



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284871  
Original Issued Date: 06/01/2023  
Issued Date: 06/01/2023  
Expiration Date: 06/01/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: CATDOGG LLC

Phone Number: 508-364-4929 Email Address: Rob@SublimeCannabis.co

Business Address 1: 800 Falmouth Road

Business Address 2:

Business City: Mashpee

Business State: MA

Business Zip Code: 02649

Mailing Address 1: 565 Whistleberry Drive

Mailing Address 2:

Mailing City: Marstons Mills

Mailing State: MA

Mailing Zip Code: 02648

### 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: 32

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Robert

Last Name: Catania

Suffix:



Community Outreach Meeting Documentation	Redacted Abutters List - [800 Falmouth Road] - {Sublime} - (2.1.23).pdf	pdf	63e0717235eb060008810951	02/05/2023
Certification of Host Community Agreement	HCA Cert - {Sublime} - (1.10.23).pdf	pdf	63e07176a8e27500071ace24	02/05/2023
Community Outreach Meeting Documentation	COM Newspaper Notice - [Attachment A] - {Sublime} - (2.3.23).pdf	pdf	63e07186a8e27500071ace3b	02/05/2023
Community Outreach Meeting Documentation	COM Town Notice - [Attachment B] - {Sublime} - (2.3.23).pdf	pdf	63e0718735eb060008810968	02/05/2023
Community Outreach Meeting Documentation	COM Abutter Letter - [Attachment C] - {Sublime} - (2.1.23).pdf	pdf	63e07189a8e27500071ace4f	02/05/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning - [Mashpee] - {Sublime} - (2.1.23) .pdf	pdf	63e071a035eb06000881097f	02/05/2023
Community Outreach Meeting Documentation	COM Attestation Form - {Sublime}.pdf	pdf	63fcf105d523e30008602a40	02/27/2023

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	PIP - {Sublime} - (2.10.23).pdf	pdf	63e5e52035eb06000886c4e2	02/10/2023

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:  
First Name: Robert Last Name: Catania Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:  
First Name: Evan Last Name: Lehrer 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
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Articles of Organization	Cert of Org - {Sublime}.pdf	pdf	63e0790135eb060008810b9d	02/05/2023
Department of Revenue - Certificate of Good standing	CGS DOR - {Sublime} - (1.5.23).pdf	pdf	63e07907a8e27500071ad02f	02/05/2023
DUA attestation if no employees	CGS DUA - {Sublime} - (1.10.23).pdf	pdf	63e0790fa8e27500071ad043	02/05/2023
Bylaws	Operating Agreement CatDogg LLC - {Sublime}.pdf	pdf	63e0791635eb060008810bb7	02/05/2023
Secretary of Commonwealth - Certificate of Good Standing	CGS SOC - {Sublime} - (1.12.23).pdf	pdf	63e07963a8e27500071ad06d	02/05/2023

No documents uploaded

Massachusetts Business Identification Number: 001619524

Doing-Business-As Name: Sublime Cannabis

DBA Registration City: Mashpee

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan - {Sublime}.pdf	pdf	63e07a7ca8e27500071ad0cb	02/05/2023
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - Retail - {Sublime}.pdf	pdf	63e07a7e35eb060008810c03	02/05/2023
Proposed Timeline	Proposed Timeline - {Sublime} - (2.1.23).pdf	pdf	63e07a7fa8e27500071ad0df	02/05/2023

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Inventory procedures - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07af935eb060008810c42	02/05/2023
Dispensing procedures	Dispensing Procedures - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b00a8e27500071ad127	02/05/2023
Energy Compliance Plan	Energy Compliance Plan - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b02a8e27500071ad13b	02/05/2023
Qualifications and training	Qualifications and training - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b2335eb060008810c6d	02/05/2023
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b25a8e27500071ad166	02/05/2023
Restricting Access to age 21 and older	Plan to restrict access 21 - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b26a8e27500071ad17a	02/05/2023
Record Keeping procedures	Record keeping procedures - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b3a35eb060008810c98	02/05/2023
Security plan	Security Plan - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b3da8e27500071ad191	02/05/2023
Storage of marijuana	Storage of Marijuana - Retail - {Sublime} -	pdf	63e07b3ea8e27500071ad1a5	02/05/2023

	(2.1.23).pdf			
Transportation of marijuana	Transportation of marijuana - Retail - {Sublime} - (2.1.23).pdf	pdf	63e07b3f35eb060008810caf	02/05/2023
Prevention of diversion	Prevention of Diversion - {Sublime} - (2.10.23).pdf	pdf	63e5e88335eb06000886c5c8	02/10/2023
Diversity plan	Diversity Plan - {Sublime} - (2.10.23).pdf	pdf	63e5ed15a8e2750007208b02	02/10/2023
Quality control and testing	Quality Control and Testing - Retail - {Sublime} - (3.9.23).pdf	pdf	640a31cf3a44570008ab10d2	03/09/2023
Personnel policies including background checks	Personnel Policies - Retail - {Sublime} - (3.9.23).pdf	pdf	640a31d1d523e300086db605	03/09/2023
Maintaining of financial records	Maintaining Financial Records - Retail - {Sublime} - (3.9.23).pdf	pdf	640a31d23a44570008ab10e6	03/09/2023

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 9:00 PM

Date generated: 07/05/2023

Page: 5 of 6

Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM



**TOWN OF MASHPEE BOARD  
OF ASSESSORS**

16 Great Neck Rd North, Mashpee, MA 02649  
Phone # (508) 539-1404  
Fax # (508) 539-1142  
e-mail: [assessing@mashpeema.gov](mailto:assessing@mashpeema.gov)

Received by BOA:

**RECEIVED**  
FEB 01 2023 Updated: 5/20/2020

BOARD OF ASSESSORS  
OF MASHPEE

**REQUEST FOR ABUTTERS LIST**

Please note that the Assessing Dept. will respond to this request within ten (10) business days.

ABUTTERS TO: MAP 88 PARCEL 2 EXT 102A

ADDRESS OF SUBJECT PARCEL: 800 Falmouth Rd, Unit 102A

⇒ Check box if abutters list is for the Cape Cod Commission: ☐

⇒ Check box if abutters list is for a Liquor License: ☐ Business Name: \_\_\_\_\_

★ **PLEASE CHECK THE TYPE OF ABUTTERS LIST THAT YOU ARE REQUESTING:**

(Refer to requirements of the regulating authority requiring abutters list.)

- ☒ DIRECT ABUTTERS – Directly adjacent to subject parcel and visible from across the street
- ☒ PARCELS WITHIN A: ☐ 100 FOOT // ☒ 300 FOOT // ☐ \_\_\_\_\_ (OTHER) RADIUS OF SUBJECT
- ☐ OTHER TYPE (SPECIFY) \_\_\_\_\_

◀ ALL ABUTTERS LISTS ARE PRINTED WITH A MAP ON 8 ½ x 11 PAPER ▶

- Standard mailing labels of abutters are available for a charge of \$1.00 per a full or partial page.

LABELS yes (YES or NO) NUMBER OF SETS OF LABELS 1

**REQUESTED BY:**  
(PLEASE PRINT)

NAME: Evan Lehrer, President CatDog LLC

ADDRESS: 800 Falmouth Rd, 102A Mashpee, MA

PHONE: 401-408-7199

DATE: 2/1/2023

SIGNATURE: [Signature]

**FEES:** BASIC ABUTTERS LIST (one subject parcel)

QUANTITY 1 \$5.00

— FOR OFFICE USE ONLY —

MAILING LABELS

1 \$1.00 PER PAGE

COMPLEX ABUTTERS LIST (multiple subject parcels)

\_\_\_\_\_ \$10.00 – \$50.00 (varies by processing time)

**TOTAL AMOUNT DUE: \$ 6-**

Fee structure based on state guidelines for record production and copy costs.

Abutters to:

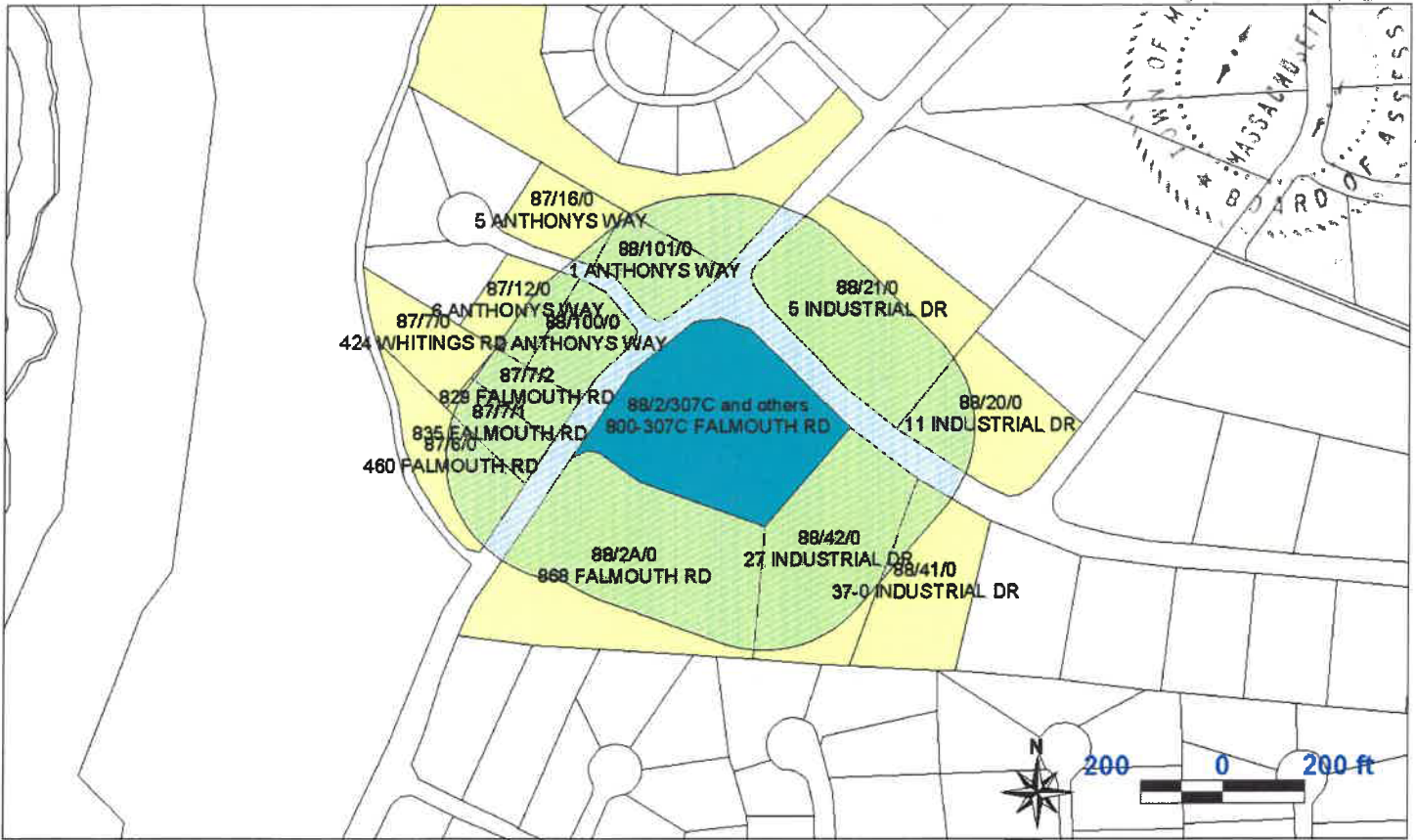
Certified by:

Date:

Number of Abutters:

TOWN OF MASHPEE, MA  
BOARD OF ASSESSORS  
16 Great Neck Rd., North, Mashpee, MA 02649

## Abutters List Within 300 feet of Parcel 88/2/307C and others



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
6241	81-120-0-E		2 QUASHNET WOODS DR	16 GREAT NECK RD NO	MASHPEE	MA	02649
6574	87-6-0-R		460 FALMOUTH RD	PO BOX 1	MASHPEE	MA	02649
6575	87-7-0-R		424 WHITINGS RD	170 WHISTLEBERRY DR	MARSTONS MILLS	MA	02648
23487	87-7-1-R		835 FALMOUTH RD	133 N STREET	SOUTH BOSTON	MA	02127
23488	87-7-2-R		829 FALMOUTH RD	133 N STREET	SOUTH BOSTON	MA	02127
16213	87-12-0-R		6 ANTHONYS WAY	6 ANTHONYS WAY	MASHPEE	MA	02649
16217	87-16-0-R		5 ANTHONYS WAY	5 ANTHONYS WAY	MASHPEE	MA	02649
14734	88-2-0-E		800 FALMOUTH RD	800 FALMOUTH RD	MASHPEE	MA	02649
6617	88-2-B1A-R		800-B1A FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6618	88-2-B1B-R		800-B1B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6619	88-2-B1C-R		800-B1C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6620	88-2-B2C-R		800-B2C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6621	88-2-B3C-R		800-B3C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6622	88-2-B4C-R		800-B4C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6623	88-2-B5C-R		800-B5C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
6580	88-2-101A-R		800-101A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6581	88-2-101B-R		800-101B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6582	88-2-101C-R		800-101C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6583	88-2-102A-R		800-102A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6584	88-2-102B-R		800-102B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6585	88-2-102C-R		800-102C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6586	88-2-103A-R		800-103A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6587	88-2-103B-R		800-103B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6588	88-2-103C-R		800-103C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6589	88-2-104A-R		800-104A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6590	88-2-104C-R		800-104C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6591	88-2-105A-R		800-105A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6592	88-2-105C-R		800-105C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6593	88-2-106C-R		800-106C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6594	88-2-107D-R		800-107D FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6595	88-2-108D-R		800-108C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6596	88-2-109D-R		800-109D FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6597	88-2-201A-R		800-201A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6598	88-2-201B-R		800-201B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6599	88-2-202A-R		800-202A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6600	88-2-202B-R		800-202B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6601	88-2-203A-R		800-203A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6602	88-2-203B-R		800-203B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6603	88-2-204A-R		800-204A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6604	88-2-204B-R		800-204B FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6605	88-2-205A-R		800-205A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6606	88-2-206A-R		800-206A FALMOUTH RD	PO BOX 956	EAST FALMOUTH	MA	02536
6607	88-2-301C-R		800-301C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6608	88-2-302C-R		800-302C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6609	88-2-303C-R		800-303C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6610	88-2-304C-R		800-304C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6611	88-2-305C-R		800-305C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6612	88-2-306C-R		800-306C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6613	88-2-307C-R		800-307C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6614	88-2-308C-R		800-308C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6615	88-2-309C-R		800-309C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6616	88-2-310C-R		800-310C FALMOUTH RD	PO BOX 956	E FALMOUTH	MA	02536
6640	88-20-0-R		11 INDUSTRIAL DR	333 MONOMOSCOY RD	MASHPEE	MA	02649
6641	88-21-0-R		5 INDUSTRIAL DR	PO BOX 1747	HYANNIS	MA	02601
6729	88-2A-0-R		868 FALMOUTH RD	270 COMMUNICATION WAY - 7B	HYANNIS	MA	02601
6680	88-41-0-R		37-0 INDUSTRIAL DR	% COASTAL MGT 270 COMMUNICATION WAY #7B	HYANNIS	MA	02601

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
6681	88-42-0-R		27 INDUSTRIAL DR	c/o COASTAL MANAGEMENT 270 COMMUNICATION WAY 7-B	HYANNIS	MA	02601
16211	88-100-0-R		2 ANTHONYS WAY	2 ANTHONYS WAY	MASHPEE	MA	02649
16212	88-101-0-R		1 ANTHONYS WAY	1 ANTHONYS WAY	MASHPEE	MA	02649

## 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:

CatDogg LLC d/b/a Sublime Cannabis

2. Name of applicant’s authorized representative:

Robert V. Catania

3. Signature of applicant’s authorized representative:

*Robert Catania*

4. Name of municipality:

Town of Mashpee

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

Rodney C. Collins



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

 **RODNEY C. COLLINS**  
**Town Manager**

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).*):

tmcook@mashpeema.gov

8. Host community agreement execution date:

1/10/23



# Cape Cod’s Police Chiefs Respond To The Death Of Tyre Nichols

By MICHAEL J. RAUSCH

Bourne Police Chief Brandon M. Esip had harsh words for the Memphis, Tennessee, police officers whose beating of Tyre Nichols allegedly resulted in the 29-year-old’s death. In a post on the Bourne Police Department’s Facebook page, Chief Esip said he watched “in disgust” the video that showed the officers brutally beating Mr. Nichols.

