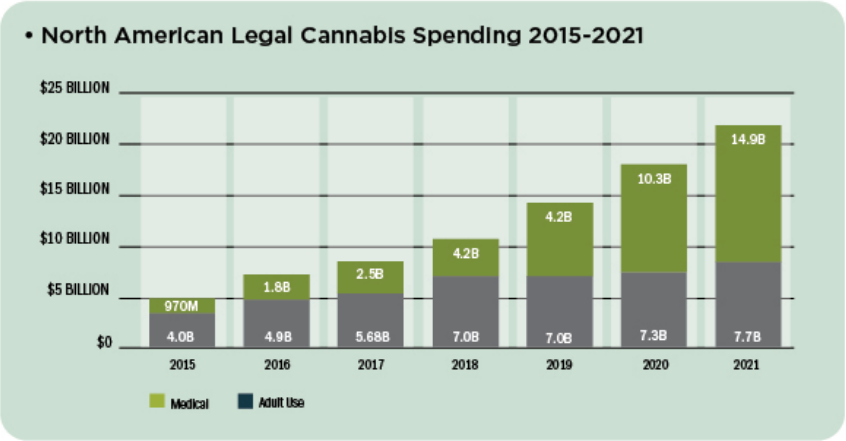
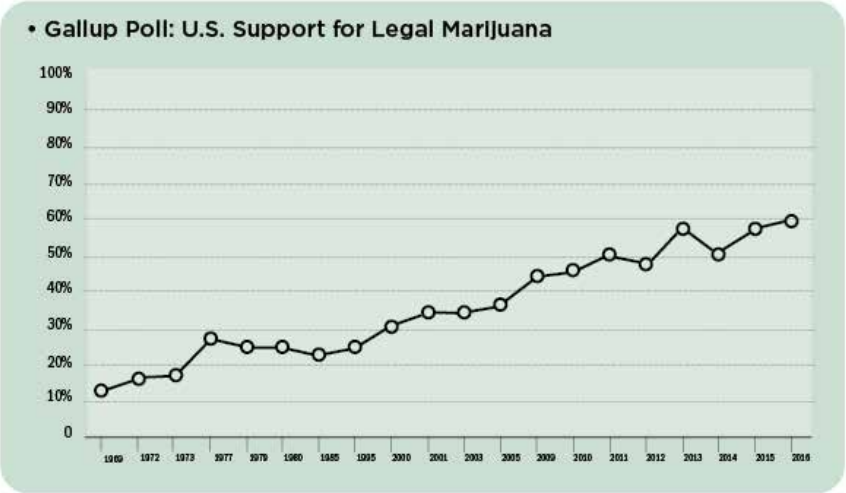
GENERAL DISCLOSURE

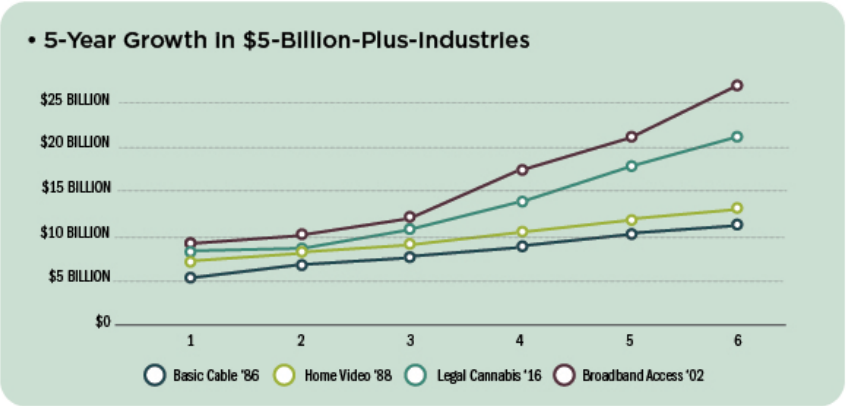
This Executive Summary has been prepared by BCWC, LLC (the "Company") solely for informational purposes and is not to be used as a basis for an investment decision. This Executive Summary is not an offering document and does not constitute an offer of securities. Dissemination of this Executive Summary without the written consent of the Company is prohibited. The information contained in this Executive Summary does not purport to be all-inclusive or to contain all of the information that a prospective participant may require. This Executive Summary includes certain statements, estimates and projections that may constitute "forward-looking statements" within the meaning of the Securities Exchange Act of 1934. These statements, estimates and projections may be prefaced by or subject to terms such as "anticipate," "believe," "continue," "estimate," "expect," "intend," "may" or "will." All statements that address expectations or projections about the future, including statements about the Company's strategy for growth, product development, market position, expenditures and financial results, are forward-looking statements. Forward-looking statements reflect various assumptions concerning projected results which as of the date hereof management believes are reasonable. However, actual results could differ materially from those in the forward-looking statements due to a number of risks and uncertainties. To the extent that the uncertainties do or do not occur, the outcome may vary substantially from anticipated or projected results, and accordingly, no opinion is expressed on the achievability of those forward-looking statements. No assurance can be given that any of the assumptions relating to the forward-looking statements specified in the enclosed material are accurate, and the Company assumes no obligation to update any such forward-looking statements. Some of the entities listed may be in the process of formation. This Executive Summary is intended only for the party or parties to whom it was directed. If you have received the Executive Summary in error or by other means, it must be destroyed and by no means circulated, copied or otherwise duplicated or disseminated without the express permission of the Company. Nothing in this Executive Summary should be construed as investment advice, nor should it be used to make investment decisions. Readers are advised to conduct their own due diligence prior to considering buying or selling any securities. No regulatory authority has approved or disapproved of the information contained herein.

THE FEDERAL CLIMATE

The United States is experiencing its next industrial revolution; cannabis. With states like Colorado, Washington, Oregon, Nevada & Alaska already selling cannabis recreationally and numerous more that are medicinally legal, the momentum is growing. Cannabis usage in the United States is experiencing unprecedented growth and will rival the best industry expansions of our country's past. With over 60% approval rating for the legalization of marijuana according to a recent Gallup Poll, Americans are becoming more accepting of cannabis and more active consumers. It is estimated that by the year 2021, the adult recreational cannabis industry in the North America will top $20 billion. Recent congressional and presidential statements have indicated strong support for states rights to implement their own cannabis policies. Moreover, with the resignation of former Attorney General Jeff Sessions, it creates a more open playing field in cannabis. With demand rising, public sentiment increasing, and states willing to allow legalized cannabis sales the time is right to seize this opportunity. There will never be a better time to get into the next industrial revolution.







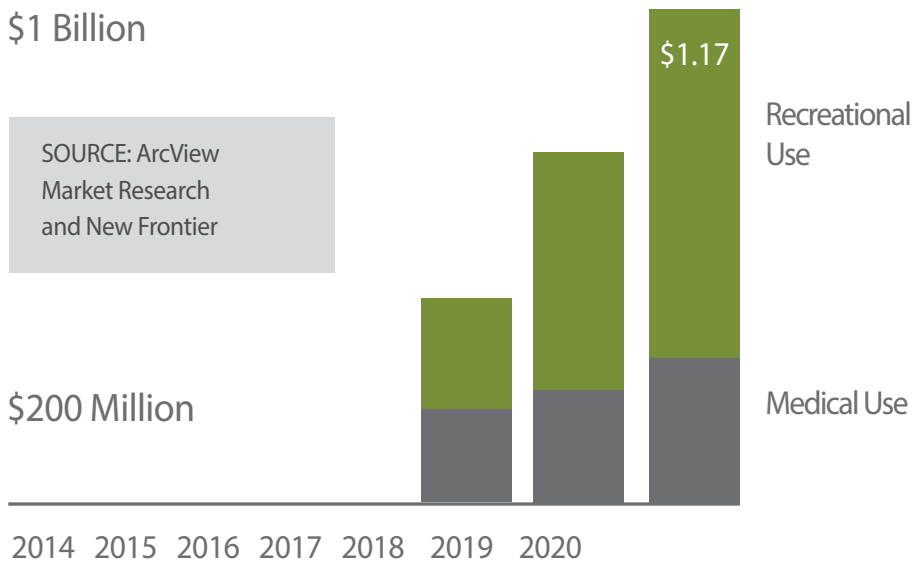
THE MASSACHUSETTS OPPORTUNITY

THE MASSACHUSETTS MARKET

Massachusetts offers a very unique opportunity in the state-by-state cannabis market. It is the first major state east of Colorado to open its doors and approve marijuana. It is also the first of the larger New England states where adult recreation has been approved as of July 2018. Neighboring states like Rhode Island, Vermont, New Hampshire and Connecticut are stalled with only medical dispensary distribution legal. The first mover advantage in Massachusetts will induce astronomical cannabis demand as was seen in states like Colorado & Washington. Cannabis consumers from neighboring states, even as far as New Jersey, will travel to Massachusetts to purchase cannabis. Local municipalities have also placed bans and moratoriums on cannabis activities which limits competition. This industry dynamic will induce a fertile market for companies to capitalize.

MARIJUANA MARKET GROWTH

Projected value of Marijuana sales in Massachusetts

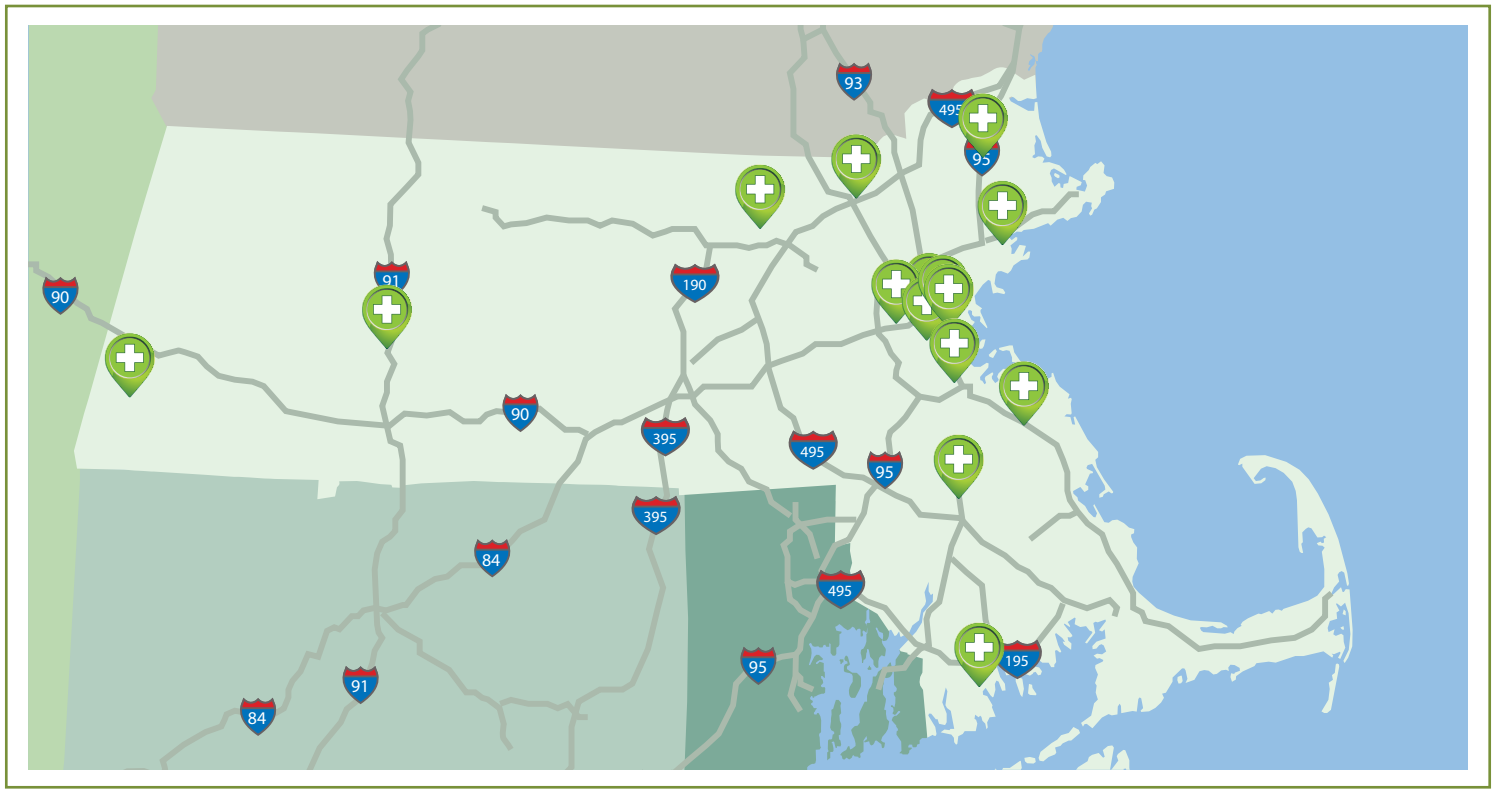


Estimates on the adult recreational cannabis market in Massachusetts are very robust. Arc View Market Research & New Frontier Research estimate the adult use recreational market to be $1.17 billion by 2020. Over the next few years, the legal cannabis market in Massachusetts is forecast to grow from $52.0 million in 2017 to an estimate between $1.07 -1.20 billion in 2020 with medical and adult use sales combined.

At this time, the Executive Office of Health and Human Services is not limiting the number of registered marijuana dispensaries (RMD) that will be approved, as long as the applicants demonstrate compliance with the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts 2012 and its implementing regulations, 105 CMR 725.000. Applications are being reviewed on a rolling basis.

There are currently 49 Registered Medical Dispensaries (RMDs) approved to sell cannabis in the state of Massachusetts. According to the Massachusetts Cannabis Control Commission, there are 85 applicants with completed applications for the recreational cannabis market (8 of which are in Bristol County, Massachusetts). Of the 85 applications submitted two have been approved for recreational sales as of July 2018. BCWC is one of a handful of prioritized applicants waiting on approval to grow and sell recreationally.

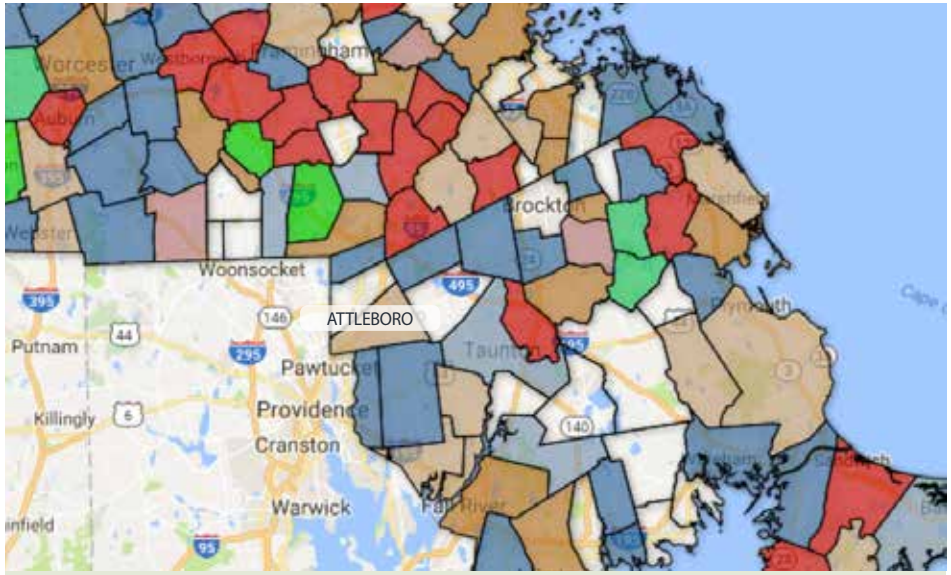
Listed below are some of the current Registered Medicinal Dispensaries in operation today in Massachusetts.



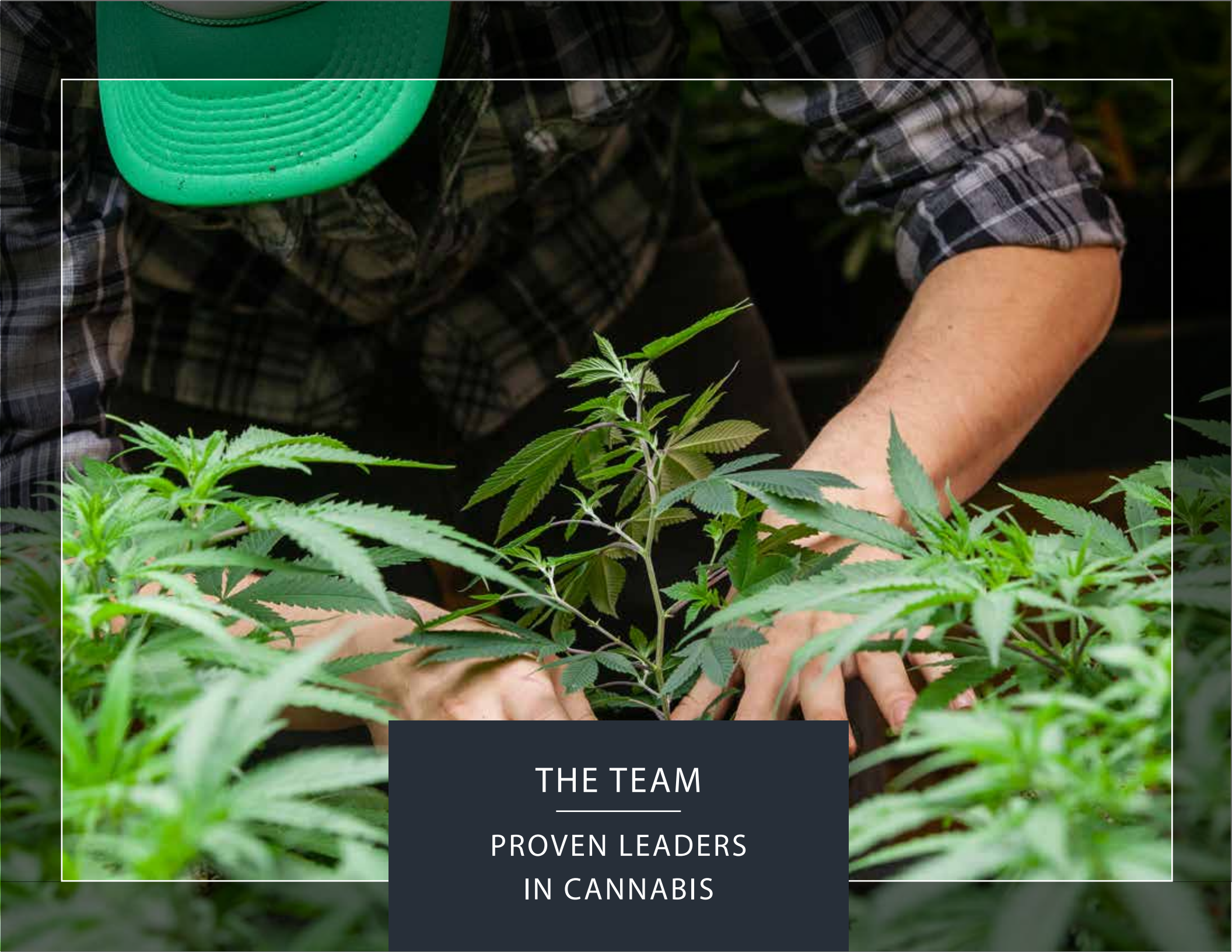
In 2012, 63% of Massachusetts' voters approved Question 3 on the ballot which created the current statewide medical marijuana program. The law allowed for 35 state-licensed non-profit dispensaries. In the November 8, 2016 election, Massachusetts' voters passed a ballot initiative making recreational cannabis legal in the state. Governor Charles Baker signed legislation on December 30, 2016 extending the start date for recreational sales by six months, to July 2018. The law imposes a 3.75 percent excise tax on commercial marijuana sales creating an immediate revenue stream for the state. More importantly, however, the law allows localities to have the authority to regulate, limit, or prohibit the operation of marijuana businesses. Since this time numerous towns have voted to prohibit cannabis retailers and cannabis producers from doing business in their municipalities. This local prohibition by towns creates a limited number of areas that cannabis facilities can operate placing a very high value on RMD's that have both state and municipality approval. BCWC is in a valuable position because it has both state and town acceptance.

BCWC is now poised to capture cannabis revenue from various sources. "Unlike other places where cannabis is legal, Massachusetts is within driving distance of many of the most populous places in America. This will make Massachusetts the cannabis capital of the world in short order. This cannabis tourism will drive significant revenue, tax dollars, and job growth which will make legalization very attractive to neighboring states," said Troy Dayton, CEO of The Arcview Group. With Rhode Island to the south, Connecticut to the southwest, New York to the west and Vermont and New Hampshire to the north, Massachusetts' recreational market will experience astonishing growth.

MASSACHUSETTS' TOWN MORATORIUM/BAN MAP- RECREATIONAL



RED - BAN BLUE - MORATORIUM BROWN - WAITING



THE TEAM

PROVEN LEADERS IN CANNABIS

TOP TIER TEAM

BCWC's diverse team of founding members brings tremendous cultivation experience, cannabis knowledge, and industry expertise to ensure success. Our board will be used as an advisory committee to oversee and manage the BCWC Employee Team in order to create shareholder value.

DEREK ROSS - Mr. Ross has over eleven years of experience working as a consultant for various non-profit dispensary & cultivation organizations regionally and in other parts of the nation. Mr. Ross is the CEO and founder of Cannatech LLC a Rhode Island-based cannabis consulting company and also sits on the board of advisors for the Canadian publicly traded company Future Farms. Mr. Ross has been central to the design of controlled environment cultivation facilities for clients ranging from residential to industrial scale and regularly conducts extensive training seminars and classes on the best practices for fruitful cultivation. He has developed over 1 million square feet of cultivation space to date and has practiced cannabis cultivation "greenhouse, outdoor, indoor and hybridized greenhouse" throughout New England. Mr. Ross is also the founder and operator of a retail gardening store that sells specialized equipment for indoor cultivation. Mr. Ross is also founder & President of RCRI Inc., a RI non-profit advocating for cannabis professionals, patients, caregivers and works with legislators, regulators, industry participants on legislation & regulations. His contributions have helped shape the ongoing legal framework for medical cannabis in RI and are drafting legislation for the recreational cannabis industry. Mr. Ross owns and operates the largest CBD hemp farm in the State of Maine and has developed some of the highest testing CBD strains in the world. He is undefeated in acquiring cannabis licenses in the United States.

BLAIR FISH - Mr. Fish is a graduate of Providence College and holds a Masters in Business Administration from Boston College. Fish is a seasoned marketing veteran with over 16 years experience in media buying, production, as well as creative direction and oversight. He is currently president and CEO of Fish Advertising in Rhode Island. Fish Advertising is a two time Fastest Growing Awardee by the Providence Business News and a recipient of Providence Business News' Business Excellence Awards (Excellence at a Small Business). Mr Fish is a marketing and branding expert and has been published numerous times in the Providence Business News. Fish has also traveled extensively in Washington State, Colorado and Nevada to analyze legal cannabis marketing and advertising brands. He is the former owner of Ocean State Cultivation Center serving as Chief Marketing Officer for the cannabis cultivator. He worked hand in hand with OSCC in all facets of the business and developed the flagship brand Zach & Ted's Excellent Cannabis. Fish has trademarked numerous cannabis brands within both Massachusetts and Rhode Island. He also has a vast knowledge regarding CO2 extraction and packaging.

BRETT FISH - Mr. Fish graduated from the University of Rhode Island in 1993 and has an extensive background in marketing and advertising. President of New England Credit Card Systems (Merchant Services) handling thousands of Merchants in New England. He is an equity owner in MediStrains Medical Marijuana Co-op, supplying medicine to Summit and GreenLeaf Compassion Centers. Fish has over 2 years of growing experience and managing existing non-residential Co-op. Fish is also owner/operator of Ocean State Cultivation Center that received its cultivator's license from the State of Rhode Island on January 4, 2017. Ocean State Cultivation Center has been successfully supplying two of the state's Compassion Centers with medical marijuana since receiving their license. OSCC recently was acquired by Magnolia Holdings.

ZACHARY ALLEN - Since 2014 Zachary Allen has been cultivating and providing high quality medical marijuana to registered patients and compassion centers in the State of Rhode Island. He has produced some of the highest testing medicine in New England with third party laboratory results at over 28% THC, as well as over 26% CBD. In 2015, Mr. Allen co-founded a non-profit Rhode Island based patient and caregiver advocacy group, Responsible Caregivers of Rhode Island, in which he served as Vice President.

In 2015, Mr. Allen began consulting with Cannatech LLC, a Rhode Island based cannabis consultation and design firm. He was tasked with providing the content for the Management and Operations Profile of Cannatech Medicinals Inc., a Registered Marijuana Dispensary applicant, who has since then, received their Provisional Certificate. Mr. Allen is currently a partner in Cannatech LLC and was appointed as the Chief Operating Officer where he is responsible for coordinating with clients and his team to ensure a productive and steady pace towards the fruition of each project.

Additionally, Mr. Allen manages the cultivation and operations for Ocean State Cultivation Center (OSCC) located in Warwick, Rhode Island. OSCC was one of the first companies to receive a medical marijuana cultivator's license from the state of Rhode Island. They are also one of the few currently operating and providing medicine to compassion centers in RI. Mr. Allen manages several employees and oversees all aspects of operations within the company. Mr. Allen has become an expert at implementing the state's seed to sale tracking software. Mr. Allen works directly with representatives of the KIND Agrisoft tracking software and, closely with state officials on issues concerning regulatory compliance. Mr. Allen specializes in indoor cultivation and seed to sale tracking systems. He has successfully developed SOP's for cannabis cultivation in New England, diversion prevention, white mold mitigation, pheno hunting and seed to sale tracking.

DUNCAN HARRIS - Duncan graduated from Phillips Academy in Andover, MA in 1992 and from the University of Vermont in 1996. Upon graduating from UVM, Duncan moved to Boston to work on the trading desk at Loomis Sayles & Company. Duncan left Loomis and joined Berkeley Investments, a Boston based real estate investment company, in 2000. In 2002, after his wife's graduation from Tuft's Veterinary School, Duncan moved to Vermont and began his career in commercial real estate brokerage. He worked for many years at Redstone executing brokerage deals and managing development projects. In January 2016, Duncan founded The Kingsland Company, a full service commercial real estate brokerage firm based in Burlington, VT. Duncan spearheads all BCWC real estate needs from site research to site selection & negotiation.

ROBERT GRILLO - Robert Grillo first became involved in Rhode Island's medical marijuana program as a caregiver in 2011. At the time, he was attending the University of Rhode Island where he majored in Business and Communications. Since then Robert has been dedicated to providing patients and dispensaries with medicine of the highest quality, potency, and terpene profiles. Robert's cultivation focuses specifically on producing high potency CBD and THC cannabis cultivars. In 2013, Robert spent six months in the Denver area training with leading professionals to further improve his cultivation skills and knowledge of the industry. Robert continues to travel throughout the United States in pursuit of specialized cannabis strains and to educate himself on the newest techniques and technologies in the industry.

Robert was hired by Cannatech Medicinals in 2014 to help complete a Massachusetts RMD Management and Operations Profile. Robert has developed an in-depth understanding of industry regulations through his experiences and personal research, with particular knowledge in the regulations of the Northeastern states. In 2015, Robert was recruited and became Vice President of Cannatech LLC, where he has continued to utilize his well rounded understanding of the cannabis industry to help clients with cultivation design, SOPs, license acquisition oversight, and facility management. Robert has focused on providing clients with comprehensive and compliant security plans, helping to bridge the gap between conventional security and the nuances specific to the medical marijuana industry.

Robert became a manager of the Ocean State Cultivation Center in April 2017, a state licensed cultivation and manufacturing facility in Rhode Island. As a manager, Robert is tasked with production management, employee oversight, plant cultivation, lab processing and the overall efficiency of the facility and production. Mr. Grillo has also been practicing CO2 Extraction for the past two years with remarkable results. He single-handedly produces the highest testing shatter and full spectrum vape in the state of Rhode Island that is marketed through the Zach & Ted's Excellent Cannabis nomenclature. Additionally, Mr. Grillo has successfully developed SOPs on the manufacturing of shatter, full spectrum vape, sublingual sprays, CBD isolate & THC distillate. The Zach & Ted's Excellent Cannabis brand is a top brand in the RI cannabis market.

JOHN KENYON - John Kenyon graduated from the University of New Hampshire in 1987 with a Bachelor of Science in Business Administration. He graduated from the University of San Diego in 1990 with a Jurist Doctorate degree. He has been a member of the Rhode Island Bar Association since 1990 and a partner with Kenyon Law Associates, LLP since 1998. His practice includes representing multiple businesses with formation and compliance issues involving local, state and federal regulations. He has worked in conjunction with corporate attorneys to obtain regulatory permits for several national companies and successfully obtained municipal and environmental approvals for a $100 million mixed use land development project containing both residential and commercial uses. John is also part owner of South County Title Company and Priority Title Company that provide title and closing services for state and federal lenders.

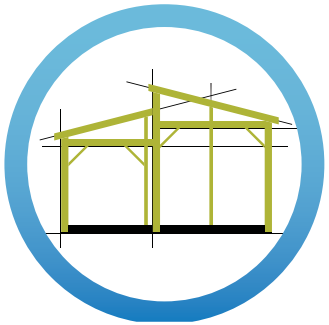
Kenyon has been a registered medical marijuana caregiver in Rhode Island since November 17, 2014. Shortly thereafter he and several caregivers formed Meadow Realty, LLC, d/b/a MediStrains to operate as a nonresidential, cooperative cultivation. His duties with the company included obtaining regulatory approval from the city of Warwick for the facility, ensuring compliance with local, state and federal laws and assisting in the growing process. The company has provided medicines for patients and all three compassion centers in the State of Rhode Island. He is the former an owner/operator of Ocean State Cultivation Center which was acquired by Magnolia Withholdings Group in October of 2018. He has worked extensively in securing host agreements with towns and licenses with the Massachusetts Cannabis Control Commission.

