



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283451
Original Issued Date: 07/25/2021
Issued Date: 07/25/2021
Expiration Date: 07/25/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Canna Select Holdings, LLC

Phone Number: 585-737-2119
Email Address: ccimini1@gmail.com

Business Address 1: 23 LaSalle Drive
Business City: Whately
Business State: MA
Business Zip Code: 01373
Mailing Address 1: PO Box 163
Mailing City: Hinsdale
Mailing State: MA
Mailing Zip Code: 01235
Business Address 2:
Mailing Address 2:

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: 20
Role: Other (specify)
Percentage Of Control: 20
Other Role: Member

First Name: Robert Last Name: Cimini 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: 20 Percentage Of Control: 20
Role: Other (specify) Other Role: Member
First Name: Christopher Last Name: Cimini Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Other (specify) Other Role: Member
First Name: James Last Name: Pronti Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Other (specify) Other Role: Member
First Name: Mark Last Name: Blood Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Other (specify) Other Role: Member
First Name: Nicholas Last Name: Wilson 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: Robert Last Name: Cimini Suffix:

Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$56659.08	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Nicholas	Owner Last Name: Wilson	Owner Suffix:
Entity Legal Name: Forest City Organics, LLC	Entity DBA:	
Entity Description: Medical caregiver organization		
Entity Phone: 207-370-4180	Entity Email: forestcityorganics@gmail.com	Entity Website:
Entity Address 1: 123 Free Street	Entity Address 2: Suite 200	
Entity City: Portland	Entity State: ME	Entity Zip Code: 04101 Entity Country: USA
Entity Mailing Address 1: 123 Free Street	Entity Mailing Address 2: Suite 200	
Entity Mailing City: Portland	Entity Mailing State: ME	Entity Mailing Zip Code: 04101 Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name: Nicholas	Owner Last Name: Wilson	Owner Suffix:
Entity Legal Name: GS Consulting, LLC	Entity DBA:	
Entity Description: Cannabis cultivation consulting company		
Entity Phone: 207-370-4180	Entity Email: zeke@opticliff.com	Entity Website:
Entity Address 1: 123 Free Street	Entity Address 2: Suite 200	
Entity City: Portland	Entity State: ME	Entity Zip Code: 04101 Entity Country: USA
Entity Mailing Address 1: 123 Free Street	Entity Mailing Address 2: Suite 200	
Entity Mailing City: Portland	Entity Mailing State: ME	Entity Mailing Zip Code: 04101 Entity Mailing Country: USA

Business Interest in Other State 3

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

Owner First Name: Nicholas	Owner Last Name: Wilson	Owner Suffix:
Entity Legal Name: The Gas Station, LLC	Entity DBA:	
Entity Description: Cannabis lifestyle brand		
Entity Phone: 207-370-4180	Entity Email: zeke@opticliff.com	Entity Website:
Entity Address 1: 123 Free Street	Entity Address 2: Suite 200	
Entity City: Portland	Entity State: ME	Entity Zip Code: 04101 Entity Country: USA
Entity Mailing Address 1: 123 Free Street	Entity Mailing Address 2: Suite 200	
Entity Mailing City: Portland	Entity Mailing State: ME	Entity Mailing Zip Code: Suite 200 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 23 LaSalle Drive

Establishment Address 2:

Establishment City: Whately

Establishment Zip Code: 01373

Approximate square footage of the Establishment: 17000

How many abutters does this property have?: 14

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	CannaSelect - HCA Certification Form - CannaSelect 23 LaSalle Drive.pdf	pdf	605d069959735d07bd8235e8	03/25/2021
Plan to Remain Compliant with Local Zoning	Canna Select Plan to Remain Compliant with Local Zoning.pdf	pdf	605e2296d13a03079c5f8966	03/26/2021
Community Outreach Meeting Documentation	Canna Select COM Attestation Form Plus Attachments.pdf	pdf	60624e793e0ae507c93125a7	03/29/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	RFI Revised - Canna Select - Positive Impact Plan - Final.pdf	pdf	608c4ece954bd3079c68eee2	04/30/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify)

Other Role: Member

First Name: Robert

Last Name: Cimini Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify)

Other Role: Member

First Name: Christopher Last Name: Cimini Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other (specify) Other Role: Member

First Name: James Last Name: Pronti Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Other (specify) Other Role: Member

First Name: Mark Last Name: Blood Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) Other Role: Member

First Name: Nicholas Last Name: Wilson 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
Secretary of Commonwealth - Certificate of Good Standing	CannaSelect SOC Certificate of Good Standing.pdf	pdf	605df52d5100e00770db0706	03/26/2021
Department of Revenue - Certificate of Good standing	CannaSelect DOR Cert of Good Standing 1.26.21.pdf	pdf	605df53ae5be0207aec7406f	03/26/2021
Articles of Organization	CannaSelect Articles of Organization.pdf	pdf	605df5447e61bd07773abe48	03/26/2021
Secretary of Commonwealth - Certificate of Good Standing	CannaSelect DUA Cert of Good Standing.pdf	pdf	605e233015bf0e07a4ba761a	03/26/2021
Articles of Organization	CannaSelect MA Corporations Search Entity Summary.pdf	pdf	605e233fd90419077cc3426b	03/26/2021
Articles of Organization	Canna Select Holdings LLC - Fully Executed Operating Agreement (8437672).PDF	pdf	606dad4bbd015444c55029ac	04/07/2021

No documents uploaded

Massachusetts Business Identification Number: 001477634

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Date generated: 09/24/2021

Page: 5 of 7

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Canna Select Plan for Obtaining Liability Insurance.pdf	pdf	605df569694f45077ebc48f5	03/26/2021
Proposed Timeline	Canna Select Proposed Timeline for Commencement of Operations.pdf	pdf	605e23667e61bd07773abf93	03/26/2021
Business Plan	CannaSelect Business Plan.pdf	pdf	606b46cf59973545607633ee	04/05/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Canna Select Inventory Procedures.pdf	pdf	605df5e31c41b407a76749b5	03/26/2021
Maintaining of financial records	Canna Select Maintaining of Financial Records.pdf	pdf	605df5e54c3a6c079db3ef23	03/26/2021
Quality control and testing	Canna Select Quality Control and Testing.pdf	pdf	605df602a9f50407ba30d5e1	03/26/2021
Record Keeping procedures	Canna Select Record Keeping Procedures.pdf	pdf	605df603694f45077ebc48f9	03/26/2021
Prevention of diversion	Canna Select Prevention of Diversion.pdf	pdf	605df60589d65207913ab359	03/26/2021
Qualifications and training	Canna Select Qualifications and Training.pdf	pdf	605df60759735d07bd8237d8	03/26/2021
Storage of marijuana	Canna Select Storage of Marijuana.pdf	pdf	605df617c94e7f07837335fa	03/26/2021
Transportation of marijuana	Canna Select Transportation of Marijuana.pdf	pdf	605df6191c41b407a76749b9	03/26/2021
Security plan	Canna Select Security Plan.pdf	pdf	605df61a4c3a6c079db3ef27	03/26/2021
Energy Compliance Plan	Canna Select Energy Compliance Plan.pdf	pdf	606db92abd015444c5502a1e	04/07/2021
Personnel policies including background checks	RFI Revised - Canna Select - Personnel policies including background checks - Completed 2.10.21.pdf	pdf	6079f9da03415644ba107bd6	04/16/2021
Policies and Procedures for cultivating.	RFI Revised - Canna Select - Policies and Procedures for Cultivating - Completed 4.3.21.pdf	pdf	6079f9e2bd015444c5504cee	04/16/2021
Restricting Access to age 21 and older	RFI Revised - Canna Select - Restricting Access to age 21 and older - Completed 2.10.21.pdf	pdf	6079f9e916d4db44ccf58bf4	04/16/2021
Diversity plan	RFI Revised - Canna Select - Diversity Plan - Final.pdf	pdf	608c4f00d91389075ed382a0	04/30/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: 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: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 7:00 AM	Sunday To: 10:00 PM

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:

Canna Select Holdings, LLC

2. Name of applicant's authorized representative:

Christopher Cimini

3. Signature of applicant's authorized representative:

Christopher Cimini

Digitally signed by Christopher Cimini
Date: 2020.12.29 08:25:50 -05'00'

4. Name of municipality:

Town of Whately

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

Selectboard



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

Frederick P. Antoski

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).*):

townadmin@whately.org

8. Host community agreement execution date:

12/30/20

Draft Plan to Remain Compliant with Local Zoning

Canna Select Holdings, LLC will remain compliant at all times with the local zoning requirements set forth in the Whately, MA Zoning Bylaw, more specifically, Zoning Bylaw 171-28.6 governing Marijuana Establishments. In accordance with Whately's Zoning Bylaw, Canna Select's proposed marijuana cultivation location at 23 LaSalle Drive in Whately is located in an Agricultural & Residential (A/R2) District, which allows for Canna Select's proposed use upon the receipt of a special permit from the Planning Board, in accordance with the requirements of Sections 171-28.6 of the Whately Zoning By-Law

In accordance with Whately Zoning Bylaw 171-28.6 and G.L. c. 94G, §5(b)(3), Canna Select's proposed facility is not located within five hundred (500) feet of any lot occupied by a school attended by children under the age of 18, or any playground, public athletic field, or similar public recreational facility. Likewise, Canna Select's proposed facility will not be located on a lot that is within five hundred (500) feet of any other lot in use as a Marijuana Retailer or Medical Marijuana Treatment Center. For the avoidance of doubt, Canna Select will comply with all of the criteria set forth in Whately's Zoning Bylaw, governing the siting and operation of Marijuana Establishments within the town.

Canna Select will work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all laws, regulations, rules, and codes with respect to design, construction, operation and security. In accordance with 935 CMR 500.101, Canna Select has convened a properly noticed Community Outreach Meeting to inform and gather feedback from the community related to its proposed marijuana establishment. Canna Select has also retained counsel to assist with ongoing compliance with local zoning and regulatory compliance.

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): 3/26/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 3/11/21

b. Name of publication: Daily Hampshire Gazette and The Recorder

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: 3/18/21

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: 3/15/21

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.



Name of applicant:

Canna Select Holdings LLC

Name of applicant's authorized representative:

Christopher Cimini, Member

Signature of applicant's authorized representative:

Christopher Cimini



Digitally signed by Christopher Cimini
Date: 2021.03.28 12:50:00 -04'00'





LEGAL HEADER PV2019 4IN

LEGAL NOTICES



Legals

Community Outreach Meeting - Town of Whately, MA

The Public is invited to a community meeting to discuss and ask questions about a cannabis cultivation establishment proposed to be located at 23 LaSalle Drive in Whately, MA. Meeting Date & Time: Friday, March 26th at 5pm. Location: Due to the pandemic, the meeting will be held via a zoom video conference. Zoom link and meeting information will be posted on the Town of Whately website 24 hours prior to the meeting. Zoom Meeting Information:

Topic: Whately Community Outreach Meeting
Time: Mar 26, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://zoom.us/j/98672684061?pwd=cmFVTVCNCWmdtMWNSSS9NRkdQa3FLZz09>

Meeting ID: 986 7268 4061

Passcode: 243942

One tap mobile

+19292056099,98672684061#...*243942# US (New York)

+13126266799,98672684061#...*243942# US (Chicago)

Dial by your location

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 986 7268 4061

Passcode: 243942

Find your local number: <https://zoom.us/j/98672684061>

Closed Captioning is available. If you need assistance or if you do not have access to a computer or zoom capable mobile phone, please call Neal Dach at (413) 247-4560 for further instructions.

March 11

115807

Legals

TOWN OF ORANGE HIGHWAY SUPERINTENDENT ORANGE, MASSACHUSETTS Advertisement for Bids

Sealed Bids for the construction of the "Town of Orange, East Road over West Brook Bridge Replacement" will be received by the Board of Selectmen at the Town Hall, Selectmen's Office, 6 Prospect Street Orange, MA 01364 until 2:00 p.m. local time on April 7, 2021 at which time the Bids received will be publicly opened and read. Sealed Bids must have outer envelope marked as "Town of Orange, East Road over West Brook Bridge Replacement."

The work consists of the demolition of the existing bridge superstructure and substructure, installation of new wingwalls, abutments and bridge superstructure, roadway reconstruction,

Legals

Northfield Conservation Commission 69 Main Street Northfield, MA 01360

NOTICE OF PUBLIC HEARING FOR A NOTICE OF INTENT

The Northfield Conservation Commission will hold a public hearing on **Wednesday, March 17, 2021, at 7:30 p.m.** in the Northfield Town Hall (via Zoom) on the Notice of Intent submitted by BWC Pine Meadow Brook LLC, c/o BlueWave Solar. The address of the lot where the work is proposed is Pine Meadow Road as shown on Assessor's Map 53, Lot E1 and Map 54, Lot B7. The applicant proposes to construct a dual-use photovoltaic power generating facility (Array A) with associated site work within previously disturbed areas of the buffer zone to existing off-site bordering vegetated wetlands.

March 11

115781

Legals

NOTICE OF PUBLIC HEARING

CONWAY SCHOOL DISTRICT SCHOOL COMMITTEE BUDGET DELIBERATIVE SESSION

FOR SCHOOL YEAR 2021-2022

The Conway School Committee will hold a VIRTUAL Public Hearing on Thursday, March 18, 2021 at 6:00 PM.

This meeting is being held remotely in accordance with the Governor of Massachusetts' March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law G.L.c. 30A, Section 20. The public will be able to access the meeting via live stream. Instructions will be posted on the district website at www.frsu38.org

The meeting topic is the School Committee Budget for the School Year 2021-2022, consistent with the provisions of Chapter 71, Section 38N of the Massachusetts General Laws. All interested persons shall be given an opportunity to be heard. A copy of the budget can be requested by email to

Legals

Northfield Conservation Commission 69 Main Street Northfield, MA 01360

NOTICE OF PUBLIC HEARING FOR A NOTICE OF INTENT

The Northfield Conservation Commission will hold a public hearing on **Wednesday, March 17, 2021, at 7:30 p.m.** in the Northfield Town Hall (via Zoom) on the Notice of Intent submitted by BWC Otter Run LLC, c/o BlueWave Solar. The address of the lot where the work is proposed is 612 Pine Meadow Road as shown on Assessor's Map 54, Lot A8. The applicant proposes to construct a photovoltaic power generating facility (Array C) with associated site work.

March 11

115780

Legals

Northfield Conservation Commission 69 Main Street Northfield, MA 01360

NOTICE OF PUBLIC HEARING FOR A NOTICE OF INTENT

The Northfield Conservation Commission will hold a public hearing on **Wednesday, March 17, 2021, at 7:30 p.m.** in the Northfield Town Hall (via Zoom) on the Notice of Intent submitted by BWC Pine Meadow Brook LLC, c/o BlueWave Solar. The address of the lot where the work is proposed is Pine Meadow Road as shown on Assessor's Map 54, Lot B5 and Map 55, Lot B1. The applicant proposes to construct a dual-use photovoltaic power generating facility (Array B) with associated site work within previously disturbed areas of the buffer zone to bordering vegetated wetlands, riverfront area associated with Pine Meadow Brook and within mapped Bordering Land Subject to Flooding (FEMA Flood Zone A16).

March 11

115785

Legals

Commonwealth of Massachusetts The Trial Court Probate and Family Court Franklin Probate and Family Court 43 Hope Street Greenfield, MA 01301 CITATION GIVING NOTICE OF PETITION TO EXPAND THE POWERS OF A CONSERVATOR Docket No. FR17P0103PM

In the Interests of: Beverly Prunier
RESPONDENT
Incapacitated Person/Protected Person
of Greenfield, MA

Legals

Commonwealth of Massachusetts The Trial Court Probate and Family Court Franklin Probate and Family Court 43 Hope Street Greenfield, MA 01301 (413) 774-7011

CITATION ON PETITION FOR FORMAL ADJUDICATION Docket No. FR21P0071EA

Estate of Mary M. Merriam
Also known as: Mary Merriam
Date of Death: 02/15/2021
To all interested persons:
A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Susan Merriam Bobe of Leyden, MA and Abigail McDonald Merriam of Montague, 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 Susan Merriam Bobe of Leyden, MA and Abigail McDonald Merriam of Montague, 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 04/01/2021. 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

LEGAL NOTICES



Legals

Northampton Public Hearings Thursday March 25, 2021

Planning Board, Via Remote Teleconference

7:00 PM Special Permit for driveway with grades exceeding 12% slope by the Berkshire Design Group for parcel at 176 Turkey Hill Rd, Florence, Map ID 34-16.

7:30 PM Site Plan for automobile service change to fueling facility by Paul H. D'Amour et al at 138 North King St, Northampton, Map ID 18D-1.