The chief went on to criticize the officers for not having “the intestinal fortitude to do what is right and intervene to save Mr. Nichols.” The officers involved in the beating, he said, “violated their oath and very basic human decency.”

“I and police officers from around the Cape, state and country stand united in absolute condemnation of this abhorrent incident,” Chief Esip said.

Chief Esip ended his post with an assurance to the public of the Bourne Police Department’s dedication to “protecting everyone in our community, treating all fairly and with dignity, and working together for the betterment of all.”

The Cape and Islands Police Chiefs Association has also issued the following statement.

“The Cape and Islands Police Chiefs Association would like to offer our deepest condolences to the family of Tyre Nichols following his death while in police custody in Memphis, Tennessee. We strongly condemn the actions of the police officers in Memphis, and we as law enforcement professionals were deeply disturbed by the images we saw on the video which resulted in the death of Mr. Nichols. Criminal activity by police officers can never be tolerated, and these officers have undermined the trust that communities place in our law enforcement agencies across the country. We hold true and are committed to transparency, accountability and the high degree of integrity that we demand of our officers and that our individual communities demand of us.”

The statement continued, “Law enforcement professionals throughout Cape Cod will continue to facilitate expressions of free speech in the form of peaceful demonstrations, and as an association we would encourage them to



MICHAEL J. RAUSCH/ENTERPRISE  
Bourne Police Chief Brandon Esip

continue their efforts to support positive change. This association and its members are committed to maintaining community partnerships, public trust and civic relations in an effort to continue to make Cape Cod a great place to live, work and visit.”

On Saturday, January 7, five police officers from the Memphis Police Department severely beat Mr. Nichols during a traffic stop for alleged reckless driving. Mr. Nichols was hospitalized in critical condition and died three days later.

The five officers were fired in the aftermath of the incident, and all five now face murder charges. Three members of the Memphis Fire Department were fired for not providing adequate medical assistance at the scene.

Two more Memphis police officers have since been disciplined for their roles in the incident, and the special police unit that the five officers were part of, SCORPION (which stands for Street Crimes Operation to Restore Peace in Our Neighborhoods), has been disbanded.

During a telephone conversation this week, Chief Esip expanded on his Facebook post and his feelings about the treatment of Mr. Nichols at the hands of the Memphis police officers. The chief said that regardless of political affiliation, everyone can look at the video of what happened to Mr. Nichols and realize his treatment by the officers was wrong.

“It was not just wrong,” the chief said, “it was an abomination, what we saw there. They were not acting

humanely, and it’s right to stand up and say ‘that was not right.’”

Chief Esip said he spoke with a representative of the Bourne Patrolmen’s Association, the union representing the department’s officers, prior to issuing his statement. He added that he spoke with a number of the officers in his command about his Facebook post and “they stand by that statement.”

“They all think it was absolutely disgusting what they saw in that video,” he said. “That kind of activity should never have occurred, in any aspect, especially not a police officer.”

Chief Esip rose through the ranks of the Bourne Police Department, going from patrolman to chief in the course of 16 years. He was a lieutenant in February 2015 when a shootout occurred between Bourne officers and convicted murderer Adrian Loya.

Mr. Loya broke into a condominium on Roundhouse Road in Monument Beach, where he killed Lisa Trubnikov and severely wounded her partner, Anna Trubnikova. The incident also resulted in former patrolman, now Bourne Select Board member, Jared P.

MacDonald being shot and severely injured.

Mr. Loya is now serving multiple life sentences. Despite injuring one of their own, Chief Esip said that Mr. Loya was treated humanely once he was in custody.

“While he attempted to murder one of our officers,” the chief said, “the threat at the time when the officers encountered him, they analyzed that and determined there was not an appropriate use of force at that time. He was taken into custody and justice was served in a court.”

In the course of his 16 years in law enforcement, at no point was

he trained that the show of force on display with the Memphis officers was acceptable, Chief Esip said. He extended his criticism to officers who stood by and did not step in to stop the beating.

“We didn’t need police reform to tell us that was wrong,” he said. “That’s how our officers in the Bourne Police Department have always been. If they see something wrong, they stand up and talk about it, they stop it. Officers here know what is acceptable and what is not acceptable.”

The chief declined to comment on the training officers in the Memphis department go through. However, in Massachusetts, failure to intervene is a criminal act, so officers are trained that not

preventing an abuse of authority is not only a fireable offense but can lead to legal trouble, he said.

Video of the incident has shown that Mr. Nichols, after being pulled out of his car during the initial stop, proceeded to run away. Chief Esip said the flee response could have been a reaction by Mr. Nichols that his life was in jeopardy, which translates to a lack of trust between the public and the Memphis police.

“I think it’s important for officers to be trusted,” he said. “The community and the nation need to know that we are willing to stand up when our officers do wrong, and that we will call out those bad officers when they do that.”

The chief also joined the family of Tyre Nichols in their call for peaceful protest and the avoidance of violence. He acknowledged that it may be difficult not to respond in a physically aggressive manner after seeing something so violent, but further violence never solved anything.

“Solutions are caused by people getting together and figuring out the best solutions to correcting that from occurring again,” he said.

## Legal Notices

### COMMUNITY OUTREACH MEETING REGARDING

**A proposed adult-use Recreational Marijuana Retail and and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA Units 102A and B1A**

Notice is hereby given that CatDogg LLC, d/b/a Sublime Cannabis will host a Community Outreach Meeting for a proposed Marijuana Establishment on Saturday, February 25, 2023 at 2:00 PM EST. The meeting will be held in the Event Room of the Mashpee Public Library, 64 Steeple Street, Mashpee, MA 02649.

The meeting will include a presentation regarding a proposal to site an adult-use recreational marijuana retail facility and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA 02649, Units 102A and B1A. There will be an opportunity for the public to ask questions during the meeting.

Robert V. Catania  
CEO | CatDogg LLC

February 3, 10, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, The Mashpee Conservation Commission is seeking public commentary at Mashpee Town Hall in the Waquoit Bay Conference Room on **February 9, 2023, at 6:33 p.m.** for proposed amendments to Regulation 5 (Filing Fees) and Regulation 30 (Prevention of Pollution-Effect of Nutrient-Loading on Waterbodies (Rivers, Ponds, Streams, Estuaries and/or the Ocean) and Impacts to Public or Private Water Supply) under Mashpee’s Chapter 172 Wetland Bylaw.

Paul D. Colombo  
Chairman

Pdfs of the meeting agenda are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### TOWN OF MASHPEE SELECT BOARD PUBLIC HEARING NOTICE

In accordance with M.G.L., c. 10, §27 A, the Mashpee Select Board, will conduct a public hearing on the application of Shree Kamakya Devi, Inc. dba Mashpee Mini Mart, 401 Nathan Ellis Highway, for a KENO license.

Said hearing will be held on Monday, February 13, 2023 at 6:40 p.m. in the Waquoit Meeting Room, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You may submit comments and questions via email to [bos@mashpeema.gov](mailto:bos@mashpeema.gov) prior to the meeting date and time.

Per order of The Mashpee Board of Selectmen

David W. Weeden, Chair  
John J. Cotton, Vice-Chair  
Thomas F. O’Hara, Clerk  
Carol A. Sherman  
Michaela Wyman-Colombo

February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on **February 9, 2023 at 6:21 p.m.** on the application of a Notice of Intent submitted by Thomas J. Guard, MT Guard, LC, for proposed removal of existing pier and replace with new pier, stairs, ramp and float on property located at 411 Monomoscoy Road. Assessor’s Map 124, Parcel 61.

Paul D. Colombo  
Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, The Mashpee Conservation Commission will be hosting an open public forum at Mashpee Town Hall in the Waquoit Bay Conference Room on February 9, 2023, at 5:00 p.m. to 6:00 p.m. for the purposes of discussing water quality issues, including feedback on the New York Times newspaper article on Mashpee/Cape Cod water quality and overall discussion on water quality conditions and initiatives relative thereto.

Paul D. Colombo  
Chairman

Pdfs of the meeting agenda are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### TOWN OF MASHPEE SELECT BOARD PUBLIC HEARING NOTICE

The Mashpee Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Amy Perry Erickson for operation of one vehicle for Livery/Vehicle for Hire Service.

Said hearing will be held on Monday, February 13, 2023 at 6:35 p.m. in the Waquoit Meeting Room, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You may submit comments and questions via email to [bos@mashpeema.gov](mailto:bos@mashpeema.gov) prior to the meeting date and time.

Per order of The Mashpee Board of Selectmen

David W. Weeden, Chair  
John J. Cotton, Vice-Chair  
Thomas F. O’Hara, Clerk  
Carol A. Sherman  
Michaela Wyman-Colombo

February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on **February 9, 2023 at 6:15 p.m.** on the application of a Notice of Intent submitted by Thomas J. Guard and Michele Guard, Trustees, for proposed raze of existing shed, construct and maintain a new detached garage with a 2nd floor loft, install a new storage shed and expand the stone driveway on property located at 409 Monomoscoy Road. Assessor’s Map 124, Parcel 62.

Paul D. Colombo  
Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be

posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on **February 9, 2023 at 6:18 p.m.** on the application of a Notice of Intent submitted by Thomas J. Guard, MT Guard, LC, for proposed razing of existing dwelling with all appurtenances, construct and maintain new dwelling with garage under, detached garage/workshop with 2nd floor loft, storage shed, proposed mitigation plantings and new nitrogen reducing Title V septic system on property located at 411 Monomoscoy Road. Assessor’s Map 124, Parcel 61.

Paul D. Colombo  
Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at Mashpee Town Hall on **February 9, 2023, at 6:09 p.m.** on a Request for Determination of Applicability submitted by Rose M. and Sabino A. Devito for proposed replacement and expansion of existing rotted wooden back deck with natural stone flagging pavers on property located at 132 Uncle Percy’s Road. Assessor’s Map 117, Parcel 254.

Paul D. Colombo  
Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### MASHPEE ZONING BOARD OF APPEALS PUBLIC HEARINGS NOTICE FEBRUARY 22, 2023

The Mashpee Zoning Board of Appeals will hold Public Hearings on **Wednesday, February 22, 2023, at 6:00 p.m. Waquoit Meeting Room Broadcast Live on Local Channel 18\* Streamed Live on the Town of Mashpee Website:** <https://www.mashpeema.gov/channel-18> Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA

#### NEW HEARINGS

**205 Uncle Percys Road:** Petitioner, BSS Design, Inc. requests a Written Finding under §174-17 and §174-33 of the Zoning Bylaws to allow for an addition, alteration of an existing dwelling within the 50 ft. setback to wetlands on property located in an R3 Zoning District, (New Seabury), Map 123 Parcel 185, Mashpee, MA. (Owners of Record: Sanjeev and Sarika Aggarwal).

**61 Seconsett Island Road:** Owners, David J. DiSciullo and Elyse S. DiSciullo request a Written Finding under §174-17 of the Zoning Bylaws to allow for relocation of existing single family dwelling, and construction of a garage on property located in an R-3 Zoning District, Map 119 Parcel 3, Mashpee, MA.

**5 Shore Drive:** Owners, Desmond M. and Joan H. Kelly request a Special Permit under §174-

17.1 of the Zoning Bylaws to raze and replace an existing non-conforming single family residential dwelling with a new single family residential dwelling on property located in the R-3 and the Popponesset Overlay District, Map 112 Parcel 73, Mashpee, MA.

**228 Wading Place Road:** Remand Hearing ordered from Land Court Barnstable Case No. 21 MISC 000076 (KTS) dated January 5, 2023. Petitioner, Eprem Epreman requesting a Special Permit under §174-17.1 of the Zoning Bylaws to raze and replace an existing non-conforming single family residence with a new code compliant structure on property located in an R-3 Zoning District, and the Popponesset Overlay District, Map 112 Parcel 59, Mashpee, MA. (Owner of record: Eprem Epreman).

**234 Old Barnstable Road:** Owner, Anthony J. LaCava, Jr., Trustee requests an Appeal of the Building Commissioner’s Decision under M.G.L. Chapter 40A §§8 and 15 to modify the 1980 Special Permit (Quashnet Valley Development), and allow for construction of twenty nine (29) single family homes on property located in and R-5 Zoning District, Map 59 Parcel 5, Mashpee, MA.