BCWC COMBINED EXPERIENCE

32 YEARS

CANNABIS INDUSTRY EXPERIENCE

35 YEARS



COMMERCIAL REAL ESTATE DEVELOPEMENT

42 YEARS

BRANDING AND MARKETING

27 YEARS

CULTIVATION EXPERIENCE

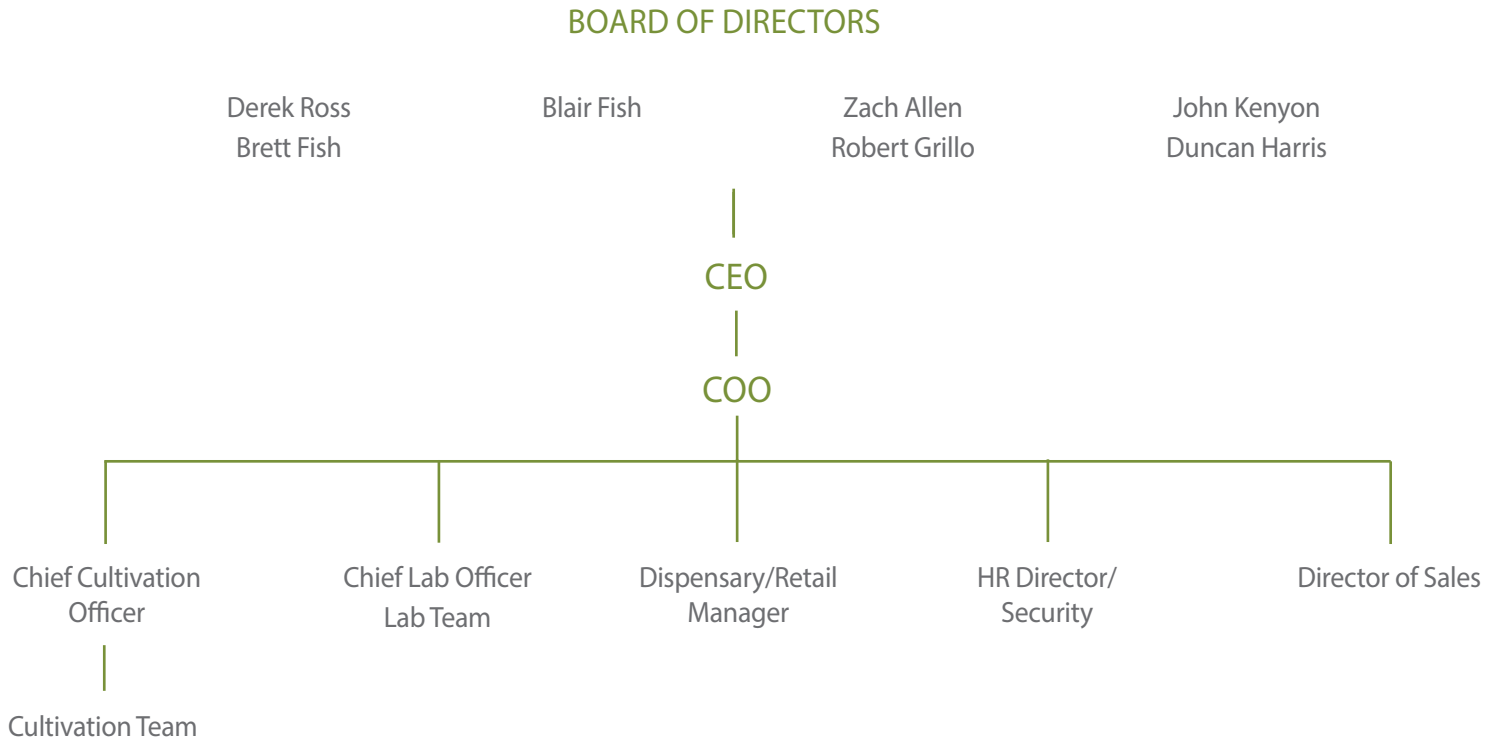
15 YEARS

FORTUNE 500 BUSINESS EXPERIENCE

BCWC COMPANY STRUCTURE & STRATEGY FOR OPERATIONS

BCWC's strategy for build out and ongoing management gives the Board of Directors an active role in the management, oversight of key personnel, and strategic operations. Board members will chart the company's course with its industry experts at each pivotal position. The board will hold all employees accountable for the success of BCWC.

BCWC STRUCTURE



LOCATION, LOCATION, LOCATION

ATTLEBORO, THE GATEWAY TO MASSACHUSETTS

BCWC has secured a property at 34 Extension Street in Attleboro located in an established industrial park in close proximity to I-95. It is a 24,700 square foot facility that will be used for processing and distribution.

Attleboro, Massachusetts is a city in Bristol County located 39 miles south of Boston and just 10 miles from Providence, Rhode Island. Attleboro is a vibrant and thriving place to work with a population of 43,593. Nestled along the Interstate 95 corridor, Attleboro is home to a rich history and a promising future. Once known as the "Jewelry Capital of the World," Attleboro enjoys a diversified workforce in a variety of business sectors, offering growth and opportunity for many skills and education levels.

BRISTOL COUNTY MASSACHUSETTS

- Population as of 2016: 558,324
- Veterans: 30,961
- Housing Units: 232,068
- Median Household Value: $273,100
- Median Household Income: $59,343
- Population Per Square Mile: 991.30

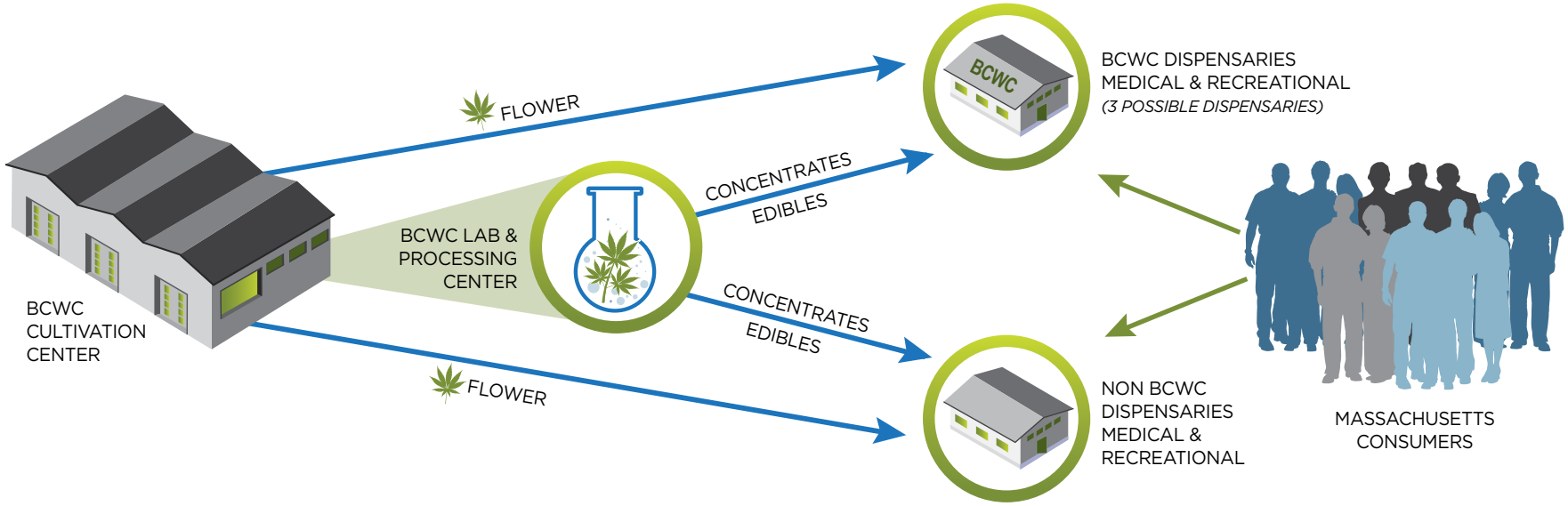
*Source: Census.gov, 2016

Attleboro has continued to transform from its manufacturing and distribution roots by streamlining infrastructure and attracting both complimentary and unique industries. Attleboro maintains a business friendly environment with a pro cannabis stance as Attleboro's mayor elect Paul Heroux indicated during his campaign.

Attleboro's proximity to both Providence and Boston make it an ideal location. Tourists and customers traveling from neighboring states will cross over the state line and be in Attleboro. It is the first town north of Rhode Island and will be the first stop for many marijuana tourists coming up I-95.

Source: Leafly.com

BCWC VERTICAL INTEGRATION



BCWC has been granted its provisional license from The Commonwealth of Massachusetts. This vertically integrated license allows BCWC to build out its manufacturing facility and engage in cannabis cultivation on its farm, as well as processing and retailing. BCWC can process & extract in a full laboratory, sell through a medicinal dispensary as well as through its three provisional retail licenses. From a wholesale perspective, BCWC can sell up to 30% of its cannabis to other approved RMDs or retail facilities. BCWC also has been approved through the Town of Attleboro with a secured host agreement that enables BCWC to process and sell cannabis in the town.

- Vertically Integrated License: BCWC can grow, process, & sell medicinally and recreationally
- Gateway Location: BCWC is .6 miles from Exit 1 on I-95, and will be the first dispensary to 50 million people south of the Massachusetts.
- Supply: BCWC has a host agreement in Sheffield, MA where it will maximize its canopy producing up to 5,000 pounds annually
- Branding: Ability to Create our Own Brands.
- Team Expertise: BCWC Board has extensive cannabis experience.
- Neighboring Moratoriums: Surrounding towns have placed moratoriums or bans on cannabis.
- Adult use provisional licenses for cultivation & manufacturing have been received; provisional retail license is also approved

CULTIVATING PROFITS

BCWC's 24,700 square foot facility in Attleboro will produce an extraordinary array of cannabis products to fulfill market demand. From state-of-the art pharma grade laboratory to a high end kitchen, BCWC will manufacture concentrates and edibles in this facility. BCWC will also be cultivating its flower in an indoor grow at our farm.

TOP TIER OUTDOOR/INDOOR FLOWER

BCWC is uniquely positioned to produce high quality outdoor flower at very efficient costs giving us a strategic operational and competitive advantage. This farm in Sheffield, Massachusetts allows BCWC to maximize its canopy size to 100,000 square feet. BCWC will begin to grow outdoor in May 2019 and will be harvesting up to 5,000 pounds by October 2019. Then in November, BCWC will shift its grow to an indoor facility at 1876 North Main Street in Sheffield, MA. This will boost our flower sales as well as pre-rolls and infused pre-rolls as well.

CONCENTRATES & EXTRACTS

As has been seen in Colorado, Oregon, California & Washington, cannabis concentrates are among the fastest growing product segments with vape cartridges, shatter & wax, THC crystalline, distillates, and many other concentrated forms of cannabis leading the way. BCWC has invested in a state of the art CO2 extraction & distillery laboratory so that we can fulfill the demand for cannabis products like oral sprays, creams, transdermal patches and other concentrates.

EDIBLES

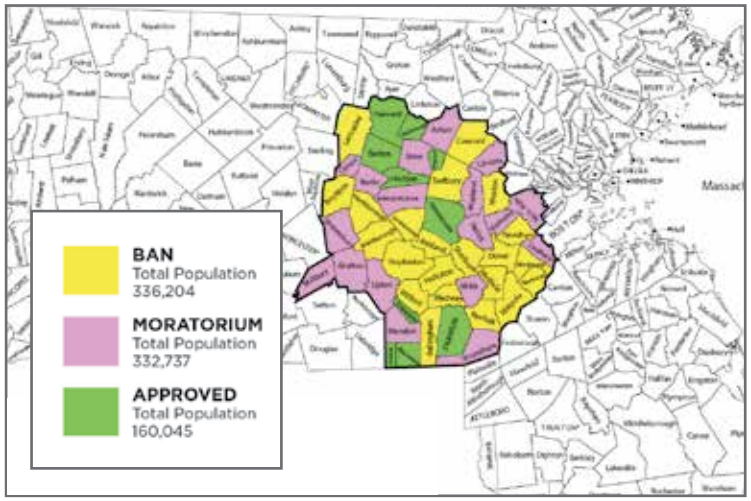
BCWC is in the process of building a state of the art kitchen so that extracts can be made into various edible products. Gummies, chews, mints, cookies and various other delectables will be produced in BCWC's state-approved cannabis kitchen. BCWC is even investigating gluten free edibles for consumers with dietary restrictions and demands.

RETAILING REVENUE

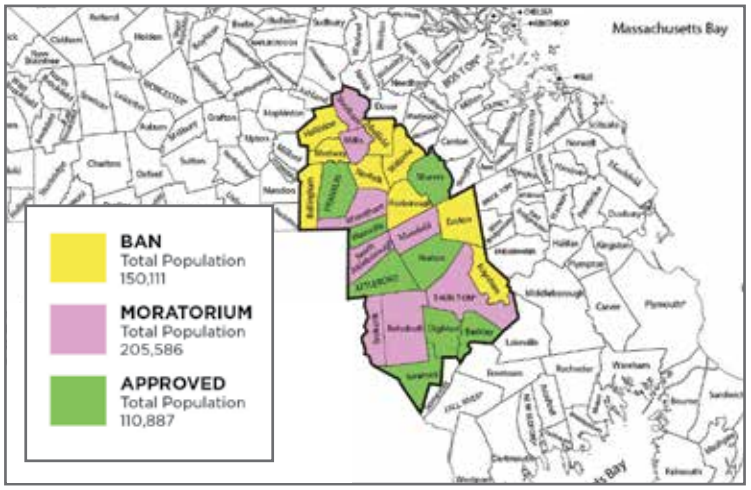
BCWC retail opportunity is stellar. Upon approval from the Massachusetts Cannabis Control Commission, BCWC will be allowed to sell recreational cannabis products at retail to persons over 21 years of age. Sales will take place out of three separate locations within Massachusetts. In anticipation of this approval, BCWC is working to secure a prime location off Exit 1 in Massachusetts only .6 miles from the Rhode Island border and a stone's throw from the City of Pawtucket, RI. This location is in a high traffic area located next to big box retailers and directly across from the MBTA stop. Attleboro is an approved cannabis town that has many neighboring towns that have either banned or placed a moratorium on the sales of cannabis. BCWC has also retained two prominent attorneys to identify, license and secure two additional locations. BCWC also has active retail location opportunities in Allston-Brighton & Framingham, MA. BCWC has secured a property on Route 9 in Framingham and is in process of securing a host agreement with the city. Framingham is a cannabis friendly city surrounded by municipalities that have either banned or placed a moratorium on the sales of cannabis. Neighboring towns that have either banned or placed a moratorium on cannabis add tremendous value to BCWC strategic position.

BCWC has been working with architects for the design and build out of its first dispensary in Attleboro. The design of the dispensary will be modern, simple, with the ability to maximize its retail shelving. BCWC will stock and retail its cannabis brands as well as other competing brands within Massachusetts.

FRAMINGHAM LOCATION OPPORTUNITY



ATTLEBORO LOCATION OPPORTUNITY



BLOSSOMING BRANDS

BCWC is well positioned to build and market various home-grown brands of cannabis products such as vape, concentrates and edibles. The company looks fondly upon building its own cannabis brands to establish customer loyalty in a burgeoning market.

BCWC has an arsenal of brands geared toward millennials, GenX & Baby Boom generations within Massachusetts. It has implemented a branding excercise with cannabis marketing experts to identify, create and build multiple brands for cannabis products. The brands below have officially been trademarked by The Commonwealth of Massachusetts for the exclusive use of BCWC:

Southie Adams

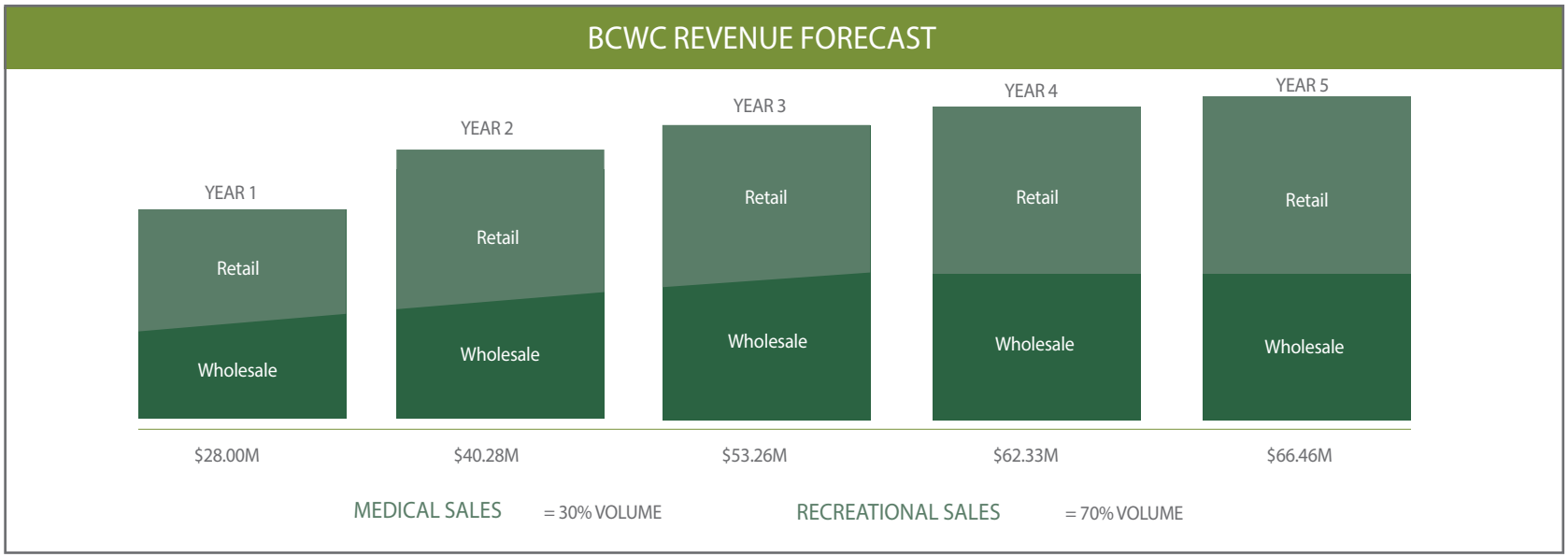
STICKY FISH

Vibe

EARTH SHINE GARDENS

IMPACT EXTRACTS

cannabis KING



FINANCIAL PROJECTIONS

TARGET CUSTOMERS

1) Medical Marijuana Patients: approved patients with physical and psychological conditions
2) Adult Use Recreational Customers 21+
3) Other Approved Dispensaries

SALES FORECAST

Revenue Sources: BCWC will garner sales from

1) MMJ Patients: as of July 2017, there were 46,653 patients approved for cannabis use in Massachusetts.
2) Wholesale of flower, concentrates & edibles to the RMDs
3) Adult Use: pending BCWC's recreational approval
4) RMDs: as of October 2018, 49 RMDs are operational. BCWC will sell wholesale to RMDs
5) Licensing: potential licensing of BCWC's brands

SALES FORECAST

Grow Assumptions: Minimum of 3,600 pounds of outdoor cannabis annually.

1) Year One = $28.00M with $9M in wholesale
2) Year Two = $40.28M with $15.03M in wholesale
3) Year Three = $53.26M with $20.29M in wholesale
4) Year Four = $62.33M with $25.36M in wholesale
5) Year Five = $66.46M with $27.65M in wholesale

PLAN TO OBTAIN LIABILITY INSURANCE

Nova Farms LLC has obtained and will maintain general liability insurance coverage from Accord for one million dollars per occurrence and two million dollars in aggregate, annually. We will also obtain product liability for no less than one million dollars per occurrence and two million dollars in aggregate, annually. The deductible for each of the policies shall be no higher than five thousand dollars per occurrence.

If we are unable to maintain the minimum liability insurance in the above amounts, we will then place in escrow a sum of no less than two hundred fifty thousand and 00/100 dollars ($250,000,00) to be expended for coverage of liabilities.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hilb Group of New England, LLC
16 Main St
East Greenwich RI 02818

CONTACT NAME: Kim Cabral, AAI
PHONE (A/C, No, Ext): (800) 232-0582 **FAX (A/C, No):** (888) 505-9300
E-MAIL ADDRESS: kcabral@hilbgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : Admiral Insurance Company	24856
INSURER C : Protective Insurance Company	12416
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Nova Farms, LLC
34 Extension Street,
Attleboro MA 02703

COVERAGES **CERTIFICATE NUMBER:** CL198937385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Deductible $1,000 per claim GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100086540-0	05/02/2019	05/02/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excl $ Excl $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA000034626-01	05/20/2019	05/20/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SS-2307220-01	05/14/2019	05/14/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	General Liability (Operations) $5,000 ded per claim (BI & PD)			CA000034626-01	05/20/2019	05/20/2020	Each Occurrence Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
BCWC, LLC
34 Extension St
Attleboro MA 02703

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Derek A. Ross, (*insert name*) certify as an authorized representative of BCWC, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Attleboro (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 30, 2018 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Mayor Paul Heroux, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Attleboro (*insert name of host community*) to certify that the applicant and the City of Attleboro (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 30, 2018 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

HOST COMMUNITY AGREEMENT
CITY OF ATTLEBORO AND BCWC LLC

This Host Community Agreement (the "**Agreement**") is made and entered into as of 4/30/18 (the "**Effective Date**"), by and between the City of Attleboro, Massachusetts, a municipality of the Commonwealth of Massachusetts with a principal address of 77 Park St, Attleboro, MA 02703 ("**City**" or "**Attleboro**"), and BCWC LLC, a Massachusetts Limited Liability Company having a principal place of business at 34 Extension Street, Attleboro, MA 02703 ("**BCWC**" or "**Company**"). The City and the Company are sometimes collectively referred to as the "**Parties.**"

BACKGROUND

WHEREAS: BCWC is seeking a to establish a Marijuana Establishment, by receipt of a Marijuana Cultivator license, a Marijuana Product Manufacturer license, and a Marijuana Retailer license from the Commonwealth of Massachusetts Cannabis Control Commission (**"CCC"**) at one physical location within the City, in accordance with the regulations of the Massachusetts Cannabis Control Commission ("CCC") 935 CMR 500 et seq.;

WHEREAS: The Parties acknowledge that 935 CMR 101(2)(b)(6) requires that the parties execute a Host Community Agreement specific to the Marijuana Establishment; and

WHEREAS: The Parties understand and acknowledge that BCWC intends to operate as a Marijuana Cultivator establishment, a Marijuana Product Manufacturer establishment, and a Marijuana Retailer establishment at 34 Extension Street, Attleboro MA 02703;

WHEREAS: The Parties understand and acknowledge that BCWC intends to cultivate, process, and sell marijuana at retail at a facility located at 34 Extension Street, Attleboro, MA 02703;

WHEREAS: BCWC endeavors to function as a good corporate citizen as it builds and sustains its business in the City;

ACCORDINGLY, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, enter into this Host Community Agreement under the following terms:

SECTION 1. DEFINITIONS

1.1. Payment means any payment paid from the Company to the City pursuant to the terms of this Agreement.

1.2. Gross Sales Revenue means the total revenue actually derived by the Company from cultivation, processing, and sales of marijuana products in Attleboro.

1.3. Project means the build out and operation of the Company's Marijuana Cultivator establishment, Marijuana Product Manufacturer establishment, and Marijuana Retailer establishment within the City.

1.4. Fiscal Year means a period of days running from January 1 until and through December 31 of the same year.

1.5. Commencement Date means the date the company commences sales at their Marijuana Cultivator

Establishment, Marijuana Products Manufacturer establishment, and Marijuana Retailer establishment.

SECTION 2. OBLIGATIONS OF THE COMPANY

2.1 In the event that BCWC obtains a license from CCC allowing the operation as a Marijuana Cultivator establishment, Marijuana Product Manufacturer establishment, and Marijuana Retailer establishment within the City, and BCWC receives any and all necessary and required permits and licenses issuable by the City, which said permits and/or licenses allow BCWC to locate, build, occupy and operate the Marijuana Cultivator establishment, Marijuana Product Manufacturer establishment, and Marijuana Retailer establishment within the City ("Local Approvals") BCWC shall pay the City the following amounts (the "Payments"):

A. In the first year after the commencement date: Three (3%) percent of gross sales revenues during the first year of operation, to be paid within ninety (90) days after BCWC's first fiscal year end. The parties agree that this fee is reasonably related to the costs imposed upon the municipality by the operation of the Marijuana Cultivator establishment, Marijuana Product Manufacturer establishment, and Marijuana Retailer establishment.

B. Annually thereafter, three (3%) percent of gross sales revenues during the first year of operation, to be paid within ninety (90) days after BCWC's fiscal year end. The parties agree that this fee is reasonably related to the costs imposed upon the municipality by the operation of the Marijuana Cultivator establishment, Marijuana Product Manufacturer establishment, and Marijuana Retailer establishment.

2.2. To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, the Company will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for the Marijuana Cultivator establishment, Marijuana Product Manufacturing establishment, and Marijuana Retailer establishment, to qualified Attleboro residents.

2.3. The Company shall remain in compliance with all state and local laws and regulations applicable to its operations, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the conduct of its operations.

SECTION 3. OBLIGATIONS OF THE CITY OF ATTLEBORO

3.1. The City shall work cooperatively and in good faith with the Company as the Company proceeds through the City's permitting process, provided that nothing herein shall require Attleboro to waive any review and approval rights set forth in applicable statutes or regulations, and provided further that Attleboro shall retain the right to provide comments and recommendations regarding Project design and security.

3.2. The City shall support the Company's application for a Marijuana Cultivator's license, Marijuana Product Manufacturer license, and Marijuana Retailer license from the CCC. Such support shall be in the form of a letter of support and/or non-opposition, and in any other manner that the City, within its sole discretion, may deem lawful and appropriate.

SECTION 4. TERM OF AGREEMENT

4.1. This Agreement shall commence on the Effective Date and will end five years later..

SECTION 5. CONDITIONS

5.1. All rights and obligations under this Agreement are expressly conditioned upon the Company's receipt of a Final Certificate allowing the operation of a final license, allowing operation of a Marijuana Cultivator establishment, Marijuana Product Manufacturing establishment, and Marijuana Retailer establishment within the City, and upon Company obtaining all Local Approvals. If Company fails to secure a license, or any of the required local approvals aforementioned, this Agreement shall be null and void.

SECTION 6. APPROPRIATION

6.1. The purpose of this Agreement is to assist the City in addressing the costs imposed upon the municipality by the operation of the Marijuana Cultivator establishment, Marijuana Product Manufacturing establishment, and Marijuana Retailer establishment. Notwithstanding the foregoing sentence, the City is under no obligation to use the Payments in any particular manner.

SECTION 7. DEFAULT

7.1 BCWC is in default of this Agreement if any of the following occur: (1.) BCWC fails to make the required payments pursuant to Section 2 and such failure is not cured within ten (10) business days of written notification from the City; or (2.) BCWC breaches any other provision of this Agreement, and such failure is not cured within thirty (30) days of written notification from the City.

SECTION 8. GENERAL PROVISIONS

8.1. Assignment. Neither party may assign its rights nor delegate its obligations under this Agreement without the prior written consent of the other party; provided, however, that a pledge or assignment of assets, revenues, profits or receivables required in connection with financing the business by the Company shall not be considered an assignment for the purposes of this paragraph.

8.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one and the same agreement between the Parties.

8.3. Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties.

8.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. All legal disputes shall be resolved in the Courts of the Commonwealth of Massachusetts and the Company submits to the jurisdiction of the Trial Court for Bristol County for the adjudication of disputes arising out of this Agreement.

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

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

8.7. Notices. Any notices, consents, demands, requests, approvals or other communications issued under this Agreement must be made in writing, and must be delivered by hand, overnight delivery service, or certified mail, postage pre-paid (return receipt requested), and will be effective upon receipt for hand or overnight delivery and three days after mailing, to the other Party at the following addresses:

If to City: THE HONORABLE PAUL HEROUX, MAYOR
77 PARK ST.
ATTLEBORO, MA 02703

If to Company: DEREK ROSS, MEMBER
34 EXTENSION ST.
ATTLEBORO, MA 02703

8.8. Signatures. Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

8.9. Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or the Company.

8.10. Unenforceability of Provisions. In the event that any of the provisions, or portions thereof of this Agreement are held to be illegal, unenforceable, or invalid by any court of competent jurisdiction, the legality, enforceability, and validity of the remaining provisions, or portions thereof shall not be affected thereby, and, in lieu of the illegal, unenforceable, or invalid provision, or portion thereof there shall be added a new legal, enforceable, and valid provision as similar in scope and effect as is necessary to effectuate the results intended by the deleted provision or portion.

8.11. Waiver of Contractual Right. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the date below, as a sealed instrument by Company's duly authorized officer, and by the City of Attleboro.

FOR CITY OF ATTLEBORO:	FOR BCWC LLC
Paul Heroux	Derek Ross
Mayor Paul Heroux	Derek Ross, Member
4/30/18	4-30-18
Date	Date

1068692v1

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

I, Derek A. Ross, (*insert name*) attest as an authorized representative of BCWC, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on April 30, 2018 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 23, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on April 20, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 20, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Initials of Attester: DR

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

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

Initials of Attester: DR

PUBLIC NOTICES

Keno

Massachusetts State Lottery Commission
NOTICE

The Massachusetts State Lottery Commission will offer a KENO monitor to display the game to duly qualified existing KENO To Go agents, as listed below:

Route 1 Gas, 765 Washington St., Attleboro
Joe's Market, 75 Linden St., Attleboro
Brothers Liquor & Market, 193 Pine St., Attleboro
Dodgeville Country Store, 408 S. Main St., Attleboro

Written objection to the application, by LOCAL LICENSING AUTHORITY, must be received by Carol-Ann Fraser, General Counsel, Legal Department, Massachusetts State Lottery, 60 Columbian St., Braintree, MA 02184.
04/23/2018

PUBLIC NOTICES

Nazzaro

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781)830-1200
CITATION ON PETITION FOR
FORMAL ADJUDICATION
Docket No. NO18P1025EA
Estate of: Edward C. Nazzaro
Date of Death: 02/01/2018

To all interested persons:
A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Stephanie M Hamel of Norfolk MA and Elizabeth A Hamel of Amherst NH requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The Petitioner requests that: Stephanie M Hamel of Norfolk MA and Elizabeth A Hamel of Amherst NH be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 05/16/2018.
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. John D Casey, First Justice of this Court.
Date: April 12, 2018
Patrick W McDermott, Register of Probate
04/23/2018

PUBLIC NOTICES

Walker, Fitzpatrick

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Louis J. Walker and Jennifer Fitzpatrick to Mortgage Electronic Registration Systems, Inc., as nominee for New Century Mortgage Corporation, its successors and assigns, dated August 18, 2006 and recorded with the Bristol County (North District) Registry of Deeds at Book 16130, Page 30 subsequently assigned to U.S. Bank National Association, as Trustee under Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-NC3 Mortgage Pass-Through Certificates, Series 2006-NC3 by Mortgage Electronic Registration Systems, Inc. as nominee for New Century Mortgage Corporation by assignment recorded in said Bristol County (North District) Registry of Deeds at Book 23641, Page 263; of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on April 30, 2018 at 26 Commonwealth Avenue, Unit 2, North Attleboro, MA, all and singular the premises described in said Mortgage, to wit:

The property in North Attleboro, Bristol County, Massachusetts, known as Unit No. 2 (the "Unit"), of the Kylee Condominium (the "Condominium"), located at 26 Commonwealth Avenue in North Attleboro, Massachusetts, which Condominium was created pursuant to M.G.L. Chapter 183A by the recording of a Master Deed dated October 19, 2001 and recorded at the Bristol County Registry of Deeds in Book 9685,

PUBLIC NOTICES

Outreach

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, April 30, 2018, at 7:00 p.m. at Attleboro Elks Lodge, #1014, 887 South Main Street, Attleboro, Massachusetts 02703-6222. The proposed Marijuana Cultivator Establishment, Marijuana Product Manufacturer Establishment and Marijuana Retailer Establishment are anticipated to be located at 34 Extension Street, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.
04/23/2018

PUBLIC NOTICES

FY2019

KING PHILIP REGIONAL SCHOOL DISTRICT

In accordance with Massachusetts General Laws, Chapter 76, Section 12B, there will a public hearing on the King Philip Regional School District's FY2019 School Choice on Monday, May 7, 2018, at 7PM in the King Philip Regional High School Library located at 201 Franklin Street, Wrentham, MA 02093.
04/23/2018

PUBLIC NOTICES

Lapointe

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Division
INFORMAL PROBATE
PUBLICATION NOTICE
Docket No. BR18P0905EA
Estate of: Irene Anna Lapointe
Also Known As: Irene Anna Proulx
Date of Death: March 13, 2018

To all persons interested in the above captioned estate, by Petition of Petitioner Gilbert W. Lapointe, Jr. of Methuen MA Gilbert W. Lapointe, Jr. of Methuen MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
04/23/2018

PUBLIC NOTICES

14 Wampum Rd.

NOTICE OF PUBLIC HEARING
NORTON ZONING BOARD OF APPEALS
14 Wampum Rd., SECTION 6 FINDING
Assessor's Map No. 10, Lot No. 210

In accordance with the provision of MGL, Chapter 40A, Sections 6, 10, and 11 and Norton Zoning By Laws Article I, Section 1.5(e) and Article X, Section 10.3, the Norton Zoning Board of Appeals will hold a public hearing on Thursday, May 10, 2018 at 7:00 p.m. in the Meeting Room 2nd Floor, 70 East Main Street, Norton, MA, to consider an application submitted to the ZBA on April 18,2018 by applicant, Steve Hansen of 23 Bracing Run, Hopkinton, MA 01748.
14 Wampum Rd. is located in an R-60 zoning district. The applicant seeks to raze an existing, non-conforming condemned house and build a new dwelling conforming to lot dimensional requirements, requiring a Section 6 Finding/Variance. The application is on file in the DPED office Town Hall, second floor, and may be inspected during working hours Monday through Wednesday 8:30 am to 4:30 pm, Thursdays 8:30 am to 7:30 pm, and Fridays 8:30 am to 12:30 pm.
Any person interested or wishing to be heard should appear at the time and place of the public hearing.
Thomas R. Noel Chairman, Norton ZBA
04/23, 04/30/2018

PUBLIC NOTICES

Reservoir St.