Projects at: northamptonma.gov/v/pending

115720

March 11, 18

Legals

SHUTESBURY CONSERVATION COMMISSION

In accordance with the Wetlands Protection Act, MGL Ch. 131, Section 40 and the Town of Shutesbury Wetlands Protection Bylaw, the Conservation Commission will hold a public meeting on Thursday, March 25, 2021 at 7:10 P.M. at Town Hall, on a Request for Determination filed by Joe Salvador for a septic system replacement at 31 Lakeview Road, Shutesbury.

The public meeting may be rescheduled due to inclement weather.

114335

March 11

Legals

AMHERST HISTORICAL COMMISSION NOTICE OF PUBLIC HEARING DEMOLITION DELAY

In accordance with the provisions of M.G.L. Chapter 40A, and Article 13, Demolition Delay, of the Amherst Zoning Bylaw, the Amherst Historical Commission will hold a Public Hearing on Thursday, March 25, 2021 at 6:30 PM to consider the following demolition application requests.

The Public Hearing will be conducted virtually at <https://amherstma.zoom.us/j/86433721909>. To join the meeting via telephone: Call (312) 626-6799 or (646) 876-9923 and enter Webinar ID when prompted: 864 3372 1909. A hyperlink to the hearing will be posted on the Town's online calendar.

37 North Pleasant Street (14A-49) Barry Roberts - Request for the full demolition of the circa 1900 wood frame, 2-story, commercial building.

North Amherst Library (5A-38) Town of Amherst - Request for the partial demolition of the north wall and chimney of the circa 1893 library to enable the proposed addition to attach to the existing library.

For more information email Benjamin Breger, Planner at bregerb@amherstma.gov

113842

March 11

Legals

Community Outreach Meeting Town of Whately, MA

The Public is invited to a community meeting to discuss and ask questions about a cannabis cultivation establishment proposed to be located at 23 LaSalle Drive in Whately, MA.

Meeting Date & Time: Friday, March 26 th at 5pm

Location: Due to the pandemic, the meeting will be held via a zoom video conference. Zoom link and meeting information will be posted on the Town of Whately website 24 hours prior to the meeting.

Zoom Meeting Information:

Topic: Whately Community Outreach Meeting

Time: Mar 26, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98672684061?pwd=cmFVTVCNWmdtMWNSSS9NkdQa3FLZz09>

Meeting ID: 986 7268 4061

Passcode: 243942

One tap mobile

+19292056099,98672684061#,*243942# US (New York)

+13126266799,98672684061#,*243942# US (Chicago)

Dial by your location

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 986 7268 4061

Passcode: 243942

Find your local number: <https://zoom.us/j/98672684061>

Closed Captioning is available. If you need assistance or if you do not have access to a computer or zoom capable mobile phone, please call Neal Dach at (413) 247-4560 for further instructions.

115806

March 11

LEGAL NOTICE DEADLINES

Monday's paperFriday at 9am

Tuesday's paperFriday at 4pm

Wednesday's paper..... Monday at Noon

Thursday's paper..... Tuesday at Noon

Friday's paper.....Wednesday at Noon

Saturday's paper.....Thursday at Noon

March 8, 2021

TOWN OF WHATELY
TOWN CLERK

Community Outreach Meeting – Town of Whately, MA

2021 MAR 18 AM 7:21

The Public is invited to a community meeting to discuss and ask questions about a cannabis cultivation establishment proposed to be located at 23 LaSalle Drive in Whately, MA.

Meeting Date & Time: Friday, March 26th at 5pm

Location: Due to the pandemic, the meeting will be held via a zoom video conference. Zoom link and meeting information will be posted on the Town of Whately website 24 hours prior to the meeting.

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One tap mobile

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+13126266799,,98672684061#,,,,*243942# US (Chicago)

Dial by your location

+1 929 205 6099 US (New York)

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+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 986 7268 4061

Passcode: 243942

Find your local number: <https://zoom.us/u/azuvdOUFW>

Closed Captioning is available. If you need assistance or if you do not have access to a computer or zoom capable mobile phone, please call Neal Dach at (413) 247-4560 for further instructions.



Date Produced: 03/18/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9202 8901 0661 5400 0160 6595 76. Our records indicate that this item was delivered on 03/17/2021 at 11:06 a.m. in SOUTH DEERFIELD, MA 01373. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to read "LA KT", written over a horizontal line.

Address of Recipient :

A handwritten address in black ink, appearing to read "4 Sandy Ln", written in a cursive style.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Reference ID: 92028901066154000160659576
CI081.117762 kmd
ATTENTION: LYNN M. SIBLEY, TOWN CLERK
Town of Whately
4 Sandy Ln
South Deerfield, MA 01373-9612

March 8, 2021

Community Outreach Meeting – Town of Whately, MA

The Public is invited to a community meeting to discuss and ask questions about a cannabis cultivation establishment proposed to be located at 23 LaSalle Drive in Whately, MA.

Meeting Date & Time: Friday, March 26th at 5pm

Location: Due to the pandemic, the meeting will be held via a zoom video conference. Zoom link and meeting information will be posted on the Town of Whately website 24 hours prior to the meeting.

Zoom Meeting Information:

Topic: Whately Community Outreach Meeting

Time: Mar 26, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98672684061?pwd=cmFVTVCWmdtMWVNSSS9NRkdQa3FLZz09>

Meeting ID: 986 7268 4061

Passcode: 243942

One tap mobile

+19292056099,,98672684061#,,,,*243942# US (New York)

+13126266799,,98672684061#,,,,*243942# US (Chicago)

Dial by your location

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 986 7268 4061

Passcode: 243942

Find your local number: <https://zoom.us/u/azuvdOUFW>

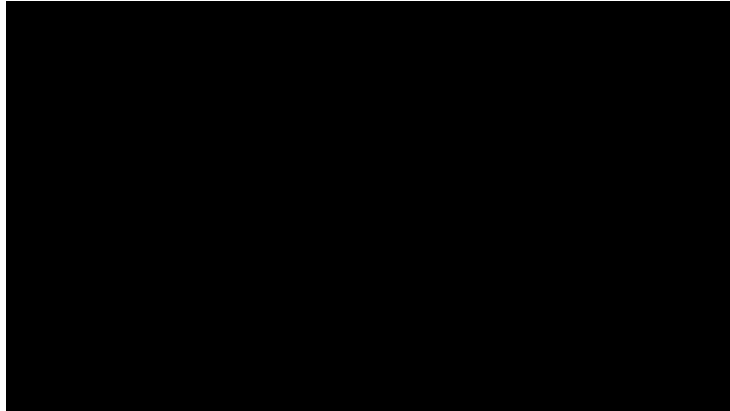
Closed Captioning is available. If you need assistance or if you do not have access to a computer or zoom capable mobile phone, please call Neal Dach at (413) 247-4560 for further instructions.

Date Produced: 03/22/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 0661 5400 0160 8095 01. Our records indicate that this item was delivered on 03/19/2021 at 11:01 a.m. in FLORENCE, MA 01062. The information below.

Signature of Recipient :



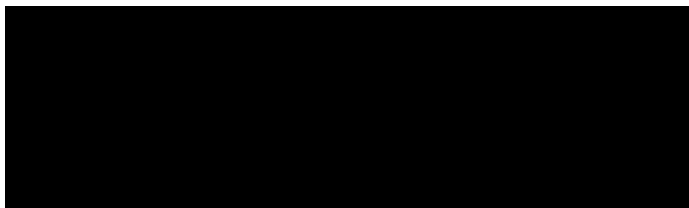
Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.



Date Produced: 03/22/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 0661 5400 0160 8098 84. Our records indicate that this item was delivered on 03/19/2021 at 08:49 a.m. in GREENFIELD, MA 01301. The scanned image of the recipient information is provided below.

Signature of Recipient :



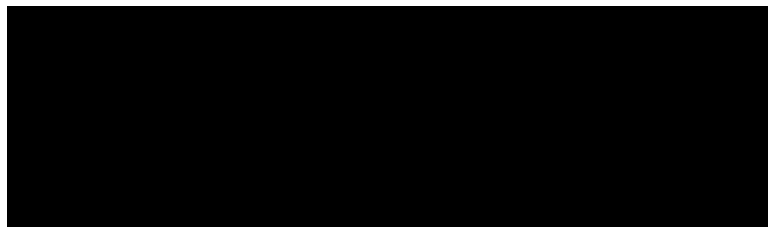
Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

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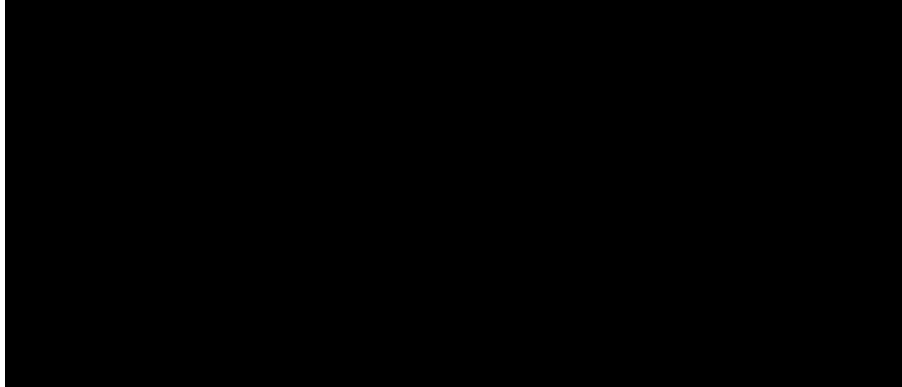
Date Produced: 03/22/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 0661 5400 0160 8099 83. Our records indicate that this item was delivered on 03/19/2021 at 03:59 p.m. in SOUTH DEERFIELD, MA 01373. T

Signature of Recipient :

Address of Recipient :

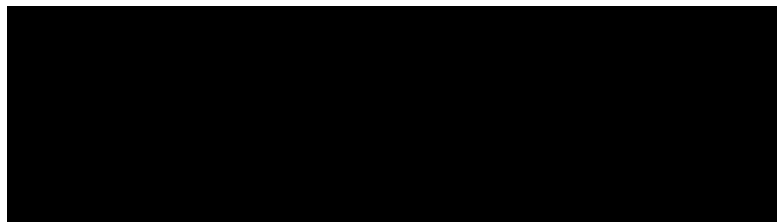


Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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Date Produced: 03/22/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 0661 5400 0160 8102 00. Our records indicate that this item was delivered on 03/19/2021 at 02:57 p.m. in NEWPORT, RI 02840. The scanner

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

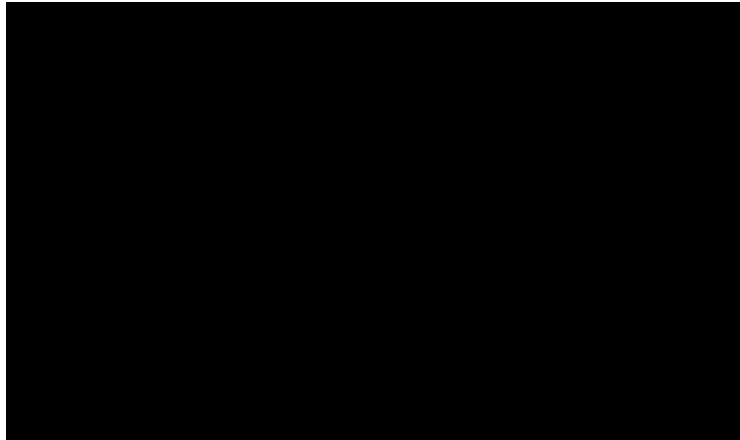
Date Produced: 03/22/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 0661 5400 0160 8106 13. Our records indicate delivery on 03/22/2021 at 10:00 a.m. in SOUTH DEERFIELD, MA 01373. The sender is THE MAIL GROUP INC.

Signature of Recipient :

Address of Recipient :

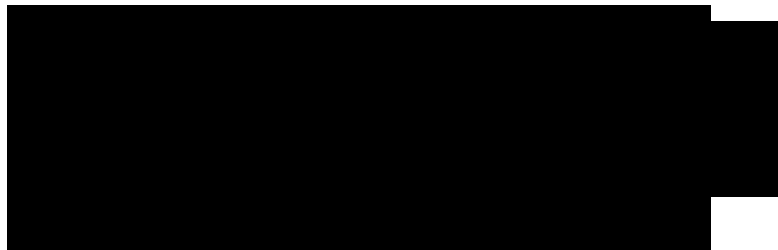


Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.



Date Produced: 03/22/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for the mail piece. The scan time is 0160 8108 28. Our records indicate the mail was delivered to DEERFIELD, MA 01373. The scan

8901 0661 5400
2:54 p.m. in SOUTH
d below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.



March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8096 24.

Item Details

Status:	Delivered
Status Date / Time:	March 23, 2021, 12:28 pm
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

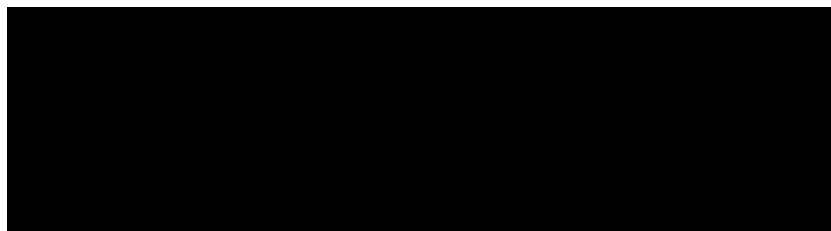
Recipient Name:

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.





March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8097 78.

Item Details

Status:	Delivered
Status Date / Time:	March 24, 2021, 11:19 am
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Name:

Recipient Signature

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.



March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8100 88.

Item Details

Status:	Delivered
Status Date / Time:	March 23, 2021, 12:10 pm
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Name:

Recipient Signature

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

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March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8104 08.

Item Details

Status:	Delivered
Status Date / Time:	March 23, 2021, 3:14 pm
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Name:

Recipient Signature

Note: Scanned image may reflect a different destination address due to intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

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March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8104 77.

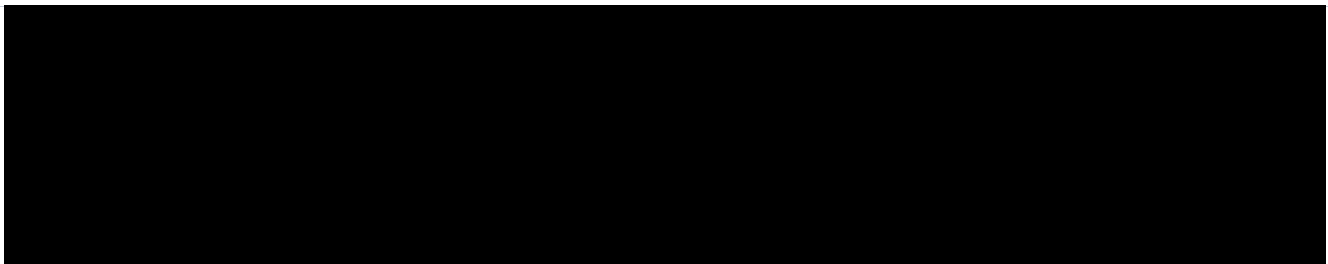
Item Details

Status:	Delivered
Status Date / Time:	March 23, 2021, 3:14 pm
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Name:



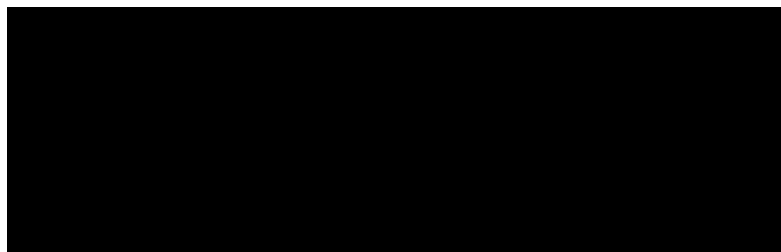
Recipient Signature



Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

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March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8106 51.

Item Details

Status:	Delivered
Status Date / Time:	March 23, 2021, 12:47 pm
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Name:

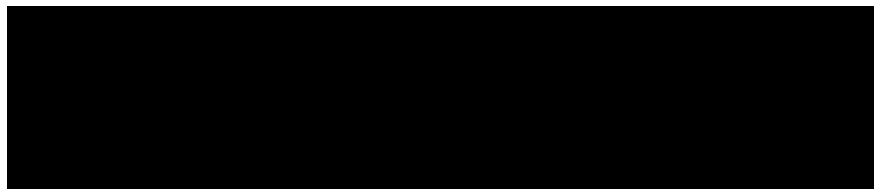
Recipient Signature

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.





March 24, 2021

Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 0661 5400 0160 8107 29.

