Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284556

Original Issued Date: 06/06/2022

Issued Date: 06/06/2022

Expiration Date: 06/06/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cadella LLC

Phone Number: 617-816-7067 **Email Address:** ron@cadellaquincy.com

Business Address 1: 715 Washington St. **Business Address 2:**

Business City: Quincy **Business State:** MA **Business Zip Code:** 02169

Mailing Address 1: 715 Washington St. **Mailing Address 2:**

Mailing City: Quincy **Mailing State:** MA **Mailing Zip Code:** 02169

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: 50 **Percentage Of Control:** 50

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

First Name: Ronald **Last Name:** Affsa **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 50

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

First Name: Jonathan **Last Name:** Napoli **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jonathan **Last Name:** Napoli **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $25000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Ronald **Last Name:** Affsa **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $75000 **Percentage of Initial Capital:** 75

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jonathan **Last Name:** Napoli **Suffix:**

Marijuana Establishment Name: Northempton Enterprises, Inc. DBA The Hempest **Business Type:** Marijuana Retailer

Marijuana Establishment City: Northampton **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 715 Washington St.

Establishment Address 2:

Establishment City: Quincy **Establishment Zip Code:** 02169

Approximate square footage of the establishment: 1800 **How many abutters does this property have?:** 9

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	13.1_HCA Certification Form.pdf	pdf	61d9fc81ea5b88086e7686b6	01/08/2022
Plan to Remain Compliant with Local Zoning	13.3_Plan to Remain Compliant with Local Zoning.pdf	pdf	61d9fc8e7c2bdd089a1eca37	01/08/2022
Community Outreach Meeting Documentation	13.4_VCO No. of Participants.pdf	pdf	61f1c81bea0b000858e88170	01/26/2022
Community Outreach Meeting Documentation	13.5_Email Record of VCO Video File.pdf	pdf	61f1df6ee95b8c0888813f63	01/26/2022
Community Outreach Meeting Documentation	13.2_Community Outreach Meeting Attestation 04.09.20_Form_COM_Attestation.v.1.24.22.pdf	pdf	61f2b3e87c2bdd089a1f2ae7	01/27/2022

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
Other	14.2_Recovered Souls LTR of Acceptance.pdf	pdf	61f1cb0de95b8c0888813f0d	01/26/2022
Plan for Positive Impact	14.1_Plan for Positive Impact.pdf	pdf	61f1cbb0e95b8c0888813f1b	01/26/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: Jonathan **Last Name:** Napoli **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Ronald **Last Name:** Affsa **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	17.3_Cadella LLC Articles of Organization.pdf	pdf	61da0badea5b88086e7686c8	01/08/2022
Department of Revenue - Certificate of Good standing	17.2_Certificate of Good Standing from the Massachusetts Department of Revenue.pdf	pdf	61e1db0a8d09e508d610f394	01/14/2022
Bylaws	17.4_Operating Agreement of Cadella LLC.pdf	pdf	61f1d6daea0b000858e881ca	01/26/2022
Secretary of Commonwealth - Certificate of Good Standing	17.5_DUA Cert Attestation Ronald Affsa.pdf	pdf	61f1d799e95b8c0888813f53	01/26/2022
Secretary of Commonwealth - Certificate of Good Standing	17.1_Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts.pdf	pdf	61f2dc727c2bdd089a1f2d60	01/27/2022

No documents uploaded

Massachusetts Business Identification Number: 001458222

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	18.3_Plan for Obtaining Liability Insurance.pdf	pdf	61da0d348dbcc3090663491a	01/08/2022
Proposed Timeline	18.2_Proposed Timeline.pdf	pdf	61f2b28ef2351e085f72642d	01/27/2022
Business Plan	18.1_Business Plan.pdf	pdf	61f2dda625efbc089300ef21	01/27/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	19.6_Storage of marijuana.pdf	pdf	61e6d8435099080851f31b12	01/18/2022
Plan for obtaining marijuana or marijuana products	19.1_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	61e6d844e95b8c0888810be3	01/18/2022
Restricting Access to age 21 and older	19.3_Restricting Access to age 21 and older.pdf	pdf	61e6d845ea0b000858e84ef0	01/18/2022
Prevention of diversion	19.5_Prevention of Diversion.pdf	pdf	61e6d84771cb79087958a911	01/18/2022
Transportation of marijuana	19.7_Transportation of Marijuana.pdf	pdf	61e6d868e95b8c0888810be7	01/18/2022
Inventory procedures	19.8_Inventory procedures.pdf	pdf	61e6d869879c73091c811de4	01/18/2022
Quality control and testing	19.9_Quality Control and Testing.pdf	pdf	61e6d86a7c2bdd089a1ef639	01/18/2022
Dispensing procedures	19.10_Dispensing procedures.pdf	pdf	61e6d86bd3dbc608cffa0d40	01/18/2022
Personnel policies including background checks	19.11_Personnel policies including background checks.pdf	pdf	61e6d86d71cb79087958a915	01/18/2022
Record Keeping procedures	19.12_Recordkeeping procedures.pdf	pdf	61e6d88aea0b000858e84ef4	01/18/2022

Maintaining of financial records	19.13_Maintaining of Financial Records.pdf	pdf	61e6d88adc96b108e5513d5a	01/18/2022
Qualifications and training	19.15_Qualifications and Training.pdf	pdf	61e6d88c8dbcc309066373c9	01/18/2022
Energy Compliance Plan	19.16_Energy Compliance Plan.pdf	pdf	61e6d88c71cb79087958a919	01/18/2022
Security plan	19.4_Security Plan.pdf	pdf	61f1d7dfea0b000858e881ce	01/26/2022
Diversity plan	19.14_Diversity Plan.pdf	pdf	61f1ea26f2351e085f7262df	01/26/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

I 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

HOURS OF OPERATION

Monday From: 9:00 AM	**Monday To:** 8:00 PM
Tuesday From: 9:00 AM	**Tuesday To:** 8:00 PM
Wednesday From: 9:00 AM	**Wednesday To:** 8:00 PM
Thursday From: 9:00 AM	**Thursday To:** 8:00 PM
Friday From: 9:00 AM	**Friday To:** 8:00 PM
Saturday From: 9:00 AM	**Saturday To:** 8:00 PM
Sunday From: 10:00 AM	**Sunday To:** 6:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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):

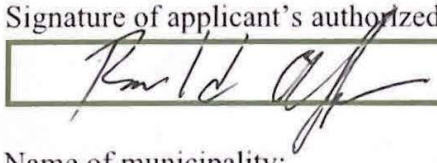
1. Name of applicant:

   Cadella LLC

2. Name of applicant's authorized representative:

   Ronald Affsa

3. Signature of applicant's authorized representative:

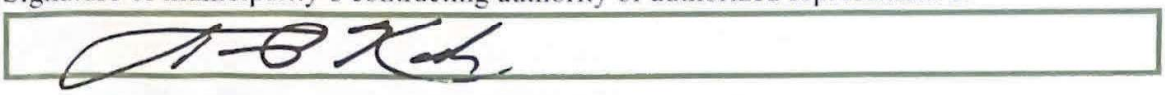
4. Name of municipality:

   Quincy, Massachusetts

5. Name of municipality's contracting authority or authorized representative:

   THOMAS P. KOCH, MAYOR

6. Signature of municipality's contracting authority or authorized representative:



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).)*:

MayorKoch@quincyma.gov

8. Host community agreement execution date:

September 8, 2021

Cadella LLC's Plan to Remain Compliant with Local Zoning in Quincy, Massachusetts

Cadella is familiar with Quincy's Zoning Ordinance, and Specifically "Section 6.11 Marijuana Establishments."

Prior to operations we will obtain a special permit from the Special Permit Granting Authority, the Quincy Zoning Board of Appeals.

We shall maintain compliance with the Ordinance and the Special Permit, that may issue from the Zoning Board of Appeals.

Should we require any variances, we will additionally comply with any conditions of those variances.

We will maintain communication with all Quincy municipal departments that wish to participate in our operation. We will be responsive to any questions or concerns that may be presented by any municipal department, including, but not limited to the Quincy Police Department, Fire Department, Board of Health, and Zoning Enforcement Officer.

Mr. Affsa, one of our founders, has a very strong relationship with the City of Quincy, and shall maintain such a relationship and be responsive to any authorized stakeholder in the City.

A member of our executive team shall provide his cellular phone number to the City of Quincy in case of any concern with our zoning compliance or other aspects of our operation.