**31 Quaker Run Road:** Petitioner, Otavio Oliveira Construction, Inc. requests a Special Permit under §174-17.1 of the Zoning Bylaws to raze and replace an existing non-conforming single family residential dwelling with a new single family residential dwelling on property located in an R-3 Zoning District, Map 83 Parcel 8-0, Mashpee, MA. (Owners of Record: Arnold R. Henderson and Jeannette A. Geralt).

Plans may be viewed prior to the hearings in the ZBA office.  
Per Order of: Jonathan D. Furbush, Chairman, Mashpee Zoning Board of Appeals

January 27, 2023  
February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on **February 9, 2023 at 6:27 p.m.** on the application to Amend Order of Conditions 043-3073, request submitted by Daniel D. McMackin and Lauren W. Morris for proposed modification to existing landscaping and hardscaping on property located at 14 Grand Vista. Assessor’s Map 69, Parcel 168-95.

Paul D. Colombo  
Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

### CONSERVATION COMMISSION PUBLIC HEARING NOTICE

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on **February 9, 2023 at 6:12 p.m.** on the application of a Notice of Intent submitted by James Whitney, NJCJ, LLC, for proposed reconfiguration of a previously approved float and the installation of a pier section on property located at 21 Metacommet Road. Assessor’s Map 125, Parcel 63.

Paul D. Colombo  
Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ sducharme@mashpeema.gov

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

February 3, 2023

We are committed to bringing you local sports.

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The Enterprise

Clancy Construction Inc.

**GENERATOR INSTALLATION NOW SCHEDULING!**

We are proud to announce that we are certified installers of Generac brand generators and are scheduling appointments for this winter.

Give us a call at **508.265.4911** or email us at **[Greg@gregclancyconstruction.com](mailto:Greg@gregclancyconstruction.com)** to book your installation today.

217 CLINTON AVE, FALMOUTH, MA 02540

**NOTICE OF COMMUNITY OUTREACH MEETING**

**A proposed adult-use Recreational Marijuana Retail and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA Units 102A and B1A**

February 1, 2023

Dear Chair Weeden,

Notice is hereby given that CatDogg LLC, d/b/a Sublime Cannabis will host a Community Outreach Meeting for a proposed Marijuana Establishment on Saturday, February 25, 2023 at 2:00 PM EST. The meeting will be held in the Event Room of the Mashpee Public Library, 64 Steeple Street, Mashpee, MA 02649.

The meeting will include a presentation regarding a proposal to site an adult-use recreational marijuana retail facility and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA 02649, Units 102A and B1A. There will be an opportunity for the public to ask questions during the meeting.

--

Robert V. Catania  
CEO | CatDogg LLC

TOWN MANAGERS OFFICE  
FEB 2 '23 AM9:07

**NOTICE OF COMMUNITY OUTREACH MEETING**

**A proposed adult-use Recreational Marijuana Retail and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA Units 102A and B1A**

February 1, 2023

Dear Town Manager Collins,

Notice is hereby given that CatDogg LLC, d/b/a Sublime Cannabis will host a Community Outreach Meeting for a proposed Marijuana Establishment on Saturday, February 25, 2023 at 2:00 PM EST. The meeting will be held in the Event Room of the Mashpee Public Library, 64 Steeple Street, Mashpee, MA 02649.

The meeting will include a presentation regarding a proposal to site an adult-use recreational marijuana retail facility and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA 02649, Units 102A and B1A. There will be an opportunity for the public to ask questions during the meeting.

--  
Robert V. Catania  
CEO | CatDogg LLC

TOWN MANAGERS OFFICE  
FEB 2 '23 AM 9:07

**NOTICE OF COMMUNITY OUTREACH MEETING**

**A proposed adult-use Recreational Marijuana Retail and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA Units 102A and B1A**

February 1, 2023

Dear Town Clerk Kaye,

Notice is hereby given that CatDogg LLC, d/b/a Sublime Cannabis will host a Community Outreach Meeting for a proposed Marijuana Establishment on Saturday, February 25, 2023 at 2:00 PM EST. The meeting will be held in the Event Room of the Mashpee Public Library, 64 Steeple Street, Mashpee, MA 02649.

The meeting will include a presentation regarding a proposal to site an adult-use recreational marijuana retail facility and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA 02649, Units 102A and B1A. There will be an opportunity for the public to ask questions during the meeting.

--

Robert V. Catania  
CEO | CatDogg LLC

MASHPEE TOWN CLERK  
FEB 2 '23 AM 9:04

**NOTICE OF COMMUNITY OUTREACH MEETING**

**A proposed adult-use Recreational Marijuana Retail and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA Units 102A and B1A**

February 1, 2023

Dear Chair Waygan,

Notice is hereby given that CatDogg LLC, d/b/a Sublime Cannabis will host a Community Outreach Meeting for a proposed Marijuana Establishment on Saturday, February 25, 2023 at 2:00 PM EST. The meeting will be held in the Event Room of the Mashpee Public Library, 64 Steeple Street, Mashpee, MA 02649.

The meeting will include a presentation regarding a proposal to site an adult-use recreational marijuana retail facility and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA 02649, Units 102A and B1A. There will be an opportunity for the public to ask questions during the meeting.

Robert V. Catania  
CEO | CatDogg LLC

**TOWN OF MASHPEE  
PLANNING DEPARTMENT  
18 GREAT NECK ROAD NO.  
MASHPEE MA 02649**

2/1/2023

**COMMUNITY OUTREACH MEETING REGARDING**

**A proposed adult-use Recreational Marijuana Retail and and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA Units 102A and B1A**

Notice is hereby given that CatDogg LLC, d/b/a Sublime Cannabis will host a Community Outreach Meeting for a proposed Marijuana Establishment on Saturday, February 25, 2023 at 2:00 PM EST. The meeting will be held in the Event Room of the Mashpee Public Library, 64 Steeple Street, Mashpee, MA 02649.

The meeting will include a presentation regarding a proposal to site an adult-use recreational marijuana retail facility and a Marijuana Product Manufacturing facility at 800 Falmouth Road, Mashpee, MA 02649, Units 102A and B1A. There will be an opportunity for the public to ask questions during the meeting.

--

Robert V. Catania  
CEO | CatDogg LLC

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

The purpose of this plan is to outline how Applicant will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishments Units 102A & B1A at 800 Falmouth Road in Mashpee, MA, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### **Background**

The Town of Mashpee has an approved zoning ordinance regulating the time, place, and manner of Marijuana Establishments. This ordinance, §174-24 and §174-25, allows Recreational Marijuana Establishments, including Cultivation, Product Manufacturing, and Retail in C-1, C2, C-3, and I-1 zoning districts. 800 Falmouth Road is located in the I-1 district and is compliant with all physical siting requirements outlined in the Ordinance. A Special Permit from the Mashpee Town Council is also required. Applicant has applied for a Special Permit from the City Council. Special Permits do not expire unless a change of use occurs.

Applicant and its attorneys and consultants have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions.

### **Ongoing Compliance**

Applicant is committed to remaining in compliance with all local codes, ordinances, and bylaws. Our attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Mayor and other applicable municipal officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that Applicant remains in 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):
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:

b. Name of publication:

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:

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:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - 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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



# Sublime Cannabis

## Positive Impact Plan

### Introduction

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups Positive Impact Plans are intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**

We seek to identify at least one applicant for licensure in need of help and guidance who fulfills the Primary Target Group (PTG) description, and to provide the applicant direct mentor-to-mentee application and business development assistance. This applicant shall be connected to Holyoke, Greenfield, Pittsfield, Walpole, Taunton, Mansfield, or other communities that are Areas of Disproportionate Impact (ADI) as defined by the Commission, through residence or location of their intended business operations at that time. The availability of this service will be continuously promoted through direct engagement with participants in the Social Equity Applicant cohort.

The service is ongoing through direct engagement with Social Equity Applicants, Economic Empowerment Applicants, and ADI residents and is “promoted” in the following way.

- Our company’s consultant, Blue Skies Unlimited LLC, is owned by Social Equity applicant Ezra Parzybok and is on an email list of over 50 SE applicants within his fellow cohort who know of and utilize his pro-bono services.
- He has listed his consulting services via the providers list within the equity portal of the CCC website.
- He lists Google ads for licensing and consulting work and positive impact plan pro bono work
- Our company will not promote the work via advertising which may look good on a renewal form but is not as efficient as working with the many SE teams with whom we

are connected, and who need more services than we could possibly provide for. Ongoing efforts have been made to promote the pro bono services to SE through the CCC contact list but there is a policy of not allowing contact and the CCC response is “anyone can network with SE as they see fit.” So we continue to use our 50+ strong email group of SE.

## **Acknowledgments**

*The applicant will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.*

*No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.*

*No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.*

*We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.*

*We attest we will not provide any of our Positive Impact Plan program resources to Independent Testing Laboratories.*

## **Programs:**

The *Positive Impact Program* comprises four main elements:

**Business Development** – We will provide access to consulting and ancillary services that can help applicants create and develop robust business ideas, property search, business strategy, team development, document creation, etc. for developing, permitting, and licensing their cultivation, retail, processing, and delivery businesses. This includes around the clock texting, phone calls, site visits, and with a specific **Goal of 5 hours of business development annually** will be offered.

**Local licensing and permitting** - The Positive Impact Plan will provide guidance and direct assistance in the preparation of presentation and submission materials; and advocacy for the projected business to affected communities and municipalities that require either Permitting, local licensing, or both, with the **goal of 5 hours of local help for the year.**

**State licensing** - The Positive Impact Plan will provide direct assistance in the development and preparation of business plans, host community agreements, Standard Operating Procedures, support documentation and submission of relevant license applications with a **goal of 5 hours consultation each year.**

**Compliance** - The Positive Impact Plan will help SE applicants and other PTG fulfill the following compliance support with a **goal of 10 hours assistance each year**:

- Architectural Review
- Post provisional license inspection document creation such as cash handling, alcohol and tobacco policy, eye safety plan, banking compliance, security installation compliance

### **Goals:**

The goal of the program is to provide PTG applicants with direct access to the same professional consulting services enjoyed by (generally) better-financed applicants. These services will provide direct assistance in the achievement of some or all of the following milestones:

- Business Plan Development (goal; completion of **one compliant business plan**)
- Support negotiation of Host Community Agreement with goal of **one HCA achieved**
- Preparation, support, presentation, and advocacy of **one Community Outreach Meeting**
- Direct assistance in the preparation of Standard Operating Procedures for submission to the Commission with the goal of developing **one full suite of documents** to mentee for application in each license category
- Direct assistance in the preparation and collation of uploading and preparing supporting documentation for submission to the Commission (**goal of 5 hours** of MassCIPortal assistance)
- Provide PTG participants easy access to expert mentorship and counseling through individual conference calls with leading industry consultants and ancillary professionals with goal of **5 hours of conference calls**

### **Measurements and Metrics:**

- **Targeting** - Did the applicant meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described in the introduction above?
- **Milestones** - Was the applicant provided assistance in the achievement of **at least 3 of the "Goals"**, above, annually?
- **Assistance** - Was the applicant provided a goal of **10 hours of direct consulting support** annually in any or all of the four principal program elements?
- **Documentation** – annually, did the applicant receive **3 hours of guidance** or **3 material documents** or **3 email exchanges** regarding specific issues that furthered their progress in fully participating in the regulated marijuana industry?





## 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: 0016195241. The exact name of the limited liability company is: CATDOGG LLC

## 2a. Location of its principal office:

No. and Street: 565 WHISTLEBERRY DRIVECity or Town: MARSTONS MILLSState: MAZip: 02648Country: USA

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

No. and Street: 565 WHISTLEBERRY DRIVECity or Town: MARSTONS MILLSState: MAZip: 02648Country: USA

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

MANUFACTURING AND RETAIL SALES AND OTHER LAWFUL PURPOSES IN THE COMMONW  
EALTH OF MASSACHUSETTS

## 4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

Name: ROBERT V. CATANIANo. and Street: 565 WHISTLEBERRY DRIVECity or Town: MARSTONS MILLSState: MAZip: 02648Country: USA

I, ROBERT V. CATANIA 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 V. CATANIA	565 WHISTLEBERRY DRIVE MARSTONS MILLS, MA 02648 USA
MANAGER	EVAN R. LEHRER	7 ORCHARD WAY SANDWICH, MA 02563 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	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	ROBERT V. CATANIA	565 WHISTLEBERRY DRIVE MARSTONS MILLS, MA 02648 USA
SOC SIGNATORY	EVAN R. LEHRER	7 ORCHARD WAY SANDWICH, MA 02563 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT V. CATANIA	565 WHISTLEBERRY DRIVE MARSTONS MILLS, MA 02648 USA
REAL PROPERTY	EVAN R. LEHRER	7 ORCHARD WAY SANDWICH, MA 02563 USA

**9. Additional matters:**

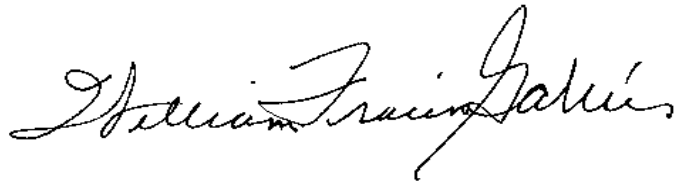
**SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of November, 2022,**  
ROBERT V. CATANIA

*(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:

November 18, 2022 12:32 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

mass.gov/dor

Letter ID: L0442577440  
Notice Date: January 5, 2023  
Case ID: 0-001-835-021



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CATDOGG LLC  
565 WHISTLEBERRY DR  
MARSTONS MILLS MA 02648-1439

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

The Commissioner of Revenue certifies that, as of the date of this certificate, CATDOGG 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

## OPERATING AGREEMENT

OF

### CATDOGG LLC

THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES DESCRIBED HEREIN MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO CATDOGG LLC THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS OPERATING AGREEMENT of CATDOGG LLC (the “*Company*”) is made and entered into as of November 18, 2022 (the “*Effective Date*”), by and among: (1) the Company; (2) Robert V. Catania, individually as a Manager (as defined below) of the Company (“*Catania*”); (3) Evan R. Lehrer, individually as a Manager of the Company (“*Lehrer*”); and (4) those Persons (as defined below) who become Members (as defined below) of the Company either by executing and delivering this Agreement or a Joinder to Operating Agreement, in the form attached hereto as **Exhibit 1** (a “*Joinder Agreement*”) which is countersigned by the Manager (each an “*Member*” and collectively as the “*Members*”).