Item Details

Status:	Delivered
Status Date / Time:	March 24, 2021, 3:30 pm
Location:	WHATELY, MA 01093
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Name:

Recipient Signature

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Date Produced: 03/23/2021

THE MAIL GROUP INC - 1 / CONFIRM DELIVERY INC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 0661 5400
0160 8105 3
HATFIELD,

Signature of

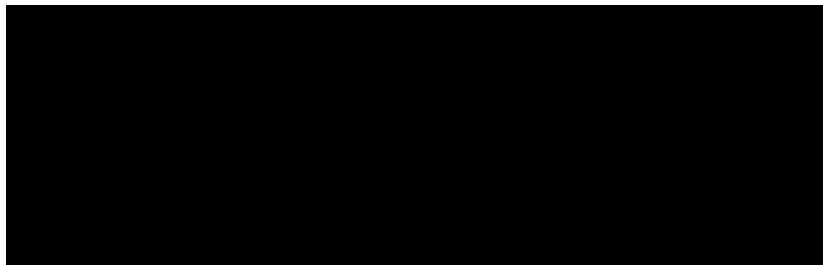
Address of R

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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Plan to Positively Impact Areas of Disproportionate Impact

Introduction

Although Whately, MA has not been identified by the Cannabis Control Commission (“Commission”) as an area of disproportionate impact, several nearby communities have been identified as areas of disproportionate impact. Accordingly, in concert with its community partner Greenfield Community College Foundation (“GCC Foundation”), Canna Select has developed tangible plans to uplift residents of these disproportionately impacted communities and/or individuals with past marijuana-related CORIs and/or individuals with parents or spouses with drug convictions by year 5 of operations (collectively, “Impacted Individuals”)

Positive Impact Goals

Canna Select will positively impact Impacted Individuals by providing employment opportunities and training, through real-world experience, to Impacted Individuals with the paramount goal of providing avenues for advancement in the cannabis industry. More specifically, Canna Select will specifically target for employment opportunities Impacted Individuals and endeavor to hire a staff that is at least 20% composed of Impacted Individuals. At the end of year 1 of operations, Canna Select will employ a staff that is at least 5% composed of Impacted Individuals.

Canna Select will also leverage its partnership with GCC Foundation to uplift Impacted Individuals. Canna Select will not only make meaningful financial contributions to GCC Foundation to support its organizational mission, but Canna Select will also volunteer the time of its employees to further support this critically important organization.

Positive Impact Programs

Canna Select will give hiring preference to qualified Impacted Individuals. To achieve this goal, Canna Select has identified the GCC Foundation as the ideal community partner to assist the company in identifying Impacted Individuals who are interested in employment opportunities within the adult-use marijuana industry. GCC Foundation is committed to supporting the mission of Greenfield Community College specifically with regard to:

1. Scholarship assistance to those in need
2. Community engagement and support
3. Student success, academically and personally
4. Student and faculty physical and mental health
5. Expansion of efforts surrounding increasing diversity and social equity in the community.

Either independently, or in partnership with GCC Foundation, Canna Select will regularly participate at job fairs, including job fairs hosted in order to identify and recruit Impacted Individuals who have an interest in the adult-use marijuana industry. Canna Select will participate in at least one job fair during its first year of operations in Whately.

Canna Select does not yet know when it will obtain final licensure and begin operations. Therefore, it is not possible to provide specific dates and times for these career fairs. However, Canna Select can confirm that it will participate in career fairs hosted by MassHire Franklin Hampshire Career Center (“MassHire”), which regularly hosts career fairs and other recruitment events for job seekers and employers in Franklin and Hampshire Counties. *See <https://www.masshirefhcareers.org/job-fairs-recruitment-events/>.* MassHire is currently hosting only virtual career fairs. In advance of any career fairs in which Canna Select will participate, Canna Select will advertise its participation in the Daily Hampshire Gazette.

Finally, Canna Select has committed to donate \$5,000 per year to support GCC Foundation’s efforts.

Positive Impact Measurement

Canna Select will track its positive impact and community outreach efforts. With GCC Foundation, Canna Select will record and maintain (in accordance with the Commission’s record keeping procedures) employment applications, for both full-time employment opportunities and internship positions, with the expectation that applications from Impacted Individuals will steadily increase during Canna Select’s first five (5) years of operation of its cultivation facility. In addition, Canna Select will record and document its participation at job fairs it attends and pledges to steadily increase its participation at such job fairs in years 1 through 5 of operation. This process will include recording (through use of sign-in sheets or the like) and following-up (via email communications or mailings) with attendees who express interest in employment opportunities at Canna Select’s cultivation facility in Whately. Canna Select will then compare and analyze how many of these Impacted Individuals ultimately apply for either full-time opportunities or internship positions. This regular evaluation will permit Canna Select to accurately measure its outreach to Impacted Individuals. In turn, Canna Select will regularly audit these results and recalibrate its local outreach programs, if necessary.

Canna Select’s long-term target is to hire a staff that is at least 10% composed of Impacted Individuals by year 5 of operations. Canna Select also intends to meet the following intermediate hiring goals in years 1-4 of operation:

Commencement of Operations: minimum 5% Impacted Individual employment.

End of Year 1: minimum 5% Impacted Individual employment.

End of Year 2: minimum 10% Impacted Individual employment.

End of Year 3: minimum 15% Impacted Individual employment.

End of Year 4: minimum 20% Impacted Individual employment.

These short-term metrics and will ensure that Canna Select is regularly evaluating progress toward its hiring goals and employing corrective actions if intermediary targets are not met. Most importantly, Canna Select has committed to donate \$5,000 per year to its community partner GCC Foundation. The attached commitment letter from GCC Foundation further describes its laudable organizational mission and blossoming relationship with Canna Select.

Canna Select acknowledges that the progress or success of this plan must be documented one year from provisional licensure and each year thereafter.

Positive Impact Plan Acknowledgments

Canna Select pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Canna Select likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Canna Select will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.



Greenfield Community College Foundation

1 College Drive • Greenfield MA 01301 • (413) 775-1600 • www.gcc.mass.edu/foundation

March 31, 2021

To the Massachusetts Cannabis Control Commission:

On behalf of Greenfield Community College Foundation, Inc., a Massachusetts nonprofit corporation, we are happy to accept donations from Canna Select Holdings LLC (“Canna Select”), a Massachusetts corporation. We look forward to collaborating with Canna Select to support job training for the cannabis industry for Greenfield Community College (“GCC”) students, for Franklin County residents, and for the Commonwealth.

Greenfield Community College Foundation supports the College by raising funds, developing resources and building philanthropic and community relationships to enhance programs and initiatives that create opportunities for students, faculty and staff and advance the College’s mission and reputation in the local and global community.

Canna Select is a fully permitted, cannabis cultivation company with its licensure application pending based in Massachusetts with operations in Franklin County. Canna Select is actively recruiting team members from the Greenfield community to join its growing team.

The cannabis industry is one of the nation’s fastest growing sectors and provides attractive employment opportunities for GCC’s students, especially those participating in GCC’s existing course offerings in Farm and Food Systems, Soil and Soil Sciences.

As a community, Greenfield has been identified by the Cannabis Control Commission as one of the state’s Areas of Disproportionate Impact (“ADI”), and Canna Select is acting on its belief that it is especially important to provide job training and employment recruitment for ADI community members.

Specifically, Canna Select’s donations will go towards programming areas related to educating Greenfield Community College students and the greater Greenfield-area community about the cannabis industry and employment opportunities. Many hands make light work, and we welcome organizations like Canna Select who share GCC Foundation’s mission to develop resources and build philanthropic and community relationships to enhance programs and initiatives that create opportunities for students, faculty and staff and advance the College’s mission and reputation in the local and global community.

Thank you and please don’t hesitate to call me at 413-775-1426 if you have any questions.

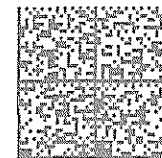
Sincerely,

A handwritten signature in black ink that reads "Regina E. Curtis". The signature is written in a cursive, flowing style.

Regina E. Curtis
Executive Director of Institutional Advancement
Greenfield Community College



William Francis Galvin
Secretary of the Commonwealth
Corporations Division
One Ashburton Place, 17th Floor
Boston, Massachusetts 02108-1512



U.S. POSTAGE >> PITNEY BOWES



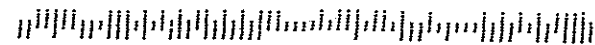
ZIP 02108 \$ 000.51⁰
02 1W
0001403859 MAR 05 2021

Stephen Lawrence Bartlett
Foley Hoag LLP
155 Seaport Boulevard
Boston MA 02210



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

William Francis Galvin
Secretary of the
Commonwealth

March 3, 2021

TO WHOM IT MAY CONCERN:

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

CANNA SELECT HOLDINGS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 29, 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: **ROBERT CIMINI**

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

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



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



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

mass.gov/dor

Letter ID: L0121992512
Notice Date: January 24, 2021
Case ID: 0-001-098-728



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CANNA SELECT HOLDINGS LLC
56 SKYLINE DR
HINSDALE MA 01235-9217

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CANNA SELECT HOLDINGS 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



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: 001477634

1. The exact name of the limited liability company is: CANNA SELECT HOLDINGS LLC

2a. Location of its principal office:

No. and Street: 56 SKYLINE DRIVE
 City or Town: HINSDALE State: MA Zip: 01235 Country: USA

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

No. and Street: 56 SKYLINE DRIVE
 City or Town: HINSDALE State: MA Zip: 01235 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:
HOLDING COMPANY

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CAPITOL CORPORATE SERVICES, INC.
 No. and Street: 44 SCHOOL STREET, SUITE 506
 City or Town: BOSTON State: MA Zip: 02108 Country: USA

I, CAPITOL CORPORATE SERVICES, INC., 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	ROBERT CIMINI	56 SKYLINE DRIVE HINSDALE, MA 01235 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	ROBERT CIMINI	56 SKYLINE DRIVE HINSDALE, MA 01235 USA

9. Additional matters:

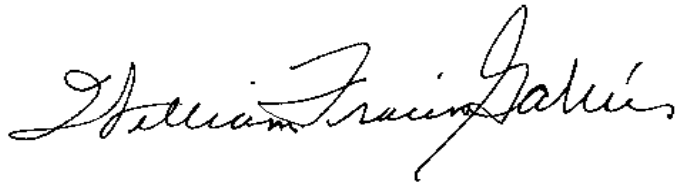
SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of December, 2020,
STACY BRIGGS

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 29, 2020 08:07 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



320424999

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Canna Select Holdings LLC
56 SKYLINE DRIVE
HINSDALE, MA 01235

EAN: 22187368
February 17, 2021

Certificate Id:45537

The Department of Unemployment Assistance certifies that as of 2/16/2021 ,Canna Select Holdings LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

Corporations Division

Business Entity Summary

ID Number: 001477634[Request certificate](#)[New search](#)**Summary for: CANNA SELECT HOLDINGS LLC****The exact name of the Domestic Limited Liability Company (LLC):** CANNA SELECT HOLDINGS LLC**Entity type:** Domestic Limited Liability Company (LLC)**Identification Number:** 001477634**Date of Organization in Massachusetts:**
12-29-2020**Last date certain:****The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 56 SKYLINE DRIVE

City or town, State, Zip code, HINSDALE, MA 01235 USA
Country:**The name and address of the Resident Agent:**

Name: CAPITOL CORPORATE SERVICES, INC.

Address: 44 SCHOOL STREET, SUITE 506

City or town, State, Zip code, BOSTON, MA 02108 USA
Country:**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	ROBERT CIMINI	56 SKYLINE DRIVE HINSDALE, MA 01235 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

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	Address
REAL PROPERTY	ROBERT CIMINI	56 SKYLINE DRIVE HINSDALE, MA 01235 USA

☐**Consent**☐**Confidential
Data**☐**Merger
Allowed**☐**Manufacturing****View filings for this business entity:**

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
Certificate of Consolidation

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Comments or notes associated with this business entity:

[New search](#)

**OPERATING AGREEMENT
OF
CANNA SELECT HOLDINGS LLC**

THIS OPERATING AGREEMENT (this “**Agreement**”) is effective as of the 29th day of December, 2020, by and among the signatories hereto (each, a “**Member**” and collectively, the “**Members**”) and **Canna Select Holdings LLC**, a Massachusetts limited liability company (the “**Company**”).

RECITALS:

WHEREAS, the Members formed a limited liability company under the Massachusetts Limited Liability Company Act (the “**LLC Law**”); and

WHEREAS, the parties wish to set forth their understanding of the limited liability company and the terms and conditions under which it exists.

PROVISIONS:

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.00 Agreement has the meaning set forth in the preamble.
- 1.01 Articles has the meaning set forth in the recitals.
- 1.00 Assignee has the meaning set forth in Section 6.02.
- 1.02 Code has the meaning set forth in the recitals.
- 1.03 Company has the meaning set forth in the preamble.
- 1.04 Company Property means any real and personal property as may be acquired by the Company.
- 1.05 Consent of the Members means the unanimous consent of all of the Members of the Company.
- 1.06 Deadlocked Matter has the meaning set forth in Section 5.07.
- 1.07 Fiscal Year means the twelve (12) month period ending on December 31st of each calendar year.
- 1.08 Interim Capital Transactions has the meaning set forth in Section 4.02.

1.09 LLC Law has the meaning set forth in the recitals.

1.10 Manager has the meaning set forth in Section 5.00.

1.11 Member or Members has the meaning set forth in the preamble.

1.12 Member Loan has the meaning set forth in Section 3.08.

1.13 Membership Interest or Interest means the ownership interest of a Member in the Company, including the right to any and all benefits to which such Member may be entitled in accordance with this Agreement, and the obligations as provided in this Agreement and the LLC Law.

1.14 Net Operating Cash Flow.

(a) For any period during which the Company is in existence, Net Operating Cash Flow means the Gross Operating Cash Receipts of the Company for the applicable period, less the Current Operating Expenditures of the Company for the same period.

(b) For purposes of this Agreement, Gross Operating Cash Receipts shall include all cash received by the Company, excluding capital contributions.

(c) For purposes of this Agreement, Current Operating Expenditures of the Company shall be deemed to include the following:

(i) operational expenses, including any management fees paid by the Company;

(ii) payments of principal and interest paid upon any indebtedness, including any construction or permanent financing obtained by the Company subsequent to the date of this Agreement;

(iii) any cash expended by the Company for additions or capital improvements to the Company's Property;

(iv) any cash expended by the Company for taxes, insurance or assessments; and

(v) if the Manager (as defined below) so determines, a reserve account as described in Section 3.11 of this Agreement.

1.15 Offer has the meaning set forth in Section 6.01.

1.16 Offered Interest has the meaning set forth in Section 6.01.

1.17 Permitted Transferee has the meaning set forth in Section 6.00(c).

- 1.18 Purchase Price has the meaning set forth in Section 6.05.
- 1.19 Regulations has the meaning set forth in Section 3.04.
- 1.20 Regulatory Allocations has the meaning set forth in Section 3.07.
- 1.21 Representative has the meaning set forth in Section 5.02.
- 1.22 Transferring Member has the meaning set forth in Section 6.01.
- 1.23 Transfer(s) means any sale, transfer, gift, assignment, pledge or grant of a security interest, by operation of law or otherwise, in or of a Membership Interest, or any part thereof.

ARTICLE II FORMATION, PURPOSE AND POWERS OF THE COMPANY

2.00 Formation. The Company was formed on December 29, 2020, the date of the filing of the Articles with the Secretary of State of the State of Massachusetts, and shall dissolve and its affairs wound up in accordance with the provisions of this Agreement or by operation of law. The Members shall take all such further action and file such additional instruments as shall be necessary or appropriate to conduct business in any jurisdiction where assets of the Company are located.

2.01 Term. The term of the Company began upon the date of the filing of the Articles and shall continue until terminated upon the terms set forth in this Agreement.

2.02 Members. The persons and their respective successors or assigns listed on Schedule A are designated as the Members of the Company.

2.03 Name. The Company shall conduct business under the name Canna Select Holdings LLC, or such other names as may be determined by the Consent of the Members from time to time.

2.04 Principal Office of the Company. The principal office of the Company shall be located at 56 Skyline Drive, Hinsdale, MA 01235, or at such other place or places as the Manager may designate.

2.05 Purpose. The Company exists for the purpose of conducting any lawful act or activity for which limited liability companies may be organized under the LLC Law.

2.06 Recapitalization, Acquisitions, Restructuring and Mergers. The Company may participate in or be a party to any recapitalization, acquisition, restructuring or merger in accordance with and as allowed by the LLC Law.

2.07 Entity Declaration. The Company shall not be a general partnership, a limited partnership, or a joint venture, and no Member shall be considered a partner or joint venturer of or

with any other Member, for any purposes other than for federal and state tax purposes, and this Agreement shall not be construed otherwise.

ARTICLE III

CAPITAL, MEMBERSHIP INTERESTS AND ALLOCATIONS

3.00 Membership Interest. Each Member owns the Membership Interest set forth next to their name on **Schedule A** hereto (their “**Membership Interest**”).

3.01 Capital Contributions. Each of the Members has made initial capital contributions directly to the Company in exchange for their Membership Interests in the Company as set forth on **Schedule A**. Additional capital contributions may be called for from time to time by the Consent of the Members. All such additional capital contributions shall be payable in proportion to each Member’s Membership Interest as set forth on **Schedule A**.