CADELLA LLC

VIRTUAL COMMUNITY OUTREACH MEETING NO. OF PARTICIPANTS

MRN284556

Please see the attached zoom report indicating 90 participants at the Virtual Community Outreach meeting.

A Gift From Zoom: Thank you for choosing Zoom to stay connected. For a limited time, save 30% off your first year of Pro. Don't wait - offer ends Friday! **Get Offer (https://zoom.us/billing/campaign?coupon=GBJANPRO30OP&utm_source=op&utm_medium=inproduct&utm_campaign=MtARetention&zcid=5699)**

Join a Live Demo: Join Zoom expert Raul Montes for a grand tour of Zoom's video-first unified communications suite! We'll cover the basics of Zoom Meetings and dive into all the must-know features such as calendar integrations, recording, screen sharing, annotation, and virtual backgrounds. **Register today. (https://zoom.us/webinar/register/weeklylivedemo?utm_source=web&utm_medium=inproduct&utm_campaign=livedemoOP&zcid=4714)**

From: 01/10/2022 To: 01/12/2022 Search

Maximum report duration: 1 Month

Reports show information for meetings that ended at least 15 minutes ago.

By Meetings | By Users | Report Queue

Export as CSV File | Generate details report

Toggle columns

Topic	Meeting ID	User Name	User Email	Department	Group	Has Zoom Rooms?	Creation Time	Start Time	End Time	Duration (Minutes)	Participants	Source
Cadella LLC's Siting of an Ad...	817 2380 1403	Valerio Romano	valerio@vgrlawfirm.com			No	12/20/2021 11:27:21 AM	01/11/2022 05:55:59 PM	01/11/2022 07:18:47 PM	83	90	Zoom

CADELLA LLC'S COMMUNITY OUTREACH VIDEO RECORDING

MRN284556

On January 26th, 2022, in response to the January 21, 2022 RFI, licensing@cccmass.com attention Angelo, was sent a link to the meeting via email because the file size was too large to upload it to the portal or attach it to an email.

From:	Valerio Romano
To:	Licensing (licensing@cccmass.com)
Cc:	ron@cadellaquincy.com; Jon Napoli
Subject:	Cadella LLC"s Community Outreach Video File - MRN284556 - RFI 1-21-22 - Attention Angelo
Date:	Wednesday, January 26, 2022 5:22:00 PM

Hello Licensing,

Please direct this correspondence to Angelo. I am including a link to the Zoom files of LLC's January 11th community outreach meeting. These include the closed caption file, and the chat file of the participants, which shows the great support Cadella has in the community. I attempted to upload the meeting to the portal and it was rejected. I then attempted to email it as an attachment and it was rejected because it was too large. Therefore, here is the link:

https://us06web.zoom.us/rec/share/jC9fnuWtaG7rV8lzqXvWpxNrIqHVa7eIWG-M6Ly_O_MIocNbRlZI6QqhsOW699YN.cP5IkQsHnvVGkTSa

On the link page the Commission can watch the video and at the top right download the video file, the closed caption file, and the chat log file.

All the best,

-Valerio Romano
--
Valerio Romano
VGR Law Firm, LLC
167 Washington St., Suite 31
Norwell, MA 02061
(617) 865-3959
valerio@vgrlawfirm.com
https://www.vgrlawfirm.com/
https://www.linkedin.com/in/valerioromano/
The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) delete the message. Legal advice contained in the preceding message is solely for the VGR Law Firm, LLC client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party. In addition, you should not print, copy, retransmit, disseminate, or otherwise use the information. VGR Law Firm's services related to marijuana are strictly limited to the state where the laws of that state expressly authorize medical and/or adult use marijuana. All activities related to marijuana are illegal under the federal laws of the United States of America and nothing contained herein nor any of our services provided are intended to assist in any way with violation of any applicable law.

DocuSign Envelope ID: AB58CB45-5119-4C64-AE05-CD06AC088769

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): 1/11/2022

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located. (It was held virtually)

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).

DocuSign Envelope ID: AB58CB45-5119-4C64-AE05-CD06AC088769

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

   a. Date of publication: 12/27/21

   b. Name of publication: Patriot Ledger

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: 1/10/22

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

   a. Date notice(s) mailed: 12/21/21

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.

DocuSign Envelope ID: AB58CB45-5119-4C64-AE05-CD06AC088769

Name of applicant:

Cadella LLC

Name of applicant's authorized representative:

Ronald Affsa

Signature of applicant's authorized representative:

DocuSigned by:
Ronald Affsa
C95FBE2162B94F5...

Cadella LLC

Application #: MRN284556

Attachment A to Community Outreach Certification Form

NOTICES

Legals

Finkelstein Estate
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Rd.
Canton, MA 02021
781-830-1200
Docket No. NO21P3101EA

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of:
Mindy Jo Finkelstein
Date of Death:
06/22/2021

To all interested persons: A Petition for **Formal Adjudication of Intestacy and Appointment of Personal Representative** has been filed by: **Joy Farrow of The Villages FL** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The Petitioner requests that: **Joy Farrow of The Villages FL** be appointed as Personal Representative(s) of said estate to serve **Without Surety** on the bond in an **unsupervised administration.**

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 01/26/2022.

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

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual

Legals

Long Estate
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Rd.
Canton, MA 02021
781-830-1200
Docket No. NO21P3087EA
CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of:
Ruth Alicia Long
Date of Death:
6/22/2021

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

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 1/19/2021.

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

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

WITNESS

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Legals

COMMUNITY OUTREACH MEETING 1/11
LEGAL NOTICE
for 1/11/22
NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Please join Cadella, LLC for a Virtual Community Outreach Meeting on January 11th, 2022, at 6:00PM via Zoom. We will share our plan for a proposed Marijuana Establishment. The Adult-Use Marijuana Retailer is anticipated to be located at 715 Washington St., Quincy, MA 02169, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

This meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

In this meeting we will discuss security, community involvement, planning, and general opening information for the proposed facility. There will be an opportunity for the public to ask questions and may also submit questions prior to the meeting to ron@cadellaquincy.com.

A deck will be published at least 24 hours prior to the meeting at https://www.cadellaquincy.com/. Participants will have the opportunity to ask questions.

Join Zoom Meeting:
https://us06web.zoom.us/j/81723801403?pwd=UG1mRHByQXc3b0FFRWd5NDNyVCs2dz09
Meeting ID: 817 2380 1403
Passcode: 310731
Find your local number:
https://us06web.zoom.us/u/kbH45ow4Wy

AD#14001978
PL 12/27/2021

Case No. 21SC2800
LEGAL NOTICE
STATE OF WISCONSIN
CIRCUIT COURT
KENOSHA COUNTY
PUBLICATION SUMMONS

Case No. 21SC2800

TO:

Legals

715 WASHINGTON ST
LEGAL NOTICE
for 1/11/22
NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

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In this meeting we will discuss security, community involvement, planning, and general opening information for the proposed facility. There will be an opportunity for the public to ask questions and may also submit questions prior to the meeting to ron@cadellaquincy.com.

A deck will be published at least 24 hours prior to the meeting at https://www.cadellaquincy.com/. Participants will have the opportunity to ask questions.

Join Zoom Meeting:
https://us06web.zoom.us/j/81723801403?pwd=UG1mRHByQXc3b0FFRWd5NDNyVCs2dz09
Meeting ID: 817 2380 1403
Passcode: 310731
Find your local number:
https://us06web.zoom.us/u/kbH45ow4Wy

AD#14001934 12/27/21

BIDS/ MULLIKEN'S LANDING TRAIL
LEGAL NOTICE
TOWN OF KINGSTON
INVITATION FOR BIDS

The Town of Kingston is seeking sealed bids for the Mulliken's Landing Trail Improvement Project. Bid Documents & Specifications are available

Legals

ZAMAGNI
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO21P3019EA

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Paul Edward Zamagni

Date of Death: 09/22/2021

To all interested persons:

A Petition for **Formal Probate of Will with Appointment of Personal Representative** has been filed by **Charlene A. Leiss** of **Topsfield MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: **Charlene A. Leiss** of **Topsfield MA** be appointed as Personal Representative of said estate to serve **Without Surety** on the bond in **unsupervised administration.**

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 01/12/2022.

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

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed

Legals

BIDS/Maintenance Garage Roof
LEGAL NOTICE
SECTION 000300 – ADVERTISEMENT FOR BID

The Town of Weymouth invites contractors to submit Bid Proposals for a **Maintenance Garage Roof at 89 Middle Street, Weymouth, MA 02189**, in accordance with the documents prepared by McKinnell McKinnell & Taylor Inc., 1001 Hingham Street, Rockland, MA 02370.