ADVERTISEMENT FOR BIDS

Town of Norton, Massachusetts by its Water & Sewer Commissioner. Sealed bids for construction of the Reservoir Street Water Main Improvements project for the Town of Norton, will be received at the Norton Water & Sewer Department, 166 John Scott Boulevard, PO Box 1168, Norton, MA 02766, until 11:00 am. on Tuesday, May 8, 2018 at which time and place said bids will be publicly opened and read aloud.

The scope of work includes installation of approximately 3,800 linear feet (lf) of new 8-inch ductile iron water main to replace an existing 8-inch asbestos cement water main along Reservoir

PUBLIC NOTICES

Kirby

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
NOTICE AND ORDER:
Petition for Appointment of
Guardian of a Minor
Docket No. BR18P0212GD
In the Interests of Logan Quintinn Kirby
of Norton, MA
Minor

NOTICE TO ALL INTERESTED PARTIES

1. Hearing Date/Time: A hearing on a Petition for Appointment of Guardian of a Minor filed on 01/30/2018 by Doreen A Kirby of Norton, MA
Terry Kirby of Norton, MA will be held 05/01/2018 08:30 AM Review Hearing
Located - Probate and Family Court - 40 Broadway - Taunton, MA 02780 -
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 need to:
File the original 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 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.
Date: January 30, 2018
Gine L DeRossi, Register of Probate
04/23/2018

PUBLIC NOTICES

Alves

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
18SM002303
ORDER OF NOTICE

To: Wanda Alves
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 et seq.:
CIT Bank, N.A.
claiming to have an interest in a Mortgage covering real property in Attleboro, numbered 149 Thurber Avenue, given by Wanda Alves and Stelvio Alves to Financial Freedom Senior Funding Corporation, a subsidiary of Indy Mac Bank, F.S.B., dated September 14, 2006, and recorded in the Bristol County (Northern District) Registry of Deeds in Book 16213, Page 277, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before May 28, 2018 or you will be forever barred from claiming that you are entitled to the benefits of said Act.
Witness, JUDITH C. CUTLER Chief Justice of said Court on April 11, 2018.
Attest: Deborah J. Patterson
Recorder
11241
04/23/2018

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Ask us how!!!
Classifieds
508-222-7018

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Ask us how!!!
Classifieds
508-222-7018

PUBLIC NOTICES

Body Art

LEGAL AD
NOTICE OF PUBLIC HEARING

On May 3, 2018, at 7:15 PM the Mansfield Board of Health will hold a public hearing regarding the REVISED BODY ART REGULATIONS.
Please contact the Health Department, 6 Park Row, Mansfield MA 508-261-7368 for information or a copy of the proposed revised regulations.
04/23/2018

PUBLIC NOTICES

Cerrano

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Richard V. Cerrano and Lynn S. Cerrano to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Bay State Mortgage Corporation, dated October 28, 2004 and recorded in Bristol County (Northern District) Registry of Deeds in Book 14201, Page 158 (the "Mortgage") of which mortgage Nationstar Mortgage LLC d/b/a Mr. Cooper is the present holder by assignment from Mortgage Electronic Registration Systems, Inc. to Countrywide Home Loans, Inc. dated March 6, 2008 recorded in Bristol County (Northern District) Registry of Deeds in Book 17407, Page 253; assignment from Countrywide Home Loans, Inc. to Ixis Real Estate Capital, Inc. dated July 7, 2009 recorded in Bristol County (Northern District) Registry of Deeds in Book 18232, Page 70 and assignment from Natixis Real Estate Holdings LLC, successor by merger to Natixis Real Estate Capital Inc f/k/a Ixis Real Estate Capital, Inc. to Nationstar Mortgage LLC dated June 30, 2016 recorded in Bristol County (Northern District) Registry of Deeds in Book 23198, Page 266, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 14 Balena Road, Attleboro, MA 02703 will be sold at a Public Auction at 2:00 PM on May 15, 2018, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land in Attleboro, Bristol County, Massachusetts, being bounded and described as follows:

That certain parcel of land situated in Attleboro on the Southwesterly side of Balena Road and being shown as Lot 3 on a plan of land entitled "LOT LAYOUT OF BAYBERRY VIEW ESTATES A SUBDIVISION IN ATTLEBORO, MASS. OWNED BY: MCLAUGHLIN and DUNN CONST. 55 WARREN STREET, WRENTHAM, MASS. SCALE 1" = 40' APRIL 1987 TAS ENGINEERING INC NORTH ATTLEBORO, MASS." which plan is duly recorded in Plan Book 255, Page 70.

The premises conveyed subject to an easement to Massachusetts Electric Company and New England Telephone recorded with said Registry of Deeds in Book 3639, Page 30.

For mortgagor's title see deed recorded with the Bristol County (Northern District) Registry of Deeds in Book 14201, Page 156.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of $5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.
Nationstar Mortgage LLC d/b/a Mr. Cooper
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Cerrano, Richard V. and Lynn S., 12-010063
04/16, 04/23, 04/30/2018

ACROSS

1 Trading center
5 Big pitcher
9 Banned bug spray
12 Ostrich kin
13 Blanch
14 Team cheer
15 Like PBS (hyph.)
17 Psychic's
37 Get away from
40 Heavenly food
41 Playful bite
42 Martini base
43 Goes left or right
46 Decade number
47 Me opposite
50 Bob Hope tour grp.

Answer to Previous Puzzle

B	O	D	S		D	R	U		Y	E	W	S
A	B	U	T		D	E	R		O	V	E	R
L	I	M	E		S	W	A	P	M	E	E	T
K	E	B	A	B		O	N	O		S	P	A
			M	A	R	R	I	E	D			
H	O	G		S	A	D	A		O	W	N	S
A	M	I	D	S	T			S	N	A	I	L
Z	O	R	R	O			E	L	A	S	S	O

Attachment B

Cannabis Control Commission

MMONWfcALTH OF MASSAOH H IIS

Community Outreach Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, April 30, 2018, at 7:00 p.m. at Attleboro Elks Lodge, #1014, 887 South Main Street, Attleboro, Massachusetts 02703-6222. The proposed Marijuana Cultivator Establishment, Marijuana Product Manufacturer Establishment and Marijuana Retailer Establishment are anticipated to be located at 34 Extension Street, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.

Massachusetts Cannabis Control Commission
IOi Federal Street. 13th Floor. Boston, MA 02110
(617) 701-8400 (office) | mass-cannabis-control.com

Cannabis Control Commission

MMONWfcALTH OF MASSAOH H IIS

Community Outreach Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, April 30, 2018, at 7:00 p.m. at Attleboro Elks Lodge, #1014, 887 South Main Street, Attleboro, Massachusetts 02703-6222. The proposed Marijuana Cultivator Establishment, Marijuana Product Manufacturer Establishment and Marijuana Retailer Establishment are anticipated to be located at 34 Extension Street, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.

BCWC, LLC
34 Extension Street
Attleboro, MA 02703

$0.470
US POSTAGE
FIRST-CLASS
FROM 02879
APR 20 2018
stamps.com
0625000968648O

Plans to Comply with Local Zoning Ordinance:

BCWC has met with the Attleboro Director of Planning and determined that the property at 34 Extension Street is in an industrial zone. Attleboro Zoning Ordinance, §17-10.15 permits Registered Marijuana Dispensaries (RMD) by Special Permit in the Industrial Zone. §17-10.15 requires that an RMD be located more than 100 feet from any residential zoning district, more than 1,000 feet from another RMD, any adult entertainment use, and any public or private school, more than 500 feet from a registered daycare center, any family daycare, home and group daycare home, any public park, recreational area, or facility in which children commonly congregate.

We engaged both a surveyor and a civil engineer to prove compliance with the requirements in §17-10.15 including all of the setback requirements. We applied for the Special Permit with the Attleboro Municipal Council. The Special Permit was granted by Decision, dated November 21, 2017 and recorded in the Attleboro Land Evidence Records on December 4, 2017. The Special Permit contained several conditions with which we will comply.

The City of Attleboro has amended its zoning ordinance to permit the cultivation, product manufacturing and retail sales of adult use marijuana in the industrial zoning district in which our building is located by Special Permit. On September 11, 2018 we filed an application for a Special Permit with the Attleboro Municipal Council for our proposed plans to cultivate, product manufacture and sell at retail adult use marijuana.

The Commonwealth of Massachusetts
William Francis Galvin

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

Minimum Fee: $35.00

Special Filing Instructions

Articles of Organization
(General Laws, Chapter 180)

Identification Number: 001258566

ARTICLE I

The exact name of the corporation is:

BCWC, INC.

ARTICLE II

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

TO ENGAGE IN ANY OR ALL LAWFUL ACTS OR ACTIVITIES FOR WHICH NON-PROFIT CORPORATIONS MAY BE ORGANIZED UNDER THE GENERAL NON-PROFIT CORPORATION LAWS OF MASSACHUSETTS AND PERMITTED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS.

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:

NONE.

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 EXCLUSIVELY FOR NONPROFIT PURPOSES. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES OF THE CORPORATION. IN THE EVENT OF DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSES OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE, IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS. NO OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONET

ARY DAMAGES FOR OR ARISING OUT OF A BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW (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. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, 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, INCLUDING, WITHOUT LIMITATION, 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; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

Notes: The preceding four (4) atricles 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: 679 WASHINGTON STREET
SUITE 8, BOX #117
City or Town: SOUTH ATTLEBORO State: MA Zip: 02703 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	DEREK ROSS	632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA 632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA	12/31/2018
TREASURER	JOHN MAY	21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA 21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
CLERK	MICHAEL SHINE	35 WESTFORD AVE. WARWICK, RI 02889 USA 35 WESTFORD AVE. WARWICK, RI 02889 USA	12/31/2018
DIRECTOR	BRETT E. FISH	213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	STOWELL L. BURNHAM IV	86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA 86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA	12/31/2018
DIRECTOR	JOHN F. KENYON	223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	DUNCAN HARRIS	717 DAKIN RD. FERRISBUGH, VT 05456 USA 717 DAKIN RD. FERRISBURGH, VT 05456 USA	12/31/2018

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: INCORP SERVICES, INC.
No. and Street: 44 SCHOOL STREET
SUITE 325
City or Town: BOSTON State: MA Zip: 02108-4209 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:
/S/JOHN F. KENYON

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 31 Day of January, 2017. *(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.)
/S/JOHN F. KENYON

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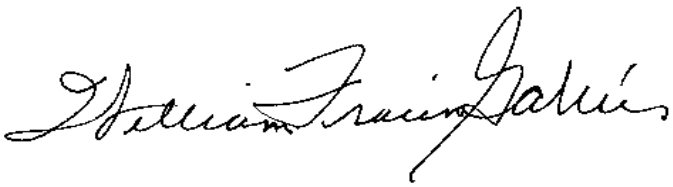
All Rights Reserved

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:

January 31, 2017 10:05 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

FORM

Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

BCWC, Inc. is a registrant with the Department of Public Health in accordance with 105 CMR 725.100(C) as of February 15, 2018.
Bryan Harter
Director
Medical Use of Marijuana Program
Bureau of Healthcare Safety and Quality
Massachusetts Department of Public Health

(1) Exact name of corporation prior to conversion: BCWC, INC.

(2) Registered office address: 44 School Street, Suite 325, Boston, Massachusetts 02108-4209
(number, street, city or town, state, zip code)

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:

BCWC LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____,
(signature of authorized individual)

(Please check appropriate box)

☐ Chairman of the board of directors,
☑ President,
☐ Other officer,
☐ Court-appointed fiduciary,

on this 12th day of February, 2018

c150ds953950c11320 07/19/05

Certificate of Organization

(1) Federal Identification No.: 81-5161956

(2) The exact name of the limited liability company: BCWC LLC

(3) The street address of the office in the commonwealth at which its records will be maintained: 34 Extension Street, Attleboro, Massachusetts 02703

(4) The general character of the business: The operation of a Registered Marijuana Dispensary.

(5) The name and street address, of the resident agent in the commonwealth: INCORP SERVICES, INC., 44 School Street, Suite 325, Boston, MA 02108-4209

(6) The name and business address, if different from office location, of each manager, if any:

The following manager has a business address at 34 Extension Street, Attleboro, Massachusetts 02703:

Derek A. Ross

(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers: N/A

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court: Derek A. Ross, President, 34 Extension Street, Attleboro, Massachusetts

(9) Additional matters: N/A

Signed by: _____
Benjamin L. Rackliffe
Authorized Representative

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:

March 09, 2018 08:44 AM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BCWC LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

March 9, 2018

THE SHARES DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THEY ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS, INCLUDING BUT NOT LIMITED TO RULE 506 UNDER REGULATION D AND SECTION 4(2) OF THE SECURITIES ACT. THE SHARES DESCRIBED IN THIS AGREEMENT ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE AGREEMENT. FURTHERMORE, THE SHARES MAY NOT BE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.

OPERATING AGREEMENT
OF
BCWC LLC

THIS OPERATING AGREEMENT (as it may be further amended from time to time in accordance with its terms, the "Agreement") is entered into as of the 9th day of March, 2018, by and among BCWC LLC, a Massachusetts limited liability company (the "Company") and the undersigned Persons who comprise all of the members of the Company as of the date hereof (each a "Shareholder" and collectively the "Shareholders"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 below.

PRELIMINARY STATEMENT

The Company was established on March 9, 2018 by the filing of the Certificate with the State pursuant to the Act. The purposes of this Agreement are to (i) set forth the rights and obligations of the Shareholders and the Company; and (ii) adopt this Agreement as the operating agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of the Directors or the Shareholders are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall govern unless prohibited by the Act.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Shareholders hereby agree as follows:

Definitions. The capitalized terms set forth below shall have the following meanings:

"Act" means the Limited Liability Company Act of the State, as amended and in effect from time to time.

"Affiliate" means, as to any Person, any other Person which directly controls, is controlled by or is under common control with such Person by equity ownership.

"Available Cash Flow" has the meaning set forth in Section 10.1.

"Capital Contribution" means, as to each Shareholder, (i) the amount of cash (or the agreed fair market value of property) contributed to the capital of the Company as a condition precedent to the issuance of such Person's Shares and (ii) any subsequent capital contribution made by the Shareholder to the Company.

"Capital Transaction" means the sale or exchange of all or substantially all of the assets of the Company or the merger or consolidation of the Company.

"Certificate" means the Company's Articles of Entity Conversion of Domestic Business Corporation to a Domestic Other Entity filed with the State in accordance with M.G.L.156D, Section 9.50 *et seq.*, as amended or restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor statute, together with any relevant Treasury Regulation promulgated thereunder.

"Company" is defined in the Preliminary Statement set forth above.

"Compensatory Payments" means payments made to Shareholders in consideration of services rendered to the Company, which payments (i) are required to be treated as so-called "guaranteed payments" under Section 707 of the Code and (ii) do not constitute distributions of Available Cash Flow for the purposes of Section 10.2 hereof.

Consent" means, with respect to the Shareholders, a vote of the Shareholders holding at least a majority of the outstanding Shares, either taken at a meeting of the Shareholders duly called and held or by the written consent of the Shareholders holding at least a majority of the outstanding Shares in lieu of a meeting or (ii) with respect to the Directors, a vote of a majority of the Directors then in office taken at a meeting of the Board of Directors, duly called and held at which a quorum was present and voting or by unanimous written consent of the Directors then in office, in lieu of such a meeting.

"Director" or "Board of Directors" means the Person(s) responsible for the management of the Company, including any Person designated as a manager or Director in the Certificate and any Person subsequently appointed as a Director pursuant to this Agreement. For the purposes of this Agreement, the term "Director" is intended to have the same meaning as the term "manager" as used in the Act.

"Dollars" or "$" mean U.S. Dollars.

"Intellectual Property" means any legal rights available under patent, copyright, trade secret or trademark law or any other similar statutory provision or common law doctrine in the United States or anywhere else in the territories where the Company's rights may be legally protectable, including without limitation all domain names, designs, recipes, formulae, algorithms, procedures, methods, business processes, techniques, ideas, know-how, results of research and development, software, tools, data, market studies, business plans, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

"Person" means any natural person, partnership (whether general or limited), limited liability company, corporation or nominee of any of the foregoing.

"Presumed Tax Liability" means with respect to any particular Shareholder for any particular period, an amount equal to the product of (i) the taxable income of the Company allocated to such Shareholder with respect to the period, less any tax Losses previously allocated to such Shareholder by the Company, provided such tax Losses have not already been used to calculate such Shareholder's Presumed Tax Liability with respect to the Company and without regard to whether such Shareholder has previously used Losses allocated by the Company to offset

passive activity income from any other entity) and (ii) the Presumed Tax Rate for such period.

"Presumed Tax Rate" means, for any particular period, the highest combined Federal and state income tax rate applicable during such period to any natural person who is a Shareholder of the Company, taxable at the highest marginal Federal income tax rate and the highest marginal state income tax rate applicable to any Shareholder based upon his or her last known address on the records of the Company (after giving effect to the Federal income tax deduction for state and any local income taxes, net of any available tax credits and disregarding the effects of Code Sections 67 and 68).

"Profits or Losses" means for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such fiscal year or period, adjusted in accordance with applicable provisions of the Code and Treasury Regulations.

"Reserves" means funds or amounts set aside or otherwise allocated for (i) the payment of the debts or expenses of the Company, including future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company's business or (ii) for such other purposes as the Director(s) may from time to time determine to be appropriate in their reasonable business judgment, including without limitation working capital reserves, reserves for capital expenditures and reserves for the growth and expansion of the Company and its Affiliates.

"Regulations" means the rules and regulations related to the State's Medical Use of Marijuana Program administered by the Department of Public Health, 105 CMR 725.00 *et seq.*, as the same may be amended and/or supplemented from time to time.

"Shareholder" is intended to have the same meaning as the term "member" as used in the Act.

"Shares" means the equity membership interests of the Company.

"State" means the Commonwealth of Massachusetts.

"Supermajority Consent" means, with respect to the Shareholders, a vote of Shareholders holding at least a two-thirds (2/3) majority of the outstanding Shares, either taken at a meeting of the Shareholders duly called and held or by the written consent of Shareholders holding at least a two-thirds (2/3) majority of the outstanding Shares in lieu of a meeting.

"Tax Distribution" means a distribution of Available Cash Flow or net proceeds from a Capital Transaction pursuant to Section 10.2(a)(i) or 10.2(b)(i).

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

"Unreturned Capital" means, with respect to any Shareholder, the aggregate Capital Contributions of such Shareholder, less the aggregate amount of all distributions to the Shareholder pursuant to Section 10, other than Tax Distributions.

SECTION 2. Name. The name of the Company is set forth in the Preliminary Statement. The name of the Company may be changed from time to time with the Consent of the Shareholders as provided for in the Act.

SECTION 3. Purposes. The purposes for which the Company was organized are to engage in the business of operating a Registered Marijuana Dispensary certified and registered with the Massachusetts Executive Office of Health and Human Services Department of Public Health. The Company may engage in activities which are incidental or otherwise related to the foregoing purposes but it shall not engage in any other business or commercial activities except as permitted by the Act and the Regulations and with the Supermajority Consent of the Shareholders.

SECTION 4. Business Address. The primary business address of the Company as of the date hereof is 34 Extension Street, Attleboro, Massachusetts. The Director(s) may change the Company's business address at any time and from time to time without amending this Agreement, unless otherwise provided by the Act. The Company may maintain such additional offices at such other places as the Director(s) may hereafter determine.

SECTION 5. Resident Agent and Resident Office in the State. The name and address of the Company's resident agent for service of process in the State are set forth in the Certificate. The Director(s) may change the resident agent or resident office in the State at any time without amending this Agreement, unless otherwise provided by the Act.

SECTION 6. Tax Treatment; No State Law Partnership. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Shareholders that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws.

SECTION 7. Powers of the Company.

7.1 General Powers of the Company. Subject to the provisions of this Agreement and the Act, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to, or if furtherance of the purposes set forth in Section 3 above, including without limitation, the power:

(a) To conduct its business, and to carry on its operations and have and exercise all powers granted to the Company hereunder, or to limited liability companies under the Act and Regulations;

(b) Directly to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible;

(c) To enter into, perform and carry out contracts of every kind and description, including without limitation, contracts with Shareholders, any Affiliates agents, franchisees or other third parties;

(d) To purchase, take, receive, subscribe for and otherwise acquire, own, hold, vote,

use, employ, sell, mortgage, lend, pledge or otherwise dispose of or deal in and with, shares or other interests in or obligations of the domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies (including the power to be admitted as a Shareholder or shareholder or be appointed as a Director thereof, and to exercise the rights to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or any other government, state, territory, governmental district or municipality or any foreign government or political subdivision of any of the foregoing, subject to the Act and Regulations;

(e) To invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested subject to the Act and Regulations;

(f) To sue and be sued, complain and defend and participate in administrative or other proceedings;

(g) To appoint employees and agents of the Company and define their duties and fix their compensation;

(h) To indemnify any person in accordance with the Act, Regulations or this Agreement;

(i) To obtain any and all types of insurance;

(j) To make distributions of cash or property to the Shareholders from time to time, including without limitation distributions of Available Cash Flow;

(k) To cease its activities and cancel its Certificate, subject to the provisions of this Agreement;

(l) To negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(m) To borrow money and issue evidences of indebtedness; to provide credit enhancements including guaranties of the indebtedness and other obligations of third parties, to secure the same by mortgage, pledge or other lien on the assets of the Company and to issue equity securities, convertible securities and warrants and options to acquire securities of the Company;

(n) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(o) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

7.2 Merger; Consolidation; Conversion. Subject to requirements of Section 8.6 herein, the Company may merge with, consolidate or be converted into another domestic or foreign limited liability company or other business entity, upon the Super Majority Consent of the

Shareholders and otherwise in accordance with the Act, the Regulations and other applicable law.

SECTION 8. Management of the Company.

8.1 Board of Directors; Initial Composition Number. The overall management and control of the business and affairs of the Company shall be initially vested in a Board of Directors. The initial Board of Directors shall be one (1) Director. Except as expressly set forth herein, including without limitation Section 8.6 below, the Director shall have the full and complete power, authority and discretion to manage and control the business, affairs, and properties of the Company, including the appointment of officers, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The initial Director is and shall be Derek A. Ross.

8.2 Subsequent Election and Appointment of Directors. Notwithstanding Section 8.1, upon the first to occur of the following: removal (pursuant to Section 8.3 below), resignation, death or permanent disability of Derek Ross, the Company shall no longer be managed by Derek Ross, but shall instead be managed by Michael Shine as the sole Director of the Company. In the event that Michael Shine is unwilling or unable to serve as the sole Director of the Company, or upon the removal (pursuant to Section 8.3 below), death or permanent disability of Michael Shine, a new sole Director shall be designated by a written agreement executed by both (a) the holders of a majority of the Shares then owned by the "Founders" identified on Annex A hereto, and (b) the holders of a majority of the Shares then owned by Shareholders other than the "Founders." Any dispute arising from the failure or refusal of the Shareholders to enter into such written agreement as aforesaid which is not resolved within fourteen (14) days of a Director vacancy, shall be subject to dispute resolution as set forth in Section 26.

8.3 Resignation; Removal. Any Director may resign at any time upon written notice to the Company at its principal place of business or to the chief executive officer or secretary, if any. 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. A Director may be removed at any time by a Supermajority Consent of the Shareholders, either taken at a meeting of such Shareholders duly called and held or by the written consent of Shareholders holding not less than Supermajority Consent.

8.4 Meetings of the Shareholders; Board of Directors; Actions by Written Consent.

(a) Annual Meetings. (i) An annual meeting of the Shareholders shall be held at such place, within or without the State, on the second Monday in January at 10:00 a.m. (or on such other date and time as shall be convenient for and designated by a majority of the Shareholders, from time to time) to transact such business as may properly be brought before the meeting. (ii) An annual meeting of the Board of Directors shall be held immediately after the annual meeting of the Shareholders, or after the last adjournment thereof. The Director(s) shall hold any other regular meeting at such times and places as shall be designated in the notice of such meeting.

(b) Regular Meetings. Regular meetings of the Board of Directors shall be held

at such place or places, on such date or dates, and at such time or times as shall have been established by the Director, but at least quarterly. A written notice of each regular meeting shall not be required.

(c) Special Meetings. Special meetings of the Board of Directors may be called by any Director, or by the Shareholders holding at least twenty percent (20%) of the issued and outstanding Shares.

(d) Action by Consent. Unless otherwise restricted by this Agreement or applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee created by the Board of Directors may be taken without a meeting, by written consent of a majority of the members of the Board of Directors in lieu of such a meeting. Such written consent shall be filed with the minutes of proceedings of the Board of Directors or any committee thereof.

8.5 Certain Responsibilities and Powers of the Board of Directors. Except as otherwise required by law or this Agreement (including Sections 8.6 hereof), the Board of Directors may exercise all such powers and do all such acts and things as the Board of Directors may determine, in its reasonable business judgment, to be necessary or advisable for the management of the Company and the execution of Company's business plan.

8.6 Certain Actions Requiring Supermajority Consent of the Shareholders. Notwithstanding anything to the contrary contained in this Agreement, the following actions shall require the Supermajority Consent of the Shareholders:

(a) Entering into any merger or consolidation, or sale, transfer, or other disposition of all or substantially all of its assets to any Person or other business combination involving the Company;

(b) Approval of any sale, exchange or the granting of an exclusive license to a third party with respect to all or any material portion of the Company's Intellectual Property;

(c) The issuance of additional Shares:

(d) Effecting, approving, authorizing or permitting a liquidation, dissolution or winding up of the Company or any recapitalization, reorganization or sale of all or substantially all of the assets of the Company;

(e) Cancelling the Company's Certificate;

(f) Payment of compensation to a Director in consideration of services rendered to the Company as a Director in excess of Fifty Thousand and 00/100 ($50,000.00) Dollars per year; and

(g) Any decision involving (1) the filing by the Company of a voluntary bankruptcy case, (2) the making by the Company of a general assignment for the benefit of its creditors, (3) the admission in writing by the Company of its inability to pay its debts as they

mature, (4) the filing by the Company of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of the Company or of all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver, or agent under applicable law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, or (5) the filing by the Company of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or statute.

8.7 Compensation of Directors. Subject to Section 8.6, a Director may be compensated for services as a Director of the Company in excess of Fifty Thousand and 00/100 ($50,000.00) Dollars, as determined from time to time by the Supermajority Consent of the Shareholders.

8.8 Officers. The Board of Directors may appoint one or more officers of the Company and may delegate or rescind, as the case may be, to such officers, subject to the other provisions of this Agreement, such responsibilities, power and authority as the Board of Directors may determine to be necessary or advisable. Officers may be removed, with or without cause and at any time, by the Board of Directors.

8.9 Director and Officers Have No Exclusive Duty to Company. Except as otherwise provided in this Agreement or in any agreement between the Company and any Shareholder, Director or officer of the Company in respect of such Person's employment, no Director, Shareholder or officer shall be required to manage the Company on a full-time basis as his or her sole and exclusive function and any Director, Shareholder or officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Shareholder shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Director, Shareholder or officer, as the case may be, or to the income or proceeds derived therefrom. No Director, Shareholder or officer shall incur liability to the Company or to any of the Shareholders solely as a result of engaging in any other business or venture.

SECTION 9. Capital.

9.1 Authorized Capital. The total number of Shares authorized for issuance by the Company without amendment to Section 9.1 of this Section 9.1 is: One Million (1,000,000) Shares. As of the date hereof, the number of issued and outstanding Shares is set forth on Annex A to this Agreement, which shall be amended from time to time by the Director to reflect the issuance or Transfer of Shares. To the extent applicable, and subject to the other provisions of this Section 9, the Directors are authorized to issue the remaining unissued authorized capital in consideration of cash, property (including promissory notes) or services with such rights, designations and preferences as authorized and issued in accordance with this Agreement and the Regulations.

9.2 Shares. The holders of the Shares shall have the right to vote, on the basis of one (1) vote per Share, on all matters properly voted upon by the Shareholders of the Company,

subject to the terms of this Agreement and the Act. Shareholders shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

9.3 Capital Contributions. The Shareholders have made capital contributions to the Company in consideration of the issuance of their Shares, as reflected on the books of the Company. With the Consent of the Directors, Shareholders may, but no Shareholder shall be required to, make additional capital contributions to the Company.