3.02 Adjustments. Each Member’s capital account shall be adjusted whenever necessary to reflect his or its distributive share of Company profits and losses including capital gains and losses and his or its other additional contributions to the Company and distributions made by the Company to the Member, as follows:

(a) Each Member shall have a capital account which shall be increased by:

(i) the amount (or fair market value of the property other than cash) of the Member’s capital contributions to the Company pursuant to Section 3.01.

(ii) the amount of income and gains allocated to the Members pursuant to Section 3.05 and 3.07 of this Agreement; and

(b) Each Member’s capital account shall be decreased by:

(i) the amount of any losses allocated to the Members pursuant to Section 3.05 and 3.07 of this Agreement; and

(ii) all amounts distributed to the Members pursuant to Article IV.

3.03 No Interest Paid. No Member shall receive any interest on his or its capital contributions or on his or its Membership Interest in the Company.

3.04 Capital Accounts Generally.

(a) Except as otherwise provided in this Agreement, whenever it is necessary to determine the capital account of any Member for any purpose hereunder, the capital account of the Member shall be determined after giving effect to the allocation for the Company’s current year of net income and net losses from operations, and all distributions for such year. Loans by any Member to the Company shall not be considered contributions to the capital of the Company,

nor shall payments of interest or principal on such loans be considered reductions in the capital account of any lending Member.

(b) The capital accounts of the Members will be determined and maintained throughout the full term of the Agreement in accordance with the capital accounting rules of Section 1.704-1(b)(2)(iv) of the Federal Income Tax Regulations or any successor or additional provisions relating thereto (the “**Regulations**”).

(c) A Member shall not be entitled to withdraw any part of his or its capital account, or to receive any distribution from the Company, except as specifically provided in this Agreement, and no Member shall be entitled to make any additional capital contributions to the Company other than as provided in this Agreement. No Member shall be personally liable for or required to satisfy any deficit in his or its capital account.

(d) The Members agree that upon the contribution or distribution of Company Property, including money (other than a de minimus amount), in consideration for a Membership Interest in the Company, the Company shall revalue the Company Property to such property’s market value on the date of the contribution or distribution, and the book gain or loss resulting from the revaluation shall be allocated to the Members for purposes of adjusting their capital accounts in the same manner as other items of book gain or loss are allocated pursuant to this Agreement.

3.05 Allocations of Income, Gains and Losses for Tax Purposes. After making all allocations (if any) required by Sections 3.06 and 3.07, net profits or net losses of the Company in each Fiscal Year shall be allocated between the Members so as to cause the adjusted capital account balance of each Member (determined after reflection therein of allocations for such period under Sections 3.06 and 3.07) to equal the sum of all cash distributions actually made to such Member for such Fiscal Year under Sections 4.00 and 4.02 plus the additional amount that would be distributed to such Member under Section 4.01 if, at the time of the allocation pursuant to this Section 3.05, all payments then due and payable to the Company from each Member were made and the Company sold all of its remaining assets for an amount equal to their then respective book values (without adjustment to reflect such hypothetical sale), repaid all Company liabilities (limited, in the case of nonrecourse liabilities, to the fair market value of all property securing such liability) and distributed all remaining proceeds, together with all amounts held in any reserve account, among the Members in accordance with Section 4.01 on the last day of such Fiscal Year. Subject to the other provisions of this Article III, all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of those items among the Members for computing their capital accounts under Code Section 704(b), unless any such allocation for tax purposes is not permitted by the Code, Regulations, or other applicable law.

3.06 Allocations to Reflect Contributed Property and Capital Account Revaluations. In accordance with Section 704(c) of the Code and the Regulations thereunder, taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for Federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property for Federal income tax purposes and its

fair market value, as reflected on **Schedule A**. As provided in Regulation Section 1.704-1(b)(2)(iv)(f), in the event that the capital accounts of the Members are adjusted to reflect the revaluation of Company Property on the Company's books, then subsequent allocations of taxable income, gain, loss and deduction with respect to such property shall take into account any variation between the adjusted basis of such property for Federal income tax purposes and its adjusted fair market value, as recorded on the Company's books. Allocations under this paragraph shall be made in accordance with Regulation Section 1.704-1(b)(4)(i) and, consequently, shall not be reflected in the Members' capital accounts.

3.07 **Regulatory Allocations**. Notwithstanding any other provision in Sections 3.05 and 3.06 to the contrary, to comply with the rules set forth in the Regulations for:

(a) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and

(b) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

(i) "Partner nonrecourse deductions" as described and defined in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2) attributable to a particular "partner nonrecourse liability" (as defined in Regulations Section 1.704-2(b)(4); e.g., a Company liability which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability;

(ii) items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Regulations Sections 1.704-2(f) and 1.704-2(i)(4); and

(iii) items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Regulations Section 1.704-1(b)(2)(ii)(d), relating to unexpected deficit capital account balances (after taking into account (A) all capital account adjustments prescribed in Regulations Section 1.704-1(b)(2)(ii)(d) and (B) each Member's share, if any, of the Company's partnership minimum gain and partner nonrecourse minimum gain as provided in Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5)).

Since the allocations set forth in this Section 3.07 (the "**Regulatory Allocations**") may have results not consistent with the manner in which the Members intend to divide Company distributions, the Members may divide other allocations of net profits, net losses, and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which allocations would be divided among the Members under Article III but for application of the Regulatory Allocations. The Members shall have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the underlying Regulations. The Members may, by written consent of a majority of the Membership Interests, make any election permitted by the Regulations under Code Section 704 that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

3.08 Loans to the Company. A Member may make a loan to the Company, or advance money on its behalf, with the Consent of the Members (each, a “**Member Loan**”). The amount of any Member Loan shall not be deemed an increase in, or contribution to, the capital account of the lending Member, or entitle the lending Member to any increase in his or its share of the distributions of the Company. Unless otherwise agreed by the Consent of the Members, any Member Loans shall bear simple interest computed at prime rate as published in The Wall Street Journal, at the time of the Member Loan, plus one percent (1%), and any payments of principal or interest with respect to such Member Loans shall be deemed to be a Current Operating Expenditure for purposes of computing Net Operating Cash Flow pursuant to Section 1.14 of this Agreement.

3.09 Assignment or Death. In the event of an assignment of a Membership Interest or of a Member’s death, retirement, expulsion or dissolution, profits and losses shall be allocated based on the number of days in the particular year during which each Member owned his or its Membership Interest, or on any other reasonable basis consistent with the Code and applicable Regulations.

3.10 Company Basis Election. In the event of the distribution of property by the Company within the meaning of Code Section 734, or the Transfer of a Membership Interest in the Company within the meaning of Code Section 743, the Members may elect to adjust the basis of the Company Property pursuant to Code Sections 734, 743 and 754. Members affected by this election, if made, shall supply to the Company the information that may be required to make the election.

3.11 Reserve Account.

(a) The Company may establish a separate reserve account and shall deposit therein from time to time such amounts as the Manager may deem appropriate. A deposit to the reserve account shall be deemed to be a Current Operating Expenditure for purposes of computing Net Operating Cash Flow.

(b) The reserve account may be charged with any expenditures made for the replacement, repair or construction of items which are treated as capital assets under generally accepted accounting principles.

ARTICLE IV DISTRIBUTIONS

4.00 Operating Distributions. After providing for the satisfaction of the current debts and obligations of the Company, the Manager shall cause the Company to, as expeditiously as possible, distribute the Net Operating Cash Flow of the Company to the Members in proportion to their respective Membership Interests, or as otherwise agreed upon by the Consent of the Members. Notwithstanding the foregoing, the Company shall not make any such distribution which would violate or create a default under any material agreement to which the Company is or may in the future be a party or by which the Company is or may in the future be bound, or which

might jeopardize the Company's relationship with any creditor, in each case in the discretion of the Manager.

4.01 Liquidating Distributions. Upon liquidation of the Company or sale by the Company of substantially all of the Company assets, the net sales proceeds and any other remaining assets of the Company shall be distributed pursuant to this Section 4.01. The Manager, or the Liquidating Manager as selected pursuant to Section 7.01(b) of this Agreement, shall, after providing for the satisfaction of any of the remaining debts of the Company (including any Member Loans) and all other expenses of liquidation, distribute the remaining Company assets to the Members in proportion to their respective Membership Interests.

4.02 Distributions Resulting From Interim Capital Transactions. For purposes of this Agreement, "**Interim Capital Transactions**" shall mean any liquidation, refinancing or sale of any Company Property other than a sale or liquidation involving the termination and liquidation of the Company or the sale of substantially all of the Company's assets. The liquid assets available from any Interim Capital Transaction shall be distributed first to satisfy the expenses of the Interim Capital Transaction, second to repay any Member Loans, and third to the Members in proportion to their respective Membership Interests.

ARTICLE V MANAGEMENT

5.00 Management of the Company. The Company shall be managed by a manager (the "**Manager**"). The Manager shall be selected by the Consent of the Members. The initial Manager shall be Robert Cimini, to serve until his successor shall have been elected and qualified. Except for decisions reserved for the Members pursuant to Section 5.01 below or as otherwise provided in this Agreement, the Manager shall have full, exclusive and complete authority, power, control and discretion to make all decisions with regard to the business and the day-to-day operations of the Company. Unless authorized by this Agreement or the Manager, no person or party shall have the authority, power or discretion to bind the Company. The Manager shall manage and control the business and affairs of the Company to the best of his ability, and shall endeavor to carry out the purposes of the Company. In connection therewith, the Manager shall:

(a) maintain, at the expense of the Company, complete and accurate records of all Company Property, all correspondence relating to the Company business and the original records of all statements, bills and other instruments furnished to or by the Company in connection with its business;

(b) maintain, at the expense of the Company, the Company accounts on either an accrual or cash basis;

(c) adopt a fiscal or calendar year basis for Federal and Massachusetts State income tax purposes;

(d) furnish each of the Members, within a reasonable time from the end of each year of the Company, with a balance sheet as of the last day of said year and a profit and loss

statement for the preceding Fiscal Year, prepared in accordance with a consistent method of accounting by the public accountant engaged by the Company, together with all necessary tax reporting information required by the Members for the preparation of their Federal and State income tax returns;

(e) execute any and all documents or instruments of any kind which the Members may deem appropriate in carrying out the purposes of the Company, including, without limitation, leases, mortgages, deeds, sales contracts and other agreements, documents or instruments of any kind or character, or amendments thereto;

(f) employ, at the expense of the Company, such managing or other agents, maintenance personnel and other persons necessary for the operation and maintenance of the business of the Company, and engage attorneys, accountants and brokers to the extent such professional services are required during the operation of and upon the disposition of the Company assets;

(g) take such actions as necessary to cause the Company to comply with its legal and contractual obligations; and

(h) conduct periodic meetings with all Members, if and as requested, for the purpose of informing the Members about the Company's business activities and intentions.

5.01 Decisions Reserved for the Members. Notwithstanding Section 5.00 above, the following actions shall require the Consent of the Members:

(a) the amendment of this Agreement or the Articles of Organization;

(b) the admission of a new Member to the Company or the issuance of additional Membership Interests;

(c) the requirement of Members to make additional capital contributions;

(d) the incurring or assuming on behalf of the Company of any kind of debt or other obligation to repay money or the guaranteeing of the debts or obligations of any other party;

(e) the removal of the Manager and the appointment of his replacement;

(f) the removal of the Partnership Representative and the appointment of his replacement;

(g) the sale or other disposition of all or substantially all of the assets of the Company;

(h) the merger or consolidation of the Company with or into another entity;

(i) the dissolution or winding up of the Company; or

(j) capital expenditures in excess of Fifty Thousand and 00/100 Dollars 00/100 (\$50,000.00).

5.02 Company Tax Matters. Robert Cimini is designated as the Company's "partnership representative" under Code Section 6223(a) until the earlier of the date on which he ceases to be a Member of the Company or the date his successor shall have been elected and qualified (the "**Representative**"). In carrying out his responsibilities as "partnership representative," the Representative shall have authority to make such elections (including, but not limited to, making an election under Code Section 6226 to have Members take tax adjustments into account on their own tax returns), take such actions and enter into such agreements as the Representative deems are in the best interest of the Members. Without the Consent of the Members, however, the Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement agreement relating to items of income, gain, loss, or deduction of the Company with any taxing authority. The Representative shall keep all Members reasonably informed of the status and significant developments of any disputes, controversies and proceedings with the Internal Revenue Service or with any state or local taxing authority. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Representative with respect to the conduct of such proceedings. Each Member shall treat all Company items of income, gain, loss, deduction or credit consistent with the Company's treatment of such items as reflected on the Schedule K-1 or other information statement furnished by the Company. In the event that the Company becomes liable for and pays any taxes, interest or penalties under Code Section 6225 and no election is made or effective under Code Section 6226, each person that was a Member of the Company for any part of the taxable year to which such liability relates shall indemnify, defend and hold harmless the Company for such person's allocable share of the amount of such tax liability, including any interest and penalties associated therewith. The rights and obligations of this Section 5.02 shall survive any termination or Transfer of a Member's Membership Interest and the dissolution and winding up of the Company.

5.03 Expenses. All expenses incurred in connection with the management and operation of the Company business shall be borne by the Company.

5.04 Rights of Members. Members shall have the following rights:

(a) No Member shall be personally liable for any of the debts of the Company or any of the losses thereof beyond the amount committed by him or it to the capital of the Company and his or its share of the undistributed profits of the Company.

(b) Each Member may, at all reasonable times, inspect and examine all Company records.

5.05 Meetings; Voting.

(a) Meetings of the Members may be called by the Members. The call shall state the reason for the meeting and notice of any meeting shall be given in writing to Members

not less than seven (7) days nor more than thirty (30) days prior to the date of the meeting, which shall be set forth in the call. Meetings shall be held at the principal office of the Company or at such other place as may be reasonably determined by the Members.

(b) Except as otherwise provided by law, this Agreement or the Articles of Organization, a majority of the Members entitled to vote thereat, present in person or represented by proxy, shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of Members. If, however, such quorum shall not be present or represented at any meeting of Members, Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

(c) At any meeting of Members, every Member having the right to vote shall be entitled to vote in person or by proxy. In voting on any matter that requires the vote of the Members, each Member shall be entitled to vote in proportion to his or its Membership Interest. The affirmative vote of the Members approving any Company action on a matter coming before the Members at a meeting or otherwise shall require the Consent of the Members unless otherwise provided in this Agreement.

(d) Every proxy must be executed in writing by Members or by their attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except in those cases where an irrevocable proxy is permitted by law.

(e) Whenever by any provision of law (or of the Articles of Organization or this Agreement), the vote of Members at a meeting thereof is required or permitted to be taken in connection with any company action, the meeting and vote of Members may be dispensed with, if all Members that would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such Company action being taken.

5.06 Independent Ventures. Any of the Members may engage in and possess an interest in other business ventures of every nature and description, independently and with others, and neither the Company nor any of the other Members shall have any right by virtue of this Agreement in and to any such independent ventures or to the income or profits derived therefrom.

5.07 Deadlock Provisions. Under circumstances in which there are only two Members of the Company holding equal Membership Interests, and such Members are unable to agree as to the manner in which the affairs of the Company shall be conducted (a “**Deadlocked Matter**”), the Members shall use the following procedure to resolve any such Deadlocked Matter:

(a) A meeting between the Members shall be held within three (3) days of either Member sending a notice to the other of such meeting. The Members shall attempt in good faith to negotiate a resolution of the dispute at the meeting.

(b) If the Members have not succeeded in negotiating a resolution of the dispute within three (3) days of the meeting or if a meeting is not held for any reason within said three (3)

days after the notice is delivered, the Members shall jointly appoint a mutually acceptable mediator and shall attend meetings with the mediator in an effort to resolve the Deadlocked Matter. If the Members are unable to resolve the Deadlocked Matter through mediation within three (3) days after the commencement of the mediation, or if the mediation does not occur for any reason within such three (3) day period, the matter shall be submitted to binding arbitration pursuant to paragraph (c) below.

(c) Any dispute between the Members not resolved in accordance with paragraphs (a) and (b) above will at the request of any Member be resolved by binding arbitration before a sole, impartial arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services pursuant to its Comprehensive Arbitration Rules and Procedures, and no party to any such controversy will be entitled to any punitive damages. The decision of the arbitrator will be final and binding in the absence of manifest fraud, and judgment may be entered upon any award granted in any such arbitration in any court of competent jurisdiction in the county and state in which the Company maintains its principal office at the time the award is rendered or in any other court having jurisdiction. The arbitrator shall, in the award, allocate all of the cost of the arbitration including the fees of the arbitrator and the reasonable attorneys' fees of the substantially prevailing party, against the party who did not prevail.