The work is estimated to cost $227,200.00

General bidders must be certified by the Division of Capital Asset Management (DCAM) in the following category of work: **Roofing**

All bids for the project are subject to the provisions of M.G.L., Chapter 149, Sections 44A and 44J and to minimum wages as required by M.G.L. C.149 Sections 26 to 27H inclusive.

This project is being Electronically Bid (E-Bid). All bids shall be submitted online at www.Projectdog.com. Tutorials and instructions are available on their website. For assistance, contact Projectdog, Inc. at (978) 499- 9014.

General Bids will be received online until, 2:00 PM, (local legal time) Thursday, January 12, 2022. Hard copy bids will not be accepted by the Awarding Authority.

Bid forms and contract **documents are available online at** www.Projectdog.com **after 11:00 AM on Wednesday, December 29, 2021.** Enter Project Code **847231** in the project locator box and select "Acquire Documents" to download documents or to purchase hard copies. New users to Projectdog.com must first select **Sign Up** to create an online account. Bid Sets may also be viewed at Projectdog plan room.

A Pre-Bid Conference will be held at the Maintenance Garage, 89 Middle Street Weymouth, MA 02189 at 10:00 AM on

Legals

TA/RFP
LEGAL NOTICE
Request for Proposal
Restaurant/Banquet Facility and Bar Concession
At the Widows Walk Golf Course

The Town Administrator of the Town of Scituate, on behalf of the Widows Walk Golf Course, is soliciting responses from interested parties for the disposition, by lease, of the restaurant and bar concession at the Widows Walk Golf Course. The space for lease consists of 3,861 square feet including a kitchen, bar, 2 restrooms, dining (banquet) room, office area, and 750 square feet of patio space outside. The large banquet room and adjoining patio provides a spacious area for year round functions with panoramic views of the course and the North River and easy access to Route 3, Route 3A and the Greenbush commuter rail line. It is strategically located off Route 3A in Scituate, MA and adjacent to the Greenbush commuter rail station. A sixty month (60) month lease is being offered, from March 1, 2022 through February 28, 2027.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Proposal documents are available on the Town of Scituate website, www.scituatema.gov. Responses are due on January 18, 2022 at 2:00 p.m. in the Town Administrator's Office, 600 Chief Justice Cushing Hwy, Scituate, MA 02066. The lease site may be viewed by appointment with the Golf Course Director (781-544-0032).

An award will be made within approximately 30 days. Contact Telephone (781) 545-8741 or FAX (781) 545-8704. All responses must be received in a sealed envelope properly marked prior to the deadline.

The Town Administrator reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

James M. Boudreau
Town Administrator

Legals

Clapp Estate
Commonwealth of Massachusetts
The Trial Court
Plymouth Probate and Family Court
Docket No.
PL89P1730-WF1
CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of:
Robert Clapp

Date of Death:
10/04/1989

To all interested persons: A Petition for **S/A Formal Probate of Will** has been filed by: **Michael F Loring of Scituate MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 1/13/2022.

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

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

WITNESS,
Hon. Edward G Boyle,
First Justice of this Court.

Date:

December 13, 2021

Matthew J. McDonough
Register of Probate

14002590 PL 12/27/2021

Miscellaneous for Sale

4 PIECE DRUM

DocuSign Envelope ID: AB58CB45-5119-4C64-AE05-CD06AC088769

Cadella LLC

Application #: MRN284556

Attachment B to Community Outreach Certification Form

DocuSign Envelope ID: AB58CB45-5119-4C64-AE05-CD06AC088769

VGR
Law Firm, LLC

January 10, 2022

Via Hand Delivery

To:
Clerk for the City of Quincy
1259 Hancock St.
Quincy, MA 02169

RE: Notice of Community Outreach Meeting for Cadella LLC

To the City of Quincy,

Pursuant to 935 CMR 500.101(1)(a)(9)(b) and on behalf of Cadella LLC, please see the attached notice for a Community Outreach Meeting for the siting of a marijuana retailer at 715 Washington St., Quincy, MA 02169. Please do not hesitate to contact me on my cellular phone (617) 866-7315 with any questions, comments, or concerns. All the best,

Valerio Romano
Attorney for Cadella LLC

2022 JAN 10 AM 8:41
CITY CLERKS OFFICE
QUINCY, MASS 02169

PHONE
(617) 865-3959

EMAIL
contact@vgrlawfirm.com

ADDRESS
167 Washington St., Suite 31
Norwell, MA 02061

WEBSITE
www.vgrlawfirm.com

Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 l800-624-7355 phone l 781-961-3045 fax

---

Order Number: CN14001934
Salesperson: Deborah Dillon

Isabella Gabriele
VGR Law Firm, LLC
167 Washington St.
Norwell, MA 02061

Title:	**Patriot Ledger**	**Class:**	**ANE Legals**
Start date:	**12/27/2021**	**Stop date:**	**12/27/2021**
Insertions:	**1**	**#Lines:**	**97 ag**
Price:	**$348.23**		

715 WASHINGTON ST

LEGAL NOTICE
for 1/11/22
NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Please join Cadella, LLC for a Virtual Community Outreach Meeting on January 11th, 2022, at 6:00PM via Zoom. We will share our plan for a proposed Marijuana Establishment. The Adult-Use Marijuana Retailer is anticipated to be located at 715 Washington St., Quincy, MA 02169, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

This meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

In this meeting we will discuss security, community involvement, planning, and general opening information for the proposed facility. There will be an opportunity for the public to ask questions and may also submit questions prior to the meeting to ron@cadellaquincy.com.

A deck will be published at least 24 hours prior to the meeting at https://www.cadellaquincy.com/. Participants will have the opportunity to ask questions.

Join Zoom Meeting:
https://us06web.zoom.us/j/81723801403?pwd=UG1mRHByQXc3b0FFRWd5NDNyVCs2dz09
Meeting ID: 817 2380 1403 Passcode: 310731
Find your local number: https://us06web.zoom.us/u/kbH45ow4Wy

AD#14001934 12/27/21

Cadella LLC

Application #: MRN284556

Attachment C to Community Outreach Certification Form

January 26, 2022

Under the pains and penalties of perjury, I, Isabella Gabriele, state the following:

1. My address is 55 M Street NE, Apt #1105, Washington, DC 20002;
2. I work for VGR Law Firm, LLC;
3. Cadella LLC is our client;
4. On December 21, 2021, I mailed, via the United States Postal Service, the Notice attached to this affidavit as Exhibit A to each abutter on the abutters list. The abutters list is attached to this affidavit as Exhibit B;
5. The abutters list attached as Exhibit B was ordered from and provided by the City of Quincy as a Certified abutters list of all abutters within 300 feet of 715 Washington St., Quincy, MA 02169;
6. The mailing receipts attached to this affidavit as Exhibit C, are the receipts provided by the USPS for those mailings.

Signed,



Isabella Gabriele

EXHIBIT A

NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Please join Cadella, LLC. for a Virtual Community Outreach Meeting as we share our plan for a proposed Marijuana Establishment scheduled for January, 11th, 2022, at 6:00PM via Zoom. The Adult-Use Marijuana Retailer is anticipated to be located at 715 Washington St., Quincy, MA 02169, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

This meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

In this meeting we will discuss security, community involvement and planning and general opening information for the proposed facility. There will be an opportunity for the public to ask questions and may also submit questions prior to the meeting to ron@cadellaquincy.com.

This Virtual Community Outreach Meeting can be attended with the following information:

Cadella LLC is inviting you to a scheduled Zoom meeting.

Topic: Cadella LLC's Siting of an Adult-Use Retail Marijuana Establishment
Time: Jan 11, 2022, 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/81723801403?pwd=UG1mRHByQXc3b0FFRWd5NDNyVCs2dz09

Meeting ID: 817 2380 1403
Passcode: 310731
One tap mobile
+19294362866,,81723801403# US (New York)
+13017158592,,81723801403# US (Washington DC)

Dial by your location
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Meeting ID: 817 2380 1403
Find your local number: https://us06web.zoom.us/u/kbH45ow4Wy

EXHIBIT B

ID	Site Address	Owner Name	Owner Address	Owner City
	708 WASHINGTON ST	DEAN MARIA TR	219 PERKINS AVE	BROCKTON
	13 DEE RD	CLARK DANIEL J	13 DEE ROAD	QUINCY
	740-760 WASHINGTON ST	TWIN RIVERS TECHNOLOGIES	780 WASHINGTON ST	QUINCY
	583 SOUTH ST	QUINCY MARITIME PARK LLC	PO BOX 11	QUINCY
	721-723 WASHINGTON ST	MAZZINI LOUIS TREE 721-723	723 WASHINGTON ST	QUINCY
	749 WASHINGTON ST	TWIN RIVERS TECHNOLOGIES	780 WASHINGTON ST	QUINCY
	555 SOUTH ST	QUINCY SHIPYARD LLC	549 SOUTH ST	QUINCY
	683 WASHINGTON ST	FORE RIVER RECYCLING LLC	549 SOUTH ST	QUINCY
	693 WASHINGTON ST	QUINCY MARITIME PARK, LLC	PO BOX 11	QUINCY

EXHIBIT C

UNITED STATES POSTAL SERVICE.