9.4 Issuance of Additional Shares; Other Classes or Series of Shares; Other Securities. Subject to the other provisions of this Agreement, including Sections 8.6 and 9.5, additional authorized but unissued Shares of the Company, if any, may be issued from time to time in one or more classes or series, each of which shall have such terms, designations, preferences and other rights as may be determined by the Board of Directors and reflected in an amendment to this Agreement adopted with the Board of Directors in accordance with the terms of this Section 9. Without limiting the generality of the foregoing, the Director shall have the authority from time to time to issue common or preferred Shares in one or more classes or series, and in connection with the designation of any such class or series, to determine and fix such relative rights, powers and duties, including special voting rights and liquidation preferences (and seniority with respect to the same), and the qualifications, limitations and restrictions thereof, as shall be stated and expressed in a writing approved by the Board of Directors and an amendment to this Agreement adopted by the Board of Directors, all to the full extent now or hereafter permitted by the Act, this Agreement and the Regulations. The Board of Directors shall also have the power and authority to issue from time to time other securities in the form of debt instruments, options, warrants or securities convertible into or exchangeable for Shares of the Company subject to Sections 8.6 and 9.5 herein.

9.5 Additional Capital from Existing Shareholders; Admission of New Shareholders; Dilution.

(a) Subject to the other provisions of this Agreement, including this Section 9, if the Board of Directors determines in good faith that additional capital is required by the Company, the Board of Directors shall so notify the Shareholders in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Shareholders may, but shall not be required to, contribute additional capital to the Company, on a pro rata basis, as determined in good faith by the Board of Directors. If less than all of the Shareholders contribute additional capital, those Shareholders who elect to contribute capital shall likewise have the first right to participate as determined in good faith by the Board of Directors in any offering of Shares to third parties. Capital contributions shall be due and payable within the period specified in the Directors' written notice from the Board of Directors to the Shareholders, or on such other terms as the Board of Directors may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not contributed by existing Shareholders of the Company, additional Shares in the Company may be issued and new Persons may become Shareholders of the Company, as determined from time to time by the Board of Directors, upon terms and conditions determined in the business judgment of the Board of Directors to be commercially reasonable, provided that each new Shareholder shall execute a counterpart

signature page or joinder to this Agreement, and agree to be bound by the terms and conditions of the Agreement, as it may be amended to reflect the terms and conditions of admission of such new Shareholders.

(c) If fewer than all of the Shareholders participate in a capital call, or if new Persons become Shareholders of the Company pursuant to this Section, the share of Shareholders in profits, losses and distributions may be adjusted when, as, and to the extent the Board of Directors deem appropriate (which determination shall be binding upon all Shareholders absent a determination that the Director acted in bad faith, or otherwise in breach of the Director's fiduciary duty to the Shareholders).

9.6 Capital Accounts. A Capital Account shall be maintained for each Shareholder in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof by the Shareholder's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Shareholders. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

9.7 Withdrawals from Capital Accounts. No Shareholder shall be entitled to receive interest on or to withdraw any amount from such Shareholder's Capital Account other than as expressly provided herein. No Shareholder shall be entitled to withdraw as a Shareholder of the Company except as expressly permitted by the terms of this Agreement or the Act.

9.8 Limitation on Liability. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Shareholder, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, Director or an officer.

SECTION 10. Distributions of Available Cash Flow.

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

Company, shall be determined by the Director, in the Director's sole and absolute discretion, and shall be binding upon all Shareholders.

10.2 Distribution of Available Cash Flow; Proceeds from Capital Transactions

(a) Available Cash Flow. Subject to the provisions of Section 10.2(c), Available Cash Flow of the Company, if any, shall be distributed among the Shareholders from time to time, as follows:

(i) Tax Distributions. First, as a tax distribution, not later than ninety (90) days following the end of each fiscal year of the Company, an amount equal to the excess of (x) each Shareholders' Presumed Tax Liability for such fiscal year over (y) all amounts previously distributed to such Shareholder during or with respect to the fiscal year (other than any tax distribution made during such fiscal year with respect to a prior fiscal year); and

(ii) Other Distributions. All remaining Available Cash Flow shall be distributed to holders of any issued and outstanding Shares pro rata in proportion to the outstanding Shares held by Shareholders at the time the distribution is made.

(b) Capital Transactions.

(i) Tax Distributions. First, as a tax distribution, not later than thirty (30) days following receipt by the Company of the net proceeds from a Capital Transaction, an amount equal to the excess of (x) each Shareholders' Presumed Tax Liability with respect to the Capital Transaction over (y) all amounts previously distributed to such Shareholder with respect to the Capital Transaction.

(ii) Other Distributions. Subject to the provisions of Section 10.2(c), all remaining net proceeds from a Capital Transaction shall be distributed to holders of any issued and outstanding Shares pro rata in proportion to the outstanding Shares held by Shareholders at the time the distribution is made.

(c) The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Board of Directors shall have the right to apply any Available Cash Flow to be distributed to a Shareholder against any amounts due from, or required to be contributed by, such Shareholder to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Shareholder. If such Available Cash Flow is applied against any amount required to be contributed by any Shareholder to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

(d) Distributions of Available Cash Flow shall be made to Shareholders of record as of the record date established by the Board of Directors for such distribution, provided however, that Tax Distributions shall be distributed to Shareholders of record for the period to which such Tax Distribution relates, even if a Person is no longer a Shareholder as of the actual date of the Tax Distribution.

(e) Notwithstanding anything to the contrary set forth in this Section 10.2, any

Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 15 below.

SECTION 11. Allocation of Profits and Losses.

11.1 For purposes of this Section 11, after giving effect to the mandatory allocations set forth in Section 12 and all other adjustments to Capital Accounts for contributions and distributions for the Company's current fiscal year or other applicable periods, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Shareholders as follows:

(a) Profits. An amount of Profits equal to the aggregate negative capital account balances of all Shareholders having negative capital accounts shall be allocated to such Shareholders in proportion to their negative capital account balances until all capital account balances of such Shareholders equal zero. Next, to each Shareholder an amount of Profits equal to the aggregate Losses previously allocated to such Shareholder, until the Shareholders have received aggregate allocations of Profit in an amount equal to the aggregate Losses previously allocated to such Shareholders. Thereafter, (i) Profits recognized in connection with a Capital Transaction shall be allocated to Shareholders in accordance with the provisions of Section 10.2(b)(ii) and all other Profits shall be allocated to Shareholders in accordance with the provisions of Section 10.2(a)(ii).

(b) Losses. First, an amount of Losses equal to the aggregate positive Capital Accounts balances of all Shareholders having positive Capital Accounts shall be allocated to such Shareholders, in proportion to their positive account balances, until all Capital Account balances of such Shareholders equal zero. Next, to each Shareholder an amount of Losses equal to the aggregate Profits previously allocated to such Shareholder, until the Shareholders have received aggregate allocations of Losses in an amount equal to the aggregate Profits previously allocated to such Shareholders. Thereafter, all Losses shall be allocated to Shareholders pro-rata in proportion to the number of Shares held by each.

11.2 Subject to the foregoing, each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Shareholders in the same proportion as the Profits or Losses of the Company for such period are allocated among the Shareholders.

SECTION 12 Allocations to Comply With Regulations.

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 11 hereof.

12.1 Deficit Capital Account Allocations. Subject to the remaining provisions of this Section 12, in accordance with Treasury Regulation Section 1.704 1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 11 hereof to the extent such allocation would cause or increase a net deficit balance in a Shareholder's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among

the other Shareholders not subject to this limitation in accordance with the number of Shares held by each. For purposes of this Section 12.1, the following rules shall apply:

(a) Each Shareholder's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Shareholder's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(b) In determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Shareholder's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Shareholder's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Shareholder in any future period over the net book profits reasonably expected to be allocated to such Shareholder during (or prior to) the period in which such distributions are expected to be made.

(c) Qualified Income Offset Provision. If a Shareholder unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Shareholder's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Shareholder will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in Section 12.1(a) and (b) shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Shareholder's Capital Account.

(d) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Shareholder shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(e) Section 704(c) Adjustments. Income, gain, loss and deduction attributable to property contributed to the Company by a Shareholder shall be shared among the Shareholders so as to take into account any variation between the Company's basis in such property and its fair market value as of the date it was contributed to the Company, pursuant to Treasury Regulations under Section 704(c) of the Code.

12.2 Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 12 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 12 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Shareholder pursuant to Section 11 hereof and this Section 12 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Shareholder pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 12 had not been made.

12.3 Interpretation of these Provisions. The provisions of Sections 12.1 through

12.3 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith.

SECTION 13 Transfers; Assignments.

13.1 General Provisions. No Shareholder may withdraw or resign as a Shareholder or Transfer all or any portion of, or right in or to, such Shareholder's Shares in the Company, except as provided in Section 13.

13.2 Transfers. All Transfers shall be conditioned upon compliance with applicable securities laws. As a condition precedent to any such Transfer, the Director may require that the Shareholder deliver to them an opinion of counsel satisfactory in form and substance to the Director that the proposed Transfer would not violate any applicable securities laws or result in a termination of the Company for purposes of Section 708 of the Code. All Transfers shall be by instrument in form and substance satisfactory to the Director. Any Transfer in violation of this Agreement, to the extent permitted by applicable law, shall be null and void and shall not operate to vest any rights in the Company in any transferee; and in any event, all Shares which may be transferred by operation of law notwithstanding the provisions hereof, shall continue to be subject to the terms of this Agreement. Every permitted transferee of any Shares of the Company, as a condition precedent to such Transfer, shall execute a counterpart of or joinder to this Agreement, agreeing to become a party to and bound by the terms of this Agreement, as the same may have been amended. The transferor shall execute and acknowledge all such instruments, in form and substance satisfactory to the Company as may be necessary or desirable to effectuate such Transfer.

13.3 Certain Transfer Rights; Right of First Refusal; Purchase Option.

(a) Rights of a Shareholder to Transfer Shares. No Shareholder shall directly or indirectly Transfer any Shares of the Company now or hereafter owned by such Shareholder, except in accordance with the terms of this Section 13.

(i) Permitted and Prohibited Transfers. Subject to the other provisions of this Section 13, each Shareholder shall have the right to transfer any or all of the Shares now owned or hereafter acquired by such Shareholder (A) to his/her spouse or issue, (B) to a trust for the benefit of such Persons, or (C) to an entity which is controlled by such Shareholder by virtue of majority equity ownership or permanency in retained voting rights (each, a "Permitted Transferee" and collectively, the "Permitted Transferees") with the consent of the Director and subject to the Act and Regulations. A transfer to a Permitted Transferee may be made upon death or at any time during the life of the Shareholder, provided, however, that as a condition precedent to the obligation of the Company to recognize such Transfer of Shares each such Permitted Transferee shall become a party to this Agreement by executing a counterpart hereof and agreeing to be bound hereby.

(ii) Right of First Refusal.

(A) If at any time a Shareholder desires to sell or otherwise Transfer any or all of its Shares to a bona fide offer from an unaffiliated third party, (a "Third Party

Offer"), then such Shareholder must submit a written offer (the "Offer Notification") the other Shareholders (the "Non-selling Shareholders") and the Company to sell such Shares to the Non-selling Shareholders or Company, as the case may be, on the terms and conditions, including the purchase price, not less favorable than those on which the Shareholder proposes to sell the Shares to the unaffiliated third party. The Offer Notification shall include a copy of the Third-Party Offer, and set forth in reasonable detail the name and address of the proposed purchaser, the identities of the proposed purchaser's business principals, the nature of the proposed purchaser's business(es), and the amount, terms and conditions of the sales price (the "Purchase Terms"). It is understood and agreed that (i) no Third Party Offer shall encompass or be conditioned upon the sale of any property of the Shareholder's Shares in the Company proposed for sale or transfer in the Third Party Offer; (ii) every Third Party Offer shall require the transferee to execute a counterpart of this Agreement as a condition of the sale; (iii) any Shares sold to such a third party purchaser shall continue to be subject to the provisions of this Agreement, including the restrictions on Transfer; and (iv) such sale shall be conditional until review and approval under the Regulations is obtained.

(B) Within thirty (30) business days following receipt of the Offer Notification, the Non-selling Shareholders or Company, as the case may be, will notify the Shareholder if the Non-selling Shareholders (or Company) desire to purchase the Shareholder's Interest for the Purchase Terms (a "Positive Response") or if the Shareholder is free to sell its Interest (a "Negative Response"). A decision by the Company to exercise its right of first refusal will be made by Supermajority Consent of the Shareholders. If the Non-selling Shareholders (or Company) sends a Positive Response to the Shareholder, Non-selling Shareholders (or Company) will acquire and the Shareholder will sell to the Non-selling Shareholders all but not less than all of Shareholder's Shares proposed for sale or Transfer in the Third Party Offer at the price and on the Purchase Terms; provided, however, if any of the consideration set forth in the Purchase Terms is other than cash, the Non-selling Shareholders (or Company) shall have the option to pay either such non-cash consideration or the fair market value thereof in connection with exercising its right of first refusal hereunder. The closing date for the sale (the "Purchase Date") will be agreed among Non-selling Shareholders (or Company) and the Shareholder, but in no event will the Purchase Date be more than forty-five (45) days from the date of the Positive Response.

(C) If the Non-selling Shareholders or Company, in response to an Offer Notification, send a Negative Response to the Shareholder, the Shareholder may sell its Shares to the Third Party, under the Purchase Terms described in the Offer Notification, at any time within sixty (60) days after receipt of the Negative Response. If the Shareholder does not complete the sale of his/her Shares to within sixty (60) days after receipt of the Negative Response, any subsequent proposed sale will be subject to the requirements of a prior offer pursuant to this Section 13.

(D) Notwithstanding the foregoing, subject to the Act, Regulations and the terms of this Agreement, Shareholders may, without first offering such Shares for sale to the Company, Transfer all or a portion of their specific class of Shares to other Shareholders within their classification pro-rata in relation to the Shareholders wishing to

acquire and purchase the Shares upon such terms and conditions as such Shareholders shall mutually agree; provided however, any monetary consideration received from such Transfer shall first be applied to the satisfaction and discharge of such Shareholder's capital account or indebtedness to the Company, if any. Upon completion of such a Transfer, the Capital Accounts of the Shareholders will be amended, accordingly.

(E) The sale of all or substantially all of the Shares in the Company (including pursuant to a merger or consolidation) shall be exempt from the foregoing provisions of this Section 13.3(a)(ii).

(b) Tax Treatment. In the event the Company purchases the Shares of a Shareholder pursuant to the provisions of this Section 13, such redemption shall be governed by the provisions of Section 736(a) and not Section 736(b) of the Code.

13.4 Admission of Substitute Shareholders.

(a) Subject to the other provisions of this Agreement, an assignee of the Shares of a Shareholder of the Company (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Shares, including any transfer by operation of law) shall be deemed admitted as a Shareholder of the Company only upon the satisfactory completion of the following:

(i) The consent of the Director, which consent shall not be unreasonably withheld;

(ii) the assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as the Director may require in order to effectuate the admission of such person as a Shareholder of the Company;

(iii) the review and approval of the purchasing Shareholder by regulatory authorities pursuant to the Regulations;

(iii) If the assignee is a corporation or other form of business entity, the assignee shall have provided to the Director evidence satisfactory to counsel to the Company of its power and authority to become a Shareholder under the terms and provisions of this Agreement;

(iv) The assignee shall have paid all reasonable legal fees of the Company in connection with the substitution of such party as a Shareholder.

(v) For purposes of allocating profits and losses and distributions pursuant to the terms of this Agreement, a Shareholder shall be deemed as having become a Shareholder upon the signing of this Agreement to the extent permitted under applicable tax law.

13.5 No Assignment/Transfer. Notwithstanding anything to the contrary herein, Shareholders expressly agree that they will not, voluntarily or by operation of law, pledge, sell,

assign, transfer or in any way encumber or alienate by gift or otherwise all or any portion of the Shares in the Company, whether now owned or hereafter acquired, without the prior written consent of the Director. Any purported transfer in violation of this Agreement shall be void and ineffectual and shall not operate to transfer any right, interest or title to the Shares to the purported transferee.

13.6. Involuntary Transfer of a Shareholder Interest. A creditor's charging order or lien on a Shareholder's Shares, bankruptcy of a Shareholder, or other involuntary transfer of Shareholder's Shares, shall constitute a material breach of this Agreement by such Shareholder. The creditor, transferee or other claimant, shall only be entitled to receive the share of profits and the return of capital to which the Shareholder would otherwise have been entitled, and shall have no right to become a Shareholder, or to participate in the management of the business and affairs of the Company as a Shareholder or Director under any circumstances. The Director, may elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to have the Company purchase all or any part of Shares that were/are the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for Profits and Losses to the date of purchase. The Shareholders agree that such valuation is a good-faith attempt at fixing the value of the Shares, after taking into account that the Shares do not include all of the rights of a Shareholder, and after deducting damages that are due to the material breach of this Agreement.

13.7 Bring Along Rights. If at any time the Shareholders, acting by a vote of seventy-five (75%) percent or more of all issued and outstanding Shares (collectively, the "Majority Sellers"), elect to sell or exchange all of the Shares in the Company owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction, then the Company shall have the right (the "Bring Along Right") to require each other Shareholder of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective classes of Shares, all of the Shares held by such Shareholders. To exercise the Bring Along Right, the Majority Sellers shall first give to the Company and each other Shareholder of record a written notice (a "Bring Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Shares to be sold or exchanged and certifying that such Shares constitute all of the Shares in the Company held by the Majority Sellers, (B) the name and address of the Proposed Transferee, (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer, (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring Along Right provided for in this Section 13.7 and (y) has agreed to purchase the Shares in accordance with the terms hereof and (E) the aggregate Shares of each other Shareholder with respect to which the Majority Sellers wish to exercise its Bring Along Right pursuant hereto. Each Shareholder shall thereafter be obligated to sell to the Proposed Transferee the Shares subject to such Bring Along Notice, provided that the sale to the Proposed Transferee is consummated within ninety (90) days of delivery of the Bring Along Notice. If the sale is not consummated within such ninety (90) day period, then each affected Shareholder may sell, but shall no longer be obligated to sell, such Shareholders' Shares pursuant to such Bring Along Notice. The parties acknowledge that the Shares are unique assets and that money damages would be insufficient to in the event a Shareholder breached its obligations hereunder. Accordingly, in the event of any breach by one or more Shareholders of the provisions of this Section 13.6, the Company and the Majority Sellers

shall be entitled to seek the remedy of specific performance, in addition to all other remedies available at law or in equity.

SECTION 14. Dissolution. The Company shall have a perpetual existence, unless otherwise provided in the Certificate or unless it is dissolved pursuant to this Section 14. The Company shall dissolve, and its affairs wound up, upon the first to occur of the following: (a) the Supermajority Consent of the Shareholders; (b) the sale or exchange of all or substantially all of the operating assets of the Company in accordance with Section 8.6; or (c) the entry of a decree of judicial dissolution or any other event which results in dissolution of the Company under the Act and Regulations.

SECTION 15. Liquidation. The Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to Shareholders, pro-rata, according to their positive capital account balances. IN NO EVENT SHALL ANY SHAREHOLDER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH SHAREHOLDERS INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

SECTION 16 Competing Activities; Interested Party Transactions.

16.1 Competing Activities. Subject to the last sentence of this Section 16.1, and the Regulations, the Shareholders and the Director may participate in any business or investment activity, without accountability to the Company or any other Shareholder, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Shareholders and Director are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Shareholders against such Shareholders or Director or their respective other businesses, for any of the profits thereof and the Company shall not have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Shareholder or Director, directly or indirectly, may engage in any business or investment activity which competes directly with the business of the Company within Bristol County within the State, without the written approval of a majority of the disinterested Shareholders, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 16.1.

16.2 Interested Transactions. The Shareholders and the Director may enter into contracts with the Company and its Affiliates to the maximum extent permitted by applicable law, all in the same manner and with the same freedom as though such Person were not a Shareholder or Director and without accountability for any profit, benefit or compensation received in

connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

SECTION 17 Loans and Guarantees. The Shareholders may, but shall not be required to, make loans to the Company and/or guarantee liabilities of the Company. Any loans or guarantees made or given by a Shareholder shall be on such terms and conditions as shall be agreed upon by the Shareholder and the Company.

SECTION 18 Certain Expenses by Shareholders. The Shareholders acknowledge and agree that they are expected to incur certain expenses related to the business of the Company from time to time, including without limitation, expenses for transportation, meals, lodging, long distance and cellular telephone charges, postage and other office and business related expenses. Unless otherwise (i) agreed upon in writing, or (ii) set forth in written policies adopted by the Director from time to time, the Company shall not be obligated to reimburse the Shareholders for all or any part of such expenses.

SECTION 19 Books, Records and Reports.

19.1 Books and Records. The Company shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Directors may determine, and otherwise in accordance with GAAP. The Company shall also maintain a complete list of the Shareholders of the Company, a true copy of this Agreement, records of proceedings of the Shareholders, the Director and any other documents or records required by the Act. The books and records shall at all times be maintained at the principal office of the Company.

19.2 Tax Information. As soon as available after the end of each fiscal year of the Company, the Director shall send or cause to be sent to each Shareholder the tax information necessary for the preparation by such Shareholder of such Shareholder's federal and other income tax returns.

19.3 Periodic Reports. As soon as available after the end of each fiscal year, the Director shall cause to be prepared, and upon written request, shall transmit to each Shareholder the financial statements of the Company for the immediately preceding fiscal year. Such financial statements shall be prepared by the Company's independent certified public accountants in accordance with GAAP, and shall include: (i) a balance sheet of the Company as of the last day of such fiscal year; (ii) a statement of income of the Company for such fiscal year; (iii) a cash flow statement of the Company; and (iv) any other information required to be included in certified or reviewed financial statements in accordance with GAAP. All such financial statements shall be reviewed statements, unless the Director requests that the Company's certified public accountants prepare audited (certified) financial statements for any particular year(s), in which event the requesting Shareholders will be provided with audited financial statements of the Company for such year(s). Upon written request of a Shareholder, the Director shall also provide to such Shareholder (i) internal financial statements, including a balance sheet and income statement for the immediately preceding fiscal quarter, (ii) a copy of the Approved Budget and (iii) a copy of the Company's federal income tax return, as most recently filed.

19.4 Informational Rights

The Shareholders shall have informational rights as provided by the Act and other applicable law, provided however, the Company shall not be obligated to provide any information or access to a Shareholder if or to the extent the Company is advised by its legal counsel that such action could result in a waiver of attorney/client privilege as between the Company and its legal counsel.

SECTION 20 Amendments. Except to the extent specifically set forth herein, including without limitation, an amendment described in Section 9 with respect to the issuance of additional authorized Shares, this Agreement may be amended only by a vote of seventy-five (75%) percent or more of all issued and outstanding Shares, provided, however, that no such amendment shall result in dilution of a Shareholder's interest in Profits, Losses and distributions (except on a pro-rata basis with other Shareholders) or require a non-consenting Shareholder to make any additional capital contributions or loans to the Company, or to guaranty any debt or obligation of the Company without such Shareholder's express written consent. Any amendment to this Agreement approved in accordance with the terms of Section 9 or this Section 20 shall be binding upon all Shareholders, whether or not they consented to or joined in such amendment, and the Director shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Shareholder. Any amendment so approved shall for all purposes, including without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Shareholders.

SECTION 21 Headings. Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Agreement.

SECTION 22 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Certificate of the Company, the Certificate will control and this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Shareholders cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Shareholder upon dissolution will supersede the provisions of the Act relating to the same matters.

SECTION 23 Indemnification.

23.1 General. The Company shall indemnify each Shareholder and Director their respective representatives and agents (the "Indemnified Person") who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Indemnified Person is or was a Shareholder, Director or officer of the Company, or is or was serving at the request of the Company or the Directors as a director, or officer against expenses, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding, to the maximum extent permitted by the Act and

Regulations, provided however that, in the case of a settlement, the terms of such settlement shall first be approved in writing by the a majority of the disinterested Directors. The Company may, but shall not be required to indemnify any employee of the Company on the same terms, or on such other terms as the Director deem appropriate. Notwithstanding the foregoing, an Indemnified Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws only to the maximum extent permitted by such laws. The indemnification rights of Shareholders, Director and officers of the Company shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his or her rights hereunder.

23.2 Advance Payment. The right to indemnification provided for in this Section 23 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by the Indemnified Person, in advance of the final disposition of any such action, suit or proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided however, that the payment of such expenses incurred by any Indemnified Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of Indemnified Person of his or her good faith belief that the Indemnified Person has met the standard of conduct necessary to be indemnified under this Section 23 in a written undertaking in form and substance acceptable to the Directors by Indemnified Person to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 23 or otherwise. Such undertaking may be accepted by the Directors without reference to the financial ability of the Indemnified Person to make repayment. Upon receipt of an undertaking by Indemnified Person to repay such advance if he or she shall be adjudicated to be not entitled to indemnification, the Company may make payment of indemnified costs in advance of the final disposition of an action, suit or proceeding. Such advance payment shall be made within sixty (60) days after receipt by the Company of the written request of the Indemnified Person, which request shall include appropriate documentation relating to such costs, such as bills from attorneys for services rendered in connection with such action, suit or proceeding. The rights of Shareholders, Director and officers of the Company to receive advance payment of expenses shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his or her rights hereunder.

23.3 Exculpation. Notwithstanding any other provision of this Agreement, no officer or Director of the Company shall be liable to the Company or to any Shareholder for any act or failure to act if such act or failure to act is based upon the reasonable business judgment of the officer or Director and was taken in good faith, with the reasonable belief that such action or failure to act was in the best interest of the Company and its Shareholders. It is the intent of the parties that this Section 22 shall be binding to the maximum extent permitted by law.

SECTION 24 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions or those of any other jurisdiction. AS A MATERIAL INDUCEMENT FOR EACH SHAREHOLDER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER SHAREHOLDER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION

AND VENUE OF THE STATE COURTS OF MASSACHUSETTS, AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 26, AND EACH SHAREHOLDER HEREBY WAIVES ANY AND ALL RIGHTS SUCH SHAREHOLDER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS.

SECTION 25 Representations and Warranties of Shareholders.

Each of the undersigned Shareholders of the Company hereby represent and warrant to the other and to the Company as follows:

25.1 The undersigned has the legal right, power and authority to enter into this agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Shareholder's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Shareholder is a party or by which such Shareholder is bound.

25.2 Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

25.3 The undersigned has had the opportunity to consult with his/her own attorney prior to signing and delivering this Agreement, has read and understands the Agreement and has signed and delivered the Agreement with the intent to be legally bound.

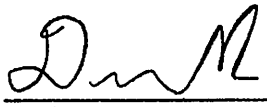
SECTION 26 Mediation; Arbitration.

THE PARTIES HEREBY AGREE THAT, UNLESS OTHERWISE SPECIFICALLY REQUIRED BY LAW, ANY AND ALL DISPUTES, AND LEGAL AND EQUITABLE CLAIMS ARISING BETWEEN OR AMONG THE SHAREHOLDERS, THE DIRECTORS, THE OFFICERS, THE COMPANY, OR ANY OF THEM OR ANY COMBINATION OF THEM, WHICH RELATE TO THE RIGHTS AND OBLIGATIONS OF SUCH PERSONS UNDER THE TERMS OF THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED HEREBY, OR ANY FUTURE AGREEMENT, UNDERSTANDING OR INSTRUMENT TO WHICH TWO OR MORE SUCH PERSONS MAY BE PARTIES (EXCEPT FOR DISPUTES OR CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER CLAIMS FOR EQUITABLE RELIEF), SHALL FIRST BE SUBJECT TO MEDIATION BEFORE MUTUALLY AGREEABLE MEDIATOR, THEN, IF UNRESOLVED, SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER THAT NOTHING SET FORTH IN THIS SECTION 26 SHALL BE DEEMED TO PREVENT A PARTY FOR COMMENCING ACTION IN A COURT OF COMPETENT JURISDICTION IF SUCH PARTY IS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF.

[SIGNATURE PAGE FOLLOWS]

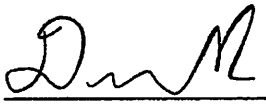
IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,



By: Derek A. Ross
Its: Authorized Shareholder and Director

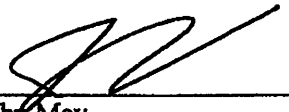
SHAREHOLDERS,



Derek A. Ross

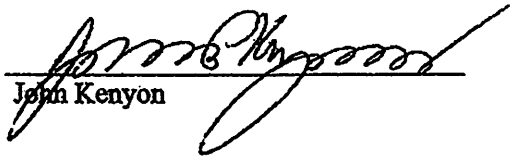
Michael Shine

Brett Fish



John May

Duncan Harris



John Kenyon

[SIGNATURE PAGE TO OPERATING AGREEMENT]

IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,

_____

By: Derek A. Ross
Its: Authorized Shareholder and Director

SHAREHOLDERS,

_____

Derek A. Ross

_____

Michael Shine

_____

Brett Fish

_____

John May

_____

Duncan Harris

_____

John Kenyon

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Its: Authorized Shareholder and Director

SHAREHOLDERS:

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Derek A. Ross

_____

Michael Shine

Brett Fish

_____

Brett Fish

_____

John May

_____

Duncan Harris

_____

John Kenyon

[SIGNATURE PAGE TO OPERATING AGREEMENT]

ANNEX A

SHAREHOLDERS AND NUMBER OF SHARES ISSUED AND OUTSTANDING

The below Shareholders are "Founders" of the Company.

Name	No. of Shares Held
Derek A. Ross	200,000
Michael Shine	50,000
Brett Fish	80,000
John May	55,000
Duncan Harris	50,000
John Kenyon	55,000
Total Issued Shares:	490,000

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

mass.gov/dor

Letter ID: L0003531392
Notice Date: August 23, 2018
Case ID: 0-000-416-569

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

BCWC LLC
34 EXTENSION ST
ATTLEBORO MA 02703-4641

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 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 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

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

August 7, 2018

TO WHOM IT MAY CONCERN:

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

BCWC LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 9, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **DEREK A. ROSS**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEREK A. ROSS**

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

Processed By:BOD

Operating Plans, Policies and Procedures

34 Extension Street, Attleboro

The Document entitled "Nova Farms, LLC, "Operating Plans, Policies and Procedures" is intellectual property of Nova Farms, LLC and contains sensitive business information that allows Nova Farms, LLC to maintain a business advantage over our competitors. This document is released at the authorization of Nova Farms, LLC for purposes of Massachusetts Municipal and State permitting, licensing and inspection. This information is not authorized to be released to a third party without the expressed written permission of the Chief Compliance Officer, Nova Farms, LLC.