5.08 Indemnification.

(a) To the full extent authorized or permitted by law and subject only to the exclusions set forth in Sections 5.08(b) and 5.08(c) below, the Company shall hold harmless and indemnify any person (as defined in Section 5.08(a)(i)) against judgments, fines, amounts paid in settlement and reasonable expenses, including reasonable attorneys' fees and costs of investigation, actually and reasonably incurred in any civil, criminal or investigatory action or proceeding or any appeal therein in which that person is made or threatened to be made a party.

(i) For the purpose of this Section 5.08, a "person" shall mean a Member, any manager or Representative, and an executor or intestate representative of the foregoing.

(ii) For the purpose of this Section 5.08, an "action" or "proceeding" shall include:

(A) an action, proceeding or appeal therefrom, by or in the right of the Company to procure a judgment in its favor, whether civil, criminal or investigatory; and

(B) an action, proceeding or appeal therefrom, whether civil, criminal or investigatory, by or in the right of any other entity or joint venture, trust, employee benefit plan or other enterprise, in which a person served in any capacity at the request of the Company.

(b) No indemnification shall be made to or on behalf of any person if a judgment or other final adjudication adverse to that person establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of

action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Furthermore, no indemnification pursuant to this Section 5.08 shall be made by the Company: (i) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful, or (ii) with respect to any proceeding or settlement not authorized or consented to by the Company.

(c) No indemnification shall be made to or on behalf of any person arising out of or in connection with any obligation by the Company for any financing, permanent or otherwise, which may have been guaranteed by a Member.

ARTICLE VI TRANSFERS OF MEMBERSHIP INTERESTS

6.00 Assignability of Membership Interests by Members.

(a) No Member shall have the right to Transfer any rights, title or interests in or to all or any portion of his or its Membership Interest to any third party, except as permitted by this Agreement or with the Consent of the Members. Any Transfer in violation of this Agreement shall be null and void ab initio.

(b) If a Member Transfers all or any portion of his or its Membership Interest to an assignee pursuant to the terms of this Agreement, the assignee of such Membership Interest, including a Permitted Transferee pursuant to Section 6.00(c), may only become a fully substituted Member of the Company upon satisfaction of the conditions set forth in Section 6.02 below.

(c) Any Member, while he or it is a Member of the Company and without having to obtain the Consent of the Members, may Transfer all, or any portion, of his or its Membership Interest to a Permitted Transferee (as defined in this Section 6.00(c)). For purposes of this Agreement, a “**Permitted Transferee**” means the Member’s spouse, children or lineal descendants, or any partnership, limited liability company, corporation, trust or other entity for the benefit of the Member or any of the foregoing.

6.01 Right of First Refusal. In the event that a Member desires to Transfer his or its Membership Interest to a third party during his lifetime (the “**Offer**”), the Member will first make an offer to sell his or its Membership Interest in the following manner:

(a) The Offer will be given to the remaining Member and will consist of an offer to sell the entire Membership Interest owned by the Member (the “**Offered Interest**”) wishing to Transfer his or its Membership Interest (the “**Transferring Member**”). The Transferring Member will attach a statement to the Offer, containing the name and address of the prospective purchaser, transferee, lienor or person wishing to acquire the Offered Interest and the terms thereof. The remaining Member shall have the option to purchase the Offered Interest within thirty (30) days of receipt of the Transferring Member’s written notice regarding the Offered Interest. The remaining Member’s written notice of exercise shall be binding upon delivery and irrevocable by such remaining Member.

(b) If the remaining Member elects to purchase the Offered Interest owned by the Transferring Member, the price at which the Offered Interest will be sold will be the lesser of the Purchase Price as defined in Section 6.05 below, or the amount appearing in the statement attached to the Offer. The Purchase Price will be paid as set forth in Section 6.06.

(c) If the remaining Member does not elect to purchase the Offered Interest, the Transferring Member may then make a bona fide Transfer to the person or entity named in the statement attached to the Offer. The Transfer shall be made in strict accordance with the terms stated in the Offer. If the Transferring Member fails to make the Transfer within sixty (60) days following the expiration of the time within which the remaining Member may elect to purchase the Offered Interest under this Section 6.01, the Offered Interest will again become subject to all the restrictions of this Agreement.

(d) The failure of the remaining Member to deliver an exercise notice by the end of the option period described above shall constitute a waiver of the applicable rights of first offer under this Section 6.01 with respect to the Transfer of such Offered Interest, but shall not affect their respective rights with respect to any future Transfers.

6.02 Substituted Member. Notwithstanding the valid assignment of a Member's Interest pursuant to Section 6.00 or 6.01 above, the assignee of the Membership Interest (the "**Assignee**") shall not become a Member unless such substituted Member has first received the approval described in Section 5.01(b) and evidences his or its agreement to such substitution by signing a joinder signature page to this Agreement stating such fact and, in addition, stating that the Assignee has:

(a) accepted and assumed, in form satisfactory to the Manager and remaining Member, all the terms and provisions of this Agreement;

(b) provided, in the case of a corporate assignee, a certified copy of a resolution of its Board of Directors authorizing it to become a Member under the terms and provisions of this Agreement;

(c) executed a statement that it is acquiring the Membership Interest for investment and not for resale;

(d) executed such other documents or instruments as the Manager may reasonably require to admit the Assignee as a Member; and

(e) paid such reasonable expenses as may be incurred by the Membership in connection with the admission of a Member, if required by the Manager.

A Transfer of any Membership Interest of a Member shall become effective on the first day of the first quarter next succeeding the date on which all of the conditions described in this Section 6.02 hereof shall have been satisfied in respect of such Transfer, or such earlier date as may be specified by the holders of a majority of the Membership Interests.

6.03 Rights of Assignee. Unless admitted to the Company as a Member in accordance with Sections 6.00 and 6.02, the Assignee of a Membership Interest in the Company, by assignment, operation of law or otherwise, shall not be entitled to any of the rights, powers, or privileges of his, her or its predecessor in interest, except that he, she or it shall be entitled to receive and have allocated his, her or its share of distributions and of income or loss.

6.04 Purchase upon the Death or Dissolution of a Member.

(a) Upon the death or dissolution of a Member, the remaining Member shall have the option to purchase all of the Membership Interest owned by the deceased or dissolved Member at the time of his death or dissolution by delivery of a written notice to the deceased or dissolved Member's executor, administrator or other legal representative, as the case may be, within thirty (30) days of qualification of the executor or administrator of the deceased or dissolved Member's estate. The remaining Member's written notice of exercise shall be binding upon delivery and irrevocable by the remaining Member.

(b) If the remaining Member elects to purchase the deceased or dissolved Member's Membership Interest, the price at which the Membership Interest will be sold will be the Purchase Price as defined in Section 6.05 below. The Purchase Price will be paid as set forth in Section 6.06.

(c) If the remaining Member does not elect to purchase the Membership Interest of the deceased or dissolved Member, then such Membership Interest shall be released from the restrictions imposed by this Agreement. The failure of the remaining Member to deliver an exercise notice by the end of the option period described above shall constitute a waiver of the applicable rights of first offer under this Section 6.04 with respect to the Transfer of such Membership Interest, but shall not affect their respective rights with respect to any future Transfers.

6.05 Purchase Price.

(a) The "**Purchase Price**" for purposes of this Article VI shall be equal to the product obtained by multiplying (A) the percentage Membership Interest subject to sale by (B) the fair market value of the Company as determined under Section 6.05(b) below.

(b) If the Members cannot agree on the fair market value within thirty (30) days after any event triggering such Transfer, the Members shall appoint an independent appraiser. If the Members cannot agree on the independent appraiser within five (5) days, each Member shall appoint an independent appraiser, and the two selected appointed appraisers shall select a final independent appraiser who shall determine the appraised fair market value of the Company and the Membership Interest subject to Transfer or sale, as of the date giving rise to the option to purchase the Membership Interest. The appraised value of the Membership Interest as determined by the independent appraiser shall be the Purchase Price, and such determination shall be binding and conclusive upon all the parties. The failure of any party entitled to appoint an appraiser to make such appointment within the thirty (30) day period shall constitute a waiver of the party's right to appoint an appraiser.

(c) The fees and other costs of the appraiser and the appraisal shall be shared equally between the purchaser(s) on the one hand and the transferring Member on the other.

6.06 Payment of Purchase Price and Closing. The closing of any purchase or sale of a Membership Interest pursuant to this Agreement shall take place at the offices of the Company within sixty (60) days of the event giving rise to the option to purchase the Membership Interest subject to Transfer. The Purchase Price for any Membership Interest hereunder shall be payable in installment payments as evidenced by a promissory note made by the purchaser at the time of closing. Such promissory note shall be payable in sixty (60) equal consecutive monthly installments of principal plus interest. Interest shall accrue annually at prime rate as published in The Wall Street Journal on the date giving rise to the option to purchase the Membership Interest, plus one percent (1%). The first installment payable under the promissory note shall be due one (1) month after the closing of the purchase and sale of the Membership Interest.

ARTICLE VII DISSOLUTION AND TERMINATION

7.00 Events Triggering Dissolution. The Company shall be dissolved and its business wound up upon the Consent of the Members or by operation of law.

7.01 Dissolution.

(a) No dissolution of the Company shall release any of the parties hereto from their contractual obligations under this Agreement.

(b) In the case of an event triggering dissolution, the Members shall elect a Liquidating Manager, or if they cannot so decide, the Company's then current accounting firm shall become the Liquidating Manager or shall select the Liquidating Manager. The Liquidating Manager shall serve as a manager only for purposes of winding up the Company. In the case of termination, all Company assets shall be sold and the proceeds distributed or, if the Liquidating Manager so elects, the assets distributed in-kind, to the Members entitled to the assets as tenants in common in the same proportion as the Members should have been entitled to cash distributions under Section 4.01.

ARTICLE VIII MISCELLANEOUS

8.00 Successors and Assigns; Assignment. Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by any Member except as permitted in this Agreement (or as otherwise consented to in a prior writing by all of the other Members) and any such assignment in violation of this Agreement shall be null and void. No Member may assign, transfer, or delegate any or all of his or its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not

such party is the surviving corporation), operation of law, or any other manner, without the prior written consent of the other Member.

8.01 Entire Agreement. This Agreement contains the entire understanding between the Members and supersedes any prior understanding or written or oral agreements or memoranda between or among any of them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among any of the Members relating to the subject matter of this Agreement which are not fully expressed herein.

8.02 Modifications. No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by the Members in accordance with Section 5.01(a) and any other party or parties sought to be charged therewith; and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

8.03 No Third Party Beneficiary. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

8.04 Partial Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

8.05 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart. Any such counterpart delivered by electronic mail or facsimile shall be binding as an original.

8.06 Notices. Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving notice, and shall be deemed to have been given on the earlier to occur of (a) the date of actual delivery, or (b) the date mailed by certified mail, return receipt requested, to such address as listed on Schedule A.

8.07 Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts. The parties consent to the jurisdiction of the state and federal courts located in Berkshire County, Massachusetts, and agree that any disputes shall be properly venued in such courts.

8.08 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.09 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of his or its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to him or her at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (a) post a bond or other security, or (b) prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

8.10 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

8.11 Attorneys' Fees and Costs. In the event of a dispute or litigation to enforce or defend enforcement of this Agreement, the substantially prevailing party(ies) shall be entitled to collect from the other party(ies) his or its costs and expenses including, without limitation, attorney's fees and court costs.

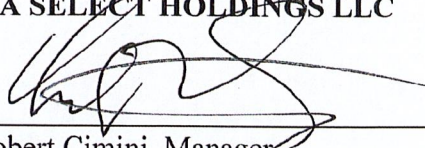
[signature page follows]

IN WITNESS WHEREOF, the parties to this Operating Agreement have executed this Agreement effective as of the day and year first above written.

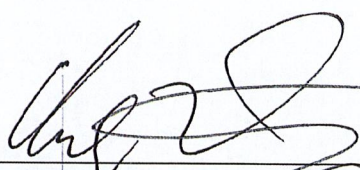
COMPANY:

CANNA SELECT HOLDINGS LLC

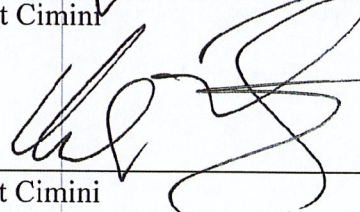
By:


Robert Cimini, Manager

MANAGER:


Robert Cimini

MEMBERS:


Robert Cimini

Chris Cimini

Mark Blood


James Pronti

Nick Wilson

[SIGNATURE PAGE TO OPERATING AGREEMENT OF

IN WITNESS WHEREOF, the parties to this Operating Agreement have executed this Agreement effective as of the day and year first above written.

COMPANY:

CANNA SELECT HOLDINGS LLC


By: _____
Robert Cimini, Manager

MANAGER:

Robert Cimini

MEMBERS:

Robert Cimini



Christopher Cimini

Mark Blood

James Pronti

Nick Wilson

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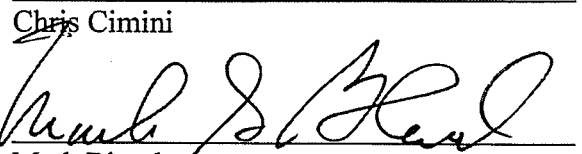
By: _____
Robert Cimini, Manager

MANAGER:

Robert Cimini

MEMBERS:

Robert Cimini

Chris Cimini


Mark Blood

James Pronti

Nick Wilson

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CANNA SELECT HOLDINGS LLC

By: _____
Robert Cimini, Manager

MANAGER:

Robert Cimini


MEMBERS:

Robert Cimini

Chris Cimini

Mark Blood

James Pronti



Nick Wilson

[SIGNATURE PAGE TO OPERATING AGREEMENT OF
CANNA SELECT HOLDINGS, LLC]

Schedule A

Members

<u>Members</u>	<u>Capital Contributions</u>	<u>Percentage of Membership Interests</u>
Nick Wilson	\$ _____	20 %
James Pronti	\$ _____	20%
Robert Cimini	\$ _____	20%
Chris Cimini	\$ _____	20 %
Mark Blood	\$ _____	20 %
		100%

Plan to Obtain Liability Insurance

Canna Select Holdings, LLC (“Canna Select”) 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 shall be no higher than \$5,000 per occurrence.

Prior to commencing operations, Canna Select will provide proof of having obtained a surety bond or escrow account in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to 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. 544 or 935 CMR 500.000 or the cessation of operation of Canna Select Holdings, LLC.



Canna Select

Tier 3 Indoor Cannabis Production Establishment

- Indoor Cultivation
- Wholesale Delivery

23 LaSalle Drive, Whately, MA 01373

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Leadership TEAM

Neal A. Dach ♦ CEO

Bob Cimini ♦ CFO

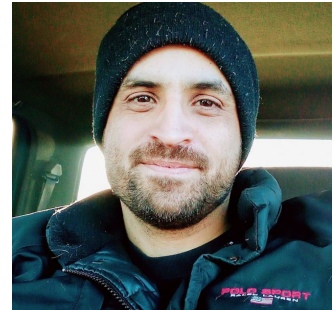
Chris Cimini ♦ CFO

Neal Dach, Robert Cimini, and Chris Cimini are excited to work with John LaSalle to convert his flower cultivation center (LaSalle Florists) from a traditional floral farm into a licensed commercial cannabis cultivation establishment. CannaSelect is committed to producing top quality cannabis flowers and products with the help of LaSalle Florists' current staff of experienced professional cultivators.

Neal A. Dach

- Cannabis Cultivator
- Training and Development
- Environmental Conservation
- Compliance Administrator
- Veteran of Operation Iraqi Freedom

Neal Dach started his professional journey serving on the US Army Bomb Squad. During his time in service, Neal worked closely with other US Army Bomb Technicians to ensure the successful protection of the President, Vice President, and other foreign dignitaries against explosive attacks, responded to hundreds of incidents in Louisiana, West Texas, and the surrounding area, and deployed to combat during Operation Iraqi Freedom.



While studying Neuroscience at Harvard University, Neal fell in love with the medical potential for marijuana use to help combat veterans returning from overseas.

Cultivation of marijuana soon became Neal's passion as he dedicated his post-master's career to producing the premier quality cannabis flowers.

Neal is eagerly anticipating the opportunity to share his passion for marijuana through the safe distribution channels afforded by the State of Massachusetts.

Chris Cimini

- Financial Expert
- Certified Public Accountant
- Experienced CFO

Chris grew up in the Berkshires, attending St Joseph's Central High School where he graduated in 2001. Chris excelled in both school and sports at St. Joseph's. He was recruited to play lacrosse at Nazareth College, a top Division III school in Rochester where he played from 2002-2005. He was team captain and a 2-time All-American defenseman, earning those honors in 2004 and 2005. Nazareth contended in the D3 2004 National Championship game in Baltimore, MD. After college, Chris, a CPA, spent 11 years at a large regional CPA firm in Rochester, NY, most recently as a Senior Manager in the Audit/Advisory and Business Valuation groups. Chris moved to the private sector in 2016 and now serves as a Partner and Chief Financial Officer for one of the largest commercial real estate companies in Western NY, Buckingham Properties. As the CFO, Chris oversees all financial related matters for Buckingham's entire portfolio under management including financial reporting, cash flow management, bank dealings and acquisition/disposition strategies. He also manages the IT needs of the company and plays a key role in HR and long term strategic planning.