UNION STATION
50 MASSACHUSETTS AVE NE
WASHINGTON, DC 20002-9995
(800)275-8777

12/21/2021 02:57 PM

Product	Qty	Unit Price	Price
Priority Mail® 2-Day 1 Window FR Env Quincy, MA 02169 Flat Rate Expected Delivery Date Fri 12/24/2021 Tracking #: 9505 5114 5537 1355 7729 98			$8.70
Insurance Up to $50.00 included			$0.00
Total			$8.70
Priority Mail® 2-Day 1 Window FR Env Brockton, MA 02302 Flat Rate Expected Delivery Date Fri 12/24/2021 Tracking #: 9505 5114 5537 1355 7730 01			$8.70
Insurance Up to $50.00 included			$0.00
Total			$8.70
Priority Mail® 2-Day 1 Window FR Env Quincy, MA 02170 Flat Rate Expected Delivery Date Fri 12/24/2021 Tracking #: 9505 5114 5537 1355 7730 18			$8.70
Insurance Up to $50.00 included			$0.00
Total			$8.70
Priority Mail® 2-Day 1 Window FR Env Quincy, MA 02169 Flat Rate Expected Delivery Date Fri 12/24/2021 Tracking #: 9505 5114 5537 1355 7730 25			$8.70
Insurance Up to $50.00 included			$0.00
Total			$8.70
Priority Mail® 2-Day 1 Window FR Env			

Flat Rate
Expected Delivery Date
Fri 12/24/2021
Tracking #:
9505 5114 5537 1355 7730 25
Insurance $0.00
Up to $50.00 included
Total $8.70

Priority Mail® 2-Day 1 $8.70
Window FR Env
Quincy, MA 02169
Flat Rate
Expected Delivery Date
Fri 12/24/2021
Tracking #:
9505 5114 5537 1355 7730 32
Insurance $0.00
Up to $50.00 included
Total $8.70

Priority Mail® 2-Day 1 $8.70
Window FR Env
Quincy, MA 02169
Flat Rate
Expected Delivery Date
Fri 12/24/2021
Tracking #:
9505 5114 5537 1355 7730 49
Insurance $0.00
Up to $50.00 included
Total $8.70

Priority Mail® 2-Day 1 $8.70
Window FR Env
Quincy, MA 02170
Flat Rate
Expected Delivery Date
Fri 12/24/2021
Tracking #:
9505 5114 5537 1355 7730 56
Insurance $0.00
Up to $50.00 included
Total $8.70

Priority Mail® 2-Day 1 $8.70
Window FR Env
Quincy, MA 02169
Flat Rate
Expected Delivery Date
Fri 12/24/2021
Tracking #:
9505 5114 5537 1355 7730 63
Insurance $0.00
Up to $50.00 included
Total $8.70

Priority Mail® 2-Day 1 $8.70
Window FR Env
Quincy, MA 02169
Flat Rate
Expected Delivery Date
Fri 12/24/2021
Tracking #:
9505 5114 5537 1355 7730 70
Insurance $0.00
Up to $50.00 included
Total $8.70

Grand Total: $78.30

Credit Card Remitted $78.30
Card Name: Discover
Account #: XXXXXXXXXXXX1831
Approval #: 02152R
Transaction #: 373
AID: A0000001523010 Chip
AL: Discover
PIN: Not Required

****

USPS is experiencing unprecedented volume increases and limited employee availability due to the

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Cadella LLC ("Cadella") is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Cadella has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goals/programs to positively impact Quincy, MA and other areas of disproportionate impact that Cadella's employees may find compelling.

Cadella has identified Recovered Souls Foundation ("RSF") in Quincy, Massachusetts to provide charitable contributions, and has offered to provide volunteer hours to RSF, and they have accepted when COVID restrictions are lifted to engage with us in providing these volunteer hours.

But as importantly as RSF, we want our employees to feel connected to the place in which they provide hours of service, even though we are paying them for such hours of service. Therefore, we will request that our employees bring to us additional places where they will provide hours of service.

Goals

In order for Cadella to positively impact areas of disproportionate impact, Cadella has established the following goals for MONETARY CONTRIBUTIONS and VOLUNTEER HOURS:

1. Contribute MONATARILY to Recovered Souls Foundation ("RSF") in Quincy, Massachusetts in the amount of $5,000 per year beginning at the time Cadella makes its first sale.
2. Provide VOLUNTEER HOURS to charitable organization in areas of disproportionate impact throughout Massachusetts. We will encourage 100% of our employees to take advantage of the opportunity to provide service to charitable organizations in areas of disproportionate while being paid by Cadella.

Programs

Cadella has developed specific programs to effectuate its stated goals to positively impact the Quincy, MA. Such programs will include the following:

1. Make a MONETARY DONATION of $5,000 annually after first sale, to RSF.
2. Provide 2 paid days per year for employees to provide VOLUNTEER HOURS at RSF, or other charitable organization that the employee feels compelled to provide such assistance. Cadella will ascertain ahead of time at each of those additional organizations

whether they are willing to accept such participation from Cadella's employees. We will encourage 100% of our employees to take advantage of the opportunity to provide service to charitable organizations in areas of disproportionate while being paid by Cadella.

Measurements

We will ask RSF how our contributions may have helped and record their responses. We will conduct annual internal surveys of employees and track where and how much time they spent volunteering with various organizations that they find fulfilling in areas of disproportionate impact.

The Cadella CCC Compliance Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Cadella continues to meet its commitments.

We will maintain a record of employee name, location volunteered, hours spent volunteering, and task(s) performed when performing such volunteering.

Beginning upon receipt of Cadella's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Cadella will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The CCC Compliance Officer will review and evaluate Cadella's measurable outcomes no less than semi-annually to ensure that Cadella is meeting its commitments. Cadella is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, Cadella intends to donate to RSF and acknowledges that RSF has been contacted and will receive the donation described herein.
- Cadella will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Cadella will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

DocuSign Envelope ID: FEA936BB-1CF2-4F17-A7A5-DA3B157EF973

Donor Agreement
Memorandum of Understanding

Donor Agreement between Cadella LLC and The Recovered Souls Foundation

Recovered Souls is a charitable foundation established to support individuals in recovery from substance addiction and remove barriers that interfere with maintaining sobriety and achieving personal and professional well-being.

Recovered Souls is a 501(c)(3) Tax ID: **822781328**

A donation from Cadella LLC, a proposed cannabis retailer in Quincy, MA, will support the Recovered Souls Mission.

Recovered Souls works closely with individuals to ensure they properly navigate processes and procedures and provide access to programs or services that will allow them to focus on their recovery and continued success.

Awards to applicants funded by the donor's **$5000.00** annual donation, and Cadella LLC volunteer engagement will support the following criteria and services:

Recipients of services, scholarships, or any type of funding must follow the Recovered Souls application, review, and approval processes. Acceptable services include the following:

- Transportation to a rehabilitation facility, public transportation vouchers for work or education purposes
- Housing Allowance
- Food Insecurity Support
- Access to career exploration, skill-training, college admissions counseling, and scholarship
- Additional services identified by the Executive Director of Recovered Souls support individuals as stated by The Recovered Souls mission statement and approved by the donor.

