



#### **Massachusetts Cannabis Control Commission**

#### Marijuana Product Manufacturer

**General Information:** 

License Number: MP282124
Original Issued Date: 04/14/2022
Issued Date: 04/14/2022
Expiration Date: 04/14/2023

#### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: C3 Brands LLC

Phone Number: 516-457-5032 Email Address: austenwells@cannapyrealty.com

Business Address 1: Lot 6E, R.W. Moore Drive Business Address 2:

Business City: Orange Business State: MA Business Zip Code: 01364

Mailing Address 1: 69 Hitchcock Lane Mailing Address 2:

Mailing City: Old Westbury Mailing State: NY Mailing Zip Code: 11568

#### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a

DBE

#### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

**Economic Empowerment Applicant Certification Number:** 

**RMD Priority Certification Number:** 

#### **RMD INFORMATION**

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

standing?:

If no, describe the circumstances below:

#### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 75 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Austen Last Name: Wells Suffix:

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Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

#### **ENTITIES WITH DIRECT OR INDIRECT AUTHORITY**

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: C3 Holdings LLC Entity DBA: DBA

City:

Entity Description: Parent Company to the Licensee.

Foreign Subsidiary Narrative:

Entity Phone: 516-457-5032 Entity Email: Entity Website:

austenwells@cannapyrealty.com

Entity Address 1: Lot 6E, R.W. Moore Drive Entity Address 2:

Entity City: Orange Entity State: MA Entity Zip Code: 01364

Entity Mailing Address 1: 69 Hitchcock Lane Entity Mailing Address 2:

Entity Mailing City: Old Westbury Entity Mailing State: NY Entity Mailing Zip Code:

1156

Relationship Description: C3 Holdings LLC is the 100% owner of, and parent company to, C3 Brands LLC.

#### **CLOSE ASSOCIATES AND MEMBERS**

No records found

#### **CAPITAL RESOURCES - INDIVIDUALS**

No records found

#### CAPITAL RESOURCES - ENTITIES

**Entity Contributing Capital 1** 

Entity Legal Name: C3 Holdings LLC Entity DBA:

Email: Phone:

austenwells@cannapyrealty.com 516-457-5032

Address 1: Lot 6E, R.W. Moore Drive Address 2:

City: Orange State: MA Zip Code: 01364

Types of Capital: Monetary/Equity Other Type of Total Value of Capital Provided: Percentage of Initial Capital:

**Capital**: \$100000 100

Capital Attestation: Yes

#### **BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Austen Last Name: Wells Suffix:

Marijuana Establishment Name: C3 Brands LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Orange

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: Lot 6E, R.W. Moore Drive

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Establishment Address 2:

Establishment City: Orange Establishment Zip Code: 01364

Approximate square footage of the Establishment: 16500 How many abutters does this property have?: 5

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

#### HOST COMMUNITY INFORMATION

**Host Community Documentation:** 

Document Category	Document Name	Туре	ID	Upload Date
				Date
Plan to Remain Compliant with Local	Plan to Remain Compliant with Local	pdf	6187e7b899d47637982bbca9	11/07/2021
Zoning	Zoning.pdf			
Certification of Host Community	HCA Cert_C3 Brands.pdf	pdf	61ab943ddc40a2489b35566f	12/04/2021
Agreement				
Community Outreach Meeting	C3 Brands - Community Outreach	pdf	61ba2aa184fb17447c43b691	12/15/2021
Documentation	Attestation.pdf			

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	6187e7c87c9a0537aea4ac43	11/07/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Austen Last Name: Wells Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

**Entity Background Check Information 1** 

Role: Parent Company Other Role:

Entity Legal Name: C3 Holdings LLC Entity DBA:

Entity Description: Parent Company to Licensee.

Phone: 516-457-5032 Email: austenwells@cannapyrealty.com

Primary Business Address 1: Lot 6E R.W. Moore Drive Primary Business Address 2:

Primary Business City: Orange Primary Business State: MA Principal Business Zip Code:

01364

Additional Information:

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#### Required Business Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Articles of Organization	C3 Brands LLC - Filed Certificate of	pdf	6187e800d8c16731dcbe0411	11/07/2021
	Organization.pdf.pdf			
Bylaws	C3 Brands - Operating Agreement.pdf	pdf	6187e8093982c731eb1c73b8	11/07/2021
Secretary of Commonwealth -	C3 Brands LLC - Certificate of Good	pdf	61ab9453910f2b486f668af6	12/04/2021
Certificate of Good Standing	Standing - 2021-11-05.PDF			
Secretary of Commonwealth -	Certificate of No Employees signed.pdf	pdf	61ab9454fb549e4a2257a0c7	12/04/2021
Certificate of Good Standing				
Secretary of Commonwealth -	DOR - Cert. of Good Standing.pdf	pdf	61bcac25bccaf2464fd7efa8	12/17/2021
Certificate of Good Standing				

No documents uploaded

Massachusetts Business Identification Number: 001489594

Doing-Business-As Name:

**DBA Registration City:** 

#### **BUSINESS PLAN**

**Business Plan Documentation:** 

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	6187e8245ca77d31bb6b34ca	11/07/2021
Proposed Timeline	Proposed Timeline.pdf	pdf	6187e826703abe37a3ab3a41	11/07/2021
Business Plan	Business Plan.pdf	pdf	6187e827e3155f31cafcd739	11/07/2021

#### **OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Types of products Manufactured.	Types of Products Manufactured.pdf	pdf	6187e8bb703abe37a3ab3a4e	11/07/2021
Method used to produce products	Method Used to Produce Products.pdf	pdf	6187e8bce3155f31cafcd740	11/07/2021
Sample of unique identifying marks used for branding	Sample of Unique Marks.pdf	pdf	6187e8bdd8c16731dcbe0417	11/07/2021
Separating recreational from medical operations, if applicable	Separating Rec. from Medpdf	pdf	6187e8be3982c731eb1c73bc	11/07/2021
Restricting Access to age 21 and older	Restricting Access to 21+.pdf	pdf	6187e8bf6155aa37c4255491	11/07/2021
Security plan	Security Policy.pdf	pdf	6187e8dd084df83201bfa1cb	11/07/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	6187e8df7f037d37d69bae3a	11/07/2021
Storage of marijuana	Storage Policy.pdf	pdf	6187e8e399d47637982bbcbb	11/07/2021
Transportation of marijuana	Transportation Policy.pdf	pdf	6187e8e45ca77d31bb6b34d0	11/07/2021
Inventory procedures	Inventory Policy.pdf	pdf	6187e8e6703abe37a3ab3a52	11/07/2021

Quality control and testing	Quality Control and Testing Policy.pdf	pdf	6187e91a084df83201bfa1cf	11/07/2021
Dispensing procedures	Dispensing Policy.pdf	pdf	6187e92586cf8531b41a43ed	11/07/2021
Personnel policies including background checks	Personnel Policy.pdf	pdf	6187e92799d47637982bbcbf	11/07/2021
Record Keeping procedures	Record Keeping Policy.pdf	pdf	6187e92dd5b18b31d5995632	11/07/2021
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	6187e92f2c8fa137b9c77e80	11/07/2021
Diversity plan	Diversity Plan.pdf	pdf	6187e9637c9a0537aea4ac57	11/07/2021
Qualifications and training	Employee Qualification Policy.pdf	pdf	6187e9696155aa37c4255496	11/07/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	6187e97051c4da37cbfb7a95	11/07/2021
Safety Plan for Manufacturing	Safety Plan.pdf	pdf	6187e971084df83201bfa1d3	11/07/2021
Plan to Obtain Marijuana	Plan for Obtaining Marijuana.pdf	pdf	6187e9727f037d37d69bae3e	11/07/2021

#### **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.: | 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.: | Agree

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

I Agree

#### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN No records found

COMPLIANCE WITH DIVERSITY PLAN No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS No records found

HOURS OF OPERATION

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Monday From: Open 24 Hours
Tuesday From: Open 24 Hours
Wednesday From: Open 24 Hours
Wednesday From: Open 24 Hours
Thursday From: Open 24 Hours
Thursday From: Open 24 Hours
Friday From: Open 24 Hours
Friday From: Open 24 Hours
Saturday From: Open 24 Hours
Sunday From: Open 24 Hours

#### Plan to Remain Compliant with Local Zoning

The Town of Orange has not adopted a zoning ordinance that specifically addresses marijuana uses. There are no public or private schools providing education in kindergarten or any of grads 1 through 12 within five hundred (500) feet of the proposed facility (measured property line to property line).

C3 Brands LLC (the "**Company**"), is proposing to develop and operate a Marijuana Establishment in the Randall Pond Industrial Park and more specifically at Lot 6E, R.W. Moore Drive Orange, MA 01364. This site is located in the Business (B) zone, which the Board of Selectmen approved for the operation of a marijuana establishment pursuant to a Host Community Agreement.

No discretionary municipal approvals are required that are specific to a marijuana use at the property. The Company will work diligently to obtain a building permit for the fit-out of its space when appropriate and will continue to work with officials from the Town of Orange to ensure the operations will have a positive impact on the community.

The Company hereby submits that it will continue to comply with all local and state requirements and Austen Wells, CEO, will be responsible for ongoing compliance with local and state rules and regulations.