### RECITALS

WHEREAS, the Company has been formed as a limited liability company pursuant to the Massachusetts Act (as defined below), by filing the Massachusetts Certificate (as defined below) with the Massachusetts SOS (as defined below); and

WHEREAS, the Parties (as defined below) desire to set forth the business and management of the Company, the Manager’s authority in connection with the Company and the Members’ respective interests in the Company.

NOW, THEREFORE, in consideration of the agreements and obligations set forth in this Agreement (as defined below) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I.

#### DEFINITIONS

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

***“Additional Capital Contribution”*** means, as of any given date, any Capital Contribution made by a Member to the Company pursuant to Section 8.2 in excess of such Member’s Initial Capital Contribution.

***“Adjusted Capital Account Deficit”*** means, as of any particular date with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of such date after giving effect to the following adjustments:

(a) Such Capital Account shall be increased to reflect amounts, if any, attributable to partnership minimum gain or partner nonrecourse debt minimum gain which such Member is deemed to be obligated to restore pursuant to Tax Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

(b) Such Capital Account shall be reduced to reflect any items described in Tax Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

***“Affiliate”*** means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by or is under common Control with such Person (and the term ***“Affiliated”*** shall have a correlative meaning).

***“Agreement”*** means this Operating Agreement as originally executed and as it may be amended and/or restated from time to time.

***“Book Value”*** means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Book Value of any asset contributed to the Company by a Member shall be the gross fair market value of such asset, as determined by the Manager, and shall be subsequently reduced by depreciation taken into account with respect to such asset for purposes of determining Profits or Losses hereunder;

(b) The Book Values of all Company assets shall be adjusted to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Tax Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (e) of the definition of “Profits” and “Losses” hereunder;

(c) The Book Value of any Company asset Distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution, as determined by the Manager; and

(d) The Book Values of the Company assets may be adjusted to equal their respective gross fair market values as provided in Section 8.3.

***“Business Day”*** means any day other than a Saturday, a Sunday or a legal holiday on which national banks are not open for general business in the Commonwealth of Massachusetts.

**“Capital Account”** means a capital account maintained in accordance with the rules contained in Tax Regulations Section 1.704-1(b)(2) as maintained in accordance with applicable rules under the Code and as set forth in Tax Regulations Section 1.704-1(b)(2)(iv) as amended from time to time.

**“Capital Contribution”** means any contribution, as defined in Massachusetts Act Section 2(3), to the capital of the Company in cash, Property, services rendered, a promissory note or other obligation to contribute cash, Property or to perform services by a Member whenever made.

**“Capital Transaction”** means: (1) any merger or consolidation of the Company with or into another Entity in which the holders of the Company’s issued and outstanding Membership Interests immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain equity in the surviving Entity representing a majority of the voting power of the surviving Entity or equity representing a majority of the voting power of an Entity that wholly owns, directly or indirectly, the surviving Entity; (2) a sale or exclusive license of all or substantially all of the Company’s assets; or (3) a transaction in which Members agree, in writing, to sell or exchange Membership Interests which represent at least a majority of the then outstanding Membership Interests then held by Members of the Company to a third Person or Persons.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time.

**“Confidential Information”** means all information and documentation relating to the Company’s business of a proprietary and confidential nature, including, but not limited to, information and documentation relating to the Company’s products, services, deliverables, intellectual property, intellectual property rights, customers, marketing plans and/or business strategies.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of the Person in question, whether through ownership of voting securities, by contract or otherwise (and the terms **“Controlled”** and **“Controlling”** shall have correlative meanings).

**“Distribution”** means a Transfer of Property to a Member (and the terms **“Distributed”** and **“Distribute”** shall have correlative meanings).

**“Entity”** means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other entity.

**“Fiscal Year”** means the Company’s fiscal year, which shall be the calendar year.

**“Initial Capital Contribution”** means the first contribution to the capital of the Company made by a Member pursuant to this Agreement.

**“Insolvency Event”** means any one of the following events with regard to the Company: (1) the filing of a voluntary petition or otherwise initiating proceedings to have the

Company adjudicated bankrupt or insolvent; (2) consenting to the institution of bankruptcy or insolvency proceedings against the Company, or filing a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; (3) seeking or consenting to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Properties and assets of the Company; (4) making any general assignment for the benefit of creditors of the Company; (5) admitting in writing the inability of the Company to pay its debts generally as they become due; (6) declaring or effecting a moratorium on the Company's indebtedness; or (7) the taking any action in furtherance of any of the foregoing actions.

***"Majority Interest"*** means Members owning the then issued and outstanding Units representing at least a majority of all of the then issued and outstanding Units (voting or consenting as a single class).

***"Manager"*** means Catania and Lehrer, collectively. To the extent that any Person: (a) succeeds Catania or Lehrer in his capacity as Manager pursuant to the terms of this Agreement, then such Person shall be deemed to be a Manager under this Agreement; or (b) is appointed to be an additional Manager pursuant to the terms of this Agreement, then such Person, together with Catania and Lehrer (or their successors, if any) if applicable, shall be collectively referred to in this Agreement as the Manager.

***"Massachusetts Act"*** means the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, in effect at the time of the initial filing of the Massachusetts Certificate with the office of the Massachusetts SOS, and as thereafter amended and/or restated from time to time.

***"Massachusetts Certificate"*** means the Certificate of Organization creating the Company, as it may, from time to time, be amended and/or restated in accordance with the Massachusetts Act.

***"Massachusetts SOS"*** means the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

***"Member"*** means each of the Parties who executes this Agreement as a Member and each of the Parties who may become Members after the Effective Date pursuant to Section 4.2.

***"Membership Interests"*** means, with respect to any Member, such Member's entire ownership interest in the Company at any particular time, which interest shall be expressed in Units, including, without limitation, such Member's right to share in Profits and Losses and to receive Distributions of Net Distributable Cash pursuant to this Agreement and any and all benefits to which such Member may be entitled as provided in this Agreement and the Massachusetts Act.

***"Net Distributable Cash"*** means with respect to any fiscal period, cash receipts of the Company from all sources during such fiscal period, plus the amount of cash receipts previously added to or used to establish Reserves that the Manager determines should no longer be kept in the Reserves, less the sum of the following to the extent paid or set aside by the

Company: (1) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, including repayment of any advances made by any Member; (2) all cash expenditures incurred in connection with the operation of the Company Business; (3) all capital expenditures; and (4) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company Business and/or to satisfy any requirements of the Company's lenders.

**"Offsettable Decrease"** means any adjustment, allocation or Distribution described in Tax Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases an Adjusted Capital Account Deficit of the applicable Member as of the end of the taxable year to which the adjustment, allocation or Distribution relates.

**"Party"** means each Member, each Person serving as Manager and the Company, and collectively, the **"Parties"**.

**"Person"** means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

**"Pro Rata Basis"** means, with respect to each Member, the number or figure in question multiplied by a fraction, the numerator of which is the number of then issued and outstanding Units owned by such Member and the denominator of which is the total number of all issued and outstanding Units then owned by all Members.

**"Profits"** and **"Losses"** (as applicable) mean with respect to each Fiscal Year, the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Tax Regulations Section 1.704-1(b)(2)(iv)(i) not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(c) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Book Value;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation for such Fiscal Year, computed in accordance with Tax Regulations Section 1.704-1(b)(2)(iv)(g);

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to

Tax Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining a Member's Capital Account as a result of a Distribution other than in complete liquidation of a Member's Membership Interests, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses;

(f) In the event the Book Value of any Company asset is adjusted pursuant to subparagraphs (c) or (d) of the definition of "Book Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses; and

(g) Notwithstanding the foregoing, any items of income, gain, loss and deduction which are specifically allocated pursuant to Sections 11.4 through 11.7 of this Agreement shall not be taken into account in computing Profit or Loss under this Agreement.

It is intended that, among other deductions, operating expenses, all salary, bonuses and other compensation and guaranteed payments (including, without limitation, the amount of any cash and the fair market value of any equity interest in the Company or any other Entity) paid to any Person serving as Manager and/or an officer, or other employee, agent or consultant of the Company shall be deducted from Profits or added to Losses, as appropriate.

**"Property"** means any property, real or personal and tangible or intangible, including cash, and any legal or equitable interest in such property, but excluding services and promises to perform in the future.

**"Reserves"** means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts: (1) deemed sufficient by the Manager for working capital; (2) deemed sufficient by the Manager to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company Business (whether presently or in the future); and (3) required by any lender of the Company.

**"Super-Majority Interest"** means Members owning the then issued and outstanding Units representing at least 66 2/3% of all of the then issued and outstanding Units (voting or consenting as a single class).

**"Tax Regulations"** means the Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**"Transfer" or "Transferred"** means any sale, exchange, assignment, distribution (upon liquidation or otherwise), encumbrance, hypothecation, gift, pledge, transfer or other disposition or alienation, whether absolute, contingent or collateral, in any way (including, without limitation, by operation of law).

**"Units"** means the number of Units set forth opposite a Member's name on Exhibit A attached to this Agreement under the heading "Units".

## ARTICLE II.

### FORMATION OF THE COMPANY

**2.1 Formation.** On November 18, 2022, the Company was formed as a Massachusetts limited liability company upon the execution and filing of the Massachusetts Certificate with the Massachusetts SOS in accordance with the provisions of the Massachusetts Act.

**2.2 Name.** The name of the Company as stated in the Massachusetts Certificate is CATDOGG LLC.

**2.3 Registered Office and Resident Agent.** The Company's registered office is at the office of its registered agent at 565 Whistleberry Drive, Marston Mills, MA 02648 and the name of its registered agent at such address is Robert V. Catania. The registered office and registered agent may be changed from time to time by the Company by filing the address of the new registered office and/or the name of the new registered agent with the Massachusetts SOS pursuant to the Massachusetts Act and the applicable rules promulgated thereunder.

**2.4 Principal Place of Business.** The principal place of business of the Company is 565 Whistleberry Drive, Marston Mills, MA 02648. The Company may locate its places of business at any other place or places as the Manager may from time to time deem advisable.

## ARTICLE III.

### BUSINESS OF THE COMPANY; RESTRICTIONS

**3.1 Purposes.** The purposes of the Company are: (a) to manufacture and sell products; and (b) to carry out any business or activity which may be lawfully carried on by a limited liability company under the Massachusetts Act (collectively, the "**Company Business**").

**3.2 Company Powers.** In furtherance of the Company Business (but subject, however, to all other provisions of this Agreement), and without limiting in any way the powers conferred upon the Company under the Massachusetts Act, the Company is hereby authorized, directly or indirectly:

(a) To acquire (by purchase, lease or otherwise), own, finance, manage, operate, maintain, lease, sell, convey, assign, mortgage, dispose of and otherwise invest in and deal with any real or personal Property necessary, convenient, or incidental to the accomplishment of the Company Business;

(b) To borrow money, secured or unsecured, and issue evidences of indebtedness in furtherance of the Company Business, and to secure the same by mortgages, pledges, or other liens;

(c) To guarantee the indebtedness and obligations of other Persons where appropriate in furtherance of the Company Business;

(d) To repay in whole or in part, refinance, recast, increase, modify or extend any indebtedness incurred by the Company;

(e) To enter into, modify, amend, supplement, perform and carry out contracts of any kind, including contracts with Affiliates, necessary to, in connection with, or incidental to the accomplishment of the Company Business;

(f) To satisfy, adjust, compromise and/or settle any and all obligations of, and claims made against, the Company;

(g) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the Company Business, so long as said activities may be lawfully carried on or performed by a limited liability company under the Massachusetts Act and any other federal and/or state laws applicable to the Company;

(h) To invest any funds of the Company and open, maintain and close accounts with one or more banks or other financial institutions; and

(i) To distribute and/or sell all or portions of any equity interests in Persons created by and/or owned in whole or in part by the Company.

## **ARTICLE IV.**

### **MEMBERS**

**4.1 *Members Generally.*** The names, addresses, Units and Capital Contributions of the Members are as listed on **Exhibit A** attached to this Agreement.

**4.2 *Additional Members.*** The Company may admit additional Members and issue Membership Interests to them if: (a) the Manager approves such admission; (b) the Company and such additional Members execute and deliver Joinder Agreements; and (c) the Company adds the additional Members' information to **Exhibit A** attached to this Agreement (which additions shall not be deemed amendments of this Agreement pursuant to Section 14.4 below).

## **ARTICLE V.**

### **MANAGEMENT**

#### **5.1 *Management of the Company by the Manager.***

(a) The business and affairs of the Company shall be managed by its Manager. The Manager shall have full and complete authority, power and sole discretion to manage and control the business, affairs and Properties of the Company, to make all decisions regarding those matters and to perform any or all other acts or activities customary or incident to the management of the Company Business.

(b) Pursuant to Section 5.1(a) above, the Manager hereby authorizes the Chief Executive Officer and the Chief Operating Officer of the Company (as appointed pursuant to Section 5.7 below), and each of them acting singly, to negotiate, execute and deliver all such instruments and documents, make all such payments and do all such other acts and things as in

their opinion, or in the opinion of any of them, may be necessary or appropriate in order to carry out and manage the day-to-day operations of the Company without further approval of the Manager; provided however, that, for purposes of clarification, the Chief Executive Officer and the Chief Operating Officer may not take the following actions without the prior vote or written consent of the Manager or a Super-Majority Interest:

- (i) approve, allow or facilitate an Insolvency Event;
- (ii) cause the Company to dissolve or be a party to a Capital Transaction;
- (iii) create any class or series of equity or other equity securities (including, but not limited to, securities convertible into or exercisable for equity securities) of the Company other than the Units;
- (iv) reclassify, alter or amend any existing security of the Company in respect of: (x) the Distribution of assets on the liquidation, dissolution or winding up of the Company; or (ii) the payment of Distributions in the ordinary course of the Company Business;
- (v) amending, altering or repealing any provision of the Massachusetts Certificate or this Agreement that has an adverse effect on rights or obligations of any Member;
- (vi) making Distributions other than as set forth in this Agreement;
- (vii) creating, authorizing, or issuing any indebtedness for borrowed money, or permitting any subsidiary of the Company to take any such action with respect to any indebtedness for borrowed money, if the aggregate indebtedness for borrowed money of the Company and its subsidiaries following such action would exceed \$250,000.00 (other than equipment leases);
- (viii) causing a fundamental change in the business of the Company from the Company Business;
- (ix) paying total compensation to any Person serving as Manager in any Fiscal Year of the Company in excess of \$100,000.00; or
- (x) paying any employee of, or consultant to, the Company total compensation in any Fiscal Year of the Company in excess of \$100,000.00.