Robert Cimini

- Massachusetts Healthcare System Expert
- Permitting and Licensing
- Experienced CFO

Bob Cimini was born and raised in the Berkshires and currently resides in Hinsdale, MA. A long time Massachusetts resident, Bob and his wife, Peg Smith Cimini have raised three children in the Berkshires. Bob is also involved in many community activities and currently works in the Healthcare industry. Educated at Bentley College, he pursued an accounting degree and has held many financial executive positions in Berkshire County during his career and is currently working as a CFO for GEER Corporation.



Canna Select

Contact Information:

Chris Cimini

Office: 585-287-5852

Mobile: 585-737-2119

ccimini@buckprop.com

Robert Cimini

Mobile: 413-281-2568

robocim3@msn.com

Address:

Mailing

23 LaSalle Drive,
South Deerfield, MA 01373

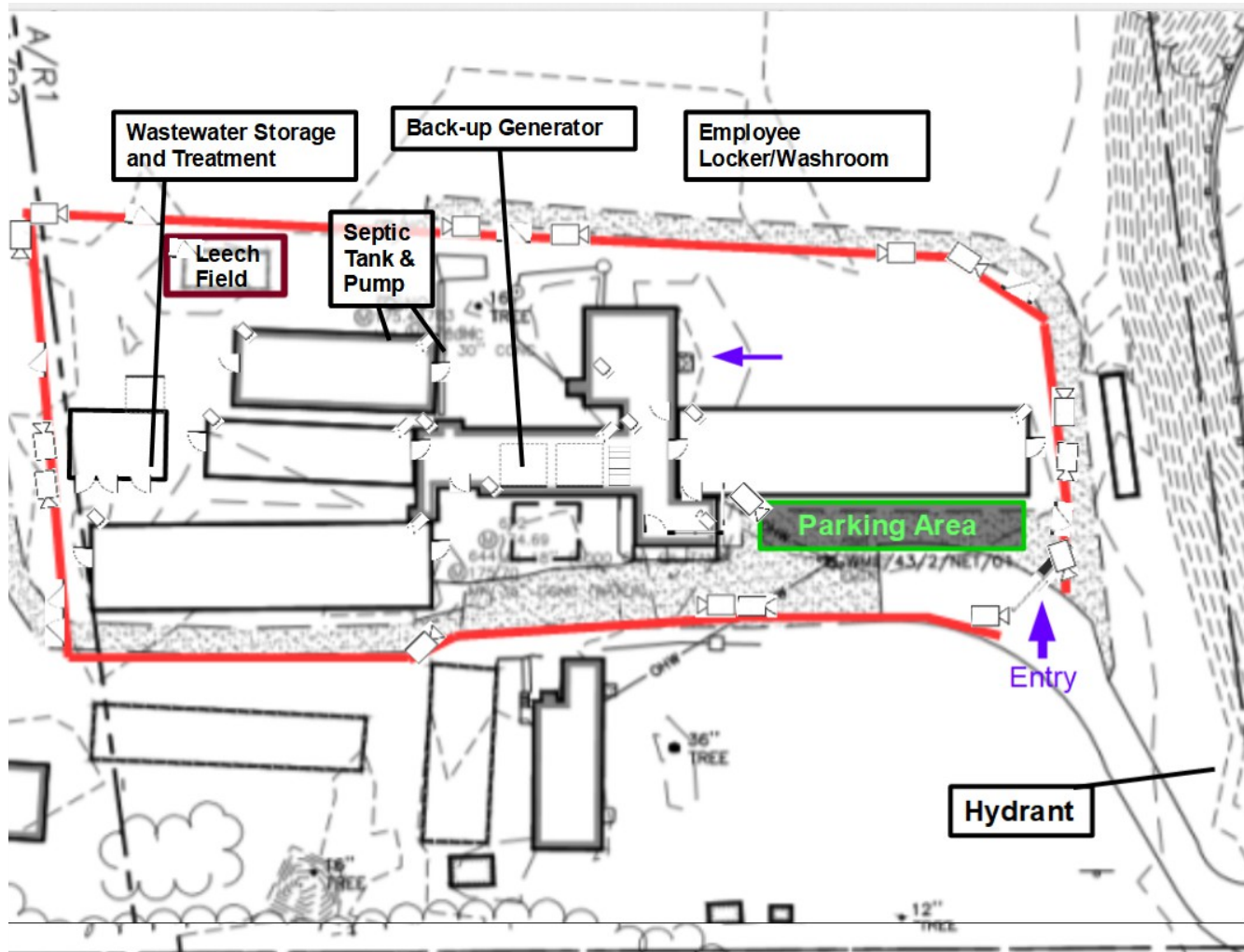
Physical

23 LaSalle Drive,
Whately, MA 01373

Site Plan

Canna Select will begin operation as a tier 3 Cannabis Cultivation facility with a view to scaling up to larger tiers. Products will be produced and stored securely until delivery to retail marijuana establishments.

Note: The number and location of cameras are altered for security purposes.

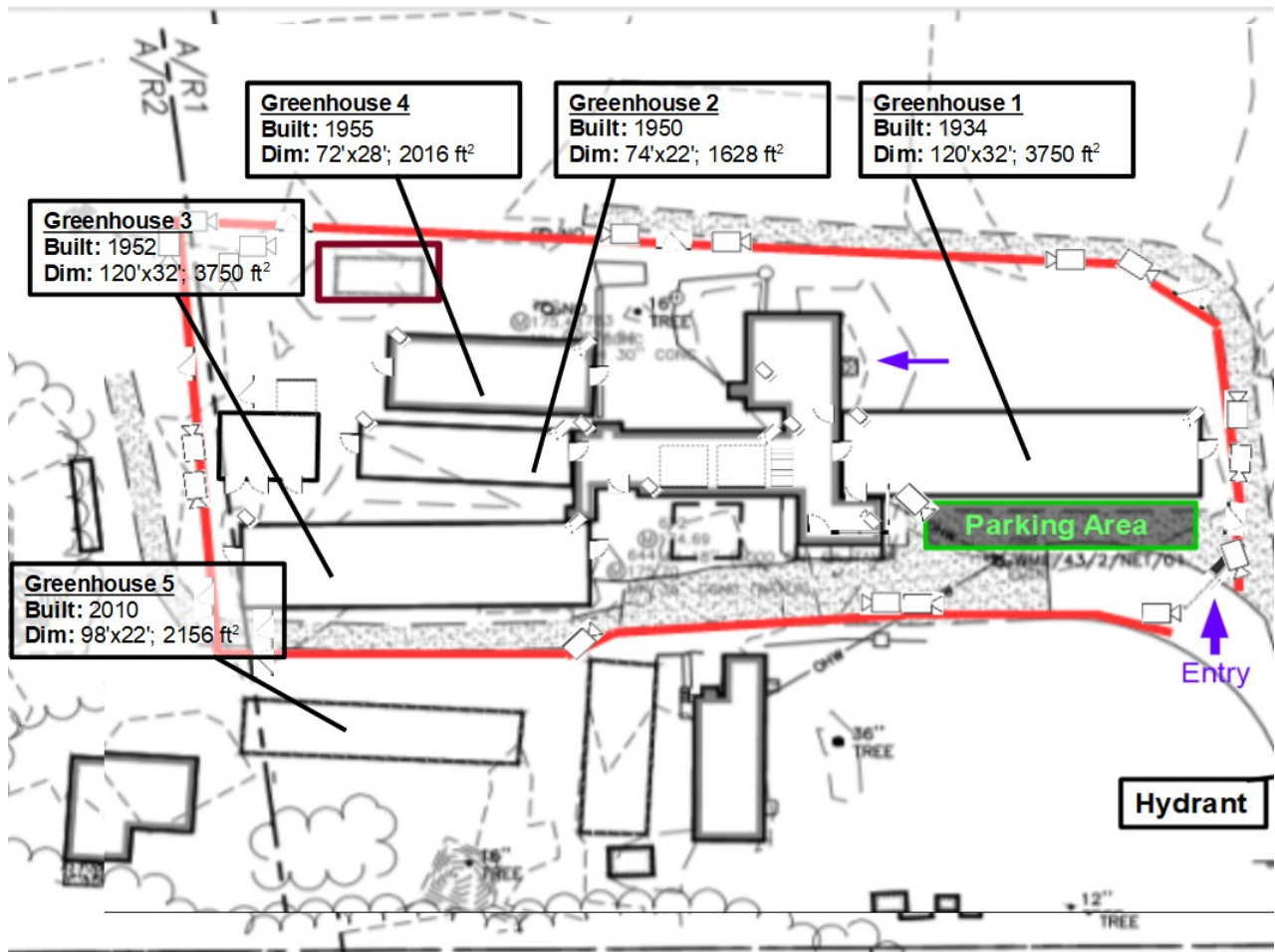


Greenhouse Overview

	Year Built	Dimensions	Area
Greenhouse 1	1934	120'x32'	3750 ft ²
Greenhouse 2	1950	74'x22'	1628 ft ²
Greenhouse 3	1952	120'x32'	3750 ft ²
Greenhouse 4	1955	72'x28'	2016 ft ²
Greenhouse 5	1995	98'x22'	2156 ft ²

Top: Satellite image of property to be used for business operations

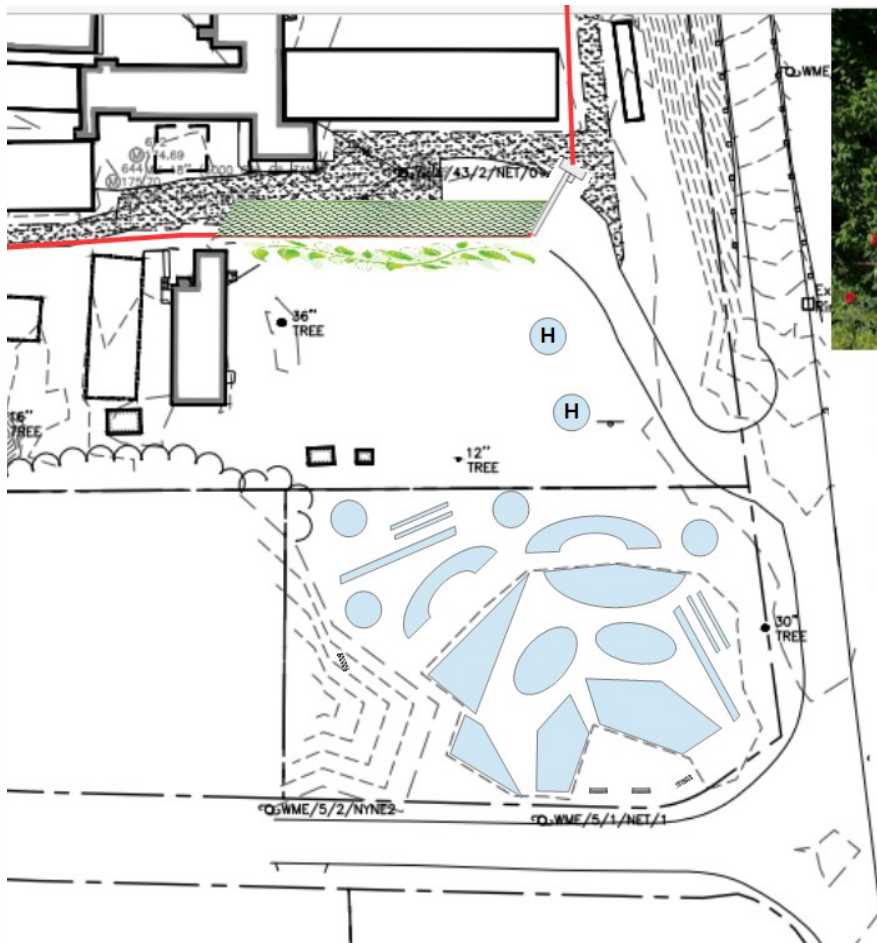
Bottom: Diagram of the relevant parts of the same property. The three greenhouses are labeled Propagation, Flower 1, and Flower 2. The area labeled as Processing will be used for drying, trimming, curing, and packaging, and storing cannabis flowers (bud). The building labeled as storage/waste will be used for storing equipment and cannabis waste (stems). The area labeled with a home icon will be used for security, admin, and employee locker rooms and shower areas.



Community Presence

Canna Select will present itself as a subdued, subtle presence in the community. Frontage will be adorned in a fashion that speaks of home and family. The security fence will be hidden by a lattice facade with fruiting and or flowering foliage. The flower field in the southeast corner of the property will be turned into a flower viewing area.

Canna Select will also take measures to limit light pollution. Security cameras covering external areas shall include cameras with the capability to function with minimum lighting at night. External lighting should be consistent with public safety requirements and hours of operation, reasonably shielded from abutting properties and designed to reduce light pollution. Internal lighting in greenhouses shall be fully screened from abutters after sunset.



Frontage Improvements

- White Lattice with foliage installed on south face of fence where visibility is high. Foliage will be arranged in a manner similar to what is depicted in the image above.
- The flower field on the southeast corner of the property (referred to as "the front field") will be crafted into a flower viewing area to be called LaSalle Park. LaSalle Park will include:
 - ✓ Park Benches
 - ✓ Several large flower displays represented by the blue shapes in the image (left)
 - ✓ Areas where flowers can be picked
 - ✓ Ongoing curation through the spring, summer and fall

Site Features

The property has a total area of 12 acres, 5 of which are developed. The majority of the field facing hwy 5 will remain as is and may be used to grow traditional farm crops such as flowers and produce. The back of the field near the treeline facing Mill River may be used for additional greenhouses and organic gardens.



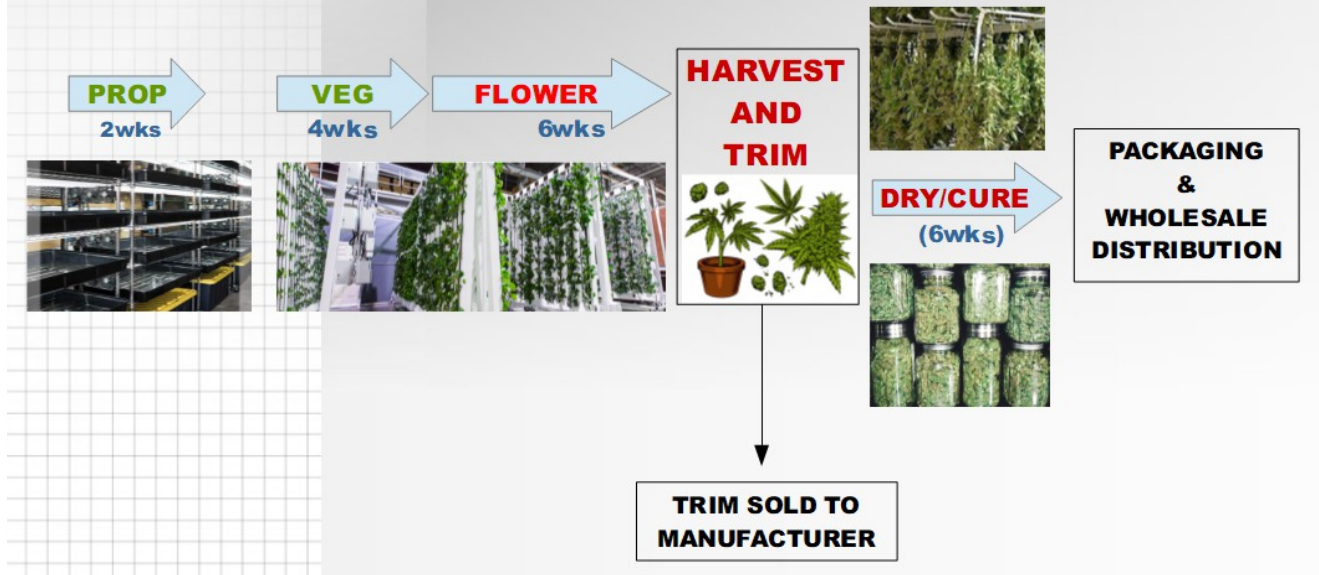
- ◆ Over 7,000 sqft of indoor space
 - Flower Shop
 - Apartment
 - House
 - Offices
 - Basement
- ◆ 10,000 sqft of heated greenhouse space
- ◆ 2 shallow wells
- ◆ City Water
 - Fire Suppression
 - Domestic Service
- ◆ Field Irrigation from Mill River
- ◆ 3 phase power available
- ◆ Natural Gas and Propane heating systems
- ◆ 3 bathrooms and 2 shower facilities
- ◆ 2 full kitchens (Employee Breakrooms)
- ◆ 2 Washer/Dryer hookups
- ◆ 2 Large storage facilities (Shed at north side of field and structure at southwest corner of the property)
 - May be used for equipment and other non-cannabis item storage
- ◆ 2 delivery vans
- ◆ Parking
 - 28'x133'; 3724 ft²
 - 10 Vehicle Capacity (two spaces reserved for delivery vehicles)

	10 FT	10 + 10
	10/17 FT	10 + 10
	10/17 FT	10 + 10
	40 FT (2 STORES)	30 FT + (2 STORES)
	75%	100 THRU 20%

STRICTLY BUTTING A NON-RESIDENTIAL DISTRICT

- [illegible]

Operational Diagram



Plants grown from seeds and cuttings will spend two weeks in propagation trays until they form roots. Seedlings are then transported to vertical hydroponic towers where they spend 4 weeks in vegetative growth and then 6 weeks flowering. Once flowering is complete, plants are harvested and then hung to dry for two weeks. Fully dried plants are then trimmed and separated into three piles, bud, leaves and shake (tiny pieces of bud that broke off from the flower mass), and stems (waste). The whole bud is cured in large plastic bins and mason jars for 4 weeks and then packaged for wholesale distribution. The leaves and shake, together referred to as trimmings, will be sold and delivered to a manufacturer.