DATE December 10, 2019

Nova Farms Extension Street Attleboro (ESA) Operating Plans, Policies and Procedures-Knowledge Areas (KA)

Purpose -The purpose of ESA 500.000 series is to establish the operating plans, policies and procedures for the Marijuana Establishment at 34 Extension Street, Attleboro, MA designated in this series as ESA Marijuana Establishment. These requirements are in accordance with Commonwealth of Massachusetts Regulation 935, 500.000; *Adult Use of Marijuana* implemented by Statute 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana .

From a customer service standpoint, we aim to create a positive experience with our customers. We will ensure a safe, positive environment for both customers and employees.

It is the responsibility of all employees, Managers, Supervisors, Directors and Senior Leadership to ensure employees understand the overall operation of the facility. Department Managers are responsible for reviewing each section and that the employees who will perform these activities understand what is required and perform these activities in a standard and acceptable manner.

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KA 1. Opening and Closing Procedures

Current Staffing Requirements:-*subject to change based on operational needs
Director of Security-M-Sun: 7:30am-4pm
Security Managers-M-Sun 7:30am-8:30pm (shift work)
Security Guards: M-Sun 7:30am-8:30pm
General Manager-M-F 7:30 am-4pm
Dispensary Managers-M-Sun 7:30 am-8:30pm (shift work)
Dispensary Agent s –M-Sun 7:30am-8:30pm (shift work)
Administrative Assistant-M-F 9:00am-5:00pm
Chief Compliance Officer-M-F 9:00am-5:00pm
Director, Human Resources-M-F 9:00am-5:00pm
Chief Financial Officer-M-F 9:00am-5:00pm

Opening Procedures
This SOP provides detailed information for Opening and Closing the ESA Marijuana Establishment/Dispensary

In order for the dispensary to officially open to their customers, a manager must be on the premises and directly supervising any and all activity before the dispensary can officially be open. Employees should arrive 30 minutes prior to opening in order to prepare the facility for the day's traffic and sales. Hours of Operations shall be defined as 8AM until 8PM, Monday to Sunday. Employees will be required to be on-site at their "home dispensary" for work 30 minutes prior to the start of their "shift".

It is the manager on duty's responsibility to insure the opening checklist is followed and complied with.

- Manager and Retail associates should arrive 60 and 30 minutes respectively, prior to opening to allow enough time to prepare for the start of the day.
- If there is any tampering inside or outside the store, do not enter – remain where you are and call the police.
- Do not open the store alone. Two or more associates must be present before the door is unlocked. Know the duress code for the alarm system.
- Relock the entry door. Station an employee at the front end to let arriving employees in one at a time and relock the door after each entry. (NOTE: Leaving a door unlocked and unmanned – for the convenience of arriving employees – is an open invitation to be robbed or for a thief to enter the store and steal merchandise.)
- Do a visual check of doors, windows, and aisles to be sure nothing was disturbed.

Manager Tasks – 30-60 Minutes Prior To Opening

- Disable alarm.
- Turn on lights necessary for sales floor preparation.
- Walk the floor to inspect housekeeping and use store evaluation checklist.

- Open safe, remove cash register tills.
- Set up cash registers for opening retail associates.
- The only visible functions at the register should be placing tills in register. All money counting should be done out of sight of the front door.
- A designated manager or security should only unlock the doors for arriving associates or for necessary traffic as mentioned above.
- All perimeter doors should remain secured except when in use.
- Turn on the computer and overhead music systems.
- Adjust air conditioning system.
- Start creating a daily task list.
- Assign cleaning/restocking/merchandising duties.
- Assign work stations.
- Prepare lunch and break schedules.
- Put up any sale signs needed for the start of a new sale.
- If a promotion ended the previous day, take down all related signs.
- Check email and respond as needed.
- Ensure the security system is recording and functional.
- Make adjustments to the schedule if necessary.

Retail associate Tasks – 30 Minutes Prior To Opening

Arrival

- Always follow proper safety protocols when entering the building.
- Upon entry of building, immediately enter locker room, **Do Not** enter restricted areas.
- Place all belongings in and secure designated locker, this includes cell phones.
- Promptly clock into time clock on wall.

First Shift

- Turn on all lights
    - Overhead dimmer switch
    - Glass display cases
- Turn on all media
    - TV and Computer monitors
    - Music (music should be on brand and appropriate)
- Set up outdoor stanchions and signage w/ security for parking and line control
- Dust product shelves and Windex all display cases
- Stock the product shelves to par.
- Stock main display cases.
- Stock and reorganize floor display cases.
- Check with floor manager for any additional tasks.
- Review product placement.

- Attend pre-shift, unless otherwise noted pre-shift will begin 10 minutes prior to opening. Workstation assignments and any additional tasks will be provided.
- Login to Flow hub and review product placement.
- Be at workstations for open.

Second Shift

- Arrive early, pre-shift will begin 10 minutes prior to shift time. Workstation assignments and any additional tasks will be provided.
- Restock product shelves w/ manager assistance.
- Check bathroom cleanliness and restock if necessary.
- Sweep parking lot and remove any debris w/ security.
- Review product placement.
- Log in to Flow hub and review product placement.
- Dim lights as needed.

The opening checklist must be filled out daily.

All Marijuana inventory not being used either as a display or as on shelf product inventory will be stored in a limited access product storage area.

Closing Procedures

The closing procedures are established to keep the Marijuana facility in full operation the following day. All employees have a role during closing. The closing responsibilities are primarily comprised of closing the facility and securing product for safe storage.

A checklist should be established and printed every day of tasks to be completed before closing. This list should include these items:

- Filling out daily inventory/production logs
- Inventory management – recording ending daily inventory on log sheets
- Have manager verify inventory quantities are correct
- Inventory reconciliation if necessary
- Pulling and securely storing all recreational Marijuana products.
- Closing and securing the facility for the night.

Dispensary Agent s must insure that all products are accurately securely inventoried and secured. The Dispensary Manager is responsible for the final signing off on cash and inventory reconciliation, and ensuring the facility is secure before leaving the premises.

- Do not extinguish or dim any lights until all customers have left the building.
- Do not close the last register until after scheduled closing and all customers have exited the facility.

- Always answer the phone, even when it rings after closing.
- Always leave in pairs when closing the facility.
- Never exit through the rear of the facility.
- Ensure all parking lots and exits have adequate lighting and that all bulbs are lit and functioning.

Manager Tasks – At Closing Time

- Walk the floor and restroom for any remaining customers.
- Assign closing and cleaning duties.
- Bring all Cannabis products from selling areas into the secured closet.
- Lock all perimeter doors, including main entrance and exit doors.
- The exit door should remain locked, with a supervisor or other responsible employee remaining at the door and letting customers out and relocking the door after each exit.
- Departing employees should also be observed, ensuring that no unpaid merchandise is carried out.
- Return all non-defective merchandise to stock.
- Move all defective merchandise to the back room for processing.
- Close and count down all cash registers.
- Cash should be counted away from registers so that it will not be visible to customers remaining in the store or who might be able to view the activity from outside the store through windows.
- Settle all credit Card machines.
- Generate a detailed batch listing.
- Place the detail tape, settlement report and tills in the safe.
- Place tills in a safe overnight and leaving register draws open will better protect the point of sale terminals in the event of a break in because burglars will invariably break into a register.
- All tills should be balanced, with paperwork, immediately following each cashier's shift so that any discrepancies can be investigated promptly, with the day's events fresh in the cashier's mind.
- The countdown of money should be witnessed and formally acknowledged by a manager. The Retail Budtender RB should not know how much money should be in the drawer. The manager should obtain that data from the POS program for use in determining the amount the RB is over or short. If the over/ short is exceeds a designated threshold (no more than $1.00), the RB should be required to provide a written statement as to what possibly could have caused the variance.
- Leave closing notes for opening manager and include daily totals, merchandising info and any employee updates.
- Double check all perimeter doors.
- Shut down computer programs.
- Properly shutdown all computers.
- Adjust air conditioning system.
- Turn off all lights.

- Activate burglar alarm system and know the duress code.
- Exit the front of the store and lock the doors. Ideally, all closing personnel should leave together, but as a minimum two people should leave together when the store is locked for the night.
- Double check that the door is securely locked.

Retail associate Tasks – At Closing Time

- Assist closing manager in inventory and storage of product.
- Sterilize and store tools, gently wipe down scales (alcohol wipes).
- Sweep parking lot and remove any debris w/ security.
- Break down and bring in outdoor stanchions and signs.
- Sweep and mop floors.
- Vacuum rugs and mats.
- Clean and stock restrooms.
    - Windex mirror
    - Sterilize sink and toilet
    - Sweep / mop
    - Remove trash and place by back door
    - Stock if needed (paper towels, toilet paper, and soap)
- Clean all surfaces (Windex or approved substitute).
    - Countertops and tables Display cases / Storage bins
    - Check-in window
- Reset couch, chairs, and fluff pillows.
- Non-Cannabis related Garbage removal:
    - Remove garbage and replace liners.
    - Garbage bags should be placed by the back door until all trash is collected.
    - Once all trash has been collected a retail associate RA must wait for security to assist in its removal.
    - Security will assist the RA in unlocking and relocking the secured dumpster before returning into the building.
- Log out of Flow hub.
- Plug in and clean tablets (screen cleaner only).
- Turn off all media.
    - Computers
    - TV's
- Follow proper safety protocols when exiting the building.

The daily close report is filled out by the manager and includes cash counts, notes on any issues, and documents all other closing events. This report is sent to management every night.

AFTER HOURS CONTACT INFORMATION The after-hours contact information for Nova Farms is:

- Marc Figueiredo - General Manager PH: 508-243-7929 Email: Marc@novafarms.com
- Manny Tedeschi - Chief of Security PH: 401-523-7704 Email: Manuelt@novafarms.com
- Brian Toms - Assistant General Manager PH: 203-994-2629 Email: BrianT@novafarms.com
- Blair Fish - Chief Operating Officer PH: 401-418-4929 Email: Blair@novafarms.com

Any changes to this information will be provided to the Marijuana Control Commission and to local Law Enforcement Authorities as requested.

General Dispensing Policies and Procedures

- The dispensary will not sell items other than approved Marijuana products and related products necessary for the approved forms of administration of Marijuana -No Exceptions
- No Marijuana or Marijuana products will be consumed on the premised-No Exceptions

Restriction of Sales

The retail Establishment will refuse to sell Marijuana to any consumer who is unable to produce valid proof of identification.

Consumers will not be served if:

- in the opinion of the Marijuana Establishment Agent based on information available to the Agent at the time,
- the Consumer or the public would be placed at risk
- This includes but is not limited to, the Consumer engaging in daily transactions that exceed the legal possession limits or create a risk of diversion
- No Marijuana Products containing nicotine will be sold. No Marijuana Products containing alcohol will be sold.

Return Policy-The ESA Marijuana Establishment/Dispensary has a no return policy on Marijuana and Marijuana products

Customer Service

Exceeding the Expectations of our Valued Customers

- When a customer arrives on site, they will be greeted by the parking attendants and assisted with parking if required
- The parking attendants will assist with ushering the customer to the front lobby entrance where they will wait in line to be called in by the Security Guard
- Once inside the lobby, the customers ID Card will be scanned into Flowhub POS System before they can enter the dispensary area
- The ID will be rescanned by Security once inside the dispensary area and the door will be secured once again
- Once inside, the customer will be greeted by a knowledgeable Dispensary Agent who will assist the customer and ask if they would like to proceed on to the self-service tablet or if they would like additional assistance
- At no time while in the dispensary will anyone, besides a registered Agent of the ESA Marijuana Establishment/Dispensary, be allowed behind the counters, near the back offices or anywhere where they may be in close contact with Marijuana or Marijuana based

products

- If the customer chooses the tablet, they will be ushered to the next open device, where the Dispensary Agent will remain to assist at the customer's request
- If the customer chooses to meet one on one with a Dispensary Agent , their "Member Name" will be placed in the queue and they will be asked to have a seat
- The customers will be provided with and will have access to many variety of product education material as they enjoy the dispensary or wait in queue
- For customers waiting in queue for a one on one with the Dispensary Agent , they will be called in order of arrival
- Once called, the Dispensary Agent will answer questions for the customer and assist the customer in learning about the products available
- Customers may smell but never touch the product
- Once the customer has made their choices and reached the legal limit of a one day transaction, the Dispensary Agent will guide the customer to the register to complete the sale
- The sale as with all sales in the Dispensary is entered into Flowhub Point of Sale System
- For those customers who utilized the self-serve kiosk tablet, their name will be called as their order is filled
- Any customer having difficulty deciding on their purchase or needs more assistance; a Dispensary Agent will assist them at any time during their visit to the dispensary
- Once the order is filled, their "Member Name" will be called and the customer will come to the register where their order will be paid for and completed through Flowhub
- Any customer needing assistance of any kind will be ushered through the dispensary will the help of a Dispensary Agent
- Once the sale transaction is completed in Flowhub, the customer will receive a copy of the transaction which will include; what strain was purchased, in what form the purchase was made (pill, wax, tincture, oil etc.) and a quality control list
- The quality control list will have the following information; the batch number of the product, the lot number of the product, the quality control employee ID number, the date of manufacturing and the dispensing Agent that provided the product
- A sticky label will be on the container/packaging which contains all the quality control list information and the suggested dosages; our Flowhub POS system will restrict this
- The ESA Marijuana Establishment/Dispensary will not sell Marijuana or Marijuana Products in excess of potency levels established by 935 CMR 500.150 (4).
- We will not knowingly sell more than an ounce of Marijuana or its combined dry weight equivalent in Marijuana concentrate, or Edible Cannabis Products to a retail customer per day-One ounce of Marijuana Flower is equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in Edible Cannabis Products
- Topical and ointments will not be subject to a daily limitation
- We are now ready to close the sale
- All the customer information and information about the transaction will be captured in Flowhub
- The transaction and visit is now complete and the customer will be ushered to the exit and assisted by the parking lot attendants to their vehicle, then guided out of the parking area

- While assisting the customer to their vehicle, the customer will be politely reminded to please not linger in the parking lot, to leave promptly to ensure we stay compliant with all required rules
- Thank them for using our facility and tell them we look forward to seeing them soon

Customer information provided

The ESA Marijuana Establishment/Dispensary has multiple brochures that describe the Marijuana varieties and their effects. These materials are available in English, Spanish and Braille. The brochures will educate the customer on the available types of Marijuana and their relative effects. Some of the varieties and methods of use are:

- Indica
- Sativa
- Hybrid

Consumption Methods will educate the customer on the various forms of consumption which are:

- Flower-traditional smoking method
- Concentrates-vaporizing and/or dabbing
- Drinks
- Edibles
- Topicals

Thoughts to Remember

- Employees will not leave the customer unattended while in the service area
- Escort a member of the public at all times and maintain visual contact at all times
- Consumption at the Licensed premises is prohibited
- If the employee conducting the sale has reason to believe that the product may be diverted to minors, other states, or the unregulated market, the employee is obligated to terminate the sale
- Impaired customers are prohibited from making purchases.
- No Marijuana or Marijuana product or sample may be given away for free. This means all products must be sold through the POS system.
- A registered dispensary employee shall record in the inventory control and in the Department data network each item dispensed including lot and batch number and the weight of Marijuana that was dispensed.
- All new employees will be given a new customer guide for help in understanding how to gather initial data about a customer, and what must be provided to customers upon their first registration with the Adult Use Retail Establishment

KA 2. Emergency Action Plans-

The purpose of these plans and SOPs are to provide specific instructions in the event an emergency occurs at the facility.

Principles of Emergency Protocols

- A facility emergency management plan is designed to educate and train facility employees on the actions and procedures to follow in the event of an emergency
- In the case of an emergency, facility employees will need to respond quickly and think strategically in order to successfully manage the emergency situation
- Having a good understanding of the facility emergency management plan will enable employees to better adapt to and handle emergencies

Recurring Training

All employees will be go through initial and recurrent training in emergency action plans, and will also be trained through mentoring and role playing on how to respond to different emergencies in the facility.

It is the responsibility of the Dispensary Manager and Chief Security Officer to document emergency action plans, and to provide recurrent training for all employees for the plans.

A. Burglary

Burglaries generally will occur at the facility after operating hours and while there are no registered employees present. Typically burglaries occur during the night and are not discovered until the next day during normal operating hours.

If upon entering the facility and registered employees notice something is afoul and upon investigation a burglary was determined to have occurred the previous night, then registered employees will be required to document the incident and notify local Law Enforcement.

Stop, leave the Establishment as burglar (s) may still be on the premises. Wait for local Law Enforcement to arrive on scene and deem are clear of threats before reentering the facility.

The Chief Security Officer upon being notified of a burglary and after the crime scene has been cleared so as not to interfere with an ongoing investigation or potentially alter or destroy evidence will:

- Document as much information as possible
- When able, fill out an incident report making sure to put time so it is easy to spot incident on surveillance footage
- Secure the Surveillance Footage
- Massachusetts Cannabis Control Commission
- Notify the Dispensary Manager and General Manager

After an event of burglary, an incident Report must be completed. Follow procedures for filing and Incident Report.

B. Armed Robbery

The purpose of this SOP is to provide registered employees with guidance in the event of an armed robbery.

All employees will be initially trained on protocols for handling an armed robbery, and will also be involved in role playing during the training period to understand the physical and psychological outcomes.

The Security Director is ultimately responsible for creating and modifying protocols to insure employee, and asset security in the facility. The Security Director works with the Dispensary Manager to help employees practice and train for events such as armed robberies.

Procedure Armed Robbery

In the event of a robbery, there are four things that you must remember:

- Remain calm
- Remain alert
- Remain observant
- Comply with the robber's demands

In the event of an Armed Holdup

- Comply with all demands in a polite, courteous and efficient manner.
- Most perpetrators simply want to take the cash, and get out as quickly as possible.
- Follow the perpetrator's instructions and commands completely and without hesitation.
- If possible, tell the perpetrator that there are patients here, so please do not hurt anyone.
- Anyone near the silent alarm should activate it, if possible. There should be no rapid, unexplained movements.
- If the opportunity arises that the employee is close enough to the alarm to push the panic button with their knee or to do it without being noticed, then do so with extreme caution.
- If the police show up while the perpetrator is still on the premises, and asks if someone tripped the alarm, the Dispensary Manager should simply say that the cameras are all watched at the police station.
- Never, ever, give any indication that someone alerted the police.
- Do not look into the robber's eyes, it will only heighten their anxiety about being recognized.
- Our surveillance system will provide the police with the strongest identification of the

perpetrator, so employees do not need to study the individual – it could only lead to tragic consequences

- If possible, tell the employees that they are to do everything the perpetrator asks.
- Open the cash vault if commanded to do so, and then back away.
- Allow the robber unfettered access to the money, so they will take what they want and hopefully leave quickly.
- Avoid confrontation. This is not the time to engage the robber in small talk or to ask why they are doing this. There is no need for any sort of conversation that goes beyond "yes" or "no" unless asked for a specific answer by the perpetrator.
- If the robber demands the inventory, show them where it is in the front room, but do not point out the back room unless they demand to know.
- Open the storage safe for them, and back away.

➢ While the robbery is in progress, employees should make note of their physical characteristics, approximate height and weight, any sort of accent, distinguishing features such as scars or tattoos.

If the perpetrator had a weapon:

- Was it in their right or left hand?
- Was it a revolver, or a semi-automatic?
- Approximately how long was the barrel?
- Their clothing should also be observed – did they wear anything with a team insignia or brand name?
- Were they wearing any sort of brand name clothing or shoes?
- Once the perpetrator has left, do not attempt to follow them outside.
- Try to observe the make and model of the vehicle they left in, or what direction they ran in.
- If possible, write down the License plate number.
- Remember, our parking lot is under camera surveillance, and hopefully the film will provide sufficient evidence for the police to find the suspects

After the Robbery

The police should be contacted as quickly as possible after the perpetrator has left by any means available.

Before the police arrive:

- Obtain the names, addresses and if possible the Registration Cards of any witnesses to the crime
- Request that they remain in the facility until the police arrive as the assailant may try to reenter the facility
- Secure the scene to preserve any evidence.
- Lock the doors, keep people away from the areas where the robbers were in and keep any and all evidence that may have been left behind by the suspects

When the police arrive, answer all of their questions and provide them with any sort of contact information they request. The Chief Security Officer should contact the Chief Operations Officer, General Manager and Dispensary Manager. An Incident Report should be completed as soon as possible. Follow the procedures for filing and Incident Report.

D. Fire Protocols

The purpose of this SOP is to provide guidance to facility employees in the event of a fire.

- The fire alarm systems are capable of continuously monitoring the facility for fire by means of camera recording, door switches, motion sensors, and fire and smoke detectors and will immediately notify Law Enforcement and fire departments both during non-business hours and via manual activation during business hours.

Our facility will additionally be equipped with an automated sprinkler system that meets the Attleboro Fire Department specifications.

The prerequisites for employees for this SOP include:

- Knowing the fire alarm control boxes are, and
- Knowing how to insure smoke detectors and other fire detection/suppression equipment are working properly

Fire Drill Training

It is the responsibility of the Dispensary Manager and all employees to undergo initial training in fire control and suppression, and also to participate in semi-annual drills to determine timeliness, the understanding of particular duties during a fire emergency, and the proper procedures for evacuating the facility.

It is important that:

- All employees will be extensively trained and validation techniques will be utilized for ensuring continued competency.
- Quarterly safety, best practices and continued education material will be available for all employees and management.
- The Chief Security Officer and Dispensary Manager review fire procedures/drills, and work with Training to provide beginning and recurrent training for all employees in fire prevention/containment.

In the event of a fire on the premises:

- And you noticing smoke or a fire, break open the fire alarm and announce that the building needs to be evacuated
- Follow facility evacuation plan
- The dispensary manager, if time allows, should move all inventory from the day storage to the safe, along with the cash from the registers. This should only occur if the dispensary manager does not see open flames, or smoke that is too dense to walk through.
- The dispensary manager, if safe to do so, should move through all of the rooms in the

dispensary, and insure that everyone has made it out safely.

- In the event the fire is small and containable, there are portable fire extinguishers throughout the office.
- Use Fire Extinguishers with extreme caution, and if in an electrical junction box, move away and insure the facility is empty
- Make sure the entrance to the facility is unobstructed for the fire department vehicles
- Ask if anyone is parked in front of the dispensary to please move their vehicles immediately so the fire department can get through
- When firemen arrive, detail where you think the fire started, and where it is the heaviest
- Immediately inform the Chief Operating Officer and Chief Executive Officer of the fire and the current situation

Remember the acronym RACER

R – Rescue people from the immediate area. Move people away from smoke and fire, and yell to insure the dispensary is empty.
A - Activate the nearest alarm, and contact 911 with the address of the facility. Provide your name, the location, where the fire might be coming from, and stay on the line while they respond.
C – Contain the fire by closing all windows or doors if possible.
E – Extinguish the fire with an appropriate fire extinguisher for the type of fire being fought (i.e., electrical, chemical, etc.) Only do so if it does not involve any risk of life.
R – Relocate to a safe area. Make sure the dispensary is cleared, and move people away from the entrance and any windows.

Recovery

Once the situation is stabilized and the area is safe to go back into the General Manager and Dispensary Manager will:

- Assess the damage must be assessed
- Move Inventory
- Block off the entire area except for access to first responders and management
- Designate employees will begin the effort to restore the area if possible, and if not, to ensure that all employees are warned not to go past any blockades set by the fire department.
- Ensure management has contacted the necessary insurance personnel to begin the recovery effort.

In order to insure the safety of employees and visitors to our facility, we will train employees before starting employment on what to do in case of a fire. Training is updated twice a year.

Fire Risk Mitigation
In order to avoid fire emergencies, we have adopted the following protocols:

- Cut back brush or vegetation that may be impeding on any structures on our property.
- Remove dead wood and combustible litter from the site.

- If possible, enclose the underside of eaves and decks with fire-resistant materials to keep out flying embers.
- Develop, review, and share fire pre-plans with local fire departments
- Train employees in fire prevention, evacuation procedures, and fire safety measures
- Identify on-site and external equipment resources, procuring contracts if necessary (fire trucks, Backhoe/Front end loader for cutting fire breaks).
- Check functionality of sprinkler systems and fire extinguishers
- Establish response team and train as necessary

- Refer to chemical fire extinguisher instructions for a determination of the proper material for battling a chemical, electrical, or other fire source.

Any fire, whether minor or a full on blaze requiring the fire department will require an incident report, must be recorded in the incident log, and reported to upper management immediately. Follow procedures for filing Incident Reports.

E. Customer Accident/Illness

The purpose of this SOP is to provide guidance for employees in the event a customer has an accident in the facility, or becomes sick and requires an ambulance.

Accident within the facility

A customer or employee may slip, fall, or have some sort of accident while in the building. The Dispensary Manager will contact first responders by calling 911 as well as clear the facility to assure easy access for them.

Medical Emergency

- If it is a minor medical situation such as a small cut, scrape or minor burn; retrieve the first aid kit on site and treat wound with items found in the first aid kit.
- If the situation appears to be a severe medical situation such as someone suffering from a heart attack, notify 911 or local medical emergency services for further assistance
- An employee who has been CPR trained and/or feels comfortable using the AED can retrieve the emergency defibrillator and follow the instructions provided
- If the medical situation is an emergency; contact medical emergency services immediately
- If a serious injury occurs while an employee is working, such as a slip and fall resulting in possible broken bones or a cut requiring stitches, facility management will need to complete a worker compensation insurance claim form prior to the employee seeking medical assistance
- Document any medical emergencies for customers, visitors or any employee by filing and Incident Report

- Ensure all employees are familiar with where the first aid kits are and their contents, the

Dispensary Manager must insure they are current, and ensure all employees take training in using the defibrillator.

The Dispensary Manager must fill out an incident report, all the necessary accident reports and forward them to upper management. Follow the procedures for filing an Incident Reporting

F. Evacuation Plan

The Evacuation Standard Operating Procedure provides guidance for an event requiring evacuation

Evacuation Plan Procedure

In the event there is a need for evacuation, the pre-set plan will be put into action:

- If during retail hours, delegate a Dispensary Agent who will politely but firmly move customers toward the exits explaining there is a safety issue, and we apologize for the inconvenience, but their safety in this instance is our foremost concern.
- The Dispensary Agent should guide customers out the front lobby area to the far side (golf course side) of the parking lot where they should remain until the "all clear signal" is given
- Customers should be asked to remain in place until after the event is over and when given the "all clear signal"
- The Dispensary Manager or other Dispensary Agent (s) present should have already notified 911 that there was a need to evacuate the facility
- The Dispensary Manager or Dispensary Agent will provide the reason to the dispatcher and that all customers were being removed as a precaution
- If possible ensure that product and cash have been secured
- Ensure all customers are out of the facility, and have safely gathered in the area out the front lobby to the far side (golf course side) of the parking lot
- As first responders arrive, carefully explain the situation to them, and answer any questions they may have
- Notify the first responders if anyone became ill or displayed any symptoms or any sort of illness that may have been caused or is the result of the evacuation

- ➢ The Dispensary Manager should execute a bi-annual drill of the evacuation process the Dispensary Agent s and Marijuana Establishment employees
- ➢ The Dispensary Manager will review the time it took, any issues, and to determine if there are any necessary modifications to the plan.

Any evacuation should be documented on an Incident Report. Follow procedures for filing Incident Reports.

G. Power Loss

The purpose of this Standard Operating Procedure is to provide guidance in the event of a power loss at the facility.

Power Loss Procedure:

- Know how long the emergency back-up power will last

- Have backup plans such as flashlight available near the dispensary area
- Call the utility company to identify the facility and why your facility may needs critical services during emergencies.
- If the power goes off explaining critical needs could put on a priority list to get power back on as soon as possible

During a power outage:

- Assume that the power goes out roads are impassable to medical teams, vendors, and families
- Ask customers to remain calm and to stay in the central area of the dispensary until the outage has been assessed, then allow them to exit through one door to the parking lot
- The Chief Security Officer will appoint several Security Guard to guide customers out of the parking lot and to provide safety until all customers have departed the lot
- The Security Team inside will ensure that Limited Access Doors are still locked and secure
- The Security Team with Dispensary Agent s should immediately remove product to the safe
- The General Manager or Manager On-site should take count of all employees by asking them to meet and remain in the central dispensary area
- All employees not performing security or other duties will report to the dispensary area during any type of emergency for accountability and to become a manpower resource
- Assess the needs of the Dispensary and delegate duties to employees until power is restored or you are able to make contact with the Chief Operating Officer
- Determine when to contact outside authorities, agencies, or other help

Ensure you have contracts and Memorandum of Understanding with the following backup agencies:

- The alarm system to detect unauthorized entry
- Law enforcement
- Generator should also have a backup power source that is tested at least quarterly using the generator testing log

Power outages must be reported to the proper utility, as well as to the Dispensary Manager and upper management. When there is a power outage, an incident report should be generated as soon as possible. Follow procedures for filing an Incident Report.

KA 3. Disposal of Marijuana by the facility

The purpose of this SOP is to provide guidance for the disposal of Marijuana by the facility's employees.

Marijuana may be destroyed under the following circumstances:

- If it is found by internal quality control assessments to be infected or contaminated or fails to meet other quality control standards
- If it is recalled due to batch-related quality control concerns,

It is the responsibility of the Dispensary Manager to oversee the destruction of all Marijuana. Process defective Marijuana and plant by-products in-house by degrading them into a wholly unusable form: grinding and soiling Marijuana waste with non-consumable solid wastes. In this form, Marijuana waste can be disposed of at a State approved waste facility.
Whenever Marijuana is turned over for destruction, an inventory record is generated indicating:

- The control numbers associated with the Marijuana turned over for destruction,
- The reason it was turned over for destruction,
- The names and signatures of the officials receiving the Marijuana,
- The amount turned over, and
- The date and time it was turned over.

The Dispensary Manager must be present for the inventory transfer and must, along with at least one other employee acting as witness, sign a printed record of inventory transfer, which will be kept as a hard copy or electronically as a scanned facsimile for not less than five years.

Whenever Marijuana is destroyed on site an inventory record is generated indicating:

- The control numbers associated with the Marijuana destroyed,
- The reason it was destroyed,
- The manner in which it was destroyed,
- The amount destroyed,
- The date and time it was destroyed, and
- Those present during the destruction.
- The Inventory Control Agent must be present for all on-site destruction and must, along with at least one other employee acting as witness, sign a printed record of disposal, which will be kept as a hard copy or electronically as a scanned facsimile for not less than five years.

Refer to the SOP's for the storage of Marijuana awaiting destruction. The destruction of inventory must be recorded in METRC and Flowhub, and a copy of the destruction record must be signed by the Dispensary Manager and provided to accounting.