**5.2 Number, Tenure and Qualifications of Managers.** Pursuant to Section 5.3 below, the Company shall initially have two (2) Persons serving as Manager who shall be Catania and Lehrer; provided however, that the number of Persons serving as Manager of the Company may be increased or decreased by the Members owning a Super-Majority Interest. Notwithstanding the foregoing sentence, the Company shall not have fewer than one (1) Person serving as Manager. Each Person serving as Manager shall serve until the earliest of: (a) the resignation of such Person; (b) the removal of such Person pursuant to Section 5.3(c) below; and (c) the death or intentional dissolution and liquidation of such Person. In the event that there shall be no Person serving as

Manager (because of resignation or otherwise), Persons to serve as Manager may be elected by the vote or written consent of the Members owning a Super-Majority Interest.

### **5.3 *Voting Agreement.***

(a) The Members agree that in each election of the Manager (whether at a special or annual meeting or by written consent) during the term of this Agreement they each shall vote all voting securities presently owned or hereafter acquired by them or over which they exercise voting control: (a) to fix and maintain the number of Persons serving as Manager at two (2); and (b) for the election as Manager of the nominees determined as set forth in Sections 5.3(b) and 5.3(c).

(b) So long as Catania owns 25% or more of the issued and outstanding Units, Catania shall be entitled to nominate one person to serve as Manager and the initial nominee of Catania is Catania. Such nominee shall be deemed to be the nominee selected by Catania in each election until another nominee is selected by Catania and written notice of such selection has been given to the Company and the other Members.

(c) So long as Lehrer owns 25% or more of the issued and outstanding Units, Lehrer shall be entitled to nominate one person to serve as Manager and the initial nominee of Lehrer is Lehrer. Such nominee shall be deemed to be the nominee selected by Lehrer in each election until another nominee is selected by Lehrer and written notice of such selection has been given to the Company and the other Members.

(d) Each Person nominated and elected as Manager in accordance with Sections 5.3(a), (b), and (c) above shall serve until such Person's successor is nominated, elected and qualified or until such Person's earlier resignation or removal. Each Person serving as Manager may be removed during such Person's term of office only by the written consent of the Member who nominated such Person. Any Manager vacancy nominated as described in Section 5.3(b) or Section 5.3(c) may be filled, after nomination pursuant to Section 5.3(b) or Section 5.3(c), only by vote or the written consent of Members owning a Super-Majority Interest.

**5.4 *Manager(s) Meetings/Actions.*** Regular meetings of the Manager may be held without call or notice at such times and such places within or without the Commonwealth of Massachusetts as the Persons serving as Manager may, from time to time, determine. Special meetings of the Manager may be held at any time and at any place designated in the written notice for the meeting when called by: (a) a Person serving as Manager; or (b) Members owning a Super-Majority Interest. A Person serving as Manager may participate in any meeting of the Manager by means of a conference telephone, video conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at the meeting. It shall be sufficient notice to a Person serving as Manager to: (i) send notice of such a meeting by overnight courier or electronic mail at least twenty-four (24) hours before such meeting addressed to such Person at such Person's usual or last known business, residence or electronic mail address; or (ii) to give notice of such a meeting to a Person serving as Manager in person or by telephone at least twenty-four (24) hours before such meeting. Notice shall be given by the Person(s) calling the meeting in question. The requirement of notice to any Person serving as Manager shall be waived

by such Person's attendance at the meeting without protesting prior thereto or at its commencement the lack of notice. At any meeting of the Manager, the presence of all Persons serving as Manager then in office shall constitute a quorum for the transaction of business. Any Manager meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice. Except where specifically required pursuant to this Agreement, the Manager may act at any meeting where there is a quorum only by majority vote of the Person(s) serving as the Manager. No Member, other than in a Member's capacity as a Person serving as Manager, may take any action on behalf of the Company unless expressly authorized to do so in writing by the Manager.

**5.5 Written Consent.** Any action by the Manager permitted under this Agreement or the Massachusetts Act may be taken without a meeting if all of the Persons serving as Manager consent to the action in writing and the consents are filed with the records of the Company. Such consent shall be treated for all purposes as a vote of the Manager at a meeting.

**5.6 Meetings by Remote Communications.** The Persons serving as Manager may meet by conference telephone call, video conference or similar communications equipment if all Persons serving as Manager participating can hear one another on such call or video conference.

**5.7 Appointment and Removal of Officers.** The Manager shall have the right to appoint, terminate (with or without cause), remove (with or without cause) and replace (with or without cause) officers of the Company, including, but not limited to, a Chief Executive Officer, a President, Vice Presidents, a Treasurer, and a Secretary, and to assign to such officers duties and authorities that the Manager, in its discretion, determines will benefit the Company. As of the Effective Date, the Manager appoints: (a) Catania as the Chief Executive Officer and Chief Operating Officer of the Company; and (b) Lehrer as the President of the Company. The Chief Executive Officer and Chief Operating Officer of the Company shall oversee the day-to-day operations of the Company pursuant to the provisions of Section 5.1 above. The President of the Company shall have the authority to take any actions approved by the Manager.

**5.8 Tax Matters Partner; Partnership Representative.**

(a) The Manager shall designate a Member from time to time to act as "tax matters partners" for the Company as prescribed by Section 6231 of the Code. Until he shall resign or be removed by the Manager, Catania shall act as the "**Tax Matters Partner**" for the Company, and shall have the powers and authority necessary to perform the functions of that role under the Code.

(b) This Section 5.8(b) shall apply for taxable years of the Company.

(i) For purposes of this Section 5.8(b), unless otherwise specified, all references to provisions of the Code shall be to such provisions as in effect following the effective date of its amendment by Section 1101 of H.R. 1314, the "Bipartisan Budget Act of 2015", as such provisions may subsequently be modified.

(ii) The Manager shall be the Company's designated "partnership representative" within the meaning of Code Section 6223 (the "**Tax Representative**") with sole

authority to act on behalf of the Company for purposes of Subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws, provided, however, that the Manager may appoint any other Person to serve as Tax Representative and the Manager may remove any Person serving as Tax Representative.

(iii) If the Company is eligible to elect, pursuant to Code Section 6221(b) (or successor provision), to have Subchapter C of Chapter 63 of the Code not apply to any federal income tax audits and other proceedings for any taxable year, the Tax Representative may cause the Company to make such election.

(iv) If any partnership adjustment (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Representative shall promptly notify the Members upon the receipt of a notice of final partnership adjustment, and the Tax Representative shall take such actions as it shall deem appropriate, including filing a petition in the applicable tax court, causing the Company to pay the amount of any such adjustment under Code Section 6225, or making an election under Code Section 6226.

(v) If any such partnership adjustment is finally determined with respect to the Company and the Tax Representative has not caused the Company to make the election under Code Section 6226, then: (x) the Members (including former Members) shall take such actions as may be requested by the Tax Representative, including filing amended tax returns and paying any tax due in accordance with Code Section 6225(c)(2); (y) the Tax Representative shall use commercially reasonable efforts to make any modifications available under Code Sections 6225(c)(3), (4) and (5); and (z) any imputed underpayment (as determined in accordance with Code Section 6225) or partnership adjustment that does not result in an imputed underpayment shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Representative) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their Units (or the Units of their predecessor Members) for the “reviewed year” (as defined in Code Section 6225(d)).

(vi) If any Entity in which the Company owns an equity interest: (x) pays any partnership adjustment under Code Section 6225; (y) requires the Company to file an amended tax return and pay associated taxes to reduce the amount of a partnership adjustment imposed on such other Entity; or (z) makes an election under Code Section 6226, the Tax Representative may cause the Company to make the request for an administrative adjustment provided for in Code Section 6227 consistent with the principles and limitations set forth in Sections 5.9(b)(iv) and 5.9(b)(v) above for partnership adjustments of the Company, and the Members shall take such actions as may be reasonably requested by the Tax Representative in furtherance of such request for an administrative adjustment.

(vii) The obligations of each Member or former Member under this Section 5.8(b) shall survive the Transfer by such Member of its Units and the termination of this Agreement or the dissolution of the Company.

## **5.9 Liability.**

(a) Except as otherwise provided by the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Person serving as Manager and/or an officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Person serving as Manager and/or an officer of the Company. No Person serving as Manager and/or an officer shall be required to lend any funds to the Company.

(b) No Person serving as Manager has guaranteed any Profits for or Distributions to any Member nor has any such Person guaranteed the return of any Member's Capital Contributions. No Person serving as Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from: (i) the intentional misconduct of such Person; or (ii) the gross negligence of such Person. The Persons serving as Manager shall be entitled to rely on information, opinions, reports or statements, including, but not limited to, financial statements or other financial data, prepared or presented in accordance with the provisions of Section 11 of the Massachusetts Act.

**5.10 Duties; Other Opportunities.** The Persons serving as Manager and/or officers of the Company shall devote such time and effort as is reasonably necessary to manage the Company and may have other business interests and may engage in other activities in addition to those relating to the Company. The Company, the Persons serving as Manager and the Members agree that: (a) no business opportunities shall be deemed the property of the Company; (b) the Persons serving as Manager and/or officers, each Member and each of their Affiliates may engage in, participate in or possess an interest in any other business venture of any nature or description, independently or with others, even if any such transaction may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company and/or any of its direct or indirect subsidiaries, it being expressly understood that the Persons serving as Manager and/or officers, a Member and any such Affiliates may be entering into transactions that are similar to the transactions into which the Company and/or its direct and indirect subsidiaries may enter; (c) neither the Company, the Persons serving as Manager and/or officers nor any Member shall have any right, by virtue of this Agreement, at law or equity or otherwise, to share or participate in any such transaction of the Persons serving as Manager and/or officers, a Member or any such Affiliate or to the income, profits or proceeds derived therefrom; and (d) neither any Person serving as Manager and/or an officer, a Member nor any such Affiliate shall incur any liability to the Company or any Person serving as Manager and/or an officer or any Member as a result of engaging in any other business venture.

**5.11 Certain Transactions.** The Company is permitted in the normal course of its business to enter into transactions with any Member, any Person serving as Manager and/or an officer, Affiliate, or with any Affiliate of any Member, Person serving as Manager and/or officer or other Affiliate, provided that the price and other terms of such transactions are fair to the Company and that the price and other terms of such transactions are not less favorable to the Company than those generally prevailing with respect to comparable transactions between unrelated Persons.

**5.12 Bank Accounts.** The Manager may from time to time open bank accounts in the name of the Company and only the Manager may determine the authorized signatories thereon.

**5.13 Indemnity of the Manager and Officers.** To the fullest extent permitted under the Massachusetts Act, the Company shall: (a) indemnify and hold harmless the Persons serving as Manager and/or officers for all costs, losses, liabilities and damages (collectively, the “**Losses**”) paid or accrued by such Persons; and (b) make advances for expenses to the Persons serving as Manager and/or officers, with respect to any matters relating, directly or indirectly, to the Company Business; provided however, that the Company shall not indemnify any Person serving as Manager and/or an officer for any Losses that arise from such Person’s intentional misconduct or gross negligence.

**5.14 Resignation.** Any Person serving as Manager and/or an officer of the Company may resign at any time by giving written notice to any other Person serving as Manager. The resignation of any Person serving as Manager and/or an officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Person serving as Manager and/or an officer shall not affect such Person’s rights as a Member and shall not constitute withdrawal as a Member (if applicable).

**5.15 Expenses.** The Persons serving as Manager and/or officers of the Company shall be reimbursed for all reasonable expenses incurred in connection with managing the Company pursuant to any expense reimbursement policy adopted by the Manager.

## ARTICLE VI.

### MEETINGS OF MEMBERS

**6.1 Meetings.** Meetings of the Members, for any purpose or purposes, unless proscribed by applicable law, may be called by: (a) the Manager; or (b) any Member.

**6.2 Place of Meetings.** The Manager or the Member(s) calling a meeting of the Members may designate any place, either within or outside the Commonwealth of Massachusetts, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is called, the place of meeting shall be the principal executive office of the Company in the Commonwealth of Massachusetts.

**6.3 Notice of Meetings.** Written notice stating the place, day and hour of a Members meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two (2) nor more than sixty (60) calendar days before the date of the meeting by or at the direction of the Person calling the meeting, to each Member.

**6.4 Quorum.** Except as otherwise provided by applicable law or by this Agreement, the owners of a Majority Interest present in person or represented by proxy or attorney-in-fact shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, a quorum shall not be present or represented by proxy or attorney-in-fact at any meeting of the Members, the Members owning a majority of the then issued and outstanding Units entitled to vote at such meeting and present in person or represented by proxy or attorney-in-fact, shall have power to adjourn the meeting without notice other than announcement at the meeting 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 original

meeting. If the adjournment is for more than thirty (30) calendar days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member.

**6.5 Voting Requirements.** When a quorum is present at any Members meeting, the vote of the owners of a Majority Interest present in person or represented by proxy or attorney-in-fact shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law or of this Agreement, a different vote is required. In such a case, such express provision shall govern the decision of such question. Except as otherwise required by applicable law, whenever a vote or consent of the Members of the Company is required by this Agreement or by applicable law each holder of a Unit shall be entitled to one vote per Unit (and if a holder owns a fraction of a Unit, such holder shall be entitled to vote a fraction of a vote equal to the fraction of the Unit they own). The voting of Units pursuant to this Agreement may be effected in person, by proxy, by attorney-in-fact, by written consent or in any other manner permitted by applicable law.

**6.6 Proxies/Attorneys-In-Fact.** At all meetings of Members, each Member may vote Units in person, by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy or, if applicable, the document authorizing the attorney-in-fact, shall be filed with a Person serving as Manager before or at the time of the meeting. No proxy or document authorizing an attorney-in-fact shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy or the document authorizing the attorney-in-fact.

**6.7 Record Date.** For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or entitled to consent to Member action in writing without a meeting, or entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or electronically mailed or the date on which the resolution declaring such Distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

**6.8 Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by at least the owners of then issued and outstanding Units having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which a quorum of Members entitled to vote thereon were present and voted. Written notice of such action effected by written consent shall be given to the Members who have not executed such written consent within a reasonable time after such action has been approved by the Members as herein provided.

**6.9 Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. In addition, if a Member is present (either in person, telephonically or by video conference) at a duly called meeting of the Members and does not object to any failure to give proper notice of such meeting promptly after

such Meeting begins or prior to such meeting, such Member is deemed to have waived notice of such meeting.

**6.10 Meetings by Remote Communications.** The Members may meet by conference telephone call, video conference or similar communications equipment if all Members participating can hear one another on such call or video conference.