Donor Signature:

DocuSigned by:
C95FBE2162B94F5...
_____ Date: _____

Recovered Souls Representative:

Tina M. Cahill _____ Date: 1/12/2022

Recovered Souls Foundation
Business Address: 1400 Hancock St., Quincy, MA 02169
Mailing Address: PO BOX 69043, Quincy, MA 02269
info@recoveredsouls.org / 617-302-8197

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: 001458222

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

2a. Location of its principal office:
No. and Street: 85 QUINCY AVE SUITE4
City or Town: QUINCY State: MA Zip: 02169 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 85 QUINCY AVE SUITE4
City or Town: QUINCY State: MA Zip: 02169 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
APPLYING FOR A LICENCE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: RONALD AFFSA
No. and Street: 69 MYOPIA RD
City or Town: QUINCY State: MA Zip: 02169 Country: USA

I, RONALD AFFSA 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	RONALD AFFSA	85 QUINCY AVE QUINCY, MA 02169 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

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	RONALD AFFSA	85 QUINCY AVE QUINCY, MA 02169 UNI

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of September, 2020,
RONALD AFFSA

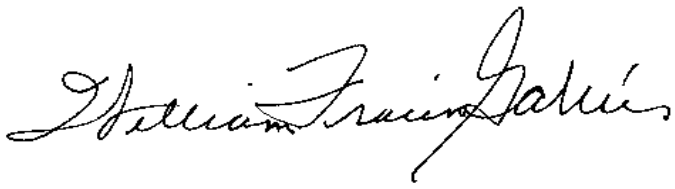
(The certificate must be signed by the person forming the LLC.)

© 2001 - 2020 Commonwealth of Massachusetts
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

September 10, 2020 08:40 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1382902464
Notice Date: January 6, 2022
Case ID: 0-001-395-067

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000019

CADELLA LLC
715 WASHINGTON ST BLDG QUINCY
QUINCY MA 02169-7330

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CADELLA 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

Edward W. Coyle, Jr., Chief
Collections Bureau

DocuSign Envelope ID: 77F53BC3-F105-42EB-8AF3-572D1F23B988

OPERATING AGREEEMNT
FOR
CADELLA LLC, A MASSACHUSETTS
LIMITED LIABILITY COMPANY

This Operating Agreement (this "Agreement") of Cadella LLC, a Massachusetts limited liability company (the "Company"), effective as of January 14, 2022 (the "Effective Date"), is entered into by the Company and its Members set forth on the signature page hereto (each a "Member" and collectively, the "Members").

WHEREAS, the Company was formed as a limited liability company on September 10, 2020 by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C, as may be amended from time to time (the "Act"); and

WHEREAS, the Members are applying for and intend to operate a Marijuana Establishment in the City of Quincy, MA; and

WHEREAS, the Members agree that the Membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Members and the Company agree as follows:

Section 1 **Name.** The name of the Company is and shall be Cadella LLC.

Section 2 **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all necessary or incidental activities, including but not limited to applying for and operating Marijuana Establishments as may be allowed by the laws of the Commonwealth of Massachusetts and the City of Quincy, Massachusetts.

Section 3 **Principal Office and Registered Agent for Service of Process**.

(a) Principal Office. The location of the principal office of the Company shall be located at such place as may from time to time be determined by the Members.

(b) Registered Agent and Office. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Articles of Organization. The Company may change the registered agent and or office at any time by filing a statement with the Secretary of Commonwealth of Massachusetts, inthe manner provided by law.

Section 4 **Members.**

(a) Members. The Members own the membership interest (the "Units") and percentage of interests in the Companyas set forth in Schedule A.

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(b) Additional Members. One or more additional Members may be admitted to the Company with the consent of the Members pursuant to Section 5. Prior to the admission of any such additional Members to the Company, the Members shall amend this Agreement and Schedule A to make such changes as the Members shall determine to reflect the fact that the Company shall have such additional Members. Each additional Members shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Certificates. The Company will not issue any certificates to evidence ownership of the Membership interests.

Section 5 Management.

(a) Authority; Powers and Duties of the Members. Subject to the limitations set forth herein, the business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Members. Pursuant to Section 5(b) and (c), the Members shall have the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may in their discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

(b) Approval of Actions; Ability to Bind. Subject to Section 5(c), the approval of the Members, by Majority Vote (defined below), unless otherwise required by the Act, or the Articles shall be required for all decisions. Once an action has been approved in accordance herewith, the Members shall appoint one (1) Member to execute such action.

(c) Actions Requiring a Unanimous Vote of the Members. Without the unanimous vote of the Members, the Company or any Members, on behalf of the Company, shall not, and shall not enter into any commitment to amend, modify, waive, or terminate any provision of this Agreement.

(d) Members at the Time of Entering this Operating Agreement. Currently there are two Members, and they agree that any decisions made by the Company shall be agreed upon by both Members.

Section 6 Meetings and Voting.

(a) Calling the Meeting. Meetings of Members shall be held from time to time as may be necessary or appropriate. Meetings of the Members may be called at any time by Majority Vote. The Members may hold meetings at the Company's principal office or at such other place as the Members(s) calling the meeting may designate in the notice for such meeting, including telephonically or virtually.

(b) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than five (5) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Members calling the meeting, as the case may be. Notice may be waived, in writing, before, at or after any meeting. Attendance of a Members at any meeting without protesting the lack of notice thereof, prior to the end of such meeting, shall be deemed a waiver of notice by such Members.

(c) Quorum. A quorum of any meeting of the Members shall require the presence of

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the majority of Members. No action at any meeting may be taken by the Members without: (i) a quorum present; and (ii) the affirmative vote of Members holding not less than the minimum number of votes that would be necessary to authorize or take such action.

(d) Participation. Any Members may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) Voting. Except as otherwise provided by Section 5(c), or as otherwise required by the Act, each Member shall be entitled to one vote on all matters upon which the Members have the right to vote under this Agreement.

(f) Vote by Proxy. On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by the Act. Every proxy shall be revocable in the discretion of the Members executing it unless otherwise provided in such proxy; *provided, however*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(g) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the applicable notice and can include business to be conducted by Members; *provided, however*, that the Members shall have been notified of the meeting in accordance with Section 6(b).

(h) Action Without Meeting. Notwithstanding the other provisions of this Section 6, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by electronic transmission, by Members holding not less than the minimum number of votes that would be necessary to authorize or take such action. A record shall be maintained by the Company of each such action taken by written consent of Members. Prompt notice of the taking of an action by less than unanimous written consent shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

Section 7 Liability of Members; Indemnification.

(a) Liability of Members. Except as otherwise required in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Members or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, each of the Members (irrespective of the capacity in which it acts) shall each be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claimor expense (including attorneys' fees) whatsoever incurred by such Members relatingto or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by such Members on behalf of the Company; *provided, however*, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets or insurance purchased by the Company, only,

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and neither the Members nor any other person shall have any personal liability on account thereof.

Section 8 Transfers

(a) Unless otherwise provided for in the Act or set forth in Section 8(b), no Member may transfer Units without the prior written unanimous consent of the Members.

(b) Permitted Transfers. The provisions of Section 8(a) shall not apply to a transfer by any Members of any of its Units with respect to any Member's transfer, to: (i) such Members' spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "Family Members"); (ii) a trust under which the distribution of Units may be made only to such Members and/or any Family Members of such Members; (iii) a charitable remainder trust, the income from which will be paid to such Members during his life; (iv) a corporation, partnership or limited liability company, the stockholders, partners or Members of which are only such Members and/or Family Members of such Members; or (v) by will or by the laws of intestate succession, to such Members' executors, administrators, testamentary trustees, legatees or beneficiaries; *provided*, *however*, that any Member who Transfers Units shall remain bound by the provisions of Section 13(a). Any transfer must be approved by the Cannabis Control Commission if such transfer is governed by the Regulations for the cannabis industry in Massachusetts, particularly 935 CMR 500.000, and if that transfer is of 10% or more of the Company.

Section 9 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

Section 10 Tax Status.

(a) Tax Status. It is the intention of the Company and the Members, that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Members shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deduction. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Members.

Section 11 Distributions. Distributions shall be made to the Members pursuant to the Distribution Agreement.

Section 12 Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first occurrence of the following: (i) the unanimous written consent of the Members; or (ii) any other event or circumstancegiving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to

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wind up its affairs and the Members shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Members under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied first, to creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and

(d) Upon the completion of the winding up of the Company, the Members shall file Articles of Dissolution in accordance with the Act.

(e) The Members agree that products containing cannabis and the license(s) for the operation of Marijuana Establishments in Massachusetts that may be held by the Company shall not be available to wind up the debts and outstanding obligations of the Company without prior approval of the Cannabis Control Commission.

Section 13 Miscellaneous.

(a) Confidentiality. To the extent permitted by law and the obligations of the Members to apply for and operate licenses for Marijuana Establishments in the Commonwealth of Massachusetts, each Member shall keep the terms, condition, obligations, and existence of this Agreement confidential.