Canna Select Holdings LLC

Projected Income Statements

	Year 1	Year 2	Year 3
	Total	Total	Total
Total Revenue	\$11,220,000	\$29,452,500	\$47,685,000
Total Cost of Sales	(2,572,658)	(7,591,748)	(\$14,101,543)
Gross Profit	8,647,343	21,860,753	33,583,458
SG&A Expenses	(323,618)	(\$333,436)	(\$343,553)
Earnings before interest, taxes, depreciation & amortization (EBITDA)	8,323,724	21,527,316	33,239,905
Depreciation expense	(\$215,000)	(\$479,000)	(\$823,000)
Earnings before interest & taxes (EBIT)	8,108,724	21,048,316	32,416,905
Interest expense	(\$96,526)	(\$86,707)	(\$75,869)
Pretax income (EBT)	8,012,198	20,961,609	32,341,036
Total taxes	(2,272,516)	(5,762,382)	(8,828,943)
Net Income	5,739,682	15,199,227	23,512,093

Maintaining of Financial Records Plan

Canna Select Holdings, LLC's ("Canna Select") operating policies and procedures and robust recordkeeping procedures (see Canna Select's companion Recordkeeping Procedures for greater detail) will ensure that its financial records are accurate and maintained in compliance with the Commission's regulations at 935 CMR 500 *et. seq.* Canna Select's financial records maintenance plan includes policies and procedures requiring that:

- A. Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- B. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records available for inspection, and in accordance with Generally Accepted Accounting Principles ("GAAP"), which will include manual or, if possible, electronic records of: 1) statements assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) 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.
- C. Additional written business records will be kept, including, but not limited to, records of: 1) 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); 2) fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and 3) fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.
- D. Canna Select will not utilize software or other methods to manipulate or alter sales data and will conduct monthly audits of its sales equipment and software (including accounting and seed-to-sale tracking systems) in order to confirm that no such malware has been deployed. If Canna Select uncovers any sales data manipulation, it shall immediately disclose that information to the Commission, cooperate with the Commission in any investigation regarding manipulation or alteration of sales data, and take any other such action as directed by the Commission.
- E. Canna Select shall maintain records that it has completed the required monthly audits and make such records available to the Commission upon request.

- F. Finally, Canna Select shall institute separate accounting practices for marijuana and non-marijuana sales and comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

Quality Control and Testing

Canna Select Holdings, LLC (“Canna Select”) is dedicated to selling the highest quality marijuana and marijuana products to its customers. That commitment requires Canna Select to maintain safe and sanitary working conditions, to hold its employees to the highest sanitation standards, and to ensure that its products are properly tested for contaminants. Accordingly, Canna Select shall abide by the below requirements:

Testing of Marijuana

- A. Canna Select shall engage an Independent Testing Laboratory to test its marijuana and marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Massachusetts Department of Public Health (“DPH”) and to test its environmental media (*e.g.*, soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.
- B. Canna Select will never market or sell marijuana or marijuana product that is not capable of being tested by Independent Testing Laboratories (except as allowed under 935 CMR 500.000).
- C. Canna Select will utilize an Independent Testing Laboratory to conduct testing for contaminants as required by the Commission, including for mold, mildew, heavy metals, plant-growth regulators, and pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. Testing records shall be maintained for no less than one year.
- D. Canna Select shall provide written notification within seventy-two hours to the Commission of any testing results indicating that its marijuana or marijuana products’ contaminant levels are above the acceptable limits identified in 935 CMR 500.160(1), that contamination cannot be remediated, and must be disposed of. Canna Select shall also ensure that its Independent Testing Laboratory notify the Commission of the results. In its written notification to the Commission, Canna Select shall offer a proposed plan to destroy the contaminated product and to identify and remediate the source of contamination.
- E. All transportation of marijuana and marijuana products to and from an Independent Testing Laboratory shall be secure and in compliance with 935 CMR 500.105(13).
- F. Following testing, all excess marijuana shall be disposed of in compliance with Canna Select’s Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning the excess marijuana to Canna Select for disposal or by the Independent Testing Laboratory disposing of it directly.

- G. If Canna Select were to sell or transfer marijuana or marijuana products to other Marijuana Establishments, then, consistent with 935 CMR 500.120(6), Canna Select would provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160.
- H. In accordance with 935 CMR 500.160(13), if Canna Select receives notice that Marijuana it has submitted for testing has failed any test for contaminants shall either reanalyze the Marijuana without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana.
 - 1. Reanalysis by a Second Independent Testing Laboratory (“ITL”). If Canna Select chooses to reanalyze the sample, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Canna Select shall dispose of any such product
 - 2. Remediation. If Canna Select chooses to remediate, a new test sample shall be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana may be remediated a maximum of two times. Any Marijuana that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. Canna Select shall dispose of any such product.
 - 3. If Canna Select chooses to dispose of the Marijuana, it shall do so in compliance with 935 CMR 500.105(12): Waste Disposal.

Handling of Marijuana & Sanitation

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

- A. Canna Select shall process the leaves and flowers of the female marijuana plant only. Such leaves and flowers shall be: (i) well cured and generally free of seeds, stems, dirt, sand, debris, mold, rot, other fungus, and bacterial diseases; (ii) prepared and handled on food-grade stainless steel tables; (iii) free of dirt sand, debris, and other foreign matter; (iv) of contamination by mold, rot, other fungus, and bacterial diseases; and (v) packaged in a secure area.

- B. Any Canna Select agent whose job includes contact with marijuana or nonedible marijuana products shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; maintain adequate personal hygiene; and wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Canna Select shall provide such agents with readily-accessible hand-washing and drying facilities in all areas where good sanitary practices require employees to wash and sanitize their hands.
- C. The building envelope for Canna Select's facility (including floors, walls, and ceilings) will allow for adequate cleaning/repair.
- D. Canna Select shall implement the following policies and procedures to ensure that its facility is maintained in a sanitary condition:
 - 1. Provide adequate storage for equipment and materials necessary for the maintenance of sanitary operations;
 - 2. Remove and dispose of litter and waste, in a manner consistent with 935 CMR 500.105(12), to prevent the development of odor and minimize the potential for the waste attracting and harboring pests;
 - 3. Ensure that the facility is constructed in a manner that allows surfaces to be kept clean and in good repair;
 - 4. Provide ample lighting in all areas where marijuana is processed and stored and where equipment or utensils are cleaned;
 - 5. Purchase equipment and utensils that are designed to allow adequate sanitization;
 - 6. Maintain all contact surfaces in a clean and sanitary condition, cleaning them as frequently as necessary to protect against contamination. All cleaning of contact surfaces will be performed with a sanitizing agent registered by the US Environmental Protection Agency ("EPA");
 - 7. Clearly label any toxic item and store them in a manner that protects against contamination of marijuana products;
 - 8. Maintain a safe, potable, and adequate water supply, with plumbing that is adequately designed and installed to carry sufficient quantities of water throughout the facility, and to convey sewage and liquid disposable waste from the facility;
 - 9. Maintain a water supply that is sufficient for all necessary operations at the facility;

10. Maintain restroom facilities that are maintained in sanitary condition and good repair;
 11. Provide agents with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair; and
 12. Store products that can facilitate the rapid growth of undesirable microorganisms in a manner that prevents such growth.
- E. Canna Select shall store and transport products under conditions that protect against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers. This includes ensuring that vehicles and transportation equipment provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation.
- F. If applicable, all edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

Recordkeeping Procedures

Introduction

Canna Select Holdings, LLC (“Canna Select”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Canna Select intends to maintain all records, to the extent feasible, in electronic form. If physical records are used, they will be stored at Canna Select’s Whately cultivation facility in a locked room designated for record retention. All written and electronic records will be available for inspection by the Commission upon request in accordance with 935 CMR 500.300(1).

Recordkeeping Procedures

All records will be maintained in accordance with Generally-Accepted Accounting Principles (“GAAP”). In order to ensure that Canna Select’s recordkeeping practices remain compliant with the specific requirements of 935 CMR 500.030, executive management team review of Corporate Records, Business Records, and Personnel Records for completeness, accuracy, and timeliness of such documents will occur as part of Canna Select’s quarter-end closing procedures. Canna Select will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations and herein below. In addition, Canna Select will update its internal operating procedures on regular basis, as needed and under the supervision of the executive management team in order to ensure the safe and compliant keeping of records. Canna Select’s internal operating procedures will provide for the safe and compliant keeping and maintenance of the following records:

- A. Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals. These records include:
 - 1. Insurance Coverage Records (including: Directors & Officers Policies, Product Liability Policies; General Liability Policies, Umbrella Policies, Workers Compensation Policies and Employer Professional Liability Policies);
 - 2. Third-Party Contracts;
 - 3. Commission Required Registrations (including: Annual Agent Registration(s) and Annual Marijuana Establishment Registration);
 - 4. Local Compliance Documents (including: Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals and As-Built Drawings); and
 - 5. Corporate Governance Filings (including: Annual Reports and Secretary of State Filings).
- B. Business Records: as are required by 935 CMR 500.105(9)(e). Canna Select will keep these records in electronic form, of possible, so that Canna Select can efficiently produce the records for inspection by the Commission. Canna Select’s business records include: 1) statements of assets and liabilities; 2) monetary

transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Canna Select, including members, if any.

- C. Personnel Records: will include at least: 1) job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions; 2) a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 3) personnel policies and procedures; 4) all background check reports obtained in accordance with 935 CMR 500.030; and, finally, 5) a personnel file for each marijuana establishment agent. Canna Select will maintain such personnel files for at least twelve (12) months after termination of the agent's or employee's affiliation with Canna Select. Canna Select's personnel files will include for each agent, at a minimum, the following:

1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
2. Documentation of verification of references;
3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the agent;
4. 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;
5. Documentation of periodic performance evaluations;
6. A record of any disciplinary action taken; and
7. Notice of completed responsible vendor and eight-hour related duty training.

- D. Agent Training Records: Canna Select will maintain 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). Canna Select will maintain records of responsible vendor trainings of agents for at least four (4) years.

- E. Written Operating Policies and Procedures: policies and procedures related to Canna Select's operations will be updated by the executive management team on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Written operating policies and procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110;

2. Agent security policies, including personal safety and crime prevention techniques;
3. A description of Canna Select'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;
4. Storage of marijuana in compliance with 935 CMR 500.105(11);
5. A description of the various strains of marijuana to be cultivated;
6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. Policy for the immediate dismissal of any dispensary agent who has: 1) diverted marijuana (which diversions will be reported the Whately Police Department and to the Commission); 2) engaged in unsafe practices with regard to cultivation operations, which will be reported to the Commission; or 3) 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;
13. A list of all Canna Select executives and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m)'s requirement may be fulfilled by placing this information on Canna Select's website;
14. Policies and procedures for the handling of any cash on Canna Select's premises including but not limited to storage, collection frequency and transport to financial institution(s);
15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
16. Policies and procedures for energy efficiency and conservation that will include: 1) 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; 2) consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable; 3) strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and 4)

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

- F. Handling and Testing of Marijuana Records: Canna Select will maintain the results of all testing for a minimum of one (1) year.
- G. 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 in accordance with 935 CMR 500.105(8)(d).
- H. Seed-to-Sale Tracking Records: Canna Select will use a Commission-approved seed-to-sale tracking system, most likely *METRC*, to maintain real-time inventory. *METRC* inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. Canna Select's tracking software will enable Canna Select to tag and track all marijuana seeds, clones, plants, and marijuana products in compliance with the seed-to-sale methodology in a form and manner approved by the Commission.
- I. Waste Disposal Records: when marijuana or marijuana products are disposed of, Canna Select 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 Canna Select agents present during the disposal or handling, with their signatures in compliance with 935 CMR 500.105(12). Canna Select will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- J. Incident Reporting Records: within ten (10) calendar days, Canna Select will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Whately 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 Canna Select for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- K. 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.

- L. Security Records: Canna Select will maintain 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.
- M. Transportation Records: Canna Select will retain all transportation manifests (which, in each instance, will be created in accordance with 935 CMR 500.105(13)(f)) for a minimum of one (1) year and make them available to the Commission upon request.
- N. Closure: In the event that Canna Select's Whately facility closes, all records will be kept for at least two (2) years at Canna Select's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Canna Select will communicate with the Commission during the closure process and accommodate any additional requests that the Commission or other Commonwealth agencies may have.

Employee Qualifications and Training Plan

Canna Select Holdings, LLC (“Canna Select”) shall ensure that all marijuana establishment agents undergo and maintain comprehensive training prior to performing job functions, and at regular intervals. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include participation in a Responsible Vendor Program pursuant to 935 CMR 500.105(2)(b). Records of these trainings will be maintained for at least 4 years. Canna Select will require that all marijuana agents and staff receive and participate in, a minimum of, eight (8) hours of training annually, including a minimum of 4 hours of responsible vendor training in accordance with 935 CMR 500.105(2)(a) and (b)(1). In addition, Canna Select will ensure that all employees are trained on job specific duties prior to performing job functions.

Company Training Programs

Canna Select’s Training Policies shall be as follows:

- A. All owners, managers and employees that are involved in the handling and wholesaling of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training.
- B. All new employees involved in the handling and wholesaling of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hiring.
- C. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and wholesaling of marijuana for adult use shall successfully complete the program once each year thereafter in order to maintain designation as a responsible vendor.
- D. Administrative employees who do not handle or wholesale marijuana may voluntarily participate in the responsible vendor program.
- E. Canna Select shall maintain records of responsible vendor training program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Responsible Vendor Program

Canna Select shall ensure that its Responsible Vendor Training Program’s core curriculum includes the following minimum requirements and meets any other requirements of a Commission approved curriculum:

- A. Safety, Security and Rules and Regulations pertaining to Cultivation of marijuana including sanitary procedures;

- B. Discussion concerning marijuana's effect on the human body, with specific focus on:
 - 1. Marijuana's physical effects based on type of marijuana product;
 - 2. Duration of physical effects; and
 - 3. Recognizing the signs of impairment.
- C. Diversion prevention and prevention of sales to minors;
- D. Compliance with all inventory tracking requirements;
- E. Acceptable forms of identification, with specific focus on:
 - 1. Verifying identification;
 - 2. Spotting false identification;
 - 3. Confiscating fraudulent identifications;
 - 4. Common mistakes made in verification.
- F. Other state laws and regulations affecting owners, managers, and employees, which shall include:
 - 1. Local and state licensing and enforcement;
 - 2. Incident and notification requirements;
 - 3. Administrative and criminal liability;
 - 4. License sanctions and court sanctions;
 - 5. Waste disposal;
 - 6. Health and safety standards;
 - 7. Patrons prohibited from bringing marijuana onto licensed premises;
 - 8. Permitted hours of sale;
 - 9. Conduct of establishment;
 - 10. Permitting inspections by state and local licensing and enforcement authorities;
 - 11. Licensee responsibilities for activities occurring within licensed premises;

- 12. Maintenance of records;
 - 13. Privacy issues; and
 - 14. Prohibited purchases and practices.
- G. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

Personnel Plans

At launch or shortly thereafter, the company plans to hire personnel to fill the following positions:

- A. Director of Cultivation
- B. Facility Manager
- C. Human Resources Manager
- D. Cultivation Aide(s)
- E. Security Manager
- F. Security Guard(s)

Energy Compliance Plan

Canna Select Holdings, LLC (“Canna Select”) appreciates that consideration of energy efficiency and conservation should occur during the application process for marijuana establishment licensees and throughout the operational life of its facility. Canna Select’s cultivation facility at 23 LaSalle Drive in Whately will include a Tier 3 cultivation operation. Accordingly, Canna Select will develop procedures to comply with all energy conservation regulations and guidance documents applicable to cultivation facilities. In accordance with 935 CMR 500.105(1)(q), Canna Select will implement policies and procedures for energy efficiency and conservation that shall include:

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

The build-out of the facility at 23 LaSalle Drive in Whately will include collaboration with energy professionals who will review facility and equipment needs and make recommendations for optimal facility equipment choices based on energy usage. In addition, to the extent the Commonwealth’s Executive Office of Energy and Environmental Affairs (“EOEEA”) promulgates any energy or water conservation regulations applicable to marijuana cultivators, Canna Select will nimbly incorporate such regulations into its energy compliance procedures.