### Host Community Agreement Certification Form

#### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

#### Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1.	Name of applicant:
	C3 Brands LLC
2.	Name of applicant's authorized representative:
	Austen Wells
3.	Signature of applicant's authorized representative:
	ASM
4.	Name of municipality:
	Town of Orange
5.	Name of municipality's contracting authority or authorized representative:
	Gabriele H. Voelker, Town Admin. Golding HVO-
	1

6.	Signature of municipality's contracting authority or authorized representative:
	Gabriele Z. Voel
7.	Email address of contracting authority or authorized representative of the municipality (this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).);
	goodker e townsforang. Org
8.	Host community agreement execution date:



# Community Outreach Meeting Attestation Form

#### Instructions

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

#### **Attestation**

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

1. The Community Outreach Meeting was held on the following date(s):

11/10/2021

- 2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
- 3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

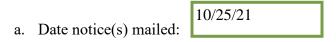
4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication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



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

a.	Date notice filed:	10/22/21
a.	Date notice filed:	

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



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

Name of applicant:	in the second se
C3 Brands LLC	
Name of applicant's authorized representative:	
Austen Wells	
Signature of applicant's authorized representative:	
ASM/	

# Attachment A Newspaper Publication

# LEGAL NOTICES

#### Legals

#### CITY OF GREENFIELD **CONSERVATION COMMISSION**

Pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c 131, s 40, the Greenfield Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Nancy Hazard. The public meeting will be for the removal of 8 invasive Norway maple trees at 30 Spring Terrace, Greenfield, MA Assessors Map 54, Lot 30, and 2 invasive Norway maple trees at 24 Spring Terrace, Greenfield, MA Assessors Map 54, Lot 33, to be held on November 7, at 6:30 PM, via Webex. The Webex meeting link is: https://greenfiel dma.my.webex.com/greenfield ma.my/j.php?MTID=mecfb 26720789142eda502af74ae9012a or by Phone at [1-408-418-9388] Meeting ID: [2632 931 6016] Password: [h7Ak2qX63k6] The filing is available for public review at the Greenfield Department of Planning and Development at 20 Sanderson Street, Room 203, from 8:00 AM to 4:00 PM.

October 27 238960

> Visit us at recorder.com

#### Legals

#### Town of Colrain Planning Board **Notice of Public Hearing**

Notice is hereby given in accordance with M.G.L. Chapter 40A, Section 11 that the Colrain Planning Board will hold a public hearing on Wednesday, November 3, 2021 at 6:05PM to hear the following applications: Special Permit and Site Plan Review of MA Craft Cultivation, LLC to operate a marijuana cultivation establishment to be located at 108 West Leyden Rd. [Map 415, Lot 26.2]. Pursuant to Governor Baker's Emergency Order modifying the State's Open Meeting Law; this hearing will be conducted using remote participation via Google Meet. The video link is https://meet.go ogle.com/qut-ztwc-bcf or the call-in number is (978) 396-0873 and the access code is 207295506#.The applications can be reviewed by going to the Town Website at:www.colrainma.gov , Planning Board meeting agenda or you may request a copy by phone (413) request a copy by phone (413) 624-3356 or via email at assessors@colrain-ma.gov.

Respectfully submitted, Robert Slowinski, Chairman October 20, 27

234494

#### Legals

#### LEGAL NOTICE **TOWN OF ATHOL BOARD OF PLANNING AND COMMUNITY DEVELOPMENT**

In accordance with MGL Chapter 40A. Section 3.29 and Section 1.2.6 of the Athol Zoning Bylaw and the Athol Town Charter, the Board of Planning and Community Development will hold a public hearing on **Wednesday, November 3, 2021 @ 7:30 pm.** in Liberty Hall (Basement Floor) of the Athol Town Hall located at 584 Main St.,

The purpose of the virtual public hearing is to review and hear comment on a Licensed Marijuana Establishment Special Permit Modification application for The Blue Jay Botanicals, Inc. The project proposes to modify the location of a previously approved Licensed Marijuana Retail Establishment per the Licensed Marijuana Establishment provisions of Section 3.29 on land for property located at 946 Main Street (Map 31 Parcel 137). The original Special Permit was approved on Japuary 2, 2019 Permit was approved on January 2, 2019.

The Applicant proposes add a Marijuana Delivery Courier service operator to the site of the approved Licensed Marijuana Retail Establishment, which has been operational since August 2021 as The Boston Garden marijuana retail dispensary.

Said land is owned by Blue Jay RE LLC, according to the Athol

Said Application and set of plans is available for review at the Town Clerk's office in Room 10 of the Athol Town Hall. In addition, the documents are also available for review online via the following Google Drive folder:

https://drive.google.com/file/d/1mugClw0ZOK8jAPPecBtbHJ2\_nbLxEl70/view?usp=sharing

David Small, Chairman Board of Planning and Community Development

October 20, 27

231022 Legals

#### LEGAL NOTICE **TOWN OF ATHOL BOARD OF PLANNING AND COMMUNITY DEVELOPMENT**

In accordance with MGL Chapter 40A and Section 3.18.7 of the Athol Zoning Bylaw and the Athol Town Charter, the Board of Planning and Community Development will hold a public hearing on Wednesday, November 3, 2021 @ 7:50 p.m. in Liberty Hall (Basement Floor) of the Athol Town Hall located at 584 Máin St.,

The purpose of the public hearing is to review and hear comment on a Major Site Plan Review application for Uma Cultivation LLC.

On December 2, 2020 Uma Cultivation LLC was issued a Licensed Marijuana Establishment Special Permit for Marijuana Cultivation and Processing Establishment per the Licensed Marijuana Establishment provisions of Section 3.29 and a Minor Site Plan Approval for the construction of up to 10,000 square-feet of buildings for marijuana cultivation and manufacturing uses on land for property located at 706 Petersham Road (Map 46 Parcel

At this time, the Applicant is requesting construction of an additional 10,000 square-foot building, which would provide for a building footprint that would total 20,000 square feet, thus triggering requirement for Major Site Plan per Section 3.18 of the Athol Zoning Bylaw. Additional approval will be needed for any further building construction.

Said land is owned by Davis, Scott A. & Cooke, Jeffrey K., Tr. according to the Athol Assessors.

Said Application and set of plans is available for review at the Town Clerk's office in Room 10 of the Athol Town Hall. In addition, the documents are also available for review online via the following

https://drive.google.com/drive/folders/1cN2lzlLV6m6BQ8ezGSSBbff UUGsCO2t6?usp=sharing

> David Small, Chairman Board of Planning and Community Development

October 20, 27

231023



#### Legals

#### **NOTICE OF VIRTUAL COMMUNITY OUTREACH**

MEETING
Please join C3 Brands, LLC for a Virtual Community Outreach
Meeting as we share our plans for a proposed Marijuana
Establishment. The proposed Adult-Use Marijuana Cultivator and
Marijuana Product Manufacturer is anticipated to be located at Lot 6E, RW Moore Drive in the Town of Orange.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: C3 BRANDS, LLC

WHAT: VIRTUAL COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED ADULT-USE MARIJUANA CULTIVATOR AND MARIJUANA PRODUCT MANUFACTURER FACILITY IN ORANGE.

WHEN: Wednesday, November 10, 2021 AT 6PM

**WHERE:** Join Zoom Meeting: https://princelobel.zoom.us/s/82216191102

Webinar ID: 822 1619 1102

Or One tap mobile:

+13017158592,,82216191102# US (Washington DC) +13126266799,,82216191102# US (Chicago)

Or join by phone:

Dial (for higher quality, dial a number based on your current US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 720 707 2699

International numbers available: https://princelobel.zoom.us/u/klkk

Please feel free to submit questions in advance of this meeting to

All meeting materials will be posted at least 24 hours in advance of the meeting at www.princelobel.com

October 27

#### Legals

#### **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 Brandon Petley and Lorelei Currier to Mortgage Electronic Registration Systems, Inc., as mortgagee acting solely as a nominee for NationPoint, a Div. of FFFC, an Op. acting solely as a nominee for NationPoint, a Div. of FHC, an Op. Sub. of MLB&T Co., FSB, dated May 29, 2007 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 41339, Page 284 (the "Mortgage"), as affected by a Loan Modification Agreement dated March 22, 2017, and recorded at said Registry of Deeds in Book 57125, Page 38 of which mortgage Nationstar Mortgage LLC d/b/a Mr. Cooper is the present holder by Assignment from Mortgage Electronic Registration Systoms line as Assignment from Mortgage Electronic Registration Systems, Inc., as nominee for NationPoint, a Div. of FFFC, an Op. Sub. of MLB&T Co., FSB, its successors and assigns to Residential Credit Solutions, Inc. dated February 18, 2014 and recorded at said Registry of Deeds in Book 52289, Page 291, and Assignment from Residential Credit Solutions, Inc. to Federal National Mortgage Association dated June 8, 2015 and recorded at said Registry of Deeds in Book 53872, Page 36, and Assignment from Federal National Mortgage Association to Nationstar Mortgage LLC d/b/a Mr. Cooper dated December 10, 2019 and recorded at said Registry of Deeds in Book 61698, Page 282, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 57 Cottage Street a/k/a 57-59 Cottage Street, Athol, MA 01331 will be sold at a Public Auction at 12:00 PM on November 22, 2021, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

THE LAND, WITH THE BUILDINGS THEREON, IN ATHOL, WORCESTER COUNTY, MASSACHUSETTS, ON THE WESTERLY SIDE OF COTTAGE STREET BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER THERE ON IN THE WESTERLY LINE AT COTTAGE STREET AT CORNER OF LAND FORMERLY OF CHARLES H. TYLER, NOW OF PAULINE N. REYNOLDS;

THENCE WESTERLY BY SAID REYNOLDS LAND 108 FEFT TO LAND FORMERLY OF THE VERMONT & MASSACHUSETTS RAILROAD COMPANY, NOW OF CASE GARAGE, INC.