## **ARTICLE VII.**

### **LIMITATIONS ON RIGHTS AND OBLIGATIONS OF MEMBERS**

**7.1 Limitation of Liability.** Each Member's liability with regard to the Company shall be limited as set forth in this Agreement, the Massachusetts Act and other applicable law.

**7.2 No Liability for Company Obligations.** Except as otherwise provided by the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company. The Members shall only be liable to make payment of their respective Capital Contributions as and when due hereunder and other payments as expressly provided in this Agreement.

**7.3 Priority and Return of Capital.** No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or Distributions. This Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

## **ARTICLE VIII.**

### **CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS**

**8.1 Member Capital Contributions.** Each Member's Capital Contributions to the Company are as set forth opposite each Member's name on Exhibit A attached hereto under the heading "Capital Contribution".

**8.2 Additional Capital Contributions.** No Member shall have any obligation to make any Capital Contribution in excess of its Initial Capital Contribution, except as agreed to in writing by such Member. Additional Capital Contributions may be requested by the Manager to be made by the Members from time to time as is determined by the Manager to be necessary and appropriate in connection with the conduct of the Company Business and in order to pay taxes, insurance premiums, principal and interest on indebtedness of the Company and various other costs of the operation of the Company, including, but not limited to, capital expenditures. Upon the making of any Additional Capital Contribution by a Member to the Company, the Manager shall update Exhibit A in all appropriate respects to reflect such Additional Capital Contribution and such updating of Exhibit A shall not be deemed to be an amendment of this Agreement pursuant to Section 14.4 below.

**8.3 Maintenance of Capital Accounts.** The Company shall establish and maintain a Capital Account for each Member. Capital Accounts shall, generally, be increased by: (a) the amount of any money contributed or deemed to be contributed by the Member to the capital of the Company; (b) the fair market value of any Property contributed or deemed to be contributed, as determined by the Manager and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Property, within the meaning of Section 752 of the Code); and (c) the Member's share of Profits and of any separately allocated items of income or gain. Each Member's Capital Account shall, generally, be decreased by: (i) the amount of any money Distributed to the Member by the Company; (ii) the fair market value of any Property Distributed to the Member, as determined in good faith by the Manager (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of Section 752 of the Code); and (iii) the Member's share of Losses and of any separately allocated items of deduction or loss. If the Manager decides, in its sole discretion, the Property of the Company shall be revalued and the Capital Accounts of the Members shall be adjusted as permitted by Tax Regulations Sections 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g).

**8.4 Compliance with Section 704(b) of the Code.** The provisions of this Article VIII, as they relate to the maintenance of Capital Accounts, are intended, and shall be construed, and, if necessary, modified to cause the allocations of Profits, Losses, income, gain and credit pursuant to Article XI to have substantial economic effect under the Tax Regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Article X. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

**8.5 Loans to Company.** Nothing in this Agreement shall prevent any Person serving as Manager and/or an officer, any Member, any Affiliate thereof or any third Person from making secured or unsecured loans to the Company by agreement with the Company. The making of any loan by any such Person shall not create any additional fiduciary duty between the Person making the loan (on the one hand) and the Company (on the other hand) and shall not otherwise restrict the right to foreclose, or restrict any other legal remedies which may be exercised by the Person making the loan as may be provided to a third party creditor under applicable law.

**8.6 Issuance of Additional Membership Interests.** Any Person acceptable to the Manager may become a Member of the Company upon the issuance by the Company of Membership Interests for such consideration as the Manager shall agree pursuant to the provisions of Section 4.2. No new Members shall be entitled to any retroactive allocation of Profits or Losses, income, expense or deductions incurred by the Company. The Company may, at its option, at the time such new Member is admitted, close the Company books (as though the Company's tax year had ended) or make allocations of Profit or Loss, income, expense or deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Tax Regulations. Upon the admission of any additional Member as provided herein, Exhibit A shall be updated in all appropriate respects to reflect such admission and such updating of Exhibit A shall not be deemed to be an amendment of this Agreement pursuant to Section 14.4 below.

**8.7. Record of Membership Interests Transactions.** The Company shall maintain a written record in which shall be noted all transactions affecting the issuance and Transfers of Membership Interests and/or portions thereof. No Transfer of Membership Interests and/or portions thereof shall be effective as against the Company unless such Transfer complies with the provisions of this Agreement, including those contained in Section 9.3 below, and the Company has received documentation, reasonably acceptable to it, from any Person(s) it deems appropriate, evidencing such Transfer and the transferee's agreement to be bound by all provisions of this Agreement. Upon receipt of the documentation discussed in the previous sentence, the Company shall enter the Transfer upon the Company's written records.

## **ARTICLE IX.**

### **SPECIAL PROVISIONS**

**9.1 Adjustments of Units; Dilution of Units.** If the Company shall at any time or from time to time after the Effective Date effect any Unit split, reverse Unit split or other similar recapitalization with respect to the Units (an "**Equitable Adjustment Event**"), then the Company shall make an equitable adjustment to each Member's then outstanding Units such that the portion of the Profits and Losses and Distributions that a Member is entitled to in connection with such Member's Units immediately after such Equitable Adjustment Event shall remain substantially the same to the portion of the Profits and Losses and Distributions, that such Member was entitled to immediately prior to such Equitable Adjustment Event.

**9.2 Information Rights/Confidentiality.**

(a) From the Effective Date until the dissolution of the Company, the Company hereby agrees to provide each Member (promptly after the Company's receipt of a written notice from a Member with regard to the information referred to in clause (iii) below only) with:

(i) the Company's state and federal income tax returns for the prior Fiscal Year at the same time it provides the Members their respective Federal Schedule K-1s for such prior Fiscal Year pursuant to Section 9.2(a)(ii) below;

(ii) a Federal Schedule K-1 and any additional or substitute forms or schedules required to enable each Member to timely (subject to extensions permitted by law) file such Member's Federal and state income tax returns for each taxable year of the Company in which the Member was a Member; and

(iii) the information of the Company referenced in Section 10 of the Massachusetts Act, it being understood that: (x) the Manager in its sole discretion may limit dissemination of such information to the requesting Member; and (y) the exercise of such discretion shall be in compliance with the standards set forth in Section 10 of the Massachusetts Act.

(b) Each Member agrees that such Member will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its ownership in the Company) any Confidential Information, unless such Confidential Information: (i) is known or becomes known

to the public in general (other than as a result of a breach of this Section 9.2(b) by such Member); (ii) has been authorized in writing by the Manager to be disclosed; or (iii) is or has been made known or disclosed to the Member by a third Person without a breach of any obligation of confidentiality such third Person may have to the Company; provided however, that a Member may disclose Confidential Information: (x) to such Member's attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring the Member's ownership in the Company; (y) to any prospective purchaser of any securities of the Company from such Member (so long as such purchaser is not a competitor, or is not Affiliated with a competitor, of the Company), if such prospective purchaser agrees in writing to be bound by the provisions substantially similar to this Section 9.2(b) (and such writing is delivered to the Company prior to any such disclosure); or (z) as may otherwise be required by law, provided that the Member notifies the Company of such potential disclosure at least 14 calendar days prior to such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

**9.3 Restrictions on Transfer.** No Member may Transfer all or any part of his, her or its Membership Interests (or any portion thereof) or otherwise withdraw from the Company, except with the approval of the Manager, which may be withheld for any reason or for no reason.

## ARTICLE X

### DISTRIBUTIONS TO MEMBERS

**10.1 Ordinary Distributions of Net Distributable Cash.** Net Distributable Cash shall be Distributed in the ordinary course of business (and not in connection with the consummation of a Capital Transaction or a dissolution of the Company) to the Members on a Pro Rata Basis at such times and in such amounts as shall be determined by the Manager.

**10.2 No Interest on and Return of Capital Contribution.** No Member shall be entitled to interest on its Capital Contributions (except as otherwise provided herein) or to return of its Capital Contributions.

**10.3 Distribution of Assets.** If the Company at any time Distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article XI below) of the Profits or Losses that would have been realized by the Company had it sold the assets that were Distributed at their respective fair market values immediately prior to their Distribution, and such Distribution shall be deemed to be a Distribution made in accordance with Section 10.1 or Section 13.3, as applicable.

**10.4 Limitation on Distributions.** No Distribution of Company Property shall be declared and paid unless, after giving effect thereto, the assets of the Company are equal to or exceed the Company's liabilities.

**10.5 Tax Withholding.** If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member: (a) any amount which is (i) actually withheld from a Distribution that would otherwise have been made to such Member and (ii) paid over in

satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been Distributed to such Member; and (b) any amount which is so paid over by the Company, but which exceeds the amount, if any, actually withheld from a Distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance (subject to the other provisions of this Section 10.5) to such Member. Amounts treated as advanced to any Member pursuant to this Section 10.5 shall be repaid by such Member to the Company within 30 calendar days after the Manager gives written notice to such Member making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said 30 calendar day period, compounded monthly on unpaid balances, at a rate of eight percent (8.0%) per annum. The Company shall offset any unpaid advance amounts from any future Distributions that would otherwise be made to such Member.

## **ARTICLE XI.**

### **ALLOCATIONS AND TAXES**

**11.1 *Allocations of Profits.*** Except as provided in Sections 11.3 through 11.7 and Section 11.11, the Company's Profits for each Fiscal Year shall be allocated to the Members as follows:

(a) First, to the Members in proportion to, in the inverse order in which, and to the extent of, the Losses previously allocated to them pursuant to Section 11.2, until the cumulative amounts allocated to each Member pursuant to this Section 11.1(a) for such Fiscal Year and all prior Fiscal Years are equal to the cumulative Losses so allocated to such Member; and

(b) Second, the remaining Profits shall be allocated to the Members in the amounts and proportions in which Distributions were made (and as provided below in this Section 11.1, deemed made) to them pursuant to Section 10.1 and 13.3(c);

provided however, that in making any allocations pursuant to Sections 11.1(b) for any Fiscal Year in which the Profits to be so allocated exceed the cash Distributed pursuant to Sections 10.1 and 13.3(c), such allocations shall be made as if cash in an amount equal to such Profits was actually Distributed pursuant to such Sections, with the excess being deemed Distributed for purposes of this Section 11.1, and any amounts so allocated shall be taken into account in determining the amount of any subsequent allocations of Profits pursuant to Section 11.1(b).

**11.2 *Allocations of Losses.*** Except as provided in Sections 11.3 through 11.7 and Section 11.11, the Company's Losses for each Fiscal Year shall be allocated to the Members as follows:

(a) First, if at such time any Member has a positive balance in its Capital Account, to such Members in proportion to their respective Capital Account balances until the balances of their respective Member's Capital Accounts are reduced to zero; and

(b) Second, the remaining Losses shall be allocated to the Members on a Pro Rata Basis.

**11.3 Limitation on Loss Allocation.** Notwithstanding the provisions of Section 11.2, if the amount of Losses for any Fiscal Year that would otherwise be allocated to a Member under Section 11.2 would cause or increase an Adjusted Capital Account Deficit of such Member as of the last day of such Fiscal Year, then an amount of such Losses equal to such excess shall be allocated to the other Members to the extent allowable under this Section 11.3, and the remainder of such Losses, if any, shall be allocated to that Member.

**11.4 Member Nonrecourse Deductions.** Notwithstanding any provision of this Agreement to the contrary, any item of Company Loss, deduction or expenditure described in Code Section 705(a)(2)(B) for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Members under Section 1.704-2(i)(1) of the Tax Regulations shall be allocated to the Members for such Fiscal Year in the manner so required by such Tax Regulation.

**11.5 Minimum Gain and Member Nonrecourse Debt Minimum Gain Chargeback.** Notwithstanding any provision hereof to the contrary, any item of Company income or gain for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Members under Sections 1.704-2(f) or 1.704-2(i)(4) of the Tax Regulations shall be allocated to the Members for such Fiscal Year in the manner so required by such Tax Regulations. This Section 11.5 is intended to comply with the minimum gain chargeback requirements in Section 1.704-2(f) of the Tax Regulations and Section 1.704-2(i)(4) of the Tax Regulations, as applicable, and shall be interpreted consistently therewith.

**11.6 Qualified Income Offset.** In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible. This Section 11.6 is intended to constitute a “qualified income offset” within the meaning of Tax Regulations Section 1.704-1(b)(2)(ii)(d)(3) and shall be interpreted consistently therewith.

**11.7 Gross Income Allocation.** Notwithstanding any provision of this Agreement to the contrary, if a Member has an Adjusted Capital Account Deficit as of the last day of any Fiscal Year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income and gain) for such Fiscal Year shall be allocated to such Member in the amount and in the manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible.

**11.8 Section 704(c) Allocation.** In accordance with Code Section 704(c) and the Tax Regulations thereunder, income, gain, loss, and deduction (including depreciation) with respect to any Property contributed to the capital of the Company by a Member shall, solely for tax purposes, be allocated so as to take into account any variation between the adjusted basis of such Property to the Company for federal income tax purposes and its initial Book Value at the time it was contributed to the Company (computed in accordance with subparagraph (a) of the definition of Book Value). In the event the Book Value of any Company asset is adjusted, pursuant to subparagraph (d) of the definition of Book Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as required under Section 704(c) of the Code and the Tax Regulations thereunder. Allocations pursuant to

this Section are solely for purposes of Federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of allocations or distributions pursuant to any provision of this Agreement.

**11.9 Distributions Allocable to Nonrecourse Liabilities.** For purposes of Section 11.7 hereof, the determination of whether any Distribution by the Company pursuant to Article X hereof is allocable to the proceeds of a nonrecourse liability of the Company shall be made by the Manager under any reasonable method in accordance with Section 1.704-2(h)(2) of the Tax Regulations which, to the extent possible, will prevent any such Distribution from ultimately causing an allocation to one or more Members under Section 11.7 hereof that will result in a distortion of the manner in which the Members intend to divide Company Distributions under Articles X and XIII hereof.

**11.10 Excess Nonrecourse Liabilities.** Excess nonrecourse liabilities (as the same is defined in Tax Regulations Section 1.752-3(a)(3)) shall be allocated among the Members on a Pro Rata Basis.

**11.11 Curative Allocations.** The allocations set forth in Sections 11.4, 11.5, 11.6 and 11.7 hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Tax Regulations. The Members do hereby acknowledge and agree that the Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company Distributions. Accordingly, the Manager is hereby authorized and directed to divide other allocations of Profit and Loss (or portions thereof) among the Members in any reasonable manner so that, after such offsetting special allocations are made, the amount of each Member's Capital Account will be, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not a part of this Agreement and all Company items had been allocated to the Members solely pursuant to Sections 11.1, 11.2 and 11.3 hereof.