(b) Amendments. Amendments to this Agreement may be made only with the unanimous writtenconsent of the Members.

(c) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

(d) Severability. In the event that any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

COMPANY:

Cadella LLC, a Massachusetts Limited Liability Company

DocuSigned by:
Ronald Affsa
C95EBE2162B94E5...

Ronald Affsa, Member

DocuSigned by:
Jon Napoli
874FB4BF4733442...

Jonathan Napoli, Member

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Schedule A

MEMBERS SCHEDULE

Members Name and Address	**CommonUnits**	**Percentage Interest**
Ronald Affsa 69 Myopia Rd. Quincy, MA 02169	5,000	50
Jonathan Napoli 9 Spruce Lane Sudbury, MA 01776	5,000	50
Total:	10,000	100%

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CADELLA LLC

MASSACHUSETTS BUSINESS INFORMATION

(DEPARTMENT OF UNEMPLOYMENT ASSISTANCE-GOOD STANDING)

MRN284556

Date: January 26, 2022

I, Ronald Affsa, with an address of 69 Myopia Rd., Quincy, MA 02169, a Member of Cadella LLC, exercising direct control over Cadella LLC, hereby attest that Cadella LLC cannot obtain a Certificate of Good Standing from the Department of Unemployment Assistance, because Cadella LLC does not yet have employees.

Signed under the pains and penalties of perjury,

DocuSigned by:
Ronald Affsa
C95EBE2162B94E5...

Ronald Affsa

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 21, 2022

TO WHOM IT MAY CONCERN:

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

CADELLA LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 10, 2020.**

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:
RONALD AFFSA

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RONALD AFFSA, JONATHAN NAPOLI**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:TAA

Cadella LLC's Plan for Obtaining Liability Insurance

Cadella LLC plans to contract with an insurance provider to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually and product liability coverage for no less than $1,000,000 per occurrence & $2,000,000 in aggregate annually. The policy deductible will be no higher than $5,000 per occurrence. Cadella will consider additional coverage based on availability & cost-benefit analysis.

Cadella, LLC.

Business Plan

January, 10th 2022

Table of Contents

EXECUTIVE SUMMARY **3**

COMPANY DESCRIPTION **5**

MARKET RESEARCH **9**

PRODUCT / SERVICE **10**

MARKETING & SALES **11**

FINANCIAL PROJECTIONS **13**

TEAM **14**

1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Cadella LLC ("**Cadella**") is a Marijuana Establishment ("**ME**") committed to creating a safe and clean community environment that provides consistent, highquality cannabis to consumers who are 21 years of age or older.

The mission of Cadella is to bring safe, healthy cannabis products to the marketplace and educate the population on the benefits of moderate consumption.

1.2 License Type

Cadella Enterprises, Inc is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**CCC**") to operate a Marijuana Retailer in Quincy, Massachusetts. Cadella may also apply for a Certificate of Registration from the CCC to be a medical retailer if the vertical integration requirement is resolved.

1.3 Product

Cadella will offer a full menu of cannabis flower, oils, edibles and topical products that will all meet the guidelines and standards as set forth by the State and municipality. The menu will offer customers different ratios THC:CBD that are accurate and consistent. All products will be third party lab tested as required by statute, and will be compliant with the guidelines andregulations set forth by CCC.

In addition to traditional sativa, indica, and hybrid cannabis flower, Cadella will offer a wide range of products and services that will allow Cadella to serve customers with a widevariety of needs. Products Cadella intends to offer include, but will not be limited to:

1. Concentrates
2. Topical salves
3. Creams/lotions
4. Patches
5. Oral mucosal/sublingual dissolving tablets
6. Tinctures
7. Sprays
8. Inhalation ready to use c02 extracted hash oils
9. Pre-dosed oil vaporizers
10. Ingestion capsules
11. Food/beverages

1.4 Customers

Cadella's target customers include adults 21 years of age and older.

1.5 What Drives Us

We want to use cannabis and hemp to help create a healthier population and planet. We believe

cannabis to be one of the safest most therapeutically active substances on earth. Hemp seed is one of the most nutritionally complete food sources on earth. We want to educate the population on the benefits of this whole plant and not just the marijuana part. We are driven by the crisis of climate change and the current environmental breakdown occurring on our planet. We want to help create a healthier world for our children by using hemp and cannabis to their full potential. We are dedicated to reducing our impact and using recyclable packaging.

1.6 Goals

Cadella's goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Cadella's operations withintheir communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Cadella and the cannabis industryas a whole;
6. Having a diverse and socially representative pool of employees;
7. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts; and
9. Creating branded marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Cadella is a Massachusetts limited liability company interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a ME in the Commonwealth.

Cadella will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

Cadella will be located in Quincy, MA and has leased a facility at 715 Washington St., Quincy, MA 02169.

The facility is well positioned and matches the ideal picture of a community dispensary store.

The facility encompasses a total of 1,800 square feet, with approximately 1,000 square feet dedicated exclusively to retail operations.

Cadella will establish inventory controls and procedures for reviewing comprehensive inventories of finished and stored marijuana and marijuana products; conduct a monthly inventory of finished and stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Cadella will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Cadella will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Cadella will 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than $5,000 per occurrence.

Cadella will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Cadella will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application forlicensure.

Prior to commencing operations, Cadella will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Cadella.

Cadella and Cadella's agents will comply with all local rules, regulations, ordinances, and bylaws.

We have achieved:

1. Host Community Agreement
2. Successful Community Outreach Meeting
3. Executed Lease

2.3 Security

We have secured a bank account in Massachusetts and will NOT be operating as cash only. All cash and product will be stored in a secure and monitored vault accessible only by management. Cash will be cleared from vault and deposited daily.

Cadella will contract with Platinum NH security and alarm company to design, implement,and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Cadella's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Quincy Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Cadella's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Cadella will maintain a current list of individuals with access.

On-site consumption of marijuana by Cadella's employees and visitors will be prohibited.

Cadella will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Cadella looks forward to working cooperatively with the City of Quincy to ensure that Cadella operates as a responsible, contributing member of the Quincy community. Cadella anticipates establishing a mutually beneficial relationship with the City in exchange for permitting Cadella to site and operate in Quincy. The City stands to benefit in various ways, including but not limited to the following:

- Jobs:
  - A retail facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
  - Our employees will be paid a minimum of $15 an hour with benefits.
- Monetary Benefits:
  - A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- Access to Quality Product:
  - Cadella will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
- Control:
  - In addition to the Commission, the Quincy Police Department and other municipal departments will have oversight over Cadella's security systems and processes.
- Responsibility:
  - Cadella is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development:
  - Cadella's renovation of 715 Washington St. will contribute to the overall economic development of the local community.

3. MARKET RESEARCH

3.1 Industry

Cadella's proposed location is located in Quincy, MA. Surrounding areas include Milton, Weymouth, Braintree, and the greater Boston area.

3.2 Customers

In Massachusetts, sales reached $696 million dollars in 2020 and increased over $1 billion in 2021, with projections continuing to increase in 2022, according to the Marijuana Policy Project.

3.3 Competitors

Cadella would be the first cannabis retailer in the City of Quincy, and as such there are no close competitors.

3.4 Competitive Advantage

In every business, there is competition. However, the retail cannabis industry is known to be highly competitive. Cadella possesses several strengths which will separate Cadella from the competition. The industry is rapidly growing, and customers are scrutinizing the qualityof cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

Cadella's competitive advantages over their competition are that we understand the market and know our customers. They trust and rely on our expertise. Our location is also superior to many others with our access to parking and the amount of drive-by traffic we have.

3.5 Regulations

Cadella is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Cadella will be registered to do business in the Commonwealth as a limited liability company. Cadella will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Cadella will apply for all state and local permits and approvals required to renovate and operate the facility.

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

4. PRODUCT / SERVICE

4.1 Product & Service

The hours of the retailer are to be set by the Special Permit Granting Authority of the City. IDs will be checked atthe door by an experienced security person using Real ID verification equipment. No one under 21 will be allowed into the facility. After being checked in, customers will be guided to the retailarea and given menus to review before purchase. All products will be sold in child proof compliant packaging. We will seek out companies that have recyclable or biodegradable packaging to ease our impact on environment. After purchase customers will leave with products in a compliant exit bag through a separate secure exit. Any returned products will be disposed of in compliance with CCC regulations.

We have reached agreements with several cultivators and manufacturers to carry their products at our retail store. Jon Napoli has an application in for a cultivation and manufacturing license with a separate team in centrally located Leicester, Massachusetts.