THENCE SOUTHERLY BY SAID CASS LAND 60 FEET TO LAND FORMERLY OF ONE BURT, NOW KENNETH B. RICHARDS ET UX:

THENCE EASTERLY BY SAID RICHARDS LAND ABOUT 109.5 FEET TO SAID

THENCE NORTHERLY BY SAID STREET 55 FEET TO THE PLACE OF

EXCEPTING THEREFROM A STRIP OF LAND ALONG THE GREATER PORTION OF THE NORTHERLY LINE OF SAID PREMISES WHICH WAS CONVEYED BY JOSEPHINE M. GIRADI TO PAULINE N. REYNOLDS BY DEED DATED MAY 22 1933 AND RECORDED WITH THE WORCESTER DISTRICT REGISTRY OF DEEDS, BOOK 2584, PAGE 481.

ALSO A TRACT OF LAND, ADJOINING THE FIRST TRACT THEREIN DESCRIBED ON THE SOUTH, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER THEREOF IN THE WESTERLY LINE OF COTTAGE STREET AND AT THE SOUTHEREASTERLY CORNER OF SAID FIRST TRACT;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID FIRST TRACT ABOUT 109.5 FEET TO THE SOUTHWESTERLY CORNER OF SAID FIRST

THENCE SOUTHERLY A DISTANCE OF 10 FEET TO LAND FORMERLY OF ONE BURT, NOW OF KENNETH B. RICHARDS ET UX; THENCE EASTERLY ALONG SAID RICHARDS LAND ABOUT 109.5 FEET TO

THE WESTERLY OF COTTAGE STREET;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID STREET 10 FEET TO THE PLACE OF BEGINNING. For mortgagor's title see deed recorded with the Worcester

County (Worcester District) Registry of Deeds in Book 42162, Page 291. All see Deed recorded in Said Deeds in Book 56145, Page 169.

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: 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 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 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

234455

Petley, Brandon, 19-036323 October 20, 27, November 3, 2021

#### Legals

# TOWN OF ATHOL BOARD OF SELECTMEN

#### **LEGAL NOTICE OF**

accordance with visions of Section apter 166 of provisions Chapter Massachusetts General Laws, a oublic hearing with be held at 584 Main Street, Room 21, Athol, MA at 7:10 p.m. on November 2, MA at 7:10 p.m. on November 2, 2021 on the petition of National Grid to install (2) JO poles 23-25 and 23-50, down guys, and anchors with a 1- feet lead on Chestnut Street beginning at a point approximately 205 feet northeast of the centerline of the interpretation of Streeters St. the intersection of Sanders St. and Chestnut St. and continuing approximately 112 feet in a northeast direction; in between poles 23 and 24. Anchors will be located on town property on the south side of Chestnut Street.

**BOARD OF SELECTMEN** Rebecca J. Bialecki, Chairman Alan D. Dodge, Vice Chairman Stephen R. Raymond Mitchel R. Grosky Andrew J. Sujdak October 27

242041

#### Legals

The Franklin Regional Council of Governments will accept sealed bids on behalf of the Gill-Montague Regional School District for **FIRE ALARM SYSTEM UPGRADES** at the Sheffield Elem School and District Admin 43 Crocker Avenue, Offices, Turners Falls, MA per the specifications. Bids should be marked "Sheffield Elementary School Fire Alarm Upgrades" and will be received by FRCOG. 12 Olive Street, Ste 2, Greenfield, 12 Olive Street, Ste 2, Greenfield, MA 01301, until **Tues, Nov. 16, 2021 at 2pm** when they will be publicly opened. Subject to prevailing wage rates as per MGL Chapter 149, § 26 - 27f inclusive. This bid is being undertaken per MGL Ch149, and requires a 5% bid bond /deposit. A 50% Payment bond is required of the successful bidder. A non-mandatory prebid site visit will be held on Weds, Nov. 3, 2021 at 10:30AM at the school. Download the IFB from https://f rcog.org/bids to receive all notifications and addenda. The GMRSD is the awarding authority and reserves the right to accept or reject any or all bids in total or in part as they may deem to be in the best public interest.

October 27

239414

#### Legals

#### **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 Ray E. Harris to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for The New York Mortgage Company, LLC, dated June 7, 2006 and recorded in Franklin County Registry of Deeds in Book 5118, Page 200 (the "Mortgage") of which mortgage Deutsche Bank National Trust Company, as Trustee for Indymac IMSC Mortgage Loan Trust 2007-AR2, Mortgage Pass-Through Certificates Series 2007-AR2 is the present holder by Assignment from Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for The New York Mortgage Company, I.C. its successors and assigns. The New York Mortgage Company, LLC, its successors and assigns to Deutsche Bank National Trust Company, as Trustee for Indymac IMSC Mortgage Loan Trust 2007-AR2, Mortgage Pass-Through Certificates Series 2007-AR2 dated August 17, 2019 and recorded at said Registry of Deeds in Book 7406, Page 235, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 1026 Millers Falls Road, Northfield, MA 01360 will be sold at a Public Auction at 1:00 PM on November 22, 2021, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

BEGINNING at a point located on the westerly line of Route 63, a State layout, marking the southeasterly corner of land conveyed to John A. Trombley and Marie J. Trombley in Franklin County Registry of Deeds, Book 1584, Page 261 and the northeasterly corner of the premises herein described; thence S. 05° 07′ 07″ W. along the westerly line of said Route 63, 464.49 feet to a Massachusetts highway bound marking the intersection of the westerly line of said Route 63 with the westerly line of the Old Northfield Farms Road; thence S. 02° 23' 17" W. along the westerly line of said Old Northfield Farms Road 193.07 feet to a point marking the northeasterly corner of land now or formerly of Charles W. Llewelyn and Helen K. Llewelyn; thence N. 78° 16' 45" W. along land now or formerly of said Llewelyn 42.53 feet to a point located on the easterly line of The Central Vermont Railroad; thence N. 07' 22" W. 456.06 feet to a point; thence S. 78°16' 45" E. 8.74 feet to a point; thence N. 07°37' 22" W. 218.1 feet to an iron pin marking the southwesterly corner of land of said Trombley. The last three courses are along the easterly line of land of the said Central Vermont Railroad; thence S. 83 31 15" E. along land now or formerly of said Trombley 173.10 feet to the point of

Containing 1.58 acres, more or less.

For mortgagor's title see deed recorded with the Franklin County Registry of Deeds in Book 4937, Page 45.

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: 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 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 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.

Deutsche Bank National Trust Company, as Trustee for Indymac IMSC Mortgage Loan Trust 2007-AR2, Mortgage Pass-Through Certificates Series 2007-AR2 Korde & Associates, P.C.

900 Chelmsford Street **Suite 3102** Lowell, MA 01851 (978) 256-1500

Harris, Ray E., 21-038030

232067

October 20, 27, November 3, 2021

### Do you have a Legal Notice to publish?

Publishing a notice is easy! Email your notice to legalads@recorder. **com** with your contact information and date of publication. With legal notices, sooner is always better. 72 hours ahead of publication is ideal, but the absolute last minute deadlines are:

Monday's paper ...... Friday at 9am Tuesday's paper ......Friday at 4pm Wednesday's paper......Monday at Noon Thursday's paper......Tuesday at Noon Friday's paper ...... Wednesday at Noon Saturday's paper ......Thursday at Noon

Please note that with the exception of certain standard notices such as informal probate notices, name changes, conservator/quardian notices and citations on petitions of formal adjudication, all legal notices must be typed and sent to legalads@recorder.com.

We do not have a typesetter and cannot accept hard copies of zoning hearings, ordinance, public meeting notices, requests for bids, etc. These must be sent in a Word doc or in the body of the email.

Please call **Suzanne** at **413-772-0261 x228** with any questions about placing legal notices in the Recorder.

# Attachment B Notice Filed with the Municipality

### C3 Brands LLC - Community Meeting

#### Glissman, Daniel

Fri 10/22/2021 12:55 PM

To: 'townclerk@townoforange.org' <townclerk@townoforange.org>; 'planning@townoforange.org' <planning@townoforange.org' </pre>

Cc: 'awade@townoforange.org' <awade@townoforange.org>;

1 attachments (20 KB)

C3 Brands - Community Meeting.docx;

Hello,

Attached please find a copy of a notice for a community outreach meeting for C3 Brands LLC in connection with its proposed Marijuana Cultivation and Production facility to be located at Lot 6E, RW Moore Drive.

If possible, please also post this on the town website.

Thank you, Dan

#### **Daniel Glissman**



Prince Lobel Tye LLP One International Place, Suite 3700 Boston, Massachusetts 02110

617 456 8181 Direct

[dglissman@princelobel.com]dglissman@princelobel.com



#### C3 BRANDS, LLC

#### NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Please join C3 Brands, LLC for a Virtual Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Adult-Use Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at Lot 6E, RW Moore Drive in the Town of Orange.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: C3 BRANDS, LLC

WHAT: VIRTUAL COMMUNITY OUTREACH MEETING TO DISCUSS A

PROPOSED ADULT-USE MARIJUANA CULTIVATOR AND MARIJUANA

PRODUCT MANUFACTURER FACILITY IN ORANGE.