**11.12 Allocations Relating to Taxable Issuance of Membership Interests.** Any income, Profit, gain, Loss, or deduction realized as a direct or indirect result of the issuance of a Membership Interests of the Company by the Company to a Member (the "**Issuance Items**") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

**11.13 Elections.** The Manager may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

**11.14 Taxes of Taxing Jurisdictions.** To the extent that the laws of any taxing jurisdiction require, each Member requested to do so by the Manager will submit an executed agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction in question and that the Member accepts personal jurisdiction of the taxing jurisdiction in question with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income. If the Member fails to provide such agreement,

the Company may withhold and pay over to such taxing jurisdiction income taxes with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article X. The Members may, where permitted by the rules of any taxing jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the taxing jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid.

## **ARTICLE XII.**

### **BOOKS AND RECORDS**

**12.1 Books of Account and Records.** Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company.

**12.2 Records, Audits and Reports.** At the expense of the Company, the Manager shall maintain (or shall arrange for the maintenance of) records and accounts of all operations and expenditures of the Company, including, but not limited to, the following records:

- (a) A current list of the full name and last known address of each Member;
- (b) Copies of records to enable a Member to determine the relative voting rights, if any;
- (c) A copy of the Massachusetts Certificate and all amendments thereto;
- (d) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the six (6) most recent years;
- (e) Copies of this Agreement, together with any amendments and/restatements thereto; and
- (f) Copies of any financial statements of the Company for the six (6) most recent years.

**12.3 Tax Returns.** The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business.

**12.4 Accounting Period.** The Company's accounting period shall be the Fiscal Year.

## ARTICLE XIII.

### DISSOLUTION AND TERMINATION

**13.1 Dissolution.** The Company shall be dissolved only: (a) upon the consummation of a Capital Transaction; or (b) upon the vote or written consent of the Manager followed by the approval of the Members owning a Super-Majority Interest.

**13.2 Effect of Dissolution.** Upon dissolution, the Company shall cease to carry on its business, except as permitted by Section 45 of the Massachusetts Act. Upon dissolution, the Manager shall wind up the affairs of the Company, leaving adequate Reserves for any anticipated known or unknown claims against the Company.

**13.3 Winding Up, Liquidation and Distribution of Assets.** Upon the dissolution of the Company (including, in connection with the consummation of a Capital Transaction), its affairs shall be wound up and it shall be liquidated. The Company's Profit or Loss (including, without limitation, any gain or loss resulting from any sales or other dispositions of Company Property in connection with the liquidation of the Company) shall continue to be computed and shall be allocated to the Members in accordance with Article XI, and the Members' Capital Accounts shall be adjusted in accordance with Article VIII. The proceeds of such liquidation and the Company's other assets shall be Distributed as follows:

- (a) First, to pay and discharge in the order provided by applicable law all of the Company's ascertained debts and liabilities to creditors, including Members;
- (b) Second, to set aside Reserves in an amount reasonably required in the judgment of the Manager to provide for contingent or other liabilities of the Company;
- (c) Third, to the Members on a Pro Rata Basis.

In implementing this Section 13.3, each Member shall receive his or her share of such Distributions in cash or in kind, and the portion of such share that is received in cash may vary from Member to Member, all as the Manager may determine in its sole discretion. In addition, as soon as practicable, the remaining balance, if any, of the Reserves established in accordance with Section 13.3(b) shall be distributed to Members in the manner set forth in Section 13.3(c).

Notwithstanding the provisions of Article XI, the Profits and Losses (and items of gross income, gain, loss and deduction) of the Company for the Fiscal Year in which the liquidation of the Company occurs and, to the extent the Manager determines necessary, prior open years, shall be allocated or, in the case of prior open years, reallocated by filing amended tax returns, in a manner such that, to the extent possible, the Capital Account of each Member, immediately prior to the final liquidating Distribution, is equal to the amount which such Member is entitled to receive under Section 13.3(c).

**13.4 Distribution in Kind.** Notwithstanding Section 13.3, if any assets of the Company are to be Distributed in kind, such assets shall be Distributed on the basis of the fair market value thereof, as determined by the Manager in its sole discretion. Any Member entitled to any interest in such assets shall, to the extent such assets cannot be appropriately subdivided by the Company

at the time of such Distribution, receive such interest therein as a tenant-in-common with all other Members so entitled (except in the case of any interests held by Members as joint tenants or tenants by the entirety). All liquidating Distributions shall be made by the end of the taxable year of the Company in which there is a liquidation of the Company for purposes of Regulation Sections 1.704-1(b)(2)(ii)(b) and 1.704-1(b)(2)(ii)(g), or, if later, within 90 calendar days after the date of such liquidation.

**13.5 Distribution Constitutes Complete Return.** Distribution of cash or Property to the Members in accordance with the provisions of Sections 13.3 and 13.4 shall constitute a complete return to the Members of their respective interests in the Company.

**13.6 Conduct of Winding Up.** The winding up of the Company's affairs and the liquidation and distribution of its assets shall, subject to the provisions of the Massachusetts Act and this Agreement, be conducted exclusively by the Manager who is authorized to do any and all acts authorized by law for such purposes.

**13.7 Return of Contribution Nonrecourse to Other Members.** Except as provided by law or as expressly provided in this Agreement, upon dissolution each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company Property remaining after the payment or discharge of amounts set forth in Section 13.3 is insufficient to return the Capital Contribution of one or more Members, such Member or Members shall have no recourse against the Company any other Member, or any Person serving (or who has served) as Manager. In no event shall any Member with a negative Capital Account balance have any obligation to restore any amount to such Capital Account.

## **ARTICLE XIV.**

### **MISCELLANEOUS PROVISIONS**

#### **14.1 Governing Law; Venue; No Jury Trial.**

(a) This Agreement shall be governed by, interpreted and construed in accordance with laws of the Commonwealth of Massachusetts, including, but not limited to, the Massachusetts Act, without reference to principles of conflicts or choice of laws of any jurisdiction that would require the application of the laws of another jurisdiction.

(b) Each Party to this Agreement hereby: (i) agrees that any suit, action, proceeding, claim or cause of action arising out of or relating to this Agreement shall be instituted in a state or federal court located in the Commonwealth of Massachusetts (the "**Massachusetts Courts**"); (ii) irrevocably submits to the jurisdiction of any such Massachusetts Court in any such suit, action or proceeding; and (iii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the Massachusetts Courts, that its Property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(c) EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY SUIT, ACTION, PROCEEDING, CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND/OR THE MEMBERSHIP INTERESTS (OR ANY PORTION THEREOF). THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES AND/OR CLAIMS THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS EVIDENCED BY THIS AGREEMENT OR ANY AGREEMENT PURSUANT TO WHICH UNITS (OR ANY PORTION THEREOF) ARE PURCHASED FROM THE COMPANY, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION 14.1(c) HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, IF DESIRED, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

**14.2 Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. In addition, the Parties acknowledge and agree that: (a) each Party and its counsel, if desired, reviewed and negotiated the terms and provisions of the Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of the Agreement; and (c) the terms and provisions of the Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of the Agreement.

**14.3 Headings.** The headings, titles and captions in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof and in no way are to be construed to affect the meaning or construction of this Agreement or any provision hereof.

**14.4 Amendments; Waivers.** Any term or provision of this Agreement may be amended or terminated only with the written consent of the Company and Members owning a Super-Majority Interest at the date of such amendment or termination. Any amendment or termination effected in accordance with this Section 14.4 shall be binding upon the Company, all Persons serving as Manager and all Members. Any right or obligation under this Agreement may be waived only with the written consent of the Person prejudiced by such waiver. No delay or omission to exercise any right, power or remedy accruing to any Person under this Agreement, upon any breach or default of any other Person under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Person nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

**14.5 Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Person shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

**14.6 Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

**14.7 Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

**14.8 Notices.** All notices required or permitted hereunder shall be: (a) in writing; (b) addressed to the intended recipient at (i) in the case of a Member, the address listed for such Party on Exhibit A hereto or such other address as may be listed on the Company's books and records at the time of such notice or (ii) in the case of the Company or the Manager, at the Company's principal place of business with a copy to Seyfarth Shaw LLP, Two Seaport Lane, Boston, MA 02210-2028; Attn: Louis DiFronzo, Esquire; and (c) deemed duly made and delivered (i) if personally delivered, on the Business Day when personally delivered or (ii) one (1) Business Day following the Business Day when deposited with a nationally recognized overnight courier, overnight delivery service fees prepaid.

**14.9 Invalidity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein is construed to be in conflict with the provisions of the Massachusetts Act, the Massachusetts Act shall control and such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof, and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

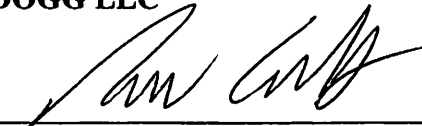
**14.10 Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all previous agreements, practices or courses of dealings between the Parties, whether written or oral, relating to the subject matter hereof. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

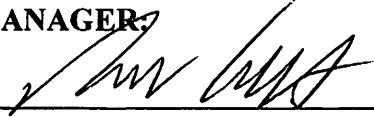
**COMPANY:**

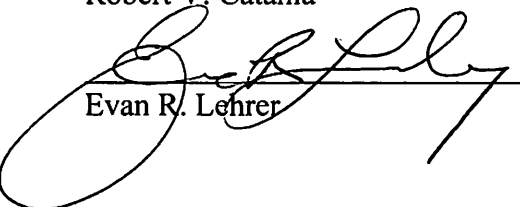
**CATDOGG LLC**

By:  12-16-22  
Robert V. Catania  
Manager

By:  12/16/2022  
Evan R. Lehrer  
Manager

**MANAGER:**

 12-16-22  
Robert V. Catania

 12/16/2022  
Evan R. Lehrer

**Exhibit A**

**Names, Addresses, Units and Capital Contributions of Members**

<b><u>Name and Address of Member:</u></b>	<b><u>Number of Units:</u></b>	<b><u>Capital Contribution:</u></b>	<b><u>Dates of Capital Contributions:</u></b>
Robert V. Catania 565 Whistleberry Drive Marston Mills, MA 02648	50	\$100.00	November 18, 2022
Evan R. Lehrer 7 Orchard Way Sandwich, MA 02563	50	\$100.00	November 18, 2022



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

William Francis Galvin  
Secretary of the  
Commonwealth

January 12, 2023

TO WHOM IT MAY CONCERN:

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

**CATDOGG LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 18, 2022.**

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 V. CATANIA, EVAN R. LEHRER**

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 V. CATANIA, EVAN R. LEHRER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT V. CATANIA, EVAN R. LEHRER**



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

2022

# SUBLIME CANNABIS

CAPE COD LOCALS SERVING CAPE COD LOCALS

SEEKING TO ELEVATE THE RETAIL CANNABIS  
EXPERIENCE FOR BOTH OLDER AND YOUNGER CONSUMERS BY  
CURATING AND HAND SELECTING ONLY THE HIGHEST QUALITY,  
LABORATORY TESTED, CANNABIS PRODUCTS AVAILABLE  
IN THE MARKETPLACE FOR SALE TO OUR CUSTOMERS AND  
FURTHER BY PROVIDING IN DEPTH AND INDIVIDUALIZED  
CUSTOMER SERVICE TO EVERY GUEST WHETHER THEY BE AN  
EXPERIENCED CANNABIS USER OR  
AN INEXPERIENCED CANNABIS USER.

ROBERT V. CATANIA AND EVAN R. LEHRER

# SUBLIME CANNABIS

Town of Mashpee  
Mr. David Weeden, Chair  
The Honorable Members of the Select Board  
16 Great Neck Road N  
Mashpee, MA 02649

Re: CatDogg LLC. d/b/a Sublime Cannabis Letter of Intent - Host Community Agreement for  
Marijuana Retail and Product Manufacturing Establishment

November 28, 2022

Dear Chair Weeden and the Honorable Members of the Mashpee Select Board,

As local community members who have paid attention to the local and statewide regulatory landscape of the Adult Use Recreational Cannabis Industry and as professionals who have developed expertise in that industry, CatDogg LLC is an entity the Select Board and Town of Mashpee at-large can have confidence in. We are writing to notify the Town of Mashpee Select Board of our intent to seek local licensure from the Select Board for the purposes of obtaining provisional-licensure from the Massachusetts Cannabis Control Commission to sell adult-use recreational cannabis at retail as well as for marijuana product manufacturing. We humbly request the Select Board consider entering into a Host Community Agreement (HCA) with CatDogg LLC consistent with the "Local Control" provisions of M.G. L. c. 94G, § 3 and particularly Chapter 180 of the Acts of 2022 if the Select Board opts not to waive the HCA as allowed. As such, we request an appearance before the Mashpee Select Board on an upcoming agenda to further demonstrate our commitment to the Town of Mashpee as meaningful and productive partners and as capable and honest business people.

We have sought and obtained site control of real property located at 800 Falmouth Road, Unit 102A, by the property owner, Kevin P. Andrade, Trustee of the Summerfield Park Realty Trust. As such, we are in a position to seek approval of a Host Community Agreement from the Select Board as well as a special permit from the Zoning Board of Appeals pursuant to Mashpee Zoning Bylaw Section 174-24 K: Marijuana Establishments. As you know, the Town of Mashpee limits the number of Marijuana Retailers within town-limits to "the number fewer than 20% of the licenses issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises under M.G.L. c. 138 Sec. 15." There are 10 off-premise retail liquor licenses (package licenses) available for issuance in the Town as such, there is 1 additional retail cannabis license available to be issued.

As supplemental submissions for your consideration we are providing the following documents for your review:

1. Business Plan Overview and Process Summary
2. Executive Profiles / Resumes
3. Site Control Authorization

Thank you for your thoughtful consideration,

Rob Catania, Chief Executive Officer

Evan R. Lehrer, President

# BUSINESS PLAN OVERVIEW

SUBLIME CANNABIS SEEKS TO SECURE AN APPROXIMATELY 2,500 SQ. FT. RETAIL SPACE AND AN ADDITIONAL 1,500 SQ. FT. MANUFACTURING SPACE FOR FUTURE PHASES. THE COMPANY WILL CONTRACT WITH A HIGHLY QUALIFIED AND BRAND COMPATIBLE ARCHITECT/DESIGNER TO CREATE A ONE-OF-A-KIND CANNABIS RETAIL EXPERIENCE THAT FOCUS ON HIGH QUALITY MATERIALS, LIGHTING, DISPLAYS, AND LAYOUT THAT COMPLEMENTS THE QUALITY OF PRODUCTS WE ARE SEEKING TO BRING TO RETAIL IN MASHPEE.