Our core product as a retail license holder will be marijuana, which will come in a variety of strains and product types.

4.2 Pricing Structure

Cadella's pricing structure will vary based on market conditions. Cadella plans to sellproducts of superior quality and will price its products accordingly.

5. MARKETING & SALES

5.1 Growth Strategy

Cadella's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience;
5. A caring and thoughtful staff made of consummate professionals; and
6. Ongoing community outreach programs.

Cadella plans to seek additional, appropriate locations in the surrounding area to expand its business and reach an increased number of customers in the future.

5.2 Communication

Cadella will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Cadella will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, andthere may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Cadella will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discover networks such as WeedMaps and Leafly;
4. Should it be allowed, on popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Cadella will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

5.3 Sales

Cadella will sell its products and service by engaging customers with knowledgeable in-store personnel.

Cadella will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Cadella will market its products and services to reach a wide range of qualified consumers.

Cadella will ensure that all marijuana products that are provided for sale to consumers aresold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayedfor consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Cadella will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

Cadella will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo will be discreet, unassuming, and will not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

6. FINANCIAL PROJECTIONS

	FIRST FULL FISCAL YEAR PROJECTIONS 2023	SECOND FULL FISCAL YEAR PROJECTIONS 2024	THIRD FULL FISCAL YEAR PROJECTIONS 2025
Projected Revenue	2,100,000	2,310,000	2,550,000
Projected Expenses	1,570,140	1,786,800	1,952,360
Net pretax	529,860	523,200	597,640
Number of Customers	2400	2567	2833
Number of Customer Visits	28000	30800	34000
Estimated purchase per visit	$75.00	$75.00	$75.00
Projected % of growth rate annually	N/A	7.00%	10.30%
Total FTE in staffing	12	14	16

6.1 Financial Assumptions

The construction and modifications to the existing location that Cadella is seeking to locate in Quincy will cost approximately $750,000.

7. TEAM

Ron Affsa is an experienced small business owner and life-long, and extremely active member of the community in Quincy, Massachusetts. Ron has owned and operated Hairplace One, and high-end hair salon in Quincy, for over 30 years. Currently he oversees a staff of 20 stylists, provides creative and technical guidance to his stylists, and manages all aspects of salon operations, including, but not limited to negotiating wholesale agreements, developing marketing and promotional strategies, and financial management. Ron has consistently used the Salon to give back to the community via donations to local charities and direct support (such as providing free haircuts and supporting fundraisers). He has also served the Quincy community by serving on the Quarry Hill Advisory Board [1999-2003], and the Quincy Historical Commission [2009-Present].

Ron, along with his wife, Laura (also a lifeline Massachusetts resident) raised their son in Quincy.

Jonathan Napoli has been involved in the cannabis industry since 1995 when he founded The Hempest, Inc., a manufacturing and retail company based in Boston specializing in the production of apparel and accessories made from hemp. The Hempest grew to have several locations in Massachusetts and the Northampton location was successfully converted to an adult use dispensary in 2021. Napoli also founded The Boston Gardener, a retail gardening center in Boston, in 2009. Through these businesses Napoli educated the general public about the value of the cannabis plant and successfully worked with Marijuana Policy Project to get the legalization question on the ballot in 2016.

Mr. Napoli has consulted for several Massachusetts license holders and has been a registered state cannabis agent since 2014. Napoli has 4 children with his wife Kim and is a life long resident of Massachusetts.

Director of Security, Frank Glasheen. Frank is a highly accomplished and decorated Massachusetts Law Enforcement Professional. Over his 35+ year career with the Massachusetts State Police, Frank served the state in numerous high-pressure roles, with a particular focus on narcotics. Highlights of Frank's work include serving the Bureau of Investigative Services as a detective focused on organized crime, working in an undercover capacity investigating and infiltrating illegal drug organizations, serving as a DEA task force agent working to dismantle major drug cartels, and, but not limited to, serving on the US Customs and Smuggling unit.

8. FINAL REMARKS

Cadella has the experience and know-how to safely and efficiently serve customers and patients with high quality, consistent, laboratory-tested cannabis and derivatives. Cadella hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. To accomplish this, Cadella will leverage and expand its existing infrastructure and relationships. Furthermore, Cadella will utilize sufficient protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Cadella's state-of-the-art securitysystems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from $106 million in 2017 to $457 millions in 2018, and eventually to $1.4 billion in 2025. Cadella is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high-quality standard operating procedures, research and development plans, and growth strategies. In doing so, Cadella looks forward to working cooperatively with the City of Quincy to help spread the benefits this market will yield.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8), Cadella LLC ("Cadella") will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Cadella agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), Cadella will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Cadella will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Cadella will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(7), any marketing, advertising and branding materials for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.**" Pursuant to 935 CMR 500.105(6)(b), Cadella packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Cadella's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Cadella LLC ("Cadella") will comply with the following sanitary requirements:

1. Any Cadella agent whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored incompliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Cadella agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:

a. Maintaining adequate personal cleanliness; and
b. Washing hands thoroughly in an adequate hand-washing area before startingwork, and at any other time when hands may have become soiled or contaminated.

3. Cadella's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will belocated in Cadella's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Cadella's facility will have sufficient space for placement of equipment and storageof materials as is necessary for the maintenance of sanitary operations;
5. Cadella will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attractingand harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Cadella's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Cadella's facility will have adequate safety lighting in all storage areas, as well as areas where equipment or utensils are cleaned;
8. Cadella's buildings, fixtures, and other physical facilities will be maintained in asanitary condition;
9. Cadella will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material andworkmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Cadella will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Cadella's plumbing will 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 will properly convey sewage and liquid disposable

waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;

13. Cadella will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Cadella will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Cadella will store and finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Should Cadella seek to operate a delivery vehicle, which is not currently contemplated, Cadella's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana productsor edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Cadella will ensure that Cadella's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

<u>Testing</u>

Cadella will purchase cannabis on the wholesale market, and Cadella will only acquire cannabis that has been tested in compliance with the Regulations. Cadella will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not firstbeen tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Cadella's marijuana products will be performed by an Independent Testing Laboratory.

Personnel Policies Including Background Checks

Overview

Cadella LLC ("Cadella") will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Cadella will keep, at a minimum, the following personnel records:

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

Job Descriptions

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

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

Security Agent: Security Agents monitor Cadella's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Cadella facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

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

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

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

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

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

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

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

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

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Cadella facility and that each customer receives the appropriate amountof individualized attention to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Cadella facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Cadella;
- Properly setting up product displays pursuant to Cadella policies and procedures;
- Executing and enforcing compliance with Commission regulations and Cadella policies and procedures;
- Understanding sales transactions using POS Software;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;

- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Staffing Plan and Business Hours

Hiring and Recruitment
Cadella's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Cadella's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Cadella's Diversity Plan and Community Initiatives;
- Cadella's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct
Cadella is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Cadella's mission to provide a professional workplace free from harassment and discrimination for employees. Cadella will not tolerateharassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Cadella's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

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

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

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

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

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

Business Hours for Marijuana Retailer
Monday - Saturday: 9am – 8pm
Sunday: 10am – 6pm

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

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

Written Policies

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

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

Designated Outside Counsel
Cadella may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

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

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

Mandatory Meetings and Community Service Days
There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

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

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

Leave Policies
Cadella leave policies will comport with all state and federal statutes.
All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Cadella will determine which holidays will be observed and which departments will not be required to work. Cadella will offer paid maternity leave.
Additional leave will not be paid and must be approved by the department manager.

Cadella anticipates observing the following holidays:

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

Disciplinary Policies
Purpose
Cadella's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behaviorand/or performance issues. The steps outlined below of Cadella's progressive discipline policies and procedures have been designed consistent with Cadella's organizational values, best practices, and state and federal employment laws.

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

Procedure

Step 1: Counseling and Verbal Warning
Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly

outline expectations and steps the employee must take to improve performance or resolve the problem.

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

Step 2: Written Warning

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

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

Step 3: Suspension and Final Written Warning

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

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

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

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

Step 4: Recommendation for Termination of Employment
The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Cadella will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Cadella reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

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

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

Appeal Process
Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

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

Documentation
Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment
Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or

assignment), reduction in workforce, or termination. When an employee separates from Cadella, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

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

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

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

4. *Termination*
   Employees of Cadella are employed on an at-will basis, and the company retainsthe right to terminate an employee at any time.

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

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

Exit Interview

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

Return of Property
The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Cadella to deduct the costs of such items from their final paycheck.