**WHEN:** Wednesday, November 10, 2021 AT 6PM

WHERE: Join Zoom Meeting: <a href="https://princelobel.zoom.us/s/82216191102">https://princelobel.zoom.us/s/82216191102</a>

Webinar ID: 822 1619 1102

Or One tap mobile:

+13017158592,,82216191102# US (Washington DC)

+13126266799,,82216191102# US (Chicago)

Or join by phone:

Dial (for higher quality, dial a number based on your current location): US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 720 707 2699

International numbers available: <a href="https://princelobel.zoom.us/u/klkk6wk22">https://princelobel.zoom.us/u/klkk6wk22</a>

Please feel free to submit questions in advance of this meeting to <a href="mailto:austenwells@cannapyrealty.com">austenwells@cannapyrealty.com</a>

All meeting materials will be posted at least 24 hours in advance of the meeting at <a href="https://www.princelobel.com">www.princelobel.com</a>



# Town of Orange Office of Community Development



6 Prospect Street Orange, MA 01364

Alexander Wade, *Director* Phone: (978) 408-9453 Email: awade@townoforange.org

October 13th, 2021

Cannabis Control Commission Union Square 2 Washington Square Worcester, MA 01604

RE: C3 Brands, LLC

Virtual Community Outreach Meeting

Dear Commissioners,

Pursuant to Administrative Order No. 2 allowing virtual web-based Community Outreach Meetings, the Town of Orange herby grants permission to the above named entity to host the required Community Outreach Meeting virtually for their proposed cannabis cultivation facility.

This notice does not serve as confirmation that the site complies with local regulations or that the town agrees to execute a Host Community Agreement with the cultivator. The cultivator is aware that these processes require separate town approval.

If you require any further confirmation, please feel free to contact me at (978) 408-9453 or by emailing awade@townoforange.org.

Sincerely,

Alexander Wade

ala vale

Director of Community Development

(978) 408-9453

Town of Orange

6 Prospect Street

Orange, MA 01364

# Attachment C Examples of Abutters Notices

## PRINCE LOBEL

One International Place, Suite 3700, Boston, MA 02110



quadient FIRST-CLASS MAIL

10/25/2021 ZIP 02110 043M31222904

43 PINE STREET WINCHENDON, MA 01475

Prince Lobel Tye LLP One International Place, Suite 3700, Boston, MA 02110

> 895 TURKEY STREET WARE, MA 01082



quadient

FIRST-CLASS MAIL

\$000.53 <sup>0</sup> 10/25/2021 ZIP 02110 043M31222904



Prince Lobel Tye LLP One International Place, Suite 3700, Boston, MA 02110

> SAGENDORPH II PAUL 43 FISKEDALE ROAD BROOKFIELD, MA 01506



quadient

FIRST-CLASS MAIL

10/25/2021 ZIP 02110 043M31222904



Prince Lobel Tye LLP One International Place, Suite 3700, Boston, MA 02110



quadient

FIRST-CLASS MAIL

\$000.53° 10/25/2021 ZIP 02110 043M31222904

IS POSTAGE

38 CHURCH STREET WINCHESTER, MA 01890

#### C3 BRANDS, LLC

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Webinar ID: 822 1619 1102

Or One tap mobile:

+13017158592,,82216191102# US (Washington DC)

+13126266799,,82216191102# US (Chicago)

Or join by phone:

Dial (for higher quality, dial a number based on your current location): US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 720 707 2699

International numbers available: <a href="https://princelobel.zoom.us/u/klkk6wk22">https://princelobel.zoom.us/u/klkk6wk22</a>

Please feel free to submit questions in advance of this meeting to <a href="mailto:austenwells@cannapyrealty.com">austenwells@cannapyrealty.com</a>

All meeting materials will be posted at least 24 hours in advance of the meeting at <a href="https://www.princelobel.com">www.princelobel.com</a>

# Attachment D Link to Recorded Virtual Meeting

https://princelobel.zoom.us/rec/share/xsu3N5c1n-Qs-Kueimh0OIVGGnPicZG\_nVenxwXifGWc4MwYNR\_gO-2Fp\_I7AU0w.Xzq54Wp7Wx7NnBmE

Passcode: Cthree2021!

# Attachment E Virtual Meeting Presentation Handouts

# C3 BRANDS LLC Community Outreach Meeting

# Introduction

- C3 BRANDS LLC is proposing to open an adult-use marijuana cultivation and marijuana product manufacturing facility at RW Moore Drive, Lot 6E.
- The property meets all current zoning requirements with the Town of Orange and has completed its special permit process.
- C3 BRANDS LLC will go through the state licensing process with the Cannabis Control Commission (CCC).
- The location will implement industry best practices to mitigate noise and control odor.

# Current Location – RW Moore Drive, Lot 6E



## **SECURITY- Access Control**

### **Intrusion Detection System**

- Hard wired and supervised with digital ID
- Addressable fixed devices
- Wireless connection to off-site monitoring station, maintained by licensed frequency

### Panic Systems

- Directly connects individuals to responders
- Master workstation located at corporate office, central station or police station
- Allows emails and text messages to predefined recipients

#### **Access Control**

- Employee tracking
- Eliminate inside theft
- Audit abilities

# SECURITY

Surveillance



# CCTV-Closed Circuit Television

IP based cameras

Software

IP67 rated camera enclosure



# VMS Platform-Video Management Systems

Integrated server and storage solution

View, record and export audio and video

IP video surveillance

# DIVERSION PREVENTION

Policies and procedures will be implemented to reflect a separation of duties where there are overlapping processes for diversion risk, and ensure that the chain of custody and individual accountability are maintained and verifiable at all times.

Marketing

Per CMR 500.105 (4)(a)(5), we will engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited, 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.

Access Control

Per CMR 500.110 (1)(f), we will store all product in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss. If diversion is detected, we will secure all product and conduct an assessment to determine whether additional safeguards are necessary.

Reporting

Per CMR 500.105 (13)(b), C3 CULTIVATION, LLC AND C3 BRANDS, LLC will document and report any unusual discrepancy in inventory to the Commission and law enforcement authorities not more than 24 hours after discovery.

Training

Per CMR 500.105 (2)(b)(7)(b), C3 CULTIVATION, LLC AND C3 BRANDS, LLC will require employees to complete annual trainings on all aspects of their jobs including diversion prevention, prevention of sales to minors, and best practices to detect and respond to incidents of possible diversion.

# COMMUNITY IMPACT

### **Partnership**

Our goal is to be a good partner to the community, working with local government, law enforcement and the area businesses to enhance the neighborhood. We intend to create a positive economic impact beneficial to the Town of Orange and the neighborhood.

## **Security**

Through our own security measures we will prevent on-site diversion and working with the Orange Police Department and area businesses, utilize our existing security measures to provide enhanced benefits to the neighborhood where possible.

## Dialogue

We are committed to a continued dialogue with the Town of Orange and the neighborhood to foster a mutually beneficial, healthy, and safe partnership. Further as a Marijuana Establishment, we will provide information and education about our products.

# QUESTIONS?

## **Attachment F**

## **Number of Participants Attending the Meeting**

There were no members of the public that joined this meeting. The only attendees were the moderator and counsel for the applicant.

#### **Plan for Positive Impact**

C3 Brands LLC (the "**Company**") is basing its headquarters in Orange, MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Greenfield, Amherst and Fitchburg are located approximately 29, 33 and 41 miles (respectively) from Orange. Collectively, Greenfield, Amherst and Fitchburg shall be referred to herein as the "**Target Areas**". Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

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

#### Goals:

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

- 1. Select <u>at least two (2)</u> qualified social equity program participants or economic empowerment applicants to mentor through the licensing, permitting and fundraising process.
- 2. Hire, in a legal and non-discriminatory manner, <u>at least 25% of its employees</u> from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
- 3. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators or product manufactures and entrepreneurship, at least <a href="twice">twice</a> a year. Such educational events will specifically include, but not be limited to, information on <a href="licensing workshops">licensing workshops</a> (i.e., guidance on filing applications with the <a href="Commission">Commission</a>), preparation of standard operating policies and procedures, <a href="Massachusetts cannabis market overview">Massachusetts cannabis market overview and METRC best practices</a>.

#### **Programs:**

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

1. The Company shall notify Commission staff of its intention to mentor at least two (2) social equity program participants or economic empowerment applicants, so that Commission staff may circulate notice of the same to said participants and applicants. The Company shall also post notice of its intention to select and mentor said participants and applicants on its website. The Company shall work with its mentees and assist them in the following regards: (1) understanding and navigating the licensing and permitting process with the Cannabis Control Commission; (2) identifying viable locations for cultivation and production operations; and (3) understanding and navigating the nuances of raising capital in the cannabis industry, including the lack of traditional financing and restrictions on raising capital from individuals.

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

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

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

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

#### **Annual Review:**

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

- 1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions;
- 2. Identify the number of Social Equity Program Participants or Economic Empowerment Applicants the Company has worked with and how it has assisted them; and
- 3. Identify the number of educational events or informational sessions it holds and attendance at the same.

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

will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

MA SOC Filing Number: 202133213900 Date: 2/23/2021 10:22:00 AM



# The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

#### **Certificate of Organization**

(General Laws, Chapter)

Identification Number: 001489594

1. The exact name of the limited liability company is: C3 BRANDS LLC

2a. Location of its principal office:

No. and Street: RANDALL POND INDUSTRIAL PARK, R.W. MOORE DRIVE, LOT 6E

City or Town: ORANGE State: MA Zip: 01364 Country: USA

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

No. and Street: RANDALL POND INDUSTRIAL PARK, R.W. MOORE DRIVE, LOT 6E

City or Town: ORANGE State: MA Zip: 01364 Country: USA

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

THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC. CANNABIS P RODUCT MANUFACTURING AND BRANDING, APPLYING FOR LICENSURE AND ANY AND A LL LAWFUL ACTIVITIES RELATED THERETO, AND TO ENGAGE IN ANY LAWFUL ACT OR AC TIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER THE LAWS O F THE COMMONWEALTH OF MASSACHUSETTS.