KA 4. Customer Education

The purpose of the SOP is to provide guidance and define the requirements for educating our Retail Adult Use Customers.

ESA Marijuana Establishment/Dispensary will make available educational materials about Marijuana Products to Consumers by:

- Having those materials available upon entrance to the facility and available throughout the adult use establishment
- Having an adequate supply of current educational material available for distribution
- Ensuring there will be available in commonly spoken languages designated which will include, but not be limited to appropriate materials for the visually- and hearing-impaired.

The dispensary Agent s will interact with the customer and provide educational material which will include at least the following:

- A warning that Marijuana has not been analyzed or approved by the FDA
- That there is limited information on side effects
- That there may be health risks associated with using Marijuana
- That it should be kept away from children
- A warning that when under the influence of Marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated
- Information to assist in the selection of Marijuana, describing the potential differing effects of various strains of Marijuana , as well as various forms and routes of administration
- Materials offered to Consumers to enable them to track the strains used and their associated effects
- Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained
- A discussion of tolerance, dependence, and withdrawal
- Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs
- A statement that Consumers may not sell Marijuana to any other individual
- Information regarding penalties for possession or distribution of Marijuana in violation of Massachusetts law
- Any other information required by the Commission

KA 5. Marketing and Advertising

These are the regulations governing Marketing and Advertising of Marijuana and Marijuana Products.

ESA Retail Adult Use Establishment will follow the permitted marketing and advertising requirements listed below:

Permitted Practices

The following advertising, marketing, and branding activities are permitted:

ESA Marijuana Establishment/Dispensary will develop a business name and logo to be used in labeling, signage, and other materials; provided, however, that use of medical symbols, images of Marijuana , or related Paraphernalia, images that are appealing to persons younger than 21 years of age, and colloquial references to Marijuana and Marijuana are prohibited from use in this business name and logo; sponsorship of a charitable, sporting or similar event, except that advertising, marketing, and branding at or in connection with such an event is prohibited unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data;

ESA Retail Adult Use Establishment will display, in a secure, locked cases, samples of each product offered for sale and subject to the requirements of 935 CMR 500.110: *Security Requirements for Marijuana Establishments*. These display cases will be transparent. An authorized an ESA Marijuana Establishment/Dispensary Agent will remove a sample of Marijuana from the case and provide it to the Consumer for inspection, provided the Consumer will not consume or otherwise use the sample unless otherwise authorized herein;

ESA Retail Adult Use Establishment will post prices in the store and will respond to questions about pricing. ESA Retail Adult Use Establishment will provide a catalogue or a printed list of the prices and strains of Marijuana available at the ESA Retail Adult Use Establishment to Consumers and will post the same catalogue or printed list on its website and in the retail store;

ESA Retail Adult Use Establishment will engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of Marijuana or Marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public will include the statement “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement:

- “This product may cause impairment and may be habit forming.”
- “Marijuana can impair concentration, coordination and judgment.
- Do not operate a vehicle or machinery under the influence of this drug.”
- “There may be health risks associated with consumption of this product.”

- "For use only by adults 21 years of age or older"
- "Keep out of the reach of children."
- "Marijuana should not be used by women who are pregnant or breastfeeding."

All marketing, advertising and branding produced by or on behalf of ESA Marijuana Establishment/Dispensary will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½) (xxvi):

"This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product**. KEEP THIS PRODUCT AWAY FROM CHILDREN**. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of Edible Cannabis Products may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

ESA Retail Adult Use Establishment will follow the requirements of those practices that are prohibited in advertising and marketing.

The following advertising, marketing, and branding activities are prohibited:

- Advertising, marketing, and branding in such a manner that is deemed to be is deceptive, misleading, false or fraudulent, or that tends to deceive or create a misleading impression, whether directly or by omission or ambiguity
- Advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data;
- Advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old;
- Advertising, marketing, and branding including, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
- Advertising, marketing, and branding, including statements by a Licensee, that makes any false or statements concerning other Licensees and the conduct and products of such other Licensees that is deceptive, misleading, false or fraudulent, or that tends to deceive or create a misleading impression, whether directly or by omission or ambiguity;
- Advertising, marketing, and branding through certain identified promotional items as determined by the Commission including, but not limited to, gifts, giveaways, discounts, points-based reward systems, customer loyalty programs, coupons, or "free" or "donated" Marijuana;
- Advertising, marketing, and branding by a Licensee that asserts that its products are safe, or represent that its products have curative or therapeutic effects, other than labeling required

pursuant to M.G.L. c. 94G, § 4(a½)(xxvi), unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor as determined by the Commission;

- Advertising on billboards, or any other public signage, which fails to comply with all state and local ordinances and requirements; installation of any illuminated, neon, or external signage beyond the period of 30 minutes before sundown until closing provided however that the Commission may further specify minimum signage requirements;
- The use of vehicles equipped with radio or loudspeakers for the advertising of Marijuana
- The use of radio or loudspeaker equipment in any Marijuana Establishment for the purpose of attracting attention to the sale of Marijuana
- Advertising, marketing, and branding at, or in connection with, a charitable, sporting or similar event, unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data
- Operation of any website of a Marijuana Establishment that fails to verify that the entrant is 21 years of age or older;
- Use of unsolicited pop-up advertisements on the internet or text message; any advertising of an improper or objectionable nature including, but not limited to, the use of recipe books or pamphlets for Marijuana Products which contain obscene or suggestive statements
- Advertising, marketing or branding of Marijuana Products, on clothing, cups, drink holders, apparel accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items;
- Advertising, marketing or branding, on or in public or private vehicles and at bus stops, taxi stands, transportation waiting areas, train stations, airports, or other similar transportation venues including, but not limited to, vinyl-wrapped vehicles or signs or logos on transportation vehicles or company cars;
- Advertising, marketing, branding, signs or other printed matter advertising any brand or kind of Marijuana Product that are displayed on the exterior or interior of any Premises Licensed by the Commonwealth where Marijuana Products are not regularly and usually kept for sale
- Advertising or marketing of the price of Marijuana Products, except as permitted above pursuant to 935 CMR 500.105(4)(a); and display of Marijuana Products so as to be clearly visible to a person from the exterior of ESA Retail Adult Use Establishment.

Nothing in 935 CMR 500.105(4) prohibits the ESA Retail Adult Use Establishment from using a mark provided by the Commission which uses images of Marijuana.

KA 6. Handling Cash

This purpose of this SOP is to ensure that cash is transferred from the registers to the safe and from the facility to the bank.

Internal Controls - The General Manager shall ensure that a system of controls is maintained for cash handling and accounting functions. Tight controls will remove opportunities for unauthorized access to cash.

The General Manager or his delegate will:

- Ensure there is dual custody (2 ESA Marijuana Establishments employees) are assigned to safeguard cash any time cash is transferred from the registers to the safe and from the facility to the bank
- Ensure that any petty cash will be under the control of the Dispensary Manager and reconciled daily.
- Ensure that the petty cash account will not exceed $5,000.
- Ensure accounting of all receipts and vouchers.
- Ensure the drawer is in balance at all times.
- Ensuring every cash transaction is put through the register
- Maintaining a system that allows cash to be deposited into a safe in a secure room

All cash handling must be recorded in front of a surveillance camera

Cash Handling – Opening Procedure

- A manager must first open the restricted access closet and secure the door.
- Once secured the Dispensary Vault DV may be opened.
- The manager will take out bank bags for the appropriate POS cash drawers. The bank bags will each contain the designated beginning balance for each drawer.
- Each bank bag will be named, and the breakdown of currency will be documented on the Bank Bag Log from the previous evening.
- Once the bank bags have been removed, the manager must update the Dispensary Vault Balance Sheet to reflect the new balance of the vault (no physical cash count of the entire vault is necessary at this point).
- The manager will then close the DV.
- Once the DV is closed, the manager will exit the secured area, closing the door behind.
- The manager will issue the bank bags to the assigned Retail Budtender RB and document on the Bank Bag Log to whom each bag was issued.
- The RB will verify the contents of the bag is the specified beginning balance and transfer the contents to the POS cash drawer.
- If a RB discovers any bag discrepancies, they must notify management for an immediate recount and investigation if necessary.
- The drawer should then remain closed until sale operations begin.

Cash Handling – Mid-Day Procedure
Drawer Limit:

- It is the responsibility of the Retail Budtender RB to notify management when they have reached the current maximum drawer limit of $5,000.00
- The manager will then remove the POS cash drawer, along with the bank bag and return to the restricted access closet.
- All but the beginning balance will be removed, counted, documented, and deposited in the original bank bag.
- The bank bag will then be placed in the Dispensary Vault DV and secured.
- The DV balance sheet will be updated.
- The RB will then be asked to enter the secured closet and verify the contents of the drawer before returning to their workstation.
- Manager will secure restricted access closet.

Second Shift Personnel Change/ Drawer Reconciliation:

- Once the second shift arrives, the manager will begin issuing bank bags and POS cash drawers, while reconciling others.
- Individually, second shift retail budtenders RB, will be asked to enter the restricted access closet, where they will be issued bank bags and POS cash drawers.
- Once the first bag is issued and the contents verified, the manager and RB will exit, secure the closet and make the first employee switch.
- The manager will pull an RB POS cash drawer and bank bag if still available.
- The manager and RB will then enter the secured closet, reconcile the drawer and document the deposit on the End-of-day EOD Drawer Balance Sheet. Always accounting for any previous deposits made throughout the day.
- If any discrepancies are determined, the RB must document where they feel they arose from and the manager must then further investigate.
- Once the drawer is properly accounted for, the RB may leave.
- The manager again will return the bank bag to the beginning balance, updating spreadsheets accordingly.
- The next RB will then be asked to enter, and the process will continue until all assigned second shift RB have been issued a bank bag and drawer.
- The DV Balance Sheet, Bank Bag Log and EOD Drawer Balance Sheet will continue to be updated with each deposit.
- Once reconciled the manager will complete straps of cash (See Cash Strapping Procedures below).
- Reverify DV balance sheet and secure Vault

Cash Handling – Closing Procedure

- At the end of the business day, the cash in each POS cash drawer will be reconciled as stated above and documented accordingly, including the denomination of each bill.
- The manager will then transfer all of the cash, less the beginning balance from the drawers to the vault. Updating the DV balance sheet accordingly.
- All bank bags should return back to the beginning balances, logged, and secured in the Vault
- Once all cash has been transferred to the DV, the manager will make complete straps of cash (See Cash Strapping Procedures below).
- Once cash has been strapped appropriately, the manager will update the Vault Balance Sheet to reflect the amount of cash secured.
- A physical hard count of the cash in the DV should ideally be completed at the end of each business day. It is up to the facility manager how frequently a hard count of the vault cash should be performed.

Cash Strapping Procedures

Cash should be strapped using the bank standard format:

$1's X 100 = $100
$5's X 100 = $500
$10's X 100 = $1,000
$20's X 100 = $2,000
$50's X 100 = $5,000
$100's X 100 = $10,000

Please refer to the Cash Reconciliation Format below.

Date	Time	Open Amount	Close Amount	Employee Name	Employee Signature

All cash reporting and reconciliation reports go to the internal auditor and to the controller. Discrepancies in cash counting must be reported during the shift that it occurs in.

Cash Handling and Transportation Requirements

This SOP defines the procedures to be used when handling cash while Transporting Marijuana and Marijuana Products.

The ESA Marijuana Establishment/Dispensary when conducting any transaction in cash will establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers and the general public. Adequate security measures will include:

- An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash
- Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded
- A written process for securing cash and ensuring transfers of deposits to the ESA Marijuana Establishment/Dispensary financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities
- Use of an armored transport provider, Plymouth Armored Group, that is Licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution and the Commission.

Notwithstanding the requirement of 935 CMR 500.110(7) (a) (4), ESA Marijuana Establishment/Dispensary may request an alternative security provision under 935 CMR 500.110(2) for the purposes of cash transportation to financial institutions and DOR facilities. Any approved alternative security provision will be included in the security plan shared with Law Enforcement in the municipality in which the ESA Marijuana Establishment/Dispensary is Licensed and periodically updated as required under 935 CMR 500.110(1)(q). To be determined to provide a sufficient alternative, any such alternative safeguard will include, but may not be limited to:

- Requiring the use of a locked bag for the transportation of cash
- Requiring any transportation of cash be conducted in an unmarked vehicle
- Requiring two registered ESA Marijuana Establishment/Dispensary Agent s employed by the Licensee to be present in the vehicle at all times during transportation of deposits
- Requiring real-time GPS tracking of the vehicle at all times when transporting cash
- Requiring access to two-way communication between the transportation vehicle and the ESA Adult Retail Establishment
- Prohibiting the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution
- Approval of the alternative safeguard by the financial institution

All written safety and security measures developed under this section will be treated as security planning documents, the public disclosure of which would jeopardize public safety.

Cash Pickups- Plymouth Armor Group has been hired to pick up and transport cash to the financial institution

- Plymouth Armor Group is considered the best practice for cash transport by the state regulators, as well as Century Bank and all other banks. Founded by former Law Enforcement, DEA, and homeland security experts, they are Licensed, bonded, and insured and have been fully vetted by all of the banks in the state accepting cannabis related cash. They helped spearhead the cash transport and banking working group with the Cannabis Control Commission to ensure best practices with a public safety focus were developed.

Cash Pick up Process:

- An email with the total transport value should be sent to Abigail Schnibbe, VP of Operations, abigail@plymoutharmorgroup.com , the night before or morning of the transport to confirm the transport amount does not exceed 250K.
- On day of pickup, the dispensary receives a call from Plymouth Armor Group (PAG) couriers 15 minutes prior to arrival.
- A chain of custody switch between the Plymouth Armor Group and the CSA Marijuana Establishment/Dispensary will be accomplished in no more than 15 minutes as Plymouth Armor will not remain on site for any longer Upon arrival, PAG couriers require a paper and electronic signature from the RMD Agent /Manager doing the transaction
- Plymouth Armor Group will take photographs of the Dispensary Manager's ID
- Plymouth Armor Group will take photographs of all the cash transport bags to ensure there is no tampering upon drop at the bank
- All bags will be prepared in the bank provided deposit bags prior to Plymouth Armor Group's arrival
- Deposit slips will be placed inside the bag to avoid loss when dropped in the bank deposit box
- The deposit bag(s) are then placed in a lockable cash transport bag to be transported out of the facility and into the armored vehicle where it is then placed in another locked compartment
- The cash pickup is transported to the designated financial institution*
- Pickups will be performed 4 days during the week*

*information limited for security reasons

Compliance and Best Practices:

- Fully Armored Vehicles
- Puncture Proof Tires
- Bullet Proof Glass
- Armed Couriers with Law Enforcement, military, or security expertise.
- GPS Tracking at all times
- Interior and Exterior Cameras
- Email with amount night before/day of

Cash Delivery to ESA Marijuana Establishment/Dispensary-Initial cash delivery to the facility and servicing of the ATMs throughout the day will be performed by Plymouth Armor Group

KA 7. Packaging and Labeling

The ESA Marijuana Establishment/Dispensary will be buying Marijuana and Marijuana products from approved Mass Cannabis Cultivators and receiving the product in 2 ways. A cultivator's Licensed and approved transportation Agent or a Licensed or purchased Nova Farms vehicle. The transportation operations are outlined in outlined in **KA 11. Transportation Between Marijuana Establishments**

Product Labeling –

The ESA Marijuana Establishment/Dispensary will be buying Marijuana and Marijuana products from approved Mass Cannabis Cultivators and Product Manufactures that is already Licensed in the state of Mass and we will accept product in the following manner:

- Wholesalers will be delivering pre-packaged (and not pre-packaged) product to our facility
- Prepackaged goods will have a validated Cannabinoid profile on them already
- We will scan the product into *metrc* and then generate new bar codes from Flowhub to affix to product.

For those products that are not prepacked ready for sale and come in bulk:

- We will scan into *metrc...* break down product into desired weight package
- We will then print the validated Cannabinoid profile, from batch, bar code identifier and all proper warnings on the packaging

KA 8. Testing

The ESA Marijuana Establishment/Dispensary will be buying Marijuana and Marijuana products from approved Mass Cannabis Cultivators and Product Manufactures that is already Licensed in the state of Massachusetts therefore, all product that we receive will come with a test and the full Cannabinoid profile. We do not retest any wholesale product.

KA 9. Weight and Measurements and Scale Calibration

The purpose of this SOP is to explain how to use certified scales for weights and measurements and to train registered employees on proper use of NTEP certified scales to be used for weights and measures as well as scale calibration/certification.

In order to tare the scales internally, there must be a standard stand-alone weight to zero the scale, and the scale calibration log must be updated.

The facility will utilize NTEP-certified scales for the weighing of all Marijuana, Marijuana products, Marijuana waste and all green waste.

NTEP Certification— The National Conference on Weights and Measures issues an NTEP Certificate of Conformance following successful completion of an evaluation of a device. It indicates that the device(s) described in the Certificate is/are capable of meeting applicable requirements of the NIST Handbook 44.

Scale Calibration and Frequency
The facility will ensure that all scales and balances are calibrated by an accredited calibration service supplier. The frequency of having the facility's scales calibrated will be on a six (6) month basis. This routine calibration will be documented on the Scale Calibration Log sheet and maintain on the Licensed premise.

SCALE CALIBRATION LOG					
Date:	Employee:	Scale Serial #	Calibration Service Provider	Scale Calibrated (Y) or (N)	Notes

KA 10. Notification of Approval of Changes – to SOPs, Guidance Documents, Facility Forms

This SOP provides guidance on how to process changes in the way operations are performed in the facility due to:

- Regulatory changes
- Best practices accepted for implementation
- Efficiency assessments
- Other factors that require a change in process

Standard Operating Procedures in the Marijuana industry are dynamic documents; they are subject to changes due to regulatory action, new processes, corrective action and a host of other reasons. If procedures are documented correctly and updated, they will provide a roadmap for the consistent operation for the business, which will in turn create efficiencies, and hopefully a more profitable enterprise.

The Nova Farms Chief Compliance Officer is the person primarily responsible for changing and updating SOP's and will do this by:

- Observing the task as it is performed, and documenting each stepin order
- Reviewing at least each quarter, to help insure they are updated and properly modified

Process for Making Changes to SOP
The Nova Farms Chief Compliance Officer will submit to their CCC inspector; material changes to SOPs such as adding a new service or process. Changes in SOPs will be managed using an SOP Change Request Form and logged into the SOP Change Log by the Chief Compliance Officer

Steps for processing changes:

- Changes to SOPs, Procedures, Protocols, Guidance and/or forms will be submitted by employees to the department manager for review and signature of concurrence.
- This process should continue to upper management with signed acknowledgement and any remarks before submitting the change to the Chief Compliance Officer
- If the change is approved, the Chief Compliance Officer will change the SOP, Procedure, Protocol, Guidance and/or form
- When the change has been completed, the change will be annotated at the top of the document as to the date the change was made, the reason the change was made and any other informational comments.
- The change document will be shared with the departments affected by the change
- A follow-up inspection will be performed within 15 days after notification of the change to ensure the process change is being followed

Changes Requiring Pre-Notification and Approval by the Commission

This SOP establishes under what circumstances the facility is required to give pre-notification to the Commission before making any material changes

The Chief Compliance Officer will:

- Submit on behalf of the facility, a request for changes prior to making certain changes
- Ensure such changes will be submitted to the Commission properly
- Ensures No such change will be permitted until approved by the Commission
- Ensures all employees are aware that failure to obtain approval of such changes may result in a License being suspended, revoked, or deemed void
- Keep current all information required by 935 CMR 500.000: *Adult Use of Marijuana* or otherwise required by the Commission
- Will report any changes in or additions to the content of the information contained in any document to the Commission within five business days after such change or addition

The following changes will be submitted to the Commission for approval prior to making the change:

- <u>Location Change</u>. Prior to changing its location, ESA Marijuana Establishment/Dispensary will submit Via the Nova Farms Chief Compliance Officer a request for such change to the Commission.

- <u>Ownership or Control Change</u>. <u>Ownership change</u>. Prior to any change in ownership, where an Equity Holder acquires or increases its ownership to 10% or more of the equity or contributes 10% or more of the initial capital to operate the ESA Retail Adult Use Establishment including capital that is in the form of land or buildings, the ESA Retail Adult Use Establishments will submit via the Nova Farms Chief Compliance Officer a request for such change to the Commission.

- <u>Control change</u>. Prior to any change in control, where a new Person or Entity Having Direct or Indirect Control should be added to the License, the ESA Retail Adult Use Establishment

will submit a request via the Nova Farms Chief Compliance Officer for such change to the Commission prior to effectuating such a change. An individual, corporation, or entity will be determined to be in a position to control the decision-making of ESA Marijuana Establishment/Dispensary if the individual, corporation, or entity falls within the definition of Person or Entity Having Direct or Indirect Control.

- Priority Applicants Change in Ownership or Control. Nova Farms is a priority applicant.

- Structural Change. Prior to any modification, remodeling, expansion, reduction or other physical, non-cosmetic alteration of the ESA Adult Retail Establishment, the Establishment will submit via the Nova Farms Chief Compliance Officer a request for such change to the Commission.

- Name Change. Prior to changing its name, the ESA Marijuana Establishment/Dispensary will submit a request for such change to the Commission. Name change requests, and prior approval, will apply to an Establishment proposing a new or amending a current doing-business-as name.

KA 11. Record Keeping

The purpose of this SOP is to establish controls, requirements, policies in the management of documents records. The Nova Farms Chief Compliance Officer will work with all Departments to ensure records are properly managed.

The Nova Farms Chief Financial Officer will:
Ensure the financial records of the ESA Marijuana Establishment/Dispensary will be maintained in accordance with generally accepted accounting principles and maintain Business records; manual or computerized records of:

- assets and liabilities
- monetary transactions
- books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- sales records including the quantity, form, and cost of Marijuana Products
- salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any Persons Having Direct or Indirect Control over the ESA Retail Dispensary
- Waste disposal records as required under 935 CMR 500.105(12)

All Department Managers will:

- Ensure all written records are maintained in proper order and that an inspection will include, but is not necessarily limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana,* in addition to the following:
  - Written operating procedures as required by 935 CMR 500.105(1)
  - Inventory records as required by 935 CMR 500.105(8)
    - Seed-to-sale tracking records for all Marijuana Products

The Nova Farms Director HRM will prepare and maintain the following personnel records:

- Job descriptions for each employee and volunteer position
- Organizational charts consistent with the job descriptions
- A personnel record for each ESA Retail Adult Use Establishment Agent

The Director of HRM will ensure Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with ESA Marijuana Establishment/Dispensary 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
- A staffing plan that will demonstrate accessible business hours
- Personnel policies and procedures
- All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agent s*.

➢ Following closure of ESA Adult Retail Establishment, all records must be kept for at least two years at the expense of the ESA Retail Adult Use Establishment and in a form and location acceptable to the Commission.

KA 12. Incident Reporting

The intended scope of this SOP is for all personnel working in the facility who encounter an issue such as a spill, inventory discrepancies, fire, medical emergency, any other issue that requires a corrective action. The Chief Compliance Officer will provide guidance, oversight and management of the Incident Reporting Program.

Incidents Reportable to the Marijuana Control Commission

The Nova Farms Chief Compliance Office WILL notify appropriate Law Enforcement Authorities and the Commission of any breach of security or other reportable incident defined herein immediately and, in no instance, more than 24 hours following discovery of the breach or incident. Notification WILL occur, but not be limited to, during the following occasions:

- discovery of inventory discrepancies
- diversion, theft or loss of any Marijuana Product
- any criminal action involving or occurring on or in the ESA Adult Retail Establishment Premises or Licensee or Agent
- any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any person
- unauthorized destruction of Marijuana
- any loss or unauthorized alteration of records related to Marijuana
- An alarm activation or other event that requires response by public safety personnel, including but not limited to the local Law Enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional serves departments, or security personnel privately engages by the ESA Marijuana Establishment/Dispensary
- the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours
- any other breach of Security

(a) ESA Marijuana Establishment/Dispensary will, via the Nova Farms Chief Compliance Office within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate Law Enforcement Authorities were notified.

(b) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by ESA Marijuana Establishment/Dispensary and Nova Farms Chief Compliance Officer for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

Processing and Filing Incident Reports within the ESA Marijuana Establishment/Dispensary
This SOP provide employees instruction and guidance on incident reporting, documentation and escalating important issues to the right personnel.

In addition to the incidents requiring 24 hour notification and those reportable within ten calendar days as defined in within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9); incidents/activities occurring within the Establishment requiring the Filing of an Incident Report will have the statement "Follow procedures for filing and Incident Report" at the end of the SOP.

All incidents that requiring logging and following through are reported on the following Incident Report Log.

Incident Report Form			
Date:		Reporting Employee:	
Discovered by:			
Date/Time Occurred			
Date/Time Discovered			
Personnel Involved			
Description of Incident:			
Resolution:			
Manager's Signature:			

A copy of the Incident Report is maintained in the department for internal inspection and in-house notification. A copy of the Incident Report is sent to the Dispensary Manager who may or may not add additional discussion or information to the Incident Report. The Nova Farms General Manager will sign off and forward a copy to the Nova Farms Chief Compliance Officer.

The Chief Compliance Officer will:

- Log the Incident Report in on an incident report log.
- Review the Incident Report and share information that crosses departments with the appropriate department manager.

- will ensure that those concerns requiring multi-department input are coordinated with all relevant departments
- report to Senior Management any 24-hour, 10 Day or any incidents of such importance but not limited to: the security of the facility, damage to product or facility, sensitive personnel issues, safety issues requiring immediate attention

It is critical, ALL employees understand those activities and incidents requiring 24 Hour or less notice!

KA 13. Complaints Process

This SOP provides guidance for recording and handling complaints concerning products, safety issues, or other matters brought to the attention of facility employees. These procedures were created to ensure customer satisfaction and to provide a mechanism for reporting issues to management.

The scope of this SOP is to ensure that any and all complaints are documented, reported, and acted upon and to ensure timely response to customer concerns.

When a customer wishes to make a formal complaint, the following procedures are part of the SOP. Have customer wishing to file a complaint complete the **Customer Complaint Form.**

ESA Marijuana Establishment/Dispensary will develop an internal complaint process
Complaints will be documented and maintained in file:

- As to customer filing compliant, date and time
- Complaint filed,
- Nature of complaint,
- Who took complaint,
- Who responded to complaint,
- How the complaint was handled,
- Indication of whether or not the customer was satisfied with the resolution,
- Whether the complaint required a change in process, structure, equipment, workflow, personnel etc.

- The General Managers of each Marijuana Establishment will determine and create policies on which types and under what circumstances issues should be raised to them. A copy of those policies will be sent to the Nova Farms Chief Operating Officer and Nova Farms Chief Compliance Officer.

- At any time, an employee does not feel comfortable handling a complaint-the on site manager or general manager will be called on to assist.

- A copy of all complaints will be sent to Nova Farms Chief Compliance Officer who in turn will review and determine if the complaint is such that it requires intervention from the Chief

Operating Officer or Chief Executive Officer.

- Certain complaints will be forwarded to the Marijuana Control Commission via the Nova Farms Chief Compliance Officer

The Chief Compliance Officer will analyze the complaints monthly to determine any trends requiring changes in procedures or retraining. Complaints will be maintained in file with the Chief Compliance Officer for 1 year.

CUSTOMER COMPLAINT FORM

Date:	**Location:**
Customer Name:	
Employee Documenting Complaint:	**Supervisor:**
Description of Complaint:	
Corrective Action to be Taken:	
Customer Comments:	
Customer Signature:	**Date:**
Employee Signature	**Date:**

KA 14. Compliance Program

Marijuana facilities operate in a highly regulated industry, as such adherence to all applicable state and local laws pertaining to the cultivation, production, manufacturing, possessing and dispensing of Marijuana and/or Marijuana -infused products within the facility is of utmost importance.

Every employee needs to read and have good understanding of 935 CMR 500 and 501.

Compliance Plan

The Nova Farms Chief Compliance Officer will develop an internal process for Compliance Examination. Chief Compliance Officer will be responsible for developing a compliance plan to ensure
to include:

- Notifying all departments of changes to state laws requiring a change in process
- Informing all departments of infractions noted during inspections or assessments from other industry establishments
- Performing inspections
- Directing self-assessments
- Overseeing deficiency compliance
- Reporting information to Senior Management, the Marijuana Control Commission and local authorities when applicable.

Internal Compliance Program

Compliance for each department is distinct. A designated quality assurance person from each department will review compliance issues and conduct internal audits. They will prepare regulatory audit reports and responses and assist in developing and completing corrective action plans as necessary.

Compliance Documentation –Department Compliance Notebooks

Each designated quality assurance person will maintain a notebook which will contain:

- Alerts of changes in process directed by State or Local Agencies,
- Self-inspection/Assessments information
- Inspection Discrepancy Information
- Corrective Action
- Best Practice/Process Improvements

Compliance Resources

In order to ensure compliance and oversight, there are copies of all relevant state, county and city laws regarding operating a Marijuana facility located with the Chief Compliance Officer.

The recipients for most compliance oversight is both upper management as well as the state. Regulatory compliance including due diligence reviews and site audits are drafted, reviewed and approved by upper management.

Corrective Action and Use of the Corrective Action Log

The purpose of this SOP is to document any issues that require corrective action, the action taken, and the person responsible for the notation and the correction

The procedures for documenting the problem and creating correction action measures include:

- Confirm any data and analyze it to identify potential problems that may require preventive action
- Determine the degree to which a problem is investigated and whether this investigation is commensurate with the significance and risk of the nonconformity
- Determine root cause (where possible) and document it in the corrective action log
- Verify that SOP's have been corrected and documented
- Determine if corrective and preventive actions were effective and verified or validated prior to implementation
- Confirm that corrective and preventive actions do not adversely affect other operations
- Verify that corrective and preventive actions were implemented and documented
- Determine if information regarding the deficiency, corrective and preventive actions has been properly disseminated, including for management review.

The Corrective Action Log requires the steps necessary to fix a particular problem. All input into the corrective action plan should include reference numbers to specific documents or SOPs and substitute pages to be inserted in an SOP, Checklist or Guidance to correct the problem.

All corrective action must be reported to upper management and as necessary to the state's regulatory agencies

CORRECTIVE ACTION FORM

Date:	**Location:**
Section Quality Assurance Manager Review:	
Employee Documenting Corrective Action:	**Supervisor:**
Description of Deficiency:	
Corrective Action to be Taken:	

Additional Comments:

Employee Signature:	**Date:**
Supervisor Signature	**Date:**

Deficiency Statements Generated by Inspections from Agencies Outside the ESA Marijuana Establishment/Dispensary

- Any inspections or assessments from Agencies Outside the ESA Marijuana Establishment/Dispensary will be coordinated with the Nova Farms Chief Compliance Officer
- All Deficiencies notes as a result of an Outside Agency will be sent within 24 hours to the Chief Compliance Officer
- All Corrective Plans of Action and/or Responses to formal or informal inspections will be coordinated with and submitted by the Chief Compliance Officer

Deficiencies and Plans of Correction From the Commission
The ESA Marijuana Establishment/Dispensary will submit to the Commission via the Nova Farms Chief Compliance Officer a written plan of correction for any violations cited in the deficiency statement issued pursuant to 935 CMR 500.310: *Deficiency Statements*, within ten business days after receipt of the statement.