To the extent that waste is produced on site, Canna Select will comply with the Commission’s Guidance on Best Management Practices for Waste Management.¹ Likewise, Canna Select will nevertheless comply with the Commission’s Guidance on Best Management Practices for Water Use.²

¹ Available at: https://mass-cannabis-control.com/wp-content/uploads/200825_Energy_and_Environment_Compiled_Guidance.pdf.

² *Id.*

For the avoidance of doubt, all of Canna Select's energy and water conservation procedures will be fully compliant with 935 CMR 500.101(1)(c)(10) and 500.105(15), to the extent applicable to marijuana cultivators. Likewise, in accordance with 935 CMR 500.130(3), Canna Select will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

In constructing and operating the cultivation areas of its Whately facility, Canna Select will ensure continued compliance with each provision within 935 CMR 500.120(11). With respect to lighting, as required by 935 CMR 500.120(11)(h) Canna Select will comply with either: (1) the HLPD standard; or (2) the Horticultural Lighting Qualified Product List (Horticultural QPL):

- A. HLPD: HLPD must not exceed 36 watts per gross square foot, but for Tier 1 and Tier 2 which must not exceed 50 watts per square foot. HLPD is a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, expressed as number of watts per square foot. ($HLE / HLSF = HLPD$)
- B. 2. Horticultural QPL: All horticultural lighting used in a facility must be:
 - 1. Listed on the current Design Lights Consortium Solid-State Horticultural QPL or other similar list approved by the Commission as of the date of license application, AND
 - 2. Lighting Photosynthetic Photon Efficacy (PPE) is at least 15 percent above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 micromoles per joule ($\mu\text{mol/J}$).

In accordance with 935 CMR 500.120(11)(c), the building envelope for all facilities, except Greenhouses, shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 90.1 Sections 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code. Similarly, in accordance with 935

CMR 500.120(11) and 501.120(12)(c), any HVAC and dehumidification systems used in Canna Select's Whately facility will meet Massachusetts Building Code requirements, 780 CMR, which in turn incorporates Chapter 403 of the International Energy Conservation Code (IECC) and Chapter 6 of the American Society of Heating, Refrigerating and Air-Conditioning Engineers Handbook. Canna Select will establish and document safety protocols to protect workers, Consumers, or Visitors (e.g., eye protection near operating Horticultural Lighting Equipment).

Finally, because Canna Select's Whately facility will include a cultivation operation, Canna Select will maintain policies and procedures addressing all efforts to mitigate environmental impacts, as required under 935 CMR 500.120(12)(e) and 935 CMR 501.120(13)(e).

Personnel Policies Including Background Checks

Introduction

Canna Select Holdings, LLC (“Canna Select”) 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. At a minimum, Canna Select will maintain the following personnel records: 1) job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 2) personnel records for each marijuana establishment agent; 3) a staffing plan that will demonstrate accessible business hours and safe conditions; 4) personnel policies and procedures; and 5) all background check reports obtained in accordance with 935 CMR 500.030. Canna Select anticipates that it will employ marijuana agents to fill the following job roles for its marijuana cultivation facility in Whately, MA:

1. Director of Cultivation
2. Facility Manager
3. Human Resources Manager
4. Cultivation Aide(s)
5. Security Manager
6. Security Guard(s)

Marijuana Agent Personnel Records

Personnel records for each marijuana agent (as defined in 935 CMR 500.002) will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Canna Select and will include, at a minimum, the following: 1) all materials submitted to the Commission pursuant to 935 CMR 500.030(2); 2) documentation of verification of references; 3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the marijuana agent; 4) 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; 5) documentation of periodic performance evaluations; 6) records of any disciplinary actions taken; 7) notice of completed responsible vendor and eight-hour related duty training; 8) results of initial background investigation, including CORI reports; and 9) 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. These personnel records will be kept in a secure location to maintain confidentiality and be accessible only to the agent’s manager or members of the executive management team.

Marijuana Agent Background Checks

In addition to completing the Commission’s agent registration process, all agents hired to work for Canna Select will undergo a detailed background investigation prior to being granted access

to Canna Select's Whately facility or beginning work duties. Background checks will be conducted on all agents in their capacity as employees or volunteers for Canna Select pursuant to 935 CMR 500.100 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 a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Canna Select will consider: 1) 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; 2) 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; and 3) 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.

Canna Select will make employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Canna Select 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, Canna Select will consider the following factors:
 - 1. Time since the offense or incident;
 - 2. Age of the subject at the time of the offense or incident;
 - 3. Nature and specific circumstances of the offense or incident;
 - 4. Sentence imposed and length, if any, of incarceration, if criminal;
 - 5. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - 6. Relationship of offense or incident to nature of work to be performed;
 - 7. Number of offenses or incidents;
 - 8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 10. Any other relevant information, including information submitted by the subject; and
- 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 for a particular applicant, Canna Select will provide the applicant a copy of her/his 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 does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Canna Select along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

Canna Select will cause its background screening to 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. Any references provided by the marijuana agent will be verified at the time of hire. As deemed necessary, individuals in to be hired for key Canna Select 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 and/or colleagues. As a condition of continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by Canna Select or the Commission.

Staffing Plan and Business Hours

Hiring and Recruitment

Canna Select's Human Resource Manager will engage the executive management team and supervisory staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Canna Select's hiring practices will

include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance;
2. Canna Select's Diversity Plan;
3. Canna Select's Plan to Positively Impact Areas of Disproportionate Impact;
4. Background Checks and References;
5. Mandatory reporting of criminal convictions (and termination if necessary);
6. State and Federal Family Leave Act;
7. Workplace Safety Laws;
8. State and Federal Minimum Wage Requirements; and
9. Non-Disclosure and Non-Complete Agreements

Standards of Employee Conduct

Canna Select's mission is to provide a professional workplace free from harassment and discrimination for employees. Canna Select has a zero-tolerance policy on harassment or discrimination based on 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 contravenes Canna Select's Code of Conduct. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment is any verbal or physical conduct that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) adversely and unjustifiably affects an individual's employment opportunities.

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

Canna Select also has a zero-tolerance policy against use of alcohol, tobacco and other smoking products (including, but not limited to, marijuana consumption), or drugs within its Whately facility. All employees and volunteers (if any) will be made aware of this zero-tolerance policy, and Canna Select will have in place policies and procedures to ensure company-wide compliance.

For the avoidance of doubt, in accordance with 935 CMR 500.105(1), Canna Select will create and maintain:

- A. Alcohol, smoke, and drug-free workplace policies.
- B. A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

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. The Whately Police Department and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at Canna Select's Whately facility by employees, customers, or any other parties. Agents (including employees) found carrying weapons at Canna Select's facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

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

Workplace Attire

The required attire for registered marijuana agents at Canna Select's facility varies based upon required duties. New hire training will define appropriate attire for each role and the Human Resources Manager will be responsible for ensuring compliance with all requirements is met.

Staffing Plan Record Retention

Prior to commencing operations in Whately, Canna Select will implement a tailored staffing plan, which shall include job descriptions for each employee and volunteer position (if any) at the facility, in addition to an organizational chart that is consistent with those job descriptions. For each employee or volunteer, Canna Select will retain all staffing and personnel records described in 935 CMR 500.105(9) for at least 12 months after termination of the employee/volunteer's affiliation with Canna Select.

Overview of Personnel Policies and Procedures

Standard Employment Practices

Canna Select values and thrives off of the contributions of its management and staff positions. Canna Select intends to be a market leader in workplace satisfaction by offering competitive

wage and benefits packages and nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the Whately community.

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. Canna Select pledges to be an equal opportunity employer and advancer of its employees. *See Canna Select's Diversity Plan for greater detail.*

Written Policies

Canna Select's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. 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

Canna Select will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay remain compliant with 935 CMR 500.000 *et seq.*

Designated Outside Counsel

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

Job Status

Job Classifications

Positions at Canna Select are categorized by rank and by department. Canna Select's executive management team oversees the overall success toward achieving the company's mission. Canna Select's Partners are responsible for implementation of the mission and the greater executive management team is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management/Supervisors, and Non-Management Employee Staff.

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 applicable department manager and the supervising executive manager. 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. The department manager will also 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 quarterly basis. All full-time employees will be notified of their required attendance. Canna Select will also organize and encourage employee participation in community service activities in Whately.

Breaks

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

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 of employment and at 6-month intervals thereafter. A written review will be provided to, and signed by, the employee under review. Reviews must be retained in each employee's personnel file and treated as a personnel record in accordance with Canna Select's Recordkeeping Policies. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

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

Canna Select anticipates observing the following holidays:

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

Disciplinary Policies

Purpose

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

Canna Select reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense – each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to provide guidance to Canna Select's Human Resources Manager and executive management team and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on Canna Select's organization.

Procedure

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Canna Select 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. Canna Select management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal

performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

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

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

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

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

Step 4: Recommendation for Termination of Employment

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

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

Notwithstanding the foregoing, 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 Canna Select and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Canna Select, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to 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 Canna Select. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

2. Retirement

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

3. *Job Abandonment*

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager 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 to receive accrued benefits and are ineligible for rehire.

4. *Termination*

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

5. *Reduction in Workforce*

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

6. *Release*

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

Exit Interview

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

Return of Property

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

Termination of Benefits

An employee separating from Canna Select 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. Any accrued vacation and/or 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 the 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 and current registration with the Commission, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

Canna Select believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. Canna Select intends 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 marijuana-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 Canna Select, 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 possess final approval authority over Canna Select's compensation system.

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

Management Responsibility

1. The CEO is charged with ensuring that Canna Select is staffed with highly-qualified, fully-competent employees and that all company 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.

Plan for Restricting Access to Age 21 and Older

Access to Canna Select Holdings, LLC's ("Canna Select") Whately, MA marijuana cultivation facility shall be strictly limited to individuals age 21 or older who possess a valid, non-expired, government-issued photo identification verifying their age. In accordance with 935 CMR 500.050(5), all Canna Select agents shall be age 21 or older, and Canna Select will require all visitors to present government-issued photo identification to verify their age. Upon entry into the premises of the marijuana establishment by any individual, a trained Canna Select security agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2). Additionally, Canna Select will use an electronic fraud detection scanner on all identifications presented, regardless of the customer's appearance.

For the avoidance of doubt, in accordance with 935 CMR 500.029 and 500.030, all Canna Select employees and registered agents must be 21 years of age or older. In addition, although Canna Select is not currently applying for a marijuana retailer license, if, in the future, Canna Select applies for such a license, it will ensure that all consumers entering the facility are 21 years of age or older unless the facility is co-located with a Medical Marijuana Treatment Center.

In the event that Canna Select discovers that any of its agents intentionally or negligently allowed a person under the age of 21 to enter its facility, the agent will be terminated and the Commission will be notified in accordance with 935 CMR 500.105(1).

Canna Select's advertising, marketing, and labeling practices will comply with 935 CMR 500.105, including the requirements designed to ensure that individuals under 21 years of age do not use marijuana or marijuana products. Canna Select's website will require all online visitors to verify that they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

As required by 935 CMR 500.105(4), Canna Select will not market, advertise, or brand products or materials in any manner that is targeted to, deemed to appeal to or portray minors under the age of 21.

As required by 935 CMR 500.105(6)(b), packaging of any Canna Select product 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.

Canna Select 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.

Finally, Canna Select will never sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, in accordance with 935 CMR 500.150(1)(b). Similarly, per 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will prominently display 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.”

Diversity Plan

Introduction

Canna Select Holdings, LLC (“Canna Select”) is committed to developing and maintaining a robust policy of inclusivity and diversity at its Whately, MA cultivation facility and hiring a workforce that is representative and as diverse as the surrounding community. Canna Select understands first-hand the value of embracing diverse values and viewpoints. Also motivating the company’s diversity, equity and inclusion efforts is the recognition that diversity in the workforce is a critical aspect of a company’s contributions to Whately and the surrounding areas. For those reasons, Canna Select will foster a diverse culture and pledges to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ individuals. In addition, the Company will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Diversity Goals

Canna Select’s executive team understands the outsize importance of encouraging all forms of diversity within the Commonwealth’s burgeoning adult-use cannabis industry. For those reasons, Canna Select will develop and maintain a diverse, aware and inclusive working environment through its: 1) hiring practices; 2) employee retention and advancement policies; and 3) new employee training program. At the end of year 1 of operations, Canna Select will employ a staff that is at least 25% diverse (i.e., minorities, women, veterans, people with disabilities, and LGBTQ+ individuals). Canna Select’s long-term goal is a minimum of 50% diverse individual employment across the entire company by year 5 of operations. To achieve that goal, by year 5, Canna Select intends to hire a workforce that is composed of:

- A. at least 10% minority employees;
- B. at least 25% women employees;
- C. at least 10% employees with disabilities;
- D. at least 15% veterans; and
- E. at least 10% LGBTQ+ employees.

Diversity Programs

Canna Select’s regular participation at community job fairs in Whately and/or other surrounding areas will ensure that a diverse pool of applicants is aware of employment opportunities within the company. Canna Select will participate in at least two job fairs during its first year of operations in Whately and pledges to steadily increase its participation at local job fairs as the business scales and its workforce grows.

Canna Select does not yet know when it will obtain final licensure and begin operations. Therefore, it is not possible to provide specific dates and times for these career fairs. However, Canna Select can confirm that it will participate in career fairs hosted by MassHire Franklin Hampshire Career Center (“MassHire”), which regularly hosts career fairs and other recruitment events for job seekers and employers in Franklin and Hampshire Counties. *See <https://www.masshirefhcareers.org/job-fairs-recruitment-events/>*. MassHire is currently

hosting only virtual career fairs. In advance of any career fairs in which Canna Select will participate, Canna Select will advertise its participation in the Daily Hampshire Gazette.

Canna Select is also committed to promoting equity in Whately. In order to ensure and maintain a diverse staff of employees, Canna Select will ensure that all diverse employees receive clear information regarding opportunities for promotions (to the extent applicable to a diverse employee's job function or career ambitions), career counseling, and training to provide such employees with a strong platform for growth within the organization and to decrease turnover among Canna Select's diverse employees. In addition, every diverse employee will be assigned a mentor, with whom the employee will meet regularly (at least twice per year) to discuss ongoing professional development and career goals.

Canna Select will instill its commitment to diversity in new employees from day 1 of operations. Canna Select will develop a robust diversity training program for all new employees. Each new employee will be required to complete the program before performing any job functions. This program will require that all employees undergo diversity awareness and anti-bias training in accordance with industry best practices. Canna Select's diversity and anti-bias training will underscore the company's zero-tolerance commitment against harassment and discrimination in the workplace and the company's unwavering pledge to take corrective action should any issues, concerns, or complaints arise. All Canna Select employees will be required to complete the diversity training program on at least an annual basis.

To further ensure an inclusive and aware workforce, all employees will be encouraged to report all incidents of harassment and discrimination to Canna Select executive management.

Diversity Measurement

Canna Select will develop policies to regularly analyze the effectiveness of its diversity training and diverse employee advancement programs for creating a diverse and inclusive work environment. As part of that regular analysis, Canna Select's executive management team will annually audit all job applications received by the company (for both internship and full-time positions) to ensure that the company is attracting interest from a diverse population of applicants which includes minorities, women, veterans, people with disabilities, and LGBTQ+ individuals. They will also audit all new hiring decisions to ensure that the company's commitment to a diverse and inclusive work environment is reflected in its hiring decisions and employee profile. Canna Select's executive management team shall amend and update the Canna Select diversity training and/or equal opportunity hiring/employee advancement programs as necessary to ensure that the policies yield a diverse workforce that reflects the surrounding community.

Canna Select's executive management team will oversee progress toward Canna Select's long term hiring goal (*see* Diversity Goals section) by obtaining, at least annually, employee biographical data through self-identifying surveys. This will permit the executive management team to measure Canna Select's progress toward its diversity hiring goals. Furthermore, Canna Select intends to meet the following intermediate goals in years 1-4 of operation:

Commencement of Operations: minimum 10% diverse individual employment.

End of Year 1: minimum 20% diverse individual employment.

End of Year 2: minimum 30% diverse individual employment.

End of Year 3: minimum 40% diverse individual employment.

End of Year 4: minimum 50% diverse individual employment.

Canna Select acknowledges that the progress or success of this plan must be documented one year from provisional licensure and each year thereafter.

Diversity Plan Acknowledgments

Canna Select pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Canna Select likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Canna Select will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.