- 4. The latest date of dissolution, if specified:
- 5. Name and address of the Resident Agent:

Name: ISAAC C. FLEISHER, ESQ.

No. and Street: 57 CENTER STREET

City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

- I, <u>ISAAC C. FLEISHER</u>, <u>ESQ.</u> resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.
- 6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	C3 HOLDINGS LLC	RANDALL POND INDUSTRIAL PARK, R.W. MOORE DRIVE, LOT 6E ORANGE, MA 01364 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	AUSTEN WELLS	69 HITCHCOCK LANE OLD WESTBURY, NY 11568 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	AUSTEN WELLS	69 HITCHCOCK LANE OLD WESTBURY, NY 11568 USA

#### 9. Additional matters:

# SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of February, 2021, $\underline{\text{AUSTEN WELLS}}$

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

© 2001 - 2021 Commonwealth of Massachusetts All Rights Reserved

MA SOC Filing Number: 202133213900 Date: 2/23/2021 10:22:00 AM

#### 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:

February 23, 2021 10:22 AM

WILLIAM FRANCIS GALVIN

Heteram Frain Dalies

Secretary of the Commonwealth

#### **OPERATING AGREEMENT**

OF

#### C3 BRANDS LLC

#### A MASSACHUSETTS LIMITED LIABILITY COMPANY

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#### ARTICLE I

#### **DEFINITIONS**

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

- (a) "Certificate of Organization" shall mean the Certificate of Organization of C3 Brands LLC, as filed with the Secretary of the Commonwealth of Massachusetts, as the same may be amended from time to time. A copy of the Certificate of Organization is attached hereto as Exhibit A.
- (b) "<u>Capital Account</u>" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VII.
- (c) "<u>Capital Contribution</u>" shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement as set forth on Exhibit B attached hereto.
- (d) "Company Interest" shall mean, with respect to each Member, such Member's interest in the profits and losses of the Company as set forth on Exhibit B attached hereto.
- (e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.
  - (f) "Company" shall refer to C3 Brands LLC.
- (g) "<u>Deficit Capital Account</u>" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year.
- (h) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.
- (i) "Entity" shall mean a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.
- (j) "Event of Dissociation" means the resignation, death or insanity of a Member, as provided in Section 36 and 42 of the Massachusetts Act.
  - (k) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.
- (l) "<u>Gifting Member</u>" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

- (m) "<u>Majority Interest</u>" shall mean one or more Interests of Members which taken together equals or exceeds two-thirds of the aggregate of all Company Interests.
- (n) "Managers" shall mean one or more Managers designated in the manner provided in this Agreement.
- (o) "Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act (M.G.L. Ch. 156C).
- (p) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members as permitted herein. To the extent a Manager has acquired a Membership Interest in the Company, he or she will have all rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he or she has acquired such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest, as the case may be.
- (q) "Membership Interest" shall mean, a Member's entire interest in the Company and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Massachusetts Act.
- (r) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Managers at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.
- (s) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.
- (t) "Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns or such "Person" where the context so permits.
- (u) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.
- (v) "Selling Member" shall mean any Member which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest.
  - (w) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.
- (x) "<u>Treasury Regulations</u>" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

#### **ARTICLE II**

#### FORMATION OF COMPANY

<u>Section 2.1 - Formation</u>. The Company whose address is Randall Pond Industrial Park, Lot 6E, Orange Massachusetts 01364, was formed as a limited liability company under the Massachusetts Act by the filing of its Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on February 23, 2021.

#### **ARTICLE III**

#### **BUSINESS OF COMPANY**

<u>Section 3.1 - Permitted Businesses</u>. The business of the Company shall be as set forth in its Certificate of Organization.

#### **ARTICLE IV**

#### **NAMES AND ADDRESSES OF MEMBERS**

The names and addresses of the initial and subsequent Members are as set forth on Exhibit B attached hereto.

#### **ARTICLE V**

#### RIGHTS AND DUTIES OF MANAGERS

Section 5.1 - Management. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company to the best of their ability. Except for situations in which the approval of the members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may exercise all of the powers delegated to the Managers herein and may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement.

<u>Section 5.2 - Number, Identity, Tenure and Qualifications</u>. The Company shall have one (1) Manager.

The Manager shall be C3 Holdings LLC.

The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, but in no instances shall there be less than one Manager. Each Manager shall hold office until his or her successor shall have been elected

and qualified or such earlier time as he or she may resign or be removed as provided herein. Managers shall be elected by the affirmative vote or written consent of Members holding at least a Majority Interest. A Manager need not be a Member.

<u>Section 5.3 - Certain Powers of Managers</u>. Without limiting the generality of Section 5.1, the Managers shall have power and authority on behalf of the Company:

- (a) To acquire property from any Person as the Managers may determine;
- (b) To borrow money for the Company from banks, other lending institutions, individuals, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to mortgage, hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- (c) To purchase liability and other insurance to protect the Company's property and business;
- (d) To hold and own any Company real and/or personal properties in the name of the Company;
- (e) To invest any company funds temporarily (by way of example but not limitation) in time deposits, short term governmental obligations, commercial paper or other investments;
- (f) Upon the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan;
- (g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Managers, to the business of the Company;
- (h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- (i) To enter into any and all agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;
- (j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business; and
- (k) To delegate his, her or their power and authority to another party of his, her or their choice by the use of a valid Power of Attorney.

Unless authorized to so do by the Operating Agreement or by written authorization of a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power

or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member (other than a Member who is also a Manager) shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

- <u>Section 5.4 Manager Has No Exclusive Duty to Company</u>. The Managers shall not be required to manage the Company as his or her sole and exclusive or their sole and exclusive function and he, she or they may have other business interests and may engage in other activities in addition to those relating to the Company.
- <u>Section 5.5 Bank Accounts</u>. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatory thereon, unless the Managers determine otherwise.
- <u>Section 5.6 Company Books</u>. In accordance with Section 9.2 herein, the Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.
- <u>Section 5.7 Indemnity of Managers</u>. The Company shall indemnify the Managers from and against any claim by any third party seeking monetary damages against such Managers arising out of such Managers' performance of their duties in good faith and in accordance with Section 8 of the Massachusetts Act.
- <u>Section 5.8 Resignation</u>. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.
- <u>Section 5.9 Removal</u>. Any Manager may be removed at any time, with or without cause, by the affirmative vote or written consent of Members holding a Majority Interest. The removal of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.
- <u>Section 5.10 Vacancies</u>. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote or written consent of Members holding a Majority Interest.
- <u>Section 5.11 Compensation of Managers</u>. The Managers shall receive no compensation for his, her or their services unless voted upon by two-thirds or more of the Members holding Company Interest.

#### **ARTICLE VI**

#### RIGHTS AND OBLIGATIONS OF MEMBERS

<u>Section 6.1 - Limitation of Liability</u>. Each Member's liability shall be limited as set forth in this Operating Agreement by the Massachusetts Act and other applicable law.

- <u>Section 6.2 List of Members</u>. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.
- <u>Section 6.3 Approval of Sale of All Assets</u>. The Members shall have the right, by the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, to approve the sale, exchange or other disposition of all or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.
- <u>Section 6.4 Priority and Return of Capital</u>. Except as may be expressly provided in Article IX, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided, however, that this Section shall not apply to repayment of loans (as distinguished from Capital Contributions) which a Member has made to the Company.
- <u>Section 6.5 Voting Rights</u>. Each Member will have a pro rata vote commensurate with his or her Interest in the Company.
- Section 6.6 -Arbitration. In the event each of the Members, after a good faith attempt, cannot agree on how to proceed, each Member shall appoint an arbitrator within seven (7) days of a demand for arbitration by the other Member. Such arbitrators so selected shall appoint a third arbitrator, and the decision of a majority of the arbitrators shall be binding on all Members. Each Member shall be responsible for the fees of the arbitrator so appointed by them and each Member shall share equally in the costs associated with the third arbitrator.

#### **ARTICLE VII**

#### CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

- <u>Section 7.1 Members' Capital Contributions</u>. Each Member shall contribute such cash, property or services as is set forth in Exhibit B hereto as its share of the Initial Capital Contribution.
- <u>Section 7.2 Additional Contributions</u>. Except as set forth in Section 7.1 no Member shall be required to make any Capital Contribution. The Members may determine from time to time that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification or to meet operating deficits). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Company Interest.

#### **Section 7.3 - Capital Accounts.**

(a) A separate Capital Account will be maintained for each Member. In general, each Member's Capital Account will be: (I) increased by (a) the amount of money contributed by such Member to the Company; (b) the agreed fair market value of property or services contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (c) allocations to such Member of Net Profits and; (II) decreased by (a) the amount of money distributed to such Member by the Company; (b) the fair market value

of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and (c) allocations to the account of such Member Net Losses. Capital Accounts will be maintained in accordance with the requirements of 704(b) of the Code and the Treasury Regulations promulgated thereunder.