Every plan will state, with respect to each deficiency:

- the specific corrective step(s) to be taken
- A timetable for such steps, and the date by which compliance with 935 CMR 500.000: *Adult Use of Marijuana* will be achieved.
- The timetable and the compliance dates will be consistent with achievement of compliance in the most expeditious manner possible.

The Commission shall review the plan of correction for compliance with the requirements of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000: *Adult Use of Marijuana* , and shall notify the Nova Farms Chief Compliance Officer of either the acceptance or rejection of the plan. An unacceptable plan will be amended and resubmitted within five business days after receipt of such notice.

KA 15. Confidentiality

The Chief Operating Officer will appoint an ESA Marijuana Establishment/Dispensary Privacy Officer to ensure the facility abides by all requirements for confidentiality as stated below:

> All records made or received by the Commission shall be public records and shall be available for disclosure on request pursuant to this section and 950 CMR 32.00: Public Records Access, except the following, which shall be exempt from disclosure to the extent permitted by law:

- All records exempt from disclosure pursuant to M.G.L. c. 4, § 7, cl. 26
- All records to the extent that they contain "personal data" pursuant to M.G.L. c. 66, § 1;
- All records to the extent that they contain "personal information" pursuant M.G.L. c. 93H, § 1;
- All records which contain CORI as defined by 803 CMR 2.02: Definitions
- All records which contain CHRI as defined by 803 CMR 7.02: Definitions
- All Confidential Records as defined in 935 CMR 500.002: Definitions
-

All records protected from disclosure under 935 CMR 500.820(1) may be disclosed by the Commission:

- If disclosure is required pursuant to a state or federal law
- To the individual or the individual's authorized representative, if the individual executes a written release in a form and manner determined by the Commission
- To the Commission staff for the purpose of carrying out their official duties
- To the Commission delegee(s) as authorized by the Commission
- To other government officials and agencies acting within their lawful jurisdiction
- To the Commission staff if required in the course of an administrative or a judicial proceeding
- If an individual or entity obtains an order from a court of competent jurisdiction.

Nothing in this provision shall prevent the Commission from acting in accordance with its authority.

KA 16. Petitions for the Adoption, Amendment or Repeal of Regulations

Employees of ESA Marijuana Establishment/Dispensary should submit any petitions for Adoption, Amendment or Repeal of Regulations through their Manager to the General Manager.

The Nova Farms General Manager and Nova Farms Chief Compliance Officer will review the request and share the information with the members of the Compliance Team.

- If the Compliance Team feels the change is administrative in nature, the Chief Compliance Officer will submit the change to the Commission
- If the change requested will require structural or operational changes, the Nova Farms Chief Operating Officer will have that request reviewed by the Nova Farms Chief Executive Officer before sending the request forward to the Commission.

The ESA Marijuana Establishment will submit requests for changes via the Nova Farm Chief Compliance Officer as described below:

Any interested person may file a petition with the Commission pursuant to M.G.L. c. 30A, § 4, for the

adoption, amendment or repeal of any regulation. Such petition be submitted in written and electronic form, be signed by the petitioner or petitioner's representative, and include the following information:

- The name, address, and relevant contact information for the petitioner or the petitioner's representative
- The petitioner's specific interest in the regulation
- The petitioner's request for the adoption, amendment or repeal of a regulation, including proposed regulatory language
- If the request is to amend an existing regulation, a copy of the existing regulation with changes clearly marked on paper and electronic copies
- The reasons for the request, including, but not limited to citation to any relevant legal authority, arguments and evidence, including data, that supports the request.

After receipt of a petition for submitted in accordance with this section, the Commission may consider the petition at an open meeting pursuant to M.G.L. c. 30A, § 20, and determine, in its discretion, whether to take any action on or as a result of the petition. The Commission may also delegate the review of petitions to its Executive Director.

Within a reasonable time, the Commission or its delegee will notify the petitioner as to its determination, if any, concerning the petition.

The submission of a petition for the adoption, amendment or repeal of any regulation Pursuant to 935 CMR 500.830(1), and any action, inaction, determination or notice by the Commission pursuant to 935 CMR 500.830(2) with respect thereto, shall not constitute the adoption, amendment or repeal of a regulation unless or until regulations are duly promulgated by the Commission in accordance with M.G.L. c. 30A, *The Administrative Procedure Act*, and 950 CMR 20:00: *Preparing and Filing Regulations*, and the regulatory process requirements of the Secretary of the Commonwealth.

KA 17. Notice

In accordance with 935 CMR 500.860 the Nova Farms Chief Executive Officer will appoint in writing a list of individuals, with name, email and telephone number who they would like to receive notice. This list will be maintained by the Administrative Assistant updated as needed and submitted to the Commission to ensure the information for the purpose of receiving accurate and timely information from the Marijuana Control Commission, remains current. Notice shall be provided, in a time and manner to be determined by the Commission, to those individuals or entities on the list in advance for such notices as:

- Meetings of the Marijuana Control Commission
- Meetings of the Marijuana Advisory Board
- Other events determined by the Commission, in its discretion

KA 18. Energy Efficiency and Conservation Plan

There are many cost-effective opportunities in our retail environment. Employees in our facility will be encouraged to promote and identify energy efficient methods and best practices to support the conservation of all our resources.

This SOP describes how Nova Farms will reduce its energy and carbon impact, while continuing to operate a thriving business:

Nova Farms Retail Dispensary at Extension Street will use energy efficient and environmentally friendly products such as:

- The use of Energy efficient smart TV's in our dispensary area
- Equipping our facility with Motion Detecting lights to conserve on energy when the lighting is not needed
- Utilizing Dimmable LED Lighting to maximize on the LED efficiency technology
- Exit packaging with Recycle To-Go Bags that are environmentally friendly for our product
- Providing a retail system that enables paperless receipts with the option of emailing or texting to the customer
- Using Simple Green cleaning products-which are nontoxic, safer for use and sustainably sourced
- Having Digital Menus used in our dispensary for our customers to save on printing costs and conservation of paper resources
- Purchasing and having our employees use glass drink straws-not only ecofriendly-they are a reusable unbreakable product made of annealed (strengthened) borosilicate glass, the strongest glass available
- Consciously identifying recyclable select packaging for assorted retail products
- Equipping our restrooms with measured paper towel dispensers to avoid overuse
- Purchasing and selling Re-usable smoking devices
- Having recycle bins and specially marked recycle baskets in office areas so employees can recycle paper, paper products and other recyclable products

KA 19. ESA Marijuana Establishment/Dispensary Job Descriptions

The Director of Human Resources defines job descriptions, and with upper management's approval, places ads and hires new employees based on the defined criteria. Job descriptions are designed and reviewed by the Director, Human Resources in collaboration with the specific tasks outlined by the Chief Operating Officer, the General Manager and other Department Chiefs.

The procedure for defining the job responsibilities for all employees is jointly performed by the human resources department and upper management. All changes to and additions to the Employee Guidelines, job descriptions and job responsibilities must be approved by upper management.

All job descriptions must be posted with the Director, Human Resources and all new hires must be reported to the Administrative Assistant and accounting for payroll purposes.

Chief Executive Officer
A chief executive officer (CEO) is the highest-ranking executive in a company, whose primary responsibilities include:

- making major corporate decisions,
- managing the overall operations and resources of a company,
- acting as the main point of communication between the board of directors (the board) and corporate operations
- Being the public face of the company.

A CEO is elected by the board and its shareholders. Engages in high-level strategic decisions and those that direct the company's overall growth. Sets the tone, vision, and sometimes the culture of the organization

Chief Operating Officer
The Chief Operating Officer (COO) is responsible for overall operation of entire facility

- Oversight of cultivation operational activities, processing operational activities, and security operational activities.
- All department managers will report directly to the president
- Work with the board of directors to develop financial structuring and capital raising strategies
- Work with the Dispensary Manager to understand operational activities, progress, and capital needs in order to communicate accurately and succinctly with investor groups
- Evaluate the cash flow needs of the company, and accurately determine timelines and milestones for raising additional capital
- Establish and nurture relationships with various capital groups, including venture capital groups, private equity funds, institutional investment groups, angel investors, and debt financiers
- Lead the company in sourcing and closing the capital required for company growth
- Maintain on-going relationships with current investors thereby increasing investors' confidence for continued, on-going and potentially larger investments
- Present vision of the corporation and investment opportunity at public or private events
- Work with Chief Financial Officer and Controller to monitor cash flow and expenditures Identifies
- Investigates and brings forward to the BOD possible candidates for acquisition
- Performs other job-related duties as required including:
  - Executive Leadership
  - Lead and coordinate the process of making key decisions as a member of the executive management team.
- Assist in formulating our client's future direction and initiatives that support the facility's growth.
- Maintain up-to-date knowledge of, and implement, operational best practices. Client Relations
- Effectively communicate the facility's operational and financial strategy to investors, senior

management, staff, partners, customers, and stakeholders.
- Ensure that all products and services meet client needs and take corrective action when necessary.

Legal Consultant

- Ensures compliance with all local, state, and federal laws, and facility rules and policies.
- Monitor all open legal issues involving the facility and those that affect the industry.
- Ensure that the facility meets the legal and appropriate level of insurance coverage. Reporting and Documentation
- Ensure that record keeping meets the requirements of local, state and federal auditors and government agencies.
- Help develop and grow the facility's reporting features – production reports, yield trackers, etc.
- Operational Oversight
- Ensures proper management of all facilities and properties, statewide.
- Directly contributes to creating, communicating and implementing the organization's vision, mission, and overall direction.
- Maintain awareness of both the external and internal competitive landscape, opportunities for expansion, customers, markets, new industry developments, products, technologies, and standards
- Evaluates the success of the organization and coordinates with the board of directors, and other executive management positions to ensure continued success.

Chief Financial Officer

The CFO works with upper management and the board of directors to identify opportunities to increase the value of the business through partnership, investment, mergers and acquisitions. The CFO will contribute to the company's yearly and long-term business planning process, conducts analysis, and provides strategic financial advice on the overall direction of the company and each individual project.

Duties and Responsibilities:

- Dedicated focus on driving operations through finance
- Work closely with owners to provide financial insight and direction
- Identify financial opportunities, roadblocks, and analyze the impact on future business
- Provide timely and accurate analysis of budgets, financial reports, and financial trends in order to assist the Board of Directors, CEO and Executive Team in performing their responsibilities
- A trusted advisor with a strong work ethic and resilient mentality
- Establish credibility throughout the organization and with the board of directors as an effective developer of solutions to business challenges
- Provide strategic financial input and leadership on decision making issues affecting the organization; i.e., evaluation of potential alliances, acquisitions and/or mergers, and investments
- Develop a reliable cash flow projection process and reporting mechanism which includes

minimum cash threshold to meet operating needs
- Be an advisor from the financial perspective on any contracts into which the facility may enter
- Evaluate the structure of the finance group and identify needed changes or professional development opportunities to enable future success of the organization
- Facilitate the company budgeting process in collaboration with the Controller; Plan, oversee and ensure adherence to department budget
- Develop, track and manage finance department goals and success metrics
- Work with Controller to development cash management practices to optimize cash position
- Provide company and department direction through modeling and financial analysis; other duties as assigned.

Qualifications:

- Must already possess or be able to qualify to receive a state registration License
- Must meet mandatory state residency rules, no felony convictions, and must successfully pass an extensive background check
- Must be a strategic thinker that understands finance best practices and is capable of developing and implementing a strategic plan that advances the team in line with organizational goals
- Must be able to execute tactically and opportunistically to achieve strategic goals
- Must be a sincere, collaborative team leader who, when needed, places the overall success of the organization and team ahead of their own professional priorities
- A strong and savvy communicator who is able to build relationships with people at all levels of an organization
- Strong business/ financial acumen and ability to understand and logically work through business problems to proper resolution
- An energetic, forward-thinking and creative individual with high ethical standards; An excellent negotiator who is experienced in contracts.

Education and Experience

- 10+ yrs. finance experience with increasing levels of responsibility
- Demonstrated success in any of the following positions: CFO, VP Finance, or other Senior level finance manager/executive who has held responsibility for duties listed in this job description
- Experience developing and managing financial models
- Bachelor's Degree with MBA, CPA, CFA, or Big 4 (highly desirable)
- Demonstrated experience managing cash, treasury, and cost
- Excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language
- Excellent listening and interpersonal skills
- Keen attention to detail and ability to multi-task with frequent interruptions; Able to prioritize and execute tasks in a fast-paced environment; Experience working in a team-oriented, collaborative environment.

Director of Human Resources
Human resources managers consult with top executives regarding the organization's strategic planning. They identify ways to maximize the value of the organization's employees and ensure that they are used as efficiently as possible.
The human resources manager oversees all aspects of an organization's human resources department, including the compensation and benefits or training and development programs.

Human resources managers typically do the following:

- Plan and coordinate an organization's workforce to best use employees' talents
- Link an organization's management with its employees
- Administer employee services
- Advise managers on organizational policies, such as equal employment opportunity and sexual harassment
- Coordinate and supervise the work of specialists and support staff
- Oversee an organization's recruitment, interview, selection, and hiring processes
- Handle staffing issues, such as mediating disputes and directing disciplinary procedures
- Every organization wants to attract, motivate, and keep qualified employees and match them to jobs for which they are well suited.
- Human resources managers accomplish this by directing the administrative functions of human resource departments
- Oversee employee relations, regulatory compliance, and employee-related services such as payroll, training, and benefits.
- Supervise the department's specialists and support staff and ensure that tasks are completed accurately and on time

Education
A bachelor's degree in human resources or business administration.
Experience in human resources subjects, such as labor or industrial relations, organizational development, or industrial psychology.
Chief Compliance Officer
The Chief Compliance Officer will build a culture of compliance within the organization by implementing and tracking internal compliance audits, reviewing and interpreting pending and current laws and regulations and communicating that information across the organization. The Compliance Officer will work with the management team to create new policies and procedures and ensure staff has an understanding of all compliance requirements. The Compliance officer will work to ensure operations are consistent with applicable laws, regulations, contractual requirements and industry best practices.

Responsibilities:
Monitor and record all relevant regulatory updates via electronic tracking, spreadsheet, analyzing for enterprise impact and advising management
Oversee the research, implementation, and operationalization of necessary regulatory updates, deficiencies, and concerns.

Manages the compliance audit function, which includes state compliance audits, targeted audits, and the review of previous market conduct findings to assess current regulatory/market conduct exposures across the various lines of business and jurisdictions
Develop summary reports for regulatory updates and communicate them as needed to relevant internal staff/management
Oversees the regulatory compliance assessment of new and revised product labeling and be responsible for any communications around these with health authorities or other applicable agencies.
Write and maintain Operating Plans, Procedures and Policies related to the Regulatory and Compliance function area
Review and contribute to cross functional Operating Plans, Procedures and Policies.
Effectively escalates issues within the organization to ensure leadership awareness and timely issue resolution of regulatory requirement updates
Recommend corrective actions for any regulatory updates identified to department leadership
Maintain a consistent presence as applicable to monitor and report progress and ensure appropriate prioritization of regulatory concerns
Inspect the company's facilities to ensure compliance of the associated state rules which affect the business line.
Assist in assessing the business's future ventures to identify possible compliance risks
Interface with state regulators to obtain clarification and context around requirements
Maintains professional and technical knowledge and reviewing professional publications
Work Closely with Legal Dept.

Qualifications and Requirements
BSc/BA in law, finance, business administration or a related field.
Certified compliance professional is a plus.
Minimum 2-5 years' experience with control/risk assessment/risk management.
2-3 years' experience in a compliance related position required.
In-depth knowledge of Cannabis industry's standards and regulations is strongly preferred.
Excellent knowledge of reporting procedures and record keeping.
Able to decipher and interpret the complexities of procedures, regulations and law.
3 years' experience in regulatory compliance Cannabis industry is strongly preferred
Advanced skills in verbal and written communication
Proficiency in Microsoft Excel, Word, PowerPoint, and Outlook
Project management experience preferred
You must be 21 years or older and have a valid MA. Driver's License.

Additional Qualifications:
Proven experience as compliance professional
Excellent knowledge of reporting procedures and record keeping
Methodical and diligent with outstanding planning abilities
An analytical mind able to research "see" the complexities of procedures and regulations
Excellent communication skills
Certified compliance professional is a plus

Experience in risk management a plus
Internal audit or external audit experience
Experience in writing audit reports
Familiarity with Cannabis industry practices and professional standards
NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Dispensary Manager

The dispensary manager is the public interface between the facility, our customers, regulators, Law Enforcement and the general public. The dispensary manager is tasked with:

- ensuring the smooth day to day operation of the dispensary,
- managing employees
- ensuring the chain of custody is followed rigorously
- staying abreast of current issues in dispensary management and product offerings

The procedure for hiring a Dispensary Manager revolves around a candidate with strong interpersonal skills, qualitative and quantitative skills, and the following attributes:

- Organizational and documentation skills Leadership of dispensary employees
- Comprehensive understanding of the state's regulatory mandates Proper inventory stocking levels
- Knowledge of the strains we carry, their effects on the human body, contraindications, customer education, etc.
- Ability to use Microsoft Office products, email, and other software applications such as the seed to sale tracking software
- Working with dispensary Agent s to document best practices
- Creating and monitoring metrics for competitive pricing, product levels, and new product introduction
- Monitoring inventory and cash, performing daily audits
- Working with the security team to oversee initial and recurrent training
- Monitoring sales by dispensary Agent s for accurate weights and proper products
- Overseeing product recalls, and creating and implementing corrective action plans

Dispensary Agent

Dispensary Agent s work directly below the dispensary manager, and similarly are the public interface between the facility, our customers, regulators, Law Enforcement and the general public. Dispensary Agent s will:

- Help customers
- Verify credentials
- Work at a point of sale system and record each sale and
- Collect the appropriate funds.

The dispensary Agent must be current in the dispensary's offerings including different strains, their effects, and methods of ingestion allowed by the state.

The procedure for hiring a dispensary Agent revolves around a candidate with strong interpersonal skills and customer empathy. Other additional mandatory skills required for employment include:

- Strong interpersonal skills in a retail environment
- Knowledge of the different strains of Marijuana and their effects, Methods of ingestion of Marijuana
- Knowledge of the point of sale software system
- Current understanding of the state's regulations regarding Marijuana,
- Understanding of the mandatory chain of custody for all Marijuana on site
- Ability to coordinate schedule with other employees
- Retail knowledge of sales and collecting funds for product, High level of ability to communicate with customers

Retail Budtender

Budtenders are considered experts on the products sold. They are tasked with managing customer satisfaction by guiding customers through the selection process. Budtenders must stay current on Marijuana industry trends by attending trade shows, researching products, or learning about partner dispensaries. Individuals may also utilize social media platforms or experts' blogs to gain the latest information.

Budtenders are a customer-facing role, they are an integral part of helping a company achieve its sales goals. In addition to meeting sales goals, budtenders must ensure compliance with their state's Marijuana usage laws, such as the minimum age for customers.

Required Skills:

- Superior knowledge of the Marijuana industry, including current policies on recreational Marijuana. Budtenders will also:
- Need to understand everything from how the plants are grown to oil-making and smoking devices, as well as
- The reaction to different types of Marijuana.
- Along with customer service skills, budtenders will need strong listening skills.
- They must be able to interpret customers' needs and wants and translate that into the best product for them. In this role,
- Individuals will need excellent customer service skills, as they will be dealing with the public.
- Budtenders should also have effective organizational abilities and ensure they record all products sold through their dispensary's tracking system.

Required Education
At least a high school diploma.
Budtender certification

Chief Security Officer

The Chief Security Officer is responsible for the security of the Dispensary.
Responsibilities include:

- Reporting to the Dispensary Director
- Monitoring all security Agent s
- Enforcing and updating all security standard operating procedures
- Liaising with security-related vendors
- Liaising with the Dispensary Director to ensure maintenance protocols are followed for all security equipment
- Monitoring regulations related to security
- Evaluating emerging security techniques and recommending modifications to SOPs, vendors, or equipment
- Liaison to the executive staff and Board
- Security Plan review, update, and implementation
- Compliance with local and state security regulations
- Oversight of third-party security vendors
- Oversight of security training and reporting
- Liaison with emergency services and Law Enforcement

The Security Manager will report to the Dispensary General Manager. They will be responsible for;

- The hiring, certification, training, scheduling and managing of Security Agent s.
- For ensuring the security of employees, customers, and all company property.
- For ensuring safe delivery and of all Marijuana and manufactured Marijuana products. They will be responsible for the operation, regular maintenance, and storage of all video surveillance equipment and data.
- The security manager will ensure all Agent s are operating within the parameters set forth by the state's regulatory agencies tasked with the oversight of recreational Marijuana.

Risk Assessment and Security Plan Review
The Chief Security Officer will:

- perform a site risk assessment,
- evaluate the proposed site layout
- Review the security plan

This risk assessment will:

- Identify vulnerabilities and strengths of the specific site and layout
- Assess vulnerabilities and countermeasures considered
- Identify the best practical, efficient, cost-effective, and sustainable mitigation strategies
- With the authorization of upper management, the Chief Security Officer will incorporate these into the security plan prior to opening the facility.

Security Guard/Agent
It is the responsibility of the Security Guard:

- To monitor the facility entry,
- Register guests ensuring proper identification of any visitors
- They will be charged with the safety of customers, employees, and company property at all times.

- Security Agent s will monitor the facility using line of sight, as well as a video surveillance system that will operate 24 hours a day.
- Security Agent s will oversee the facility to ensure that no unauthorized persons are allowed access to the facility at any time.
- Security Agent s will receive initial and ongoing training to ensure that they are always operating within the parameters set by the state's regulatory bodies.

Customer Intake Coordinator

The Customer Intake Coordinator is the first professional that new customers will encounter at the facility. It is the Customer Intake Coordinator's responsibilities to:

- help them fill out new customer information documents, prepare a new file both electronically in our point of sale software along with the Commonwealth's database.
- The Customer Intake Coordinator will meet with new customers, obtain their registration information and validate it, and answer any introductory questions they have before bringing them to the point of sale Agent.

Courier/Driver

The courier/driver makes deliveries for the facility, and also may be sent to pick up items necessary for the operation of the facility. The driver(s) work in pairs at all times, so it is important to have people that can work in close proximity to their partner for an extended period of time. The driver will be responsible for the chain of custody of both the product and the collected cash and must understand how to fill out the electronic manifest, read GPS maps, and abide exactly by the facility's protocols for checking identification.

The procedure for hiring a courier/driver involves finding a candidate with the following attributes:

- Clean driving record
- Excellent referrals
- Able to pass the state's licensing guidelines
- Understand routing directions and use of GPS software
- Ability to correctly account for cash and inventory
- Ability to reconcile cash and inventory at the end of the day
- Polite and well suited for working with customers
- Understands necessary car maintenance
- Good communication skills with facility dispatcher and security if necessary
- Must possess a valid driver's License in Massachusetts
- Previous delivery/driving employment required
- Ability to handle multiple deliveries in any given day

SUPPLEMENTAL RESPONSE TO DISPENSING PROCEDURES

SUPPLEMENTAL RESPONSE TO 935 CMR 500.105(1)(e)

STRAINS TO BE SOLD:

Following is a list of the strains we intend on selling at the retail facility. This list is not inclusive and may change;

Afghan Kush
Blackberry Cream
Cannatonic
Cataract Kush
Cheese
Cheese Quake
Chem 4
Cherry Star
Chiesel
Cinderella 99
Citral OG Haze
Crescendo
Durban Poison
Garlic Breath
Ghost Train Haze #1
Grease Monkey
Lemon Cake
Lemon Funk
Lemon G
Lemon OG Haze
Lemon Tangie
Lime Pop
Mandarin Sunset
Melon Jelly
Nepalese Hash Plant
ODC
Piña
Platinum Bubba Kush
Princess Haze
Queen of Soul
Rainmaker
Sour Diesel

Sour Zkittlz
Star Killer OG
Sugar Black Rose
Sun Cake
Sunset Punch
Tangie Haze
Cherry Wine- (Tuna)
Yoda OG

Products to be Sold:

Marijuana infused products that we will regularly sell will include but not be limited to the following:

- Supercritical Extracted CO2 Oil – nonflammable and Generally Regarded As Safe (GRAS) by the Food and Drug Administration.
- Baked Goods and Confectionaries – such as cookies, brownies and chocolates.
- Tinctures – either glycerin or ethanol, applied via capsules, syringes, dropper and spray bottles.
- Lozenges – applied sublingually for customers who have trouble swallowing.
- Beverages – such as mineral waters and juiced raw cannabis which is typically non-psychoactive.
- Cooking Oils – butter, coconut oil, and vegetable oil will be provided with complementary recipes.
- Transdermal Applications – such as patches, balms, and salves; another form of non-psychoactive medicine.
- Vaporization Cartridges – allows for an alternative to combustion.
- Shatter
- Rosin
- Honey
- Hard candy
- Rso
- Hash
- Live resin
- Wax
- Diamonds
- Sauce
- Sapoditorys
- Capsule
- Isolate
- Distillate
- Vape pods
- Tea bags
- Gummies
- Infused sugar
- Topical lotions
- Inhalers
- Gum
- Bath bombs
- Cosmetics
- Toothpaste
- Dietary supplements

935 CMR 500.140 (4-8)

LIMITATIONS ON SALES

We shall not sell more than one ounce of marijuana or five grams of marijuana concentrate to a customer per transaction.

UNAUTHORIZED SALES AND RIGHT TO REFUSE SALES

We shall not make any sales to a customer under the following conditions:

- If the customer is unable to produce valid proof of identification.
- If the customer, in the opinion of the dispensary agent, based upon the information available to them at that time, believes that the customer or the public will be placed at risk.
- We will not sell any marijuana products containing nicotine.
- We will not sell marijuana products containing alcohol, if sales of such alcohol would require licensure, pursuant to M.G.L.c. 138

RECORDING SALES

We will only utilize a point of sale (POS) System approved by the CCC. We will only utilize sales recording modules approved by the Department of Revenue. We will not utilize software or other methods to manipulate or alter any sales data. We shall conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. We shall maintain records that we have performed the monthly analysis and we will produce it upon request by the CCC. If we determine that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, we shall:

- Immediately disclose the information to the CCC;
- Shall cooperate with the CCC in any investigation regarding manipulation or alteration of sales data;
- We shall take other action, directed by the CCC to comply with 935 CMR 500.105.

We shall comply with 830 CMR 62 c.25.1 Record Retention and Department of Revenue Directives 16-1 regarding record-keeping requirements. We shall adopt separate accounting practices at the point of sale for marijuana and marijuana product sales, and non-marijuana sales. We will make our point of sales systems available to the CCC and the Department of Revenue, in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000. We shall maintain and provide to the CCC on a bi-annual basis, accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

PHYSICAL SEPARATION OF MARIJUANA AND MARIJUANA PRODUCTS FOR MEDICAL OR ADULT USE

We will be cultivating, processing, and manufacturing both medical marijuana and adult use marijuana in the same facility. However, every new clone or seed will be designated as either medical or adult use. Biotrack software will create an image, barcode and serial number reference tag for each new clone or seed. This tag is used to reference, track, and log data about each plant, beginning with propagation of the seed or clone, throughout the vegetative and flowering stages.

Processing and manufacturing marijuana will be monitored using Biotrack. This software carefully tracks production of raw marijuana material as it is processed into finished goods. Finished products will be weighed, packaged, inventoried, and labelled using Biotrack software. This software will carefully track products from packaging to point of sales.

All medical marijuana will be separately tagged and tracked and we will use operating procedures for inventory management that strictly adhere to the requirements stated in §725.015(g). All adult use marijuana will be separately tagged and tracked, per 935 CMR 500.105(8).

All medical marijuana and adult use marijuana will be stored and packaged separately. Each will contain labelling specifically identifying it as either medical marijuana or adult use marijuana.

There will a physical separation between the medical and adult use sales areas by the use of a stanchion. There will be separate lines for sales of marijuana products for medical use and marijuana products for adult use. However, a holder of a Medical Registration card may use either line and shall not be limited only to the medical use line. BCWC shall provide an area that is separate from the sales floor to allow for confidential consultation.

CONSUMER EDUCATION

Education materials about marijuana products will be made available to all consumers. The education materials will be available in commonly spoke languages, designated by the CCC and will include, but will not be limited to, appropriate materials for the visually and hearing impaired. These materials shall be made available to the CCC for inspection, upon request.

- A warning that marijuana has not been analyzed or approved by the FDA, that there is a limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children.

- A warning that, when under the influence of marijuana, driving is prohibited by M.G.L. c.90 Section 24 and machinery should not be operated.

- Information that assists in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration.

- Materials offered to consumers to allow them to track the strains used and their associated effects.

- Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact and potency must also be explained.

- A discussion of tolerance, dependence, and withdrawal.

- Facts regarding substance abuse, signs and symptoms, as well as referral information for substance abuse treatment programs.

- A statement that consumers may not sell marijuana to any other individual.

- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law.

- Any other information required by the Commission.

NOVA FARMS LLC
DIVERSITY PLAN

Social Equity for Disproportionately Impacted Groups-Diversity

Nova Farms LLC does not fit the category for Economic Empowerment Applicant nor are we located in area of disproportionate impact. We are however, committed to inclusiveness of underrepresented groups and community outreach. Our focus is on making a positive impact for those populations and locations that have been designated as disproportionately impacted by the negative consequences connected with marijuana.