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

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

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

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

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

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

Selection Criteria

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

Responsibilities

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

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Cadella will undergo a detailed background investigation prior to being granted access to a Cadella facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Cadella pursuant to 935 CMR 500.101(1) and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as amarijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Cadella will consider:
    a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
    b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
    c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Cadella will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Cadella will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration, if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

ix. If criminal, any relevant evidence of rehabilitation or lack thereof,such as information about compliance with conditions of parole orprobation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the timeof the offense including, but not limited to, professional or educational certifications obtained; and

x. Any other relevant information, including information submittedby the subject.

c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- Upon adverse determination, Cadella will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverseaction letter will be issued providing the applicant information on the final determination made by Cadella along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements setforth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g., members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Cadella or the Commission.

Recordkeeping Procedures

General Overview

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

Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
    - Insurance Coverage:
        - Directors & Officers Policy
        - Product Liability Policy
        - General Liability Policy
        - Umbrella Policy
        - Workers Compensation Policy
        - Employer Professional Liability Policy
    - Third-Party Laboratory Contracts
    - Commission Requirements:
        - Annual Agent Registration
        - Annual Marijuana Establishment Registration
    - Local Compliance:
        - Certificate of Occupancy
        - Special Permits
        - Variances
        - Site Plan Approvals
        - As-Built Drawings
    - Corporate Governance:
        - Annual Report
        - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;

    - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Cadella, including members, if any.
- Personnel Records: At a minimum will include:
    - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
    - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Cadella and will include, at a minimum, the following:
        - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        - Documentation of verification of references;
        - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
        - Documentation of periodic performance evaluations; and
        - A record of any disciplinary action taken.
        - Notice of completed responsible vendor and eight-hour related duty training.
    - A staffing plan that will demonstrate accessible business hours and safe conditions;
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
    - Cadella will maintain the results of all testing for a minimum of one (1)year.
- Inventory Records
    - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
    - Cadella will use Point-of-Sale ("POS") Software to maintain real-time inventory. The POS Software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at aminimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired,or contaminated marijuana and marijuana products awaiting disposal.
    - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records

    - Within ten (10) calendar days, Cadella will provide written notice to the Commission of any incident described in 935 CMR 500.110(9)(b), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Cadella for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
    - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, Cadella will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Cadella agents present during the disposal or handling, with their signatures. Cadella will keep disposal records for at least three (3) years. This period will automatically be extended forthe duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
    - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
    - Cadella will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
    - In the event Cadella closes, all records will be kept for at least two (2) years at Cadella's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Cadella will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Cadella's operations will be updated on an ongoing basis as needed and undergo a

review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Cadella's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be sold, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported the Police Department and to the Commission;
  - Engaged in unsafe practices with regard to Cadella operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Cadella, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) requirement may be fulfilled by placing this information on Cadella's website.
- Policies and procedures for the handling of cash on Cadella premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy

generators could be placed on site, and an explanation of why theidentified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, activeload management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from allother records, and will not be disclosed without the written consent of the individual towhom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
    - Keeping written business records, available for inspection, and in accordance withgenerally accepted accounting principles, which will include manual or computerized records of:
        - Assets and liabilities;
        - Monetary transactions;
        - Books of accounts, which will include journals, ledgers, and supportingdocuments, agreements, checks, invoices, and vouchers;
        - Sales records including the quantity, form, and cost of marijuana products;and
        - Salary and wages paid to each employee and any executive compensation,bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis hasbeen performed;
    - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana andmarijuana product sales, and non-marijuana sales;
    - Maintaining such records that would allow for the Commission and the DOR toaudit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and

- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

QUALIFICATIONS AND TRAINING

Cadella LLC ("Cadella") will ensure that all employees hired to work at a Cadella facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

All of Cadella's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Cadella's new, non-administrative employees will also complete the Responsible Vendor Program. Cadella's owners, managers, and employees will then successfully complete the program once every year thereafter. Cadella will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Cadella's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on differenttypes of marijuana products and methods of administration, and recognizing the visible signs of impairment;

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

ENERGY COMPLIANCE PLAN

Overview

Although this Policy is for a retail only establishment, Cadella, LLC. ("Cadella") performs the following as part of the implementation of this Policy:

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

To the extent updates are required to the information provided for initial licensure, Cadella will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4).

Cadella 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), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) will include a report of Cadella's energy and water usage over the twelve-month period prior to the date of application.

Energy Efficiency and Conservation

Cadella has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. Although Cadella is currently a retail only facility, and its energy usage does not exceed that of any other retail facility in the Commonwealth, throughout construction of our facility we will endeavor to utilize energy efficient lighting, low flow plumbing fixtures, and other energy efficient options when available.

CADELLA LLC
DIVERSITY PLAN

I. INTENT

Cadella, LLC ("Cadella") is committed to creating a diverse workforce that does not discriminate based on race, color, religion, gender, national origin, age, disability (or perceived disability), pregnancy, genetic information, gender identity, sexual orientation, military or veteran status, ancestry, marital or familial status, or citizenship.

Furthermore, it is our belief that the more diverse and inclusive our team is the more successful Cadella will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

II. PURPOSE

Cadella'S Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the Cadella'S goals. Cadella'S Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands. Any actions taken, or programs instituted, by Cadella will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

III. PROPOSED INITIATIVES, GOALS AND METRICS

Goal 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce.

Proposed Initiative: As part of its hiring plan, Cadella will seek to hire a workforce that is made up of at least the following Plan Population: 35% women, 10% described as minorities, 5% veterans, 5% people with disabilities, AND 15% LGBTQ+ individuals, with a goal to increase the number of individuals falling into these demographics working in the establishment. During the time before opening, and whenever Cadella has a hiring need, to achieve this goal, Cadella will create gender neutral job descriptions, and post them by utilizing some or all of the following hiring opportunities for attracting a diverse workforce:

- Recruit from state and local employment staffing groups such as MassHire South Shore Career Center, and MassHire Quincy Career Center;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com, El Planeta, El Mundo, World Journal, Rainbow Times, EDGE Boston, Spirit Magazine, or the Bay State Banner;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA); and
- Advertise our hiring needs on WickedLocal.com and Patch.com.

In addition, while Cadella has hiring needs, Cadella will attend community group meetings in and around Quincy, at least two annually, to introduce Cadella and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry; and

Cadella will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. Cadella will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Cadella. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: To the extent legally permissible, and acting in a non-discriminatory manner, Cadella will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Cadella will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Cadella. Cadella will assess and review its progress within a year of receiving its Provisional License from the Cannabis Control Commission and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Cadella will be able to demonstrate to the Commission the success of this initiative.

Goal 2: Create a safe, accepting and respectful work environment

Proposed Initiative: To accomplish this goal, Cadella will require one annual cultural sensitivity training for all employees including specific training for employees in management positions. Employees will be asked to fill out annual engagement surveys which will elicit feedback on Cadella's work environment. Employees will be able to provide feedback to Cadella at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

Metrics and Evaluation: Cadella will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees describe Cadella as a safe, accepting, and respectful work environment. All comments and feedback will be documented and reviewed by senior management staff. Cadella will conduct engagement surveys annually and review the results of these surveys within a month of administering them. The suggestion box will be checked at least on a weekly basis by senior management. Senior management will identify the top 3-5 areas for improvement and, in collaboration with the Cadella employees, develop goals (short and long term) on how to address those areas of development. This review of feedback and engagement surveys will enable Cadella to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Goal 3: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Proposed Initiative: To accomplish this goal, Cadella will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ individuals (herein referred to as Plan Populations).

Metrics and Evaluation: To the extent legally permissible, and acting in a non-discriminatory manner, Cadella will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Cadella will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and Cadella may give supplier contractor priority to these businesses, should other factors allow such priority. In order to target a diverse supplier base, Cadella will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce Cadella and address the existing hiring needs to attract a diverse array of suppliers. Cadella will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, Cadella will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with Cadella. The availability of supply chain and service providing businesses that meet Cadella's employee hiring goals may be limited, and Cadella will likely have less opportunity to curate the demographics of those businesses. Specifically, to the extent legally permissible, and acting in a non-discriminatory manner, Cadella will seek to work with supply chain businesses and service providers who meet the following demographic goals: 35% women, 10% described as minorities, 5% veterans, 5% people with disabilities, AND 15% LGBTQ+ individuals, with a goal to increase the number of individuals in the supply chain or providing services that fall into these categories over time. Cadella will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

IV. CONCLUSION

Cadella will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by Cadella will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.