- (b) In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest in accordance with Section 1.704-1(b)(iv) of the Treasury Regulations.
- (c) Upon liquidation of the company (or the Member's Membership Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.
- (d) Except as otherwise required in the Massachusetts Act (and subject to Section 7.1 and 7.2), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

#### **ARTICLE VIII**

#### **ALLOCATIONS, INCOME TAX AND DISTRIBUTIONS**

- <u>Section 8.1 Allocations of Profit and Losses</u>. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated to the Members' interests in accordance with the percentage allocations set forth in Exhibit B attached hereto and in compliance with applicable tax law.
- <u>Section 8.2 Distributions</u>. Except as provided in Section 7.3(c), all distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Company Interest of the Members on the record date of such distribution. Except as provided in Section 8.4, all distributions of Distributable Cash and property shall be made at such time as determined by the Managers. No Member shall have the right to demand and receive property other than cash irrespective of the nature of its Capital Contribution. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 8.2.
- <u>Section 8.3 Limitation Upon Distributions</u>. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.
- <u>Section 8.4 Interest On and Return of Capital Contributions</u>. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.
  - Section 8.5 Loans to Company. Nothing in this Operating Agreement shall prevent any Member

from making secured or unsecured loans to the Company by agreement with the Company.

<u>Section 8.6 - No Right to Distribution</u>. Anything in this Agreement or in Section 32 of the Massachusetts Act to the contrary notwithstanding, no Member shall be entitled to receive any distribution of money or other property in excess of \$1.00 by reason of such persons ceasing to be a Member, except (i) upon dissolution of the Company, or (ii) upon affirmative vote or written consent of Members holding a Majority Interest.

#### **ARTICLE IX**

#### **ACCOUNTING REPORTS**

Section 9.1 - Accounting Period. The Company's accounting period shall be the calendar year.

- <u>Section 9.2 Records, Audits and Reports</u>. The Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:
- (a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member, both past and present;
- (b) A copy of the Certificate of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;
- (c) Copies of the Company's federal, state, and local income tax returns and financial statements for the three most recent years, or if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members to enable them to prepare their federal, state and local tax returns for such period;
- (d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;
- (e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;
- (f) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;
  - (g) Other writings, if any, prepared pursuant to a requirement in this Agreement.
- <u>Section 9.3 Returns and Other Elections</u>. The Managers shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as soon as practical after the end of the Company's fiscal year but in any event prior to the date upon which Federal and Massachusetts State tax

returns are required to be filed by Members.

The "Tax Matters Partner", under Section 6231 of the Internal Revenue Code of 1986, as amended, who will manage administrative tax proceedings with the Internal Revenue Service, will be determined by Members holding a Majority Interest.

All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion, provided that the Managers shall make any tax election requested by Members owning a Majority Interest.

#### **ARTICLE X**

#### **TRANSFERABILITY**

#### **Section 10.1 - General**. No Member shall have the right to:

- (a) sell, assign, transfer, pledge, hypothecate, exchange or otherwise transfer for consideration, (collectively, "sell"), or
- (b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Membership Interest without the vote or written consent of Members holding a Majority Interest.
- (c) In the event of either the purchase of the Selling Member's interest in the company by a third party purchaser or the gift of an interest in the Company, and as a condition to recognize one or more of the effectiveness and binding nature of any such sales or gift and (subject to Section 10.2, below) substitution of a new Member as against the Company or otherwise a majority of the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other acts which the remaining majority of the Members may deem necessary or desirable to:
  - (i) constitute such purchaser, as a Member, donee or successor-in-interest as such;
- (ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended;
- (iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
  - (iv) maintain the status of the Company as a partnership for federal tax purposes; and
- (v) assure compliance with any applicable state and federal laws including securities laws and regulations.

- (d) Any sale or gift of a Membership Interest or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given.
- (e) The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.
- (f) A Transferring Member may gift all or any portion of its Membership Interest without regard to Section 10.1(a) and (b) provided that the donee or other successor-in-interest (collectively, "donee") complies with Section 10.1(c) and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendent (including adopted children). In the event of the gift of all or any portion of a Gifting Member's Membership Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 25 years.

#### Section 10.2 - Transferee Not Member in Absence of Consent of Holders of Majority Interest.

Notwithstanding anything contained herein to the contrary (including, without limitation, Section 10.2 hereof), if Members holding a Majority Interest do not approve, by written consent, of the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. No transfer of a Member's interest in the Company (including any transfer which has not been approved by written consent of the Members holding a Majority Interest) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Members.

#### **ARTICLE XI**

#### **ADDITIONAL MEMBERS**

Section 11.1 - General. From the date of the formation of the Company, any person or entity acceptable to Members holding a Majority Interest by their written consent may become a Member in the Company either by the issuance by the Company of Membership Interests for such consideration as Members holding Majority Interest by their written consent shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

#### **ARTICLE XII**

#### **DISSOLUTION AND TERMINATION**

#### **Section 12.1 - Dissolution**.

- (a) The Company shall be dissolved and its affairs shall be wound up upon the happening of any of first to occur of the following:
  - (i) at the time specified in its Certificate of Organization;
  - (ii) written consent of Members holding at least a Majority Interest; or
- (iii) an Event of Dissociation of a Member, unless there is at least one remaining Member and the business of the Company is continued by the written consent of remaining Member holding a Majority Interest within 90 days after the Event of Dissociation, and
  - (iv) entry of a decree of final dissolution under Section 43 of the Massachusetts Act.

Each of the Members hereby agrees that within 60 days after the occurrence of an Event of Dissociation, he or she will promptly consent, in writing, to continue the business of the Company. Each of the Members further agrees to promptly consent, in writing, to continue the business of the Company upon a sale or gift of a Transferring Member's entire Membership Interest. Such consents shall be mailed or hand delivered to the principal place of business of the Company set forth in Section 2.3 hereof (or to such other address designated by the Managers) no later than 50 days after each Withdrawal Event or transfer by Member of its entire Membership Interest). The sole remedy for breach of a Member's obligation to consent to continue the business of the Company under this Section shall be money damages (and not specific performance).

- (b) As soon as possible following the occurrence of any of the events specified in this Section 12.1 effecting the dissolution of the Company, the Managers shall proceed to wind up the Company's business in accordance with the Section 46 of the Massachusetts Act.
- (c) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes an Event of Dissociation. Unless otherwise approved in writing by Members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of an Event of Dissociation, regardless of whether such Event of Dissociation was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Damages for breach of this Section 12.1(d) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

#### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

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

- <u>Section 13.2 Application of Massachusetts Law</u>. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically the Massachusetts Act.
- <u>Section 13.3 Waiver of Action for Partition</u>. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.
- <u>Section 13.4 Amendments</u>. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members.
- <u>Section 13.5 Execution of Additional Instruments</u>. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- <u>Section 13.6 Construction</u>. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
- <u>Section 13.7 Headings</u>. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.
- <u>Section 13.8 Waivers</u>. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- <u>Section 13.9 Rights and Remedies Cumulative</u>. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- <u>Section 13.10 Severability</u>. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- <u>Section 13.11 Heirs, Successor and Assigns</u>. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the

extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 13.12 - Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 13.13 - Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 13.14 - Rule Against Perpetuities. The parties hereto intend that the Rule against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Operating Agreement. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or enforceable because of the Rule against Perpetuities or any similar rule of law but for this Section 13.14, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one years after the death of the survivor of the group composed of the initial Members who are individuals and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members have hereunto set their hands or caused this instrument to be executed as of the 7<sup>th</sup> day of October, 2021.

	ASU/
Witness	C3 Holdings LLC, Member
	By: Austen Wells, its Manager

### EXHIBIT A

## CERTIFICATE OF ORGANIZATION

See Attached Certificate of Organization

#### EXHIBIT B

# Initial Members of

#### C3 Cultivation LLC

		Percentage
		Interest in
	Agreed	Profits, Losses
Names & Addresses	Contribution	& Distribution

C3 Holdings LLC Randall Pond Industrial Park, Lot 6E Orange, MA 01364

100%



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

#### November 5, 2021

#### TO WHOM IT MAY CONCERN:

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

#### C3 BRANDS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on February 23, 2021.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: C3 HOLDINGS LLC

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: C3 HOLDINGS LLC, AUSTEN WELLS

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



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth

on the date first above written.

Secretary of the Commonwealth

Villein Travin Galein

## **Certification of No Employees**

In accordance with Section 935 CMR 500.101(1)(c)(4) of the Massachusetts Code of Regulations, and in support of the application of <u>C3 Brands LLC</u> (the "Applicant"), the undersigned, <u>Austen Wells</u>, hereby confirms and certifies to the Cannabis Control Commission (the "CCC") that:

 At the present time, the Applicant has no employees in connection with its proposed Marijuana Establishment (the "Marijuana Establishment");

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge believe it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of November 8, 2021

Name: Austen Wells

Letter ID: L0373969600 Notice Date: December 16, 2021 Case ID: 0-001-373-843

#### CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

#### ահեկինդիակնութիրերիկուկն ||ինկիոկոիկիկի

C3 BRANDS LLC 57 CENTER ST BLDG 1 NORTHAMPTON MA 01060-3024

#### Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, C3 BRANDS LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

#### What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 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

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Edward W. Coyle, Jr., Chief

Collections Bureau

#### Plan for Obtaining Liability Insurance

C3 Brands LLC (the "Company") will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

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

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

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

This policy may also be referred to by the Company as the "Liability Insurance Policy".

#### **Business Plan**

#### **EXECUTIVE SUMMARY:**

C3 Brands, LLC ("C3") was established in 2020 as an adult-use cannabis cultivation and product manufacturing company with the goal of providing high quality craft cannabis to the Massachusetts market. C3's recognition of the lack of high-quality craft cannabis in the Massachusetts market, combined with its founder, Austen Wells', passion for craft cultivation, spurred the creation of C3. Austen undertook the process of bringing craft cultivation into the market to provide Marijuana Establishments with this product for their cannabis customers.