Diversity Plans to Promote Equity Among Women, Minorities, Veterans, People with Disabilities and People of All Gender Identities and Sexual Orientation

Diversity goals
Goal #1-Nova Farms, LLC hiring goal for Females is 50%
Goal #2-Nova Farms, LLC hiring goal for Minorities, Non-Binary, LGBT Individuals is 25%
Goal #3-Nova Farms. LLC hiring goal for Veterans is 10%
Goal #4-Nova Farms, LLC hiring goal for over 55 is 3%
Goal #5-Nova Farms, LLC hiring goal for Special Needs and Physically Disabled Individual's is 2%
Goal #6 -Increasing Management Opportunities

Plan for success

- Nova Farms, LLC will train all employees on diversity issues and our diversity goals; making it a priority in the workplace
- Nova Farms has set consequences for racial or sexual discrimination and unacceptable work environments
- The diversity status of Nova Farms, LLC will be presented to all employees once a quarter so that all members of the Team can help identify high quality and diverse candidates for our Team
- Targeted areas of improvement will be highlighted during the presentation
- Marketing for hiring will be directed through local bi-lingual and diverse community media

- Marketing for hiring will be directed through local woman's business groups
- Community Partner Training- we will partner for internships and potential hires with local Community Colleges and Schools of Agriculture Management
- Nova Farms has embraced the Veteran population as a disproportionately impacted group and will work closely with the Local Veteran Service Office and other Veteran Hiring and Training Programs to ensure we are demonstrating a significant inflow of Veterans to our employee roles
- Nova Farms, LLC will partner with local agencies that have employment rehabilitation programs and/or programs for integrating members with Special needs into the workplace
- We will work with second level managers to identify star performers who have the performance standards, attitude and technical ability to move forward in the company
- We will develop career paths and career opportunities for minority, women and veterans within the company to ensure the opportunity for upward mobility is supported in a genuine and positive manner
- We will develop a mentorship program to provide guidance, confidence and support to minority, women and veteran employees who have been identified for an upward career path within the company

Measuring our Diversity Goals

- The Director of Human Resources will perform a baseline analysis of all employees hired at Nova Farms, LLC within the first 6 months of operations
- An observation of the percentages/numbers will tell us how well we are doing in meeting our diversity goals and where we need to improve
- A Diversity Committee with be created to review goal performance and develop steps to meet any goals below the stated targets
- A report on our diversity goal progress will be reviewed with upper management every 6 months
- The Chief Compliance Officer will prepare a Diversity Report that will be submitted to the CCC during our annual license renewal application
- The Chief Compliance Officer will assess the Diversity Plan Annually to monitor progress and suggest any changes to diversity stratification or pathways to management programs

Policies and procedures for maintaining financial records

Nova Farms has opened both an investment account and operating account with Century Bank. We have also recently opened accounts with Safe Harbor Services. We have retained DiSanto Priest and Co. as our CPA to ensure compliance with all State and Federal tax and financial reporting regulations. We have also retained Pannone Lopes Devereaux & O'Gara LLC as our attorneys to further ensure compliance with all regulatory requirements.

Nova Farms will have a full-time Chief Financial Officer. They will be a key member of the Executive Management team. The Chief Financial Officer will report to the President and assume a strategic role in the overall management of the company. The CFO will have primary day-to-day responsibility for planning, implementing, managing and controlling all financial-related activities of the company. This will include direct responsibility for accounting, finance, forecasting, strategic planning, job costing, legal, property management, deal analysis and negotiations, investor relationships and partnership compliance and private and institutional financing.

We will maintain all business and financial records with both hardcopies and computerized records. These records will be available for inspection by the Commission, upon request. They shall be maintained in accordance with generally accepted accounting principles.
The records maintained will include, but are not limited to:

- 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 our Marijuana Establishment.

We will only utilize a point of sale (POS) System approved by the CCC. We will only utilize sales recording modules approved by the Department of Revenue. We will not utilize software or other methods to manipulate or alter any sales data. We shall conduct a monthly analysis of our equipment and sales daily to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. We shall maintain records that we have performed the monthly analysis and we will produce it upon request by the CCC. If we determine that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, we shall:

- Immediately disclose the information to the CCC;
- Shall cooperate with the CCC in any investigation regarding manipulation or alteration of sales data;
- We shall take other action, directed by the CCC to comply with 935 CMR 500.105.

We shall comply with 830 CMR 62 c.25.1 Record Retention and Department of Revenue Directives 16-1 regarding record-keeping requirements. We shall adopt separate accounting

practices at the point of sale for marijuana and marijuana product sales, and non-marijuana sales. We will make our point of sales systems available to the CCC and the Department of Revenue, in order to ensure compliance with Massachusetts tax laws in 935 CMR 500.000. We shall maintain and provide to the CCC on a bi-annual basis, accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

We shall not sell or market for adult use, any marijuana product, including marijuana, that is not capable of being tested by an independent testing laboratory, except as allowed under 935 CMR 500.000. Only product that is deemed to comply with the standards required under 935 CMR 500.106 shall be marketed or sold.

Policies And Procedures For Personnel

Nova Farms LLC strives to provide a safe, rewarding and ethical atmosphere for both customers and marijuana establishment agents alike. We hold marijuana establishment agents to the highest standards of professionalism while offering a multitude of opportunities, including but not limited to:

Equal Employment Opportunity: We will offer fair and equal compensation and employment and will protect employees from discrimination based on any status enumerated under the laws enforced by federal EEOC or under the labor laws of the Commonwealth.

Ethical Standards: We will provide an ethical and respectful workplace conduct, and will strictly prohibit any forms of workplace violence, intimidation or harassment.

Compensation and Benefits: We will provide fair and appropriate compensation, along with benefits such as health insurance, paid time off, overtime and performance bonuses, workers compensation, and various forms of compensated personal and family medical leave.

Safe and Secure Environment: Security will be operational 24/7/365. We will require all marijuana establishment agents to behave in a safe and responsible manner, consistent with workplace safety standards promulgated by US OSHA and Massachusetts division of occupational safety.

Incentive Advancement: We prioritize the promotion and advancement of existing cultivating agents upon the availability of positions within the Marijuana Establishment. Performance-based evaluations will be conducted at least annually, as part of our effort to support marijuana establishment agents' advancement, productivity and career objectives.

We shall ensure that all marijuana establishment agents are qualified for their role and complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.

On or after July 1, 2019, all current owners, managers and employees of our Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program. We will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the CCC and any other applicable licensing authority upon request during normal business hours.

We shall prepare an alcohol, smoke, and drug-free workplace policy as well as a plan describing how confidential information will be maintained. We will also establish a policy for the immediate dismissal of any marijuana establishment agent who has:

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

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

Registration of Establishment Agents

The purpose of this SOP is to define the process for managing the Registered Establishment Agent Program.

The Nova Farms Chief Operating Officer (COO) will designate Registered Agent Managers (RAMs).

RAMs will apply for registration for all its board members, directors, employees, Executives, managers, and volunteers who are associated with the ESA Adult Use Establishment.

When a new employee is hired, they will be On-boarded with the Administrative Assistant who will:

- Provide all the documents required to process the employee for a Registered Agent Card
- Provide the employee with a list of questions needed to process and complete the RA Card
- Get a Copy of the employee's ID Card
- Get a headshot picture with white background
- Will be notified that a CORI will be required
- The RAM will not begin the process until all documents, pictures, Licenses are complete
- Manager or Employees should not submit package until the package is complete

Employees will be screened for suitability as Agent s and must:

- Be 21 years of age or older;
- Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800: *Background Check Suitability Standard for Licensure and Registration* and 500.801: *Suitability Standard for Licensure* or 500.802: *Suitability Standard for Registration as a Marijuana Establishment Agent.*

The RAM will ensure an application for registration of an ESA Marijuana Establishment/Dispensary Agent will include:

- Full name, date of birth, and address of the individual
- All aliases used previously or currently in use by the individual, including maiden name, if any
- A copy of the applicant's driver's License, government-issued identification Card, liquor purchase identification Card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of Marijuana Products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense Marijuana in the Commonwealth
- Background information, including, as applicable

- A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of *nolo contendere*, or admission of sufficient facts;
- A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or another Jurisdiction, relating to any professional or occupational or fraudulent practices;
- A description and relevant dates of any past or pending denial, suspension, or revocation of a License or registration, or the denial of a renewal of a License or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction
- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or another jurisdiction, with regard to any professional License or registration held by the applicant; and any other information required by the Commission.

ESA Marijuana Establishment/Dispensary RAMs will:

- Ensure an ESA Marijuana Establishment/Dispensary Executive registered with the DCJIS pursuant to 803 CMR 2.04: *CORI Registration*, will submit to the Commission a CORI report and any other background check information required by the Commission for each individual for whom ESA Marijuana Establishment/Dispensary seeks a Marijuana Establishment Agent registration, obtained within 30 days prior to submission
- The collection, storage, dissemination and usage of any CORI report or background check information obtained for ESA Marijuana Establishment/Dispensary Agent registrations will comply with 803 CMR 2.00, *et seq.* and all other applicable state and local laws and regulations
- Notify the Commission no more than one business day after an ESA Marijuana Establishment/Dispensary Agent ceases to be associated with the establishment.
- Ensure the registration will be immediately voided when the Agent is no longer associated with the establishment
- Track the expiration of an Agent Registration Card that will be valid for one year from the date of issue and if appropriate renew the registration on an annual basis
- Ensure that after obtaining an Agent Registration Card for an ESA Marijuana Establishment/Dispensary Agent, the ESA Marijuana Establishment/Dispensary RAM will notify the Commission as soon as possible, but *within five business days* of any changes to the information that the Establishment was previously required to submit to the Commission
- Ensure the ESA Marijuana Establishment/Dispensary RAM will notify the Commission as soon as possible, but *within five business days* after discovery that a Registration Card has been lost or stolen
- Along with the Director of Security, ensure an ESA Marijuana Establishment/Dispensary Agent always carries the Agent Registration Card associated with the appropriate Marijuana Establishment while in possession of Marijuana and/or Marijuana Products, including at all times while at the Establishment or while transporting Marijuana Products
- Ensure a Marijuana Establishment Agent affiliated with multiple Marijuana Establishments shall be registered as a Marijuana Establishment Agent by each Marijuana Establishment and shall be issued an Agent Registration Card for each establishment
- Ensure the employee meets the Suitability Standard for Registration as an ESA Marijuana Establishment/Dispensary Agent

Void Registration Cards

The ESA Marijuana Establishment/Dispensary RAMs will retrieve an Agent Registration Card issued to a Marijuana Establishment Agent, including a Laboratory Agent when that Card is designated void. An Agent Registration Card shall be void when:

- The Agent has ceased to be associated with the Marijuana Establishment or Independent Testing Laboratory that applied for and received the Agent 's Registration Card
- The Card has not been surrendered on the issuance of a new Agent Registration Card based on new information; or the Agent is deceased
- A void Agent Registration Card is inactive and invalid

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Policies And Procedures For Qualifications And Training

The purpose of this SOP is to provide guidance on training for new employees, and documenting the training through handouts, video recordings, and entries into the employee's personnel records for completed modules.

ESA (Extension Street Attleboro) Marijuana Establishment/Dispensary will ensure that all Agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each Agent, and at a minimum will include a Responsible Vendor Training Program under 935 CMR 500.105(2) (b). At a minimum, staff will receive eight hours of on-going training annually.

Dispensary Agents responsible for tracking and entering information into METRC will receive training via the *metrc* tutorials. All Dispensary Agent s will be trained on the use of Flowhub a system that interfaces with *metrc* and keeps track of inventory and sales.

All employees will go through 3 hours of Annual training and be prepared to discuss and be tested. Some of the training modules taught are:

- Health, safety, and sanitation standards as required by the Departments
- Security procedure
- Emergency Plans
- Confidentiality and all other provisions of PPI and state regulations that apply to the individual's scope of employment.
- Training on Commission Statutes and Rules and Other State and Local Laws and Regulations
- Training on Company Standard Operating Procedures and Compliance
- Training on Detection and Prevention of Diversion of Marijuana
- Training on Inventory Control and Record Keeping.

The Director, Human Resources will insure all modules necessary for successful employment have been taken by new employees, and the proper documentation including employee signatures on training materials, test or quiz results, and an actual video of the training session must be on file in each hire's personnel file.

Mandatory Responsible Vendor Training (5 Hours)
Mandatory Training: All current Owners, managers and employees of ESA Marijuana Establishment/Dispensary that are involved in the handling and sale of Marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will attend and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor."

All new employees involved in the handling and sale of Marijuana for adult use will successfully complete a Responsible Vendor Training Program within 90 days of hire.

After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of Marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor."

A record of the Responsible Vendor Training Program will be maintained in compliance for four years. The program will include at least two hours of instruction time.
Training shall include:

- Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product.
- The amount of time to feel impairment;
- Visible signs of impairment
- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices, compliance with all tracking requirements

Acceptable forms of identification. Training shall include:

- How to check identification;
- Spotting false identification;
- Patient Registration Cards formerly and validly issued by the Commission
- Provisions for confiscating fraudulent identifications; common mistakes made in verification.

Other key state laws and rules affecting Owners, managers, and employees, which shall include:

- Local and state licensing and enforcement
- Incident and notification requirements
- Administrative and criminal liability
- License sanctions
- Waste disposal
- Health and safety standards
- Patrons prohibited from bringing Marijuana onto Licensed Premises
- Permitted hours of sale; conduct of establishment
- Permitting inspections by state and local licensing and enforcement authorities
- Licensee responsibilities for activities occurring within Licensed Premises
- Maintenance of records; privacy issues
- Prohibited purchases and practices

Cannabis Trainers

THE SAFE RESPONSIBLE SALE OF CANNABIS

Sell-SMaRT™

Training Program (5- Hour Course)

Mission:
Cannabis Trainers™ strives to ensure the **Responsible ~ Aware ~ Knowledgeable** process of safe cannabis production and sales.

Overview:
Learn the essentials of safe and responsible cannabis sales. Protect yourself and your operation from risks and liabilities with responsible marijuana training from the Sell-SMaRT™ Responsible Vendor Programs.

Description:
The Sell-SMaRT™ program prepares budtenders, cannabis consultants, owners, managers and all front line store staff to effectively and safely handle complex situations in licensed stores.

Selling Cannabis involves many risks. Failure to act responsibly and proactively could result in fines, imprisonment, suspension of the license, increased insurance costs, or loss of business.

Sell- SMaRT™ is the first approved Responsible Vendor program by the Colorado Marijuana Enforcement Division and the Colorado Department of Public Health and Environment.

The course is customized with up to date rules and regulations including local rule variations.

The Sell-SMaRT™ Program

Section I	**The Legal Information**
Section II	**Safety & Security**
Section III	**Checking ID's**
Section IV	**Handling Tricky Situations**
Section V	**Consumer Safety & Education**

Sell-SMaRT Responsible Vendor Course-

The link to the registration page is at:
http://cannabistrainers.com/events/sell-smart-responsible-vendor-program-0411/

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Training Curriculum Modules for Employees

Dispensary Agent Training Curriculum - Mandatory
(2) three-hour classes will be required for employment at Nova Farms. Each training will accompany a multiple-choice quiz which will require a minimum of 75% to pass and complete the course. Re-takes may be offered however an Agent must complete the course prior to working in the dispensary

Cannabis 101: 2 Hours

- Understanding the active ingredients of the Cannabis plant and how they work together.
    - Trichomes
    - Cannabinoids
    - Terpenoids
    - Subspecies of Cannabis
    - Cannabis Genetics
    - How they work together
- Methods of Delivery
    - Smoking
    - Vaporizing

    - Ingesting
    - Topicals
- Dose control
    - Beginners
    - Low and slow
    - Team consistency

Regulations / Warnings: 1 Hour

- Compliance
- Seed to Sale
- Children and pets
- Advertising
- Driving / Operating Machinery
- Alcohol
- Dependence and Abuse

Customer Service: 2 Hours

- Speaking about Cannabis - the Do's and the Don'ts
    - Keeping it general
    - Know your facts
    - Trigger responses
    - Avoiding clichés and stereotypes
    - Passion and experience
- Product Overview
    - Flower
    - Concentrates
    - Edibles
    - Topicals
    - Devices
- Compassion and Understanding needs
- Educating and answering questions
- Point of Sale and Money Handling
    - Flowhub
    - Leafly
    - POS cash drawer Procedures
    - Drawer Limits
- Packaging and Labeling

Security: (1 Hours)

- Inventory
- Personal
- Entering and Exiting
- Restricted Access
- Customers / Visitors
- Emergency Protocols
- Tandem tasks

- Weapons

In the event a Nova Farms Training is unavailable, new hires may utilize a comparable online training course or webinar. Courses must encompass the same general curriculum offered by Nova Farms and must be approved by the Compliance Department prior to enrollment.

Safety Training –to be performed in employee's department

All employees in their initial training go employee safety, personal protective equipment uses, storage and cleaning, and other training for specific mechanical and other equipment used in the facility.

In order to accomplish safety training, the facility will do the following:

- Make sure employees have and use safe tools and equipment and properly maintain this equipment.
- Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- The facility will provide safety training in a language and vocabulary workers can understand.

All safety training must be documented through video recording, and having employees sign a log sheet for each class attended.

CPR Training

It is the responsibility of the Director of Human Resources to ensure all personnel have an opportunity to take CPR training, and to help arrange classes on premises for it.

- The American Heart Association's Heartsaver CPR AED Course has been updated to reflect new science in the 2015 American Heart Association Guidelines Update for CPR and Emergency Cardiovascular Care. This course which is taught regularly at our facility is used to provide CPR and use an AED in a safe, timely, and effective manner.
- Heartsaver CPR AED Online is the eLearning portion of the Heartsaver CPR AED blended learning course and is designed to teach students the cognitive information needed for CPR and AED training. The Director of Human Resources assigns passwords to employees for online training. Upon successful completion of both portions of the course, students receive a Heartsaver CPR AED course completion Card, valid for two years.

After completing this course, employees of the facility will be able to:

- Describe how high-quality CPR improves survival
- Explain the concepts of the Chain of Survival
- Recognize when someone needs CPR
- Perform high-quality CPR for an adult
- Describe how to perform CPR with help from others
- Give effective breaths by using mouth-to-mouth or a mask for all age groups
- Demonstrate how to use an AED on an adult
- Perform high-quality CPR for a child

- Demonstrate how to use an AED on a child
- Perform high-quality CPR for an infant
- Describe when and how to help a choking adult or child
- Demonstrate how to help a choking infant

All employees will be given attendance slips to sign and will be awarded a completion certificate upon successful training in CPR.

PPI Education and Training

The purpose of this SOP is to provide guidance to all employees dealing with customer information that may be sensitive in nature, Personal Protected Information. The ESA Marijuana Establishment/Dispensary personnel are not medical providers and will not be providing medical information to any of our customers. The staff should still be knowledgeable in requirement for protecting PPI.

The Chief Operating Officer will appoint a Privacy Officer. All new employees going through initial training have PPI training and sign an agreement to protect confidentiality and the personal information of customers, employees or other information that may be sensitive in nature and require limited access.

Employees understand PPI privacy rules and procedures.

- Access customer or employee records will be limited to employees with the proper clearance level.
- Limiting employee access to confidential records will help reduce the risk to exposure. Additional employees may be granted the proper clearance level to access confidential records as needed in the future.
- ALL employees will receive training to never disclose the specific names of customers with non-employees or parties outside the organization.
- It is important that the names of customers not be shared with the public in anyway, as this would result in a PPI violation.
- NEVER leave customer or personnel records unattended or insecure within the file cabinet.
- The facility will host a monthly or bi-monthly meeting with all employees to go over privacy and confidentiality policies, procedures and measures. This will provide further accountability on all staff levels to make sure privacy/legal compliance is met.

Any violations of Customer of Staff confidential or personal protected information should be reported on an Incident Report. Follow procedures for filing and Incident Report.

Quality control and contaminant testing procedures, as applicable under license type

Nova Farms will achieve an exceptional standard of quality by implementing rigid operational procedures, maintaining a sanitary, controlled environment, and utilizing ISO laboratory testing.

Cultivation and processing areas will be cleaned and monitored daily for signs of contaminants such as mold, fungus and pests. If contamination occurs, trained employees will remedy the contamination, relying on their individual expertise and peer support from the industry professionals employed by or consulting with us.

We will meet or exceed all sanitary guidelines. Staff will use locker rooms to transition into uniforms and store personal belongings before entering the cultivation or processing areas. Upon entering these specific areas, personnel will enter a sanitation chamber equipped with air showers and UV lights to mitigate potential contaminants.

Our standard operating procedures for equipment sanitation will include a multipart cleaning process with any equipment or instruments that come in contact with cannabis. The first part of the cleaning process will be the separation of any dried or scrap products that may be around the equipment and surfaces. This will be done ongoing throughout the day to avoid any sort of buildup from the scrap products. Next, the equipment and instruments that come into contact with the cannabis will be broken down into its component parts and any open equipment panels will be inspected. All equipment and environmental surfaces will be then cleaned with detergent and hot water. The water will be heated to between 130 and 160°F, depending on the cleaning chemicals used.

The cleaning will involve additional steps and multiple cleaning compounds which may contain several ingredients, depending on the contamination to be removed, hardness of water, and prevention of scale formation on the exposed surfaces. The standard operating procedures will also detail a failure of not cleaning adequately such as product shelf life and quality, microbiological problems, regulatory noncompliance reports, or even possible closure and other sanctions. The final step in the process is to apply sanitizer to all cleaned and rinsed surfaces to destroy hidden microorganisms. Effective use of sanitizes is integral to controlling microorganisms for cannabis safety and products stability. It will be taught and tested in training that sanitizing does not replace thorough handwashing or equipment and facility cleaning.

Regular inspections and pest management will be a part of our facilities standard operating procedure. The inspection of plants will include a macro view of the plant without any magnification to look for signs of nutrient deficiency, pest, mold, rot, proper pH, proper runoff or drainage of excess moisture; flower and bud inspections to ensure there are no hermaphroditic plants; leaves and stems are healthy, observation of root growth, inspection of the growth medium, and proper trimming.

The absence and control of pests is part of the standard operating procedure and daily inspection reports. Plants will be viewed with a 60x eye loop by a trained employee to look for

any signs of pests, mites, or any other insect or disease. Both the top of the leaves and the bottoms will be inspected for any eggs, webs, or actual insects. Any signs of infestation will be documented such as white or dark spots in a discoloration of the leaves indicating any sort of nutrient deficiency.

Our facility will have a quality assurance officer who will help create the algorithm and accompany metrics for sampling batches pursuant to our standard operating procedures for valid sampling methods. The independent testing laboratory will be sent the product by the quality assurance officer, who established the company's testing requirements and sample size required for in process and finished products. There will be a formal validation process that will demonstrate the ability of the sample produced by the requisite algorithm to produce reliable and repeatable results. All laboratory functions, including sampling, will be performed in compliance with good laboratory practice.

The facilities standard operating protocol will mandate that any laboratory contracted with will fulfill our testing requirements per the Commonwealth's regulations for reporting, analysis, sample size, sample retention, and sample destruction. When a batch is sent to our independent laboratory, the analysis will be documented and sent via fax or email back to our facility. The lab results will include a breakdown of the search elements required by the Commonwealth to ensure customer safety, along with a chemical composition description of the batch, testing results including pesticide residue, residual solvents, microbiological testing, stability, along with observations for odor, appearance and moisture content.

To ensure integrity and consistent dosages, all medicine shall be tested at an approved ISO facility, preferably CAN-9009 certified, pursuant to 935 CMR 500.160. Testing will ensure potency, purity and medicinal value. Quantifying these values will provide accurate and consistent dosing for all marijuana products and allows patients to make informed selections of contaminant-free medicine. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Testing of 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 environmental media *(e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

We shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). The policy shall 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. The notification will come from both us and the Independent Testing Laboratory, separately and directly. The notification from us will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

We shall 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 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 our facility for disposal or by the Independent Testing Laboratory disposing of it directly.

Upon completion of testing, and the issuance of a satisfactory certificate of analysis that meets or exceeds our quality control standards for purity as well as falling within the Commonwealth's published acceptance criteria, the quality insurance manager will assign an expiration date to the batch. The expiration date of the batch will be determined by the quality assurance manager who will ensure that the stability and expiration date of the finalize distributed cannabis product falls within the previously assigned time frames. The expiration date will be validated and stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened. They will also specify storage conditions once the package is sealed, during transport and at our facility. Product shelf life specifications will include all required storage conditions including storage at our facility once the package is sealed, during transport, at the dispensary facility, in the customer's home and samples retained for future testing.

In the event one of our product tests reveals that it falls outside specifications for a customer consumption, the recall program detailed in the SOP's will be utilized to remove the affected product from our shelves, and to contact any facility where it might have been shipped. The quality assurance manager will use the SOP's to:

- Insure the restriction of movement between production department of any the batch or lot identified as an issue;
- Identify any product that has the questionable material in it and isolate it in either in a container for further testing, or in a container for product that is to be destroyed.
- The quality assurance manager will initiate a recall as determined by the SOP's by contacting any identifiable client who received the product in question;
- Create an email, certified letter, or phone number list in order to contact any person who may either have ordered or somehow has in his or her possession any inventory containing the product in question;
- Order the actual recall and begin the task of contacting anyone who may have the inventory or whom he knows was a client and physically received it.

The notification of all customers or entities that may have received the inventory in question will be done using the facility's SOP which requires documentation that the customer or entity was attempted to be contacted. The quality assurance manager will query the seed to sale tracking software in the fields that will allow him or her to create a report showing the name, contact information, and the lot and batch from which they purchased the affected inventory. The quality assurance manager will document the identified specific inventory along with the bar code numbers and will then make contact with the head of each facility where it was shipped and send them a copy of the documentation with a priority message to remove it from their shelves.

The message that is sent to all managers of any facility that has either purchased or somehow obtained the batch and lot in question will specifically state that the company should contact the quality assurance manager to obtain an RMA (return merchandise authorization number). All RMAs

will be recorded, and the quality assurance manager will insure that the other facility's director understands that they should return the product through a licensed transporter, who will pick up the product at no charge to them.

KA 17. Record Keeping

The purpose of this SOP is to establish controls, requirements, policies in the management of documents records. The Nova Farms Chief Compliance Officer will work with all Departments to ensure records are properly managed.

The Nova Farms Chief Financial Officer will:
Ensure the financial records of the ESA Marijuana Establishment/Dispensary will be maintained in accordance with generally accepted accounting principles and maintain Business records; manual or computerized records of:

- assets and liabilities
- monetary transactions
- books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- sales records including the quantity, form, and cost of Marijuana Products
- salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any Persons Having Direct or Indirect Control over the ESA Retail Dispensary
- Waste disposal records as required under 935 CMR 500.105(12)

All Department Managers will:

- Ensure all written records are maintained in proper order and that an inspection will include, but is not necessarily limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana,* in addition to the following:
  - Written operating procedures as required by 935 CMR 500.105(1)
  - Inventory records as required by 935 CMR 500.105(8)
    - Seed-to-sale tracking records for all Marijuana Products

The Nova Farms Director HRM will prepare and maintain the following personnel records:

- Job descriptions for each employee and volunteer position
- Organizational charts consistent with the job descriptions
- A personnel record for each ESA Retail Adult Use Establishment Agent

The Director of HRM will ensure Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with ESA Marijuana Establishment/Dispensary 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
- A staffing plan that will demonstrate accessible business hours
- Personnel policies and procedures
- All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agent s*.

➢ All records will be made available for inspection by the Commission, upon request. Following closure of ESA Adult Retail Establishment, all records must be kept for at least two years at the expense of the ESA Retail Adult Use Establishment and in a form and location acceptable to the Commission.

Restricting Access to Age 21 and Older

Our facility will have an enclosed, locked single egress door to the operation side which will be accessible only to dispensary agents, law enforcement personnel, regulatory commission officials and our security personnel. The access point will be monitored by surveillance cameras, and there will be a prominent sign posted on the door, stating "**EMPLOYEES ONLY**". The door will be protected by using a swipe card system that date stamps the entrance database with the pertinent access information for every user.

We will positively identify individuals seeking access to the premises of our marijuana establishment and while our marijuana products are being transported and limit access solely to individuals 21 years of age or older. All our employees will be 21 years of age or older which we will verify by reviewing their proof of identification. We allow only authorized individuals access into our marijuana establishment, outside vendors, contractors, and visitors must obtain and display an id. badge and will be escorted at all times.

We will not advertise or market to people under 21 years of age. All our packaging will contain the statement "For use by adults 21 years of age or older. Keep out of the reach of children".

Separating Recreational from Medical Operations, if applicable:

Every new clone or seed will be designated as either medical or adult use. Biotrack software will create an image, barcode and serial number reference tag for each new clone or seed. This tag is used to reference, track, and log data about each plant, beginning with propagation of the seed or clone, throughout the vegetative and flowering stages.

Processing and manufacturing marijuana will be monitored using Leaf-Logix. This software carefully tracks production of raw marijuana material as it is processed into finished goods. Finished products will be weighed, packaged, inventoried, and labelled using Leaf-Logix software. This software will carefully track products from packaging to point of sales.

All medical marijuana will be separately tagged and tracked, and we will use operating procedures for inventory management that strictly adhere to the requirements stated in §725.015(g). All adult use marijuana will be separately tagged and tracked, per 935 CMR 500.105(8).

All medical marijuana and adult use marijuana will be stored and packaged separately. Each will contain labelling specifically identifying it as either medical marijuana or adult use marijuana.

There will a physical separation between the medical and adult use sales areas by the use of a stanchion. There will be separate lines for sales of marijuana products for medical use and marijuana products for adult use. However, a holder of a Medical Registration card may use either line and shall not be limited only to the medical use line. Nova Farms LLC shall provide an area that is separate from the sales floor to allow for confidential consultation.

BCWC LLC – PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

BCWC LLC has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth ("Plan"). Set forth below is BCWC's proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission ("CCC") as they relate to establishing and implementing plans to address areas of disproportionate impact.

1. Identification and Selection of Area(s) of Disproportionate Impact for Implementation of Plan.

   BCWC has taken note of the communities of disproportionate impact identified by the CCC:

   > Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester.

   BCWC's intends to implement its Plan to primarily benefit the communities of Mansfield and Taunton, given their proximity to BCWC's Attleboro location (the "Selected Communities"). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, BCWC intends to revise its Plan to include that municipality as an additional Plan beneficiary.

2. Two-Prong Approach to Positively Impact Areas of Disproportionate Impact. BCWC's Plan to positively impact the targeted communities will be two-fold.

   A. Financial Support of Worthy Causes.

   In the first instance, BCWC will implement a donor-based initiative. Specifically, BCWC will provide additional financial resources to nonprofit community-based organizations which offer a safe environment and support system for youth within the Selected Communities. In particular, BCWC will make financial contributions to the Boys and Girls Club of Taunton, as well as the Hockomock Area YMCA's Mansfield Arts & Education Center. These organizations provide critical services to the youth in their respective host communities, including after school programs and other initiatives that provide youth with positive alternatives to crime and drug use.

Total financial contributions will be no less than $10,000.00 annually. Contributions shall be made no less than annually and shall come no later than sixty (60) days following the close of BCWC's fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by BCWC, and that the payments, in the aggregate, won't exceed the amount identified in the Plan.

   B. Industry-Specific Instruction.

   In an effort to benefit work-force eligible residents within areas of disproportionate impact, BCWC intends on making its professional staff available to provide industry-specific instruction. In particular, BCWC will make its professional staff available for no less than an

aggregate total of fifty (50) hours per year – based upon BCWC's licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission's regulations pertaining to Social Justice Leaders.