C3's main goal is to provide industry leading craft cultivation and customer service to Marijuana Establishments, as well as well-priced, state-verified marijuana products. We will be able to maintain relatively moderate prices by carefully maintaining efficiencies in our operations, developing strong relationships with suppliers and focusing on growing the lifetime value of each customer.

C3 will thrive by employing knowledgeable and professional personnel, which, along with our fair prices and high-quality craft product offerings will drive the repeat business and steady-consistent growth that we will rely upon.

Our advertising will mainly be through word of mouth and direct to Marijuana Establishment marketing.

#### 1.1 Objectives

The objectives for the first three years include:

- Establish a brand that is recognized for quality Craft Cultivation in Massachusetts
- Exceed customer expectations with consistent product supply and quality
- Increase the number of customers by 30% per year
- Develop a business that survives off its own cash flow

#### 1.2 Mission

C3's mission is to provide industry leading craft cannabis that is well priced and provides a consistent supply of high-quality cannabis to Marijuana Establishments.

#### 1.3 Keys to Success

C3's keys to success are:

- Grow High Quality Craft Cannabis
- Develop Brand reputation for best in industry small batch craft cannabis
- Satisfy our Marijuana Establishment customers so they will return again and again
- Maintain low overhead and operating costs

• Continually improve our relationship with suppliers

#### 2.1 Company Ownership

C3 Cultivation, LLC and C3 Brands, LLC are Massachusetts limited liability corporations. The companies are owned 100% by Austen Wells.

#### 2.2 Team Members

#### **Austen Wells - CEO**



Austen Wells envisioned and founded C3 Cultivation, LLC (C3) in 2020. The company was spawned from the unique combination of his passion for the emerging, legal cannabis industry. Austen graduated from the University of Virginia in 2012 with a Bachelor of Science in Economics. He spent his early career gaining valuable real estate experience in a number of different roles ranging from asset management, to construction management, to acquisitions. Of particular note was time spent with LBV Properties LLC overseeing the construction of an 80,000+ SF office building in Hauppauge; and asset management experience with Costagna Realty Co. managing the Americana

Manhasset shopping center. These experiences led Austen to pursue his Masters in Real Estate Finance from NYU where he graduated in 2016. Prior to founding C3, Austen worked for two years in an equity capital markets capacity for Newmark Knight Frank, working with various sponsors to raise in excess of \$2 B.

Equipped with a firm real estate industry background, Austen began immersing himself in Massachusetts' cannabis industry – learning how all the myriad pieces function and understanding how best to serve unmet needs. Through extensive networking, research, business conferences, and cannabis expos, Austen honed and refined the business model into the craft cultivation facility that C3 is planning to develop today.

#### 2.3 Location

The facility is located in Orange Massachusetts at RW Moore Drive, Lot 6E, Orange, MA 01364 in the Randal Pond Industrial Park. The facility consists of approximately 32000 square feet with the majority of that space dedicated to C3's cannabis cultivation use, and the remainder dedicated to C3's cannabis manufacturing use. The ample size of the facility provides the right blend of space to produce high quality craft cannabis. The site if perfectly situated within an industrial park and will not impact nearby residents.

#### 2.4 Products

C3 will produce and sell a wide range of state-approved marijuana products including but not limited to: Flower sold in multiple weights and pre-rolls. Edibles in the form of gummies, chocolate and beverages, tinctures and lotions, and vape cartridges. We will only offer products that have been verified by a state licensed testing labs as being safe for consumers.

These products will be made through the following process: We will cultivate using high end LED lights. Each plant will be tagged and tracked through the states METRC system. Some of the flower will be harvested and packaged for sale. The other flower will be turned to oil using our high-tech CO2 Extraction equipment. This oil will then be used to make all the other products listed above. These products will then all be packaged with our C3 brand and distributed to adult use dispensaries throughout the state.

What will ultimately separate us from our competitors is the detailed focus and effort going into growing small batch craft cannabis.

#### 2.6 Financial Projections:

The projections for our facility included on the following page are based on empirical data from Massachusetts and other states that have adult-use cannabis sales.

		FY 2023		FY 2024		FY 2025		FY 2026		FY 2027
Cultivation Revenue	-	2,245,040	5	22,235,797	5	21,802,865	5		5	19,752,621
Consignment Fee (%)		15%	_	15%	_	15%	_	75N		15N
Consignment Fee (\$)	-	1,909,134	3	3,335,370	5	3,270,430	-	3,112,719	1	16,789,728
Cultivation Revenue after Consignment Fee		1,000,134	•	10,900,420		10,532,435	•	17,030,739	•	10,/07,/20
Branding Revenue		410,322	1	7,862,308	1	7,695,532	1	7,310,755	1	6,945,217
Total C3 Cultivation Revenue	5	1,909,134	5	18,900,428	5	18,532,435	5	17,638,739	5	16,789,728
Total C3 Branding Revenue	*	410,322	5	7,862,308	5	7,695,532	5	7,310,755	5	6,945,217
Total Revenue (ex. Sales & Excise Tas)	-	2,319,457	5	26,762,736	5	26,227,967	5	24,949,494	5	23,734,945
% YoY Growth						-2.0%		-4.9%		4.5%
Host Community Agreement (Cultivation) - net of Consign. Fee	*	57,274	\$	567,013	\$	555,973	5	529,162	5	503,692
% of Revenue		3.00%		3.00%		3.00%		3.00%		3.00%
Host Community Agreement (Branding)		12,310	5	235,869	5	230,866	5	219,323	5	208,357
% of Revenue		3,00%		3,00%		3.00%		3.00%		3.00%
Total HCA Payments	-	69,584	5	802,882	5	786,839	3	748,485	5	712,048
Total Nat Revenue (ex. HCA)	*	2,249,873	5	25,959,854	5	25,441,128		24,201,009	1	23,022,897
C1 Cutivation COGS		445.845	4	4.425.335		4.573.114	4	4 550 248		4.527.497
C3 Branding COGS		101,575		1,603,588	i	1,655,486	i	1,647,208	1	1,638,972
Tetal COGS	Ť	607,420	-	6,028,922	Ť	6,228,600	Ť	6,197,457	Ť	6,166,470
% of Revenue	_	26%		23%	-	24%	_	25%	_	26%
	_		_		_		_		_	
Gross Margin % of Flavorum	- 5	1,642,453	-	19,930,931	5	19,212,528	5	18,003,553	5	16,856,427
		***								
Cutivation Payrol	-	474,682	\$	1,247,686	-	1,332,657	3	1,345,984	\$	1,388,464
Processing/Branding Payroll		348,129	3	1,387,093	1	1,400,963	5	1,414,973	-	1,429,123
Total Expenses	-	822,812	5	2,634,778	5	2,733,621	1	2,760,957	5	2,817,587
% of Planetow		35%		10%		10%		11%		12%
Operating Result	1	819,641	1	17,296,153	5	16,478,908	5	15,242,596	5	14,038,840
% of Revenue		35%	П	65%		63%	П	67%		50%
Corporate Payroli		327.271		723,170		704.194		718.219		732.524
Other SGAA	ī	1.505.807	5	3.285.550	i	2.517.796	š	2 549 208	i	2 581 335
Total Corporate & SG&A	1	1,833,078	-	4,008,720	-	3,221,991	-	3,267,427	-	3,313,859
% of Playerus	Ē	79%	ī	15%		12%		13%		14%
евітра	-	(1.013.437)	1	13,287,433	-	13,256,917	5	11.975.169	5	10,724,982
% of Planeton		-44%		50%		51%		48%		45%
Depreciation & Americation Interest	1	358,306	5	719,969	5	719,969	5	719,969	5	719,969
	-				-					-
EBT	-	(1,371,743)	5	12,567,464	5	12,536,948	5	11,255,200	5	10,005,013
% of Planettue		-59%		47%		48%		45%		42%
Taxon Corp. (est.)		338,114	4	5,173,344		5.064,926	1	4.638.527	5	4,223,052
Profit after Taxes	-	(1,709,857)		7,394,119		7,472,022			_	5,781,961
% of Planyerson		-74%		28%	П	28%		27%	П	24%
Positive Impact Plan	5	667	5	4,000	5	4,000	5	4,000		4,000
Total Profit Sharing & Contributions	-	667	_		5	4,000	_	4,000	_	4,000
Net Profit affer Taxes & Contributions		(1,710,524)		7,390,119		7,468,022		6,612,673		5,777,961
Net Profit after Taxes & Contributions No of Planettee		-74%	•	7,390,119		7,460,022	•	27%	-	24%
and the state of t		-1.40		20.74		2.0.76		W.1.00		
Produced Quantity (estim. /Lb)		562		5,559		5.738		5.748		5.760
Average Sales Price (\$/Lb)	•	4,000	150	4,000		3,800	*	3,610		3,430
Average Sales Price (\$/gr)	i	8.81		8.81	š	8.37		7.95		7.55
Average COGS (\$lgr) - Labor included	i	3.62		2.25		2.27	_	2.26		2.27
The second secon		-					100			

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

This policy is not applicable, currently, C3 Brands LLC (the "Company") is only applying for adult use Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location

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

#### Restricting Access to Age 21 and Older

C3 Brands LLC (the "Company") shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older. The Company's Marijuana Establishment is not open to the public.

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

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

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

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

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

#### Testing of Marijuana

C3 Brands LLC (the "**Company**") shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company's environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

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

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

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

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

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

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

#### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  - 1. Well cured and generally free of seeds and stems;
  - 2. Free of dirt, sand, debris, and other foreign matter;
  - 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  - 4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  - 5. Packaged in a secure area.

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

- Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- 10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
- 11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
- 12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
- 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
- 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.

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

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

C3 Brands LLC (the "**Company**") shall implement the following Personnel Policies and Background Check policies:

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

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

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

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

# **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

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

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

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

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

# **Staffing Plan**

# Executive Level:

- CEO:
- CFO; and
- COO.

# Management Level:

- Sales Manager;
- Cultivation Manager;
- Production Manager; and
- Security Manager.

# Staff Level

• Up to ten (10) Staff Level Cultivation and Production Associates

# Consultant Level

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

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

# **Record Keeping Procedures**

C3 Brands LLC (the "Company") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

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

- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
- d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <a href="https://www.mass.gov/service-details/about-employment-rights">https://www.mass.gov/service-details/about-employment-rights</a> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
- e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

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

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission. It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

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

# **Maintaining of Financial Records**

C3 Brands LLC (the "Company") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

- 1. Assets and liabilities;
- 2. Monetary transactions;
- 3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- 4. Sales records including the quantity, form, and cost of marijuana products; and
- 5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

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

- (a) The Company shall utilize a point-of-sale ("**POS**") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("**DOR**").
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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

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

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

# **Diversity Plan**

C3 Brands LLC (the "Company") understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

# Goals:

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall endeavor to maintain the following diversity in its workforce: Women 50%, Minorities 25%, Veterans 10%, individuals identifying as L.G.B.T.Q. + 10%, and Persons with Disabilities 5%.
- (2) It shall be a goal of the Company to hire <u>at least one (1)</u> disadvantaged business enterprise (i.e. a minority owned business, a woman owned business or veteran owned business) in connection with the construction of its proposed facility.
- (3) It shall be a goal of the Company to ensure that <u>one hundred percent (100%)</u> of its employees receive <u>training on diversity and sensitivity.</u>

# **Programs:**

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

• In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post <u>monthly notices</u> for <u>three (3) months</u> during the hiring process in newspapers of general circulation such as the <u>Berkshire Eagle</u> and post a notice at the municipal offices in <u>Orange Town Hall</u> for <u>three (3) months</u> during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet *quarterly* to review and assess the Company's hires and hiring practices. *Meeting Minutes* will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall utilize the Massachusetts Supplier Diversity offices list of Certified Minority and Woman Owned Business Enterprises to source the various jobs required to construct its facility. The Company will utilize the searchable directory available at: <a href="https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx">https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx</a> to identify eligible businesses.
- The Company shall require that <u>one hundred percent (100%)</u> of its employees receive education on diversity, implicit biases and sensitivity within the <u>first ninety (90) days of employment and once annually thereafter.</u> The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

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

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

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of disadvantaged businesses contracted with;

- v. Number of job postings in publications with supporting documentation; and
- vi. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

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

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

# **Employee Qualifications and Training**

C3 Brands LLC (the "**Company**") shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

- 1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training ("RVT") program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
- 2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
- 3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
- 4. RVT training may be conducted by the Company or by a third-party vendor
- 5. All agents 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 training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
- 6. Once the Company is designated as a "responsible vendor" all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
- 7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
- 8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
- 9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting and confiscating fraudulent identification;
  - c. Patient registration cards currently and validly issued by the Commission;
  - d. Common mistakes made in verification; and
  - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Conduct of marijuana establishment agents;
  - b. Permitting inspections by state and local licensing and enforcement authorities;
  - c. Local and state licensing and enforcement;
  - d. Incident and notification requirements;
  - e. Administrative, civil, and criminal liability;
  - f. Health and safety standards, including waste disposal

- g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
- h. Permitted hours of sale;
- i. Licensee responsibilities for activities occurring within licensed premises;
- j. Maintenance of records, including confidentiality and privacy; and
- k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

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

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

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

# **Energy Compliance Plan**

C3 Brands LLC (the "Company") shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: Air Pollution Control. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the "EOEEA") to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

(a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that because this facility will be built using an existing building, the Company may demonstrate

- compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.
- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 35 watts per square foot.
- (c) The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).
- (d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the "Energy Compliance Policy".

# **Safety Plan**

C3 Brands LLC (the "**Company**") is committed to providing a safe workplace for its employees and promoting workplace safety policies and procedures consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654 ("**OSHA**"). The Company shall:

- (a) shall furnish to each of its employees, employment, and a place of employment, free from recognized hazards that are causing, or are likely to cause, death or serious physical harm;
- (b) in compliance with occupational safety and health standards promulgated under OSHA.

The Company expects that each of its employees will comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000: *Adult Use of Marijuana*.

Furthermore, the Company intends to comply with the following safety procedures in connection with the manufacturing and production of marijuana products:

All manufactured products from the Company will be prepared, handled, and stored in compliance with the sanitation requirements in 105 MCR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Any marijuana product that is made to resemble a typical food or beverage product will be packaged and labelled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3), and 935 CMR 500.105(5) and (6).

The Company will extract marijuana oils in the extraction room via the Supercritical CO2 extraction process rather than through alternative methods to help mitigate the risk of finished product containing trace amounts of heavy metals and other contaminants. The CO2 extraction process allows compounds to be extracted with low toxicity. It utilizes a high-pressure vessel containing marijuana trim or ground marijuana flower to separate the plant matter from the cannabinoids. The resulting extract will then be "winterized" and placed in ethanol, then heated and finally frozen to filter out the undesirable by-products. The ethanol solution will be warmed to approximately 120 degrees F, and it's not frozen until all the solvent has evaporated. For proper winterization, the solution will be frozen for at least 24 hours at a minimum temperature of 32 degrees F. After this step, the alcohol solution will need to be filtered for removing the waxes. The extraction and refinement steps can be repeated several times, until a pure oil is obtained. Once the residual alcohol solution has been purged from the oil, the oil will be homogenized and ready to be sent for laboratory testing and analysis before packaging the oil into cartridges to be used in vaporizers.

The refined and tested marijuana oil will also be used in the Company's edible products. The Company intends to produce the abovementioned products in compliance with 935 CMR 500.150(1) that are physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of any edible marijuana product produced by the Company will be easily separable in order to allow average persons 21 years of age or older to physically separate, with minimal effort, the individual servings of the product, and will be marked, stamped, or otherwise include an imprinted symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

The Company shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the "EOEEA") to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

In accordance with 935 CMR 500.130(4) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and

transportation, for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Company in relation to the manufacturing of Marijuana Vaporizer Devices (as that term is defined in 935 CMR 500.000 *et. seq.*) and such records shall be made available to the Commission on request.

The Company shall maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, the Company shall, on request by the Commission, identify the materials used in the device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained.

A copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production shall be retained by a Product Manufacturer and provided as a part of a wholesale transaction with any Marijuana Retailer, MTC or Delivery Operator.

In addition to the policies included herein, the Company also incorporates herein by reference its *Security Policy, Storage Policy, Transportation of Marijuana Policy, Inventory Policy, Energy Compliance Policy, Quality Control and Testing Policy* and *Record Retention Policy* as evidence of policies for identifying, recording, and reporting diversion, theft, or loss; for correcting all errors and inaccuracies in inventories; for handling all voluntary or mandatory recalls due to any action initiated at the request or order of the Commission, and/or any voluntary action taken by the Company to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety; for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana are segregated from other marijuana and destroyed; for transportation; for the reduction of energy in water usage and energy conservation practices and mitigation of environmental impacts; for the transfer, acquisition, or sale of marijuana between Marijuana Establishments; and compliance with the standards set forth in the *Massachusetts Comprehensive Fire Code*.

The Company shall maintain a product catalogue identifying all types of marijuana products actively manufactured at the facility. The catalogue shall include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile. Such product catalogue shall be provided to the Commission prior to receiving a certificate to commence operations, and shall include the following:

- (1) Marijuana product type;
- (2) Marijuana product brand name;
- (3) List of direct ingredients;

- (4) List of indirect ingredients;
- (5) Serving size, including a description of what constitutes a serving size for a product that is not already a single serving;
- (6) Potency;
- (7) A photograph of the finished marijuana product, against a white background outside of but next to, the marijuana product's packaging, including any external or internal packaging, provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g. a single serving is a 1" x 1" square), and where an edible marijuana product cannot be stamped, for example, due to size or a coating, the photograph of the edible marijuana product against a white background outside of, but next to, its external and internal packaging, such as the wrapper, and labeling information for the edible marijuana product;
- (8) A photograph of the marijuana product, against a white background, inside the packaging; and
- (9) A list of marijuana products to be sold based on anticipated or executed agreements between the Company and marijuana retailer(s) or delivery operator(s).

Photographs shall be submitted in a form and manner determined by the Commission.

The Company shall provide the information required under 935 CMR 500.130(6)(a) for each marijuana product that it produces prior to the product being made available for sale through a licensed marijuana retailer; MTC or delivery operator and shall update the information whenever a substantial change to the product information occurs. Substantial changes, including changes to information listed in 935 CMR 500.130(6)(a)1-9., shall be submitted to the Commission prior to the transfer of the marijuana product.

The Company shall ensure that any use of extraction equipment is in compliance with the standards set forth in 527 CMR 1.00: *the Massachusetts Comprehensive Fire Code*.

The Company shall identify the method of extraction (*e.g.*, Butane, Propane, CO2) on a physical posting at all entrances of the facility. The posting shall be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. The Company shall post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.