ADDITIONALLY THE COMPANY WILL BE WORKING WITH OUR CONSULTING FIRM WHO SPECIALIZES IN THE CANNABIS SPACE BOTH IN TERMS OF PERMITTING AND OPERATIONS. WE HAVE AN ONGOING RELATIONSHIP WITH THESE CONSULTANTS.



## MARKET TRENDS

SUBLIME HERBALS SEEKS TO ESTABLISH ITSELF AFTER BENEFITTING FROM THE EXPERIENCES OF OTHER RETAIL CANNABIS ESTABLISHMENTS OPENING UP ACROSS CAPE COD. THESE RETAILERS HAVE DEMONSTRATED STEADY GROWTH WITH MASHPEE'S ONLY LOCAL STORE DOING \$9M IN SALES IN THE MOST RECENT FISCAL YEAR (FY2022).

NATIONWIDE STATISTICS TOUTED IN TRADE MAGAZINES AND OUR CONVERSATIONS WITH INDUSTRY PROFESSIONALS HAVE SOLIDIFIED A FEW OBVIOUS TRENDS THAT SUBLIME HERBALS WILL SEEK TO RELY ON WHEN CURATING ITS MIX OF PRODUCTS FOR SALE. WHILE DRIED CANNABIS FLOWER HOLDS THE LARGEST SHARE OF THE MARKET REPRESENTING NEARLY 50% OF ALL DISPENSARY SALES, THEIR SALES NUMBERS ARE SLOWLY DECLINING AS CONSUMERS BECOME MORE EDUCATED REGARDING THE ALTERNATIVE PRODUCTS AVAILABLE ON THE MARKET. CANNABIS CONCENTRATES ARE GROWING IN POPULARITY ACROSS DEMOGRAPHIC GROUPS AS WELL AS "E-PENS" AND DISTILLATE VAPORIZER CARTRIDGES. IN ADDITION TO DRIED FLOWER, CONCENTRATES, AND VAPORIZER CARTRIDGES WE WISH TO CURATE A ROTATING MENU OF CANNABIS EDIBLE PRODUCTS.

# PRODUCTS IN THE MARKET



## DRIED FLOWER

- STILL THE LEADER IN SALES AND IS MOST IN-DEMAND PRODUCT
- GENERALLY SOLD IN 1/8 OUNCE OR 1/4 OUNCE SIZES
- CAN BE PROCESSED INTO PRE-ROLLED JOINTS AS A 'HIGHER END' LOW VOLUME ITEM.



## TINCTURES AND TOPICALS

- MANY ACCESS CANNABIS' MEDICAL BENEFITS THROUGH TINCTURES AND TOPICALS: LOTIONS, SALVES, AND OILS
- TINCTURES ARE LIQUIDS TAKEN ORALLY.
- CAN REDUCE INFLAMMATION, PAIN AND ITCHING, ASSIST WITH WOUND CARE, REDUCE ANXIETY, ETC.



## PURE CONCENTRATES

- ACCOUNTS FOR APPROXIMATELY 20% OF THE RETAIL CANNABIS MARKETPLACE
- GROWING MARKETSHARE
- CURRENTLY LICENSED MANUFACTURERS CAN SELL ALREADY PROCESSED CONCENTRATES AT WHOLESALE TO OTHER MANUFACTURERS



## E-PENS AND VAPE CARTRIDGES

- ALSO EXPERIENCING GROWTH IN USER BASE AS CONSUMER KNOWLEDGE INCREASES
- PROVIDES OPPORTUNITY TO SELL THE INDUSTRY'S BEST BATTERIES AND ACCESSORIES TO ACCOMMODATE THE MARKET



## CANNABIS INFUSED EDIBLES

- ACCOUNTS FOR ANOTHER 20% OF THE PRODUCT MARKET
- VARIETY AND DIVERSITY OF EDIBLES IS EVER-EXPANDING

# TIMELINE AND PROCESS

1. SUBMIT FOR APPROVAL OF HOST COMMUNITY AGREEMENT
2. PETITION ZONING BOARD OF APPEALS FOR SPECIAL PERMIT
3. APPLY FOR PROVISIONAL LICENSE WITH THE CANNABIS CONTROL COMMISSION CONGRUENTLY WITH ZBA SUBMISSION
4. IMPROVE STOREFRONT IN ACCORDANCE WITH DESIGN PLANS AND CANNABIS CONTROL COMMISSION REGULATIONS
5. HIRE PERSONNEL
6. PURCHASE INVENTORY
7. FINAL WALKTHROUGHS AND APPROVALS
8. OPEN FOR BUSINESS

# BENEFITS TO MASHPEE

## COMPETITION ANNUAL SALES FIGURES

- TRIPLE M MASHPEE FY22 \$9, 250, 633
- PIPING PLOVER WELLFLEET FY22 \$6, 804, 156

## SUBLIME CANNABIS SALES PROJECTIONS

YEAR 1 GROSS SALES - \$5,662,800

YEAR 2 GROSS SALES - \$6,085,560

YEAR 3 GROSS SALES - \$6,085,560\*

\*PROJECTING SALES INTO YEAR 3 BECOMES DIFFICULT AS SHIFTS IN WHOLESALE MARKET PRICES FOR CANNABIS PRODUCTS ARE DIFFICULT TO ANTICIPATE MORE THAN A FEW YEARS OUT. SHOWING YEAR THREE SALES CONSISTENT WITH YEAR 2 WITH THE CAVEAT THAT AS OPERATING COSTS INCREASE OR DECREASE THIS FIGURE MAY SHIFT ALSO

AVERAGE GROSS SALES OVER THE FIRST THREE YEARS = \$5,874,180

PROJECTED POTENTIAL 3% COMMUNITY IMPACT FEE  
\$176,225.40

PROJECTED 3% LOCAL SALES TAX PAYOUTS  
\$176,225.40

# \$352,450.80

PROJECTED ANNUAL TOTAL

# THE FACILITY - 800 FALMOUTH RD

PROPERTY ADDRESS : 800 FALMOUTH ROAD, UNIT 102A (ASSESSORS MAP 88 PARCEL 2)

ZONING DISTRICT : INDUSTRIAL (I-1)

PARKING AVAILABLE : 126 PARKING SPACES THROUGHOUT ENTIRE COMPLEX  
24 SPACES PROVIDED IMMEDIATELY IN FRONT OF UNIT 103A

PARKING NEEDS: MASHPEE ZONING BYLAW SECTION 174-39: REQUIRED NUMBER OF SPACES  
MANDATES 1 SPACE PER 150 SQ. FT OF GROSS FLOOR AREA

RETAIL PORTION OF THIS FACILITY TOTALS 2,500 SQ. FEET  
 $2,500 / 150 = 16.66$   
MANUFACTURING PORTION OF THIS FACILITY TOTALS 1,500 SQ. FEET  
MANDATES 1.5 SPACES PER 1,000 S.F. OF GROSS FLOOR AREA OR 2 SPACES

REQUIRED PARKING = 19 SPACES (24 PROVIDED)

USES: RECREATIONAL MARIJUANA RETAIL SALES ALLOWED BY SPECIAL  
PERMIT PURSUANT TO 174-24(K) AND 174-25 (E)(16) OF ZONING BY  
LAW (PHASE 1)

RECREATIONAL MARIJUANA PRODUCT MANUFACTURING ALLOWED BY  
SPECIAL PERMIT PURSUANT TO 174-24(K) AND 174-25 (E)(16) OF ZONING BY  
LAW (PHASE II)

## DESIGN AESTHETIC AND BRANDING:

SUBLIME CANNABIS INTENDS ON ESTABLISHING A WELCOMING ENVIRONMENT. OUR STOREFRONT WILL BE CLEAN AND MODERN WITH A FOCUS ON NATURAL ELEMENTS AND A DIVERSITY OF MATERIAL CHOICES THAT FEELS HARMONIOUS WITH MASHPEE'S IDENTITY AND CONSISTENT WITH THE BRAND WE ARE SEEKING TO ESTABLISH.

WITH FRONTAGE ON ROUTE 28 IT IS OUR INTENTION TO CREATE A SIGNAGE PROGRAM THAT IS DISTINCT, UNIQUE AND IDENTIFIABLE, BUT IN NO WAY REPRESENTS THE TYPICAL CLICHES ASSOCIATED WITH CANNABIS E.G. POTLEAFS AND OTHER PARA-FERIALIA AND SYMBOLOGY ON DISPLAY

WE WILL BE WORKING WITH LOCAL ARCHITECTS AND OTHER CONSULTANTS TO ACHIEVE THIS .

# SUBLIME'S GUIDING PRINCIPLES

1. BE COMMUNITY LEADERS BY ACTIVELY PARTICIPATING IN CIVIC LIFE
2. BE EDUCATORS IN THE CANNABIS SPACE BY FOCUSING ON CONSUMER EDUCATION
3. EXUDE HONESTY AND INTEGRITY IN ALL THAT WE DO
4. CURATE ONLY THE HIGHEST QUALITY PRODUCTS FOR SALE TO OUR CUSTOMERS
5. TRAIN, HIRE, AND PROMOTE FROM WITHIN AND LOCALLY
6. FOLLOW CANNABIS CONTROL COMMISSION REGULATIONS STRICTLY AND STAY INFORMED OF REGULATORY CHANGES AS THEY ARE ADOPTED.
7. PRIORITIZE SAFETY AND SECURITY OF EMPLOYEES AND CUSTOMERS AT ALL TIMES BY INVESTING IN STATE OF THE ART SECURITY AND SURVEILLANCE TECHNOLOGY.

# Robert V. Catania

Entrepreneur, Chef, Customer Service Specialist, Business Owner



Phone



Email  
rcatania@wickedrestaurants.com



Website  
www.wickedrestaurant.com

## PROFILE



Competent and professional business owner with decades of experience in the hospitality industry. Professionally trained chef with a passion for curating the highest quality products and ingredients to enhance the customer experience. Seeking to translate the broad skillset developed and earned over years as a restaurant owner into the emerging cannabis industry. Expert in purchasing, inventory management, scheduling, staff training, and menu/concept creation.

## PROFESSIONAL EXPERIENCE

### FOUNDER AND PRESIDENT

Wicked Restaurant and Wine Bar, 2008-Present

- Created and built the Wicked Restaurant brand
- Oversees all restaurant operations including menu development
- Manages a year-round staff averaging a total of around 43 employees.
- Employed hundreds of local workers since opening in 2008

### PARTNER

CATANIA HOSPITALITY GROUP, 1979-2006

- Began service as a cook in the Hearth N'Kettle System at Hearth N'Kettle Restaurants and the Dan'l Webster Inn
- Founded DW Aquafarm in 1990 and served as its General Manager until 1995
- Served as the Executive Chef and Assistant General Manager of the Dan'l Webster Inn overseeing all departments and providing assistance to the General Manager from 1985 to 1999.
- Promoted to Vice-president and General Manager of the Dan'l Webster Inn in 2000 and held that position until 2006 when opened Wicked in Mashpee.
- Served as Food and Beverage Director for the Cape Codder Resort and Spa from 2000 to 2006.

## BUSINESS OWNERSHIP PROFILE

- Catania Wine Enhancer, President and Founder, 2006-2009
- Wicked Restaurant and Wine Bar Mashpee, President and Founder, 2008-Present
- Wicked Restaurant and Wine Bar Dedham, President and Founder, 2010-2017 (Sold 2017)

## EDUCATION

CULINARY INSTITUTE OF AMERICA, ASSOCIATES DEGREE, 1985

# Evan R. Lehrer

Aspiring Entrepreneur, Urban Planner, Public Policy Professional



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## PROFILE

Pragmatic and efficient leader prepared for the leap into municipal management/administration. Interested in entrepreneurship and establishing local small businesses. Uniquely adept at team-building with a unique and inspiring style. Effective communicator with years of experience navigating affordable housing, climate resilience, zoning overhaul, municipal procurement, and new and emerging uses such as solar energy systems and recreational cannabis. Interested in developing and launching businesses that add value to communities.

## PROFESSIONAL EXPERIENCE

### TOWN PLANNER

#### TOWN OF MASHPEE, FEBRUARY 2018 - PRESENT

- Advises Planning Board, Zoning Board, Select Board on land use related matters: primarily support to the Planning Board regarding subdivision proposals and development projects requiring special permit.
- Staff lead on all affordable housing projects in coordination with the Affordable Housing Committee and Affordable Housing Trust
- Responsible for updating the Town's Local Comprehensive Plan, first update since 1998 expected 2023.
- Prepares annual budget request to the Town Manager annually as well as any Capital Improvement Program requests as needed. Implements said budget.
- Project Manager for the Municipal Vulnerability Preparedness Program (MVP). Successfully got Mashpee certified with multiple successful action grant projects underway in support of community resilience goals.
- Conducts significant community engagement efforts to keep the community involved and educated on all matters of public interest particularly pertaining to land use regulations and long term planning efforts.

### ECONOMIC DEVELOPMENT & LONG TERM PLANNER

#### TOWN OF BROOKLINE, SEPTEMBER 2016 - SEPTEMBER 2017

- Staff support to Economic Development Advisory Board drafting agendas, minutes, and support memoranda
- Manager of all applications for signage and facade changes in commercial districts. Guided applicants through regulatory process.
- Department lead on the regulatory planning for recreational marijuana facilities
- Managed external consultants on planning studies and initiatives, primarily a visioning study that sought to identify priority sites for development and redevelopment.
- Tracked, managed, and responded to shifts in public policy that impacted the small business community and economic outlook of the community.

# Evan R. Lehrer

Urban Planner, Public Policy Professional, Municipal Leader

## EXPERIENCE CONTINUED

### PRINCIPAL PLANNER

CITY OF CENTRAL FALLS, AUGUST 2016 - SEPTEMBER 2017

- Administrator of the Community Development Block Grant (CDBG) Program. Responsible for the largest allocation of funds in the City's program history. Wrote successful grants to federal, state, and local programs.
- Developed an urban agriculture initiative by cultivating relationships with community organizations and local residents. Responsible for the construction of a new community garden developed in partnership with local nonprofit organization Southside Community Land Trust. This relationship has been continued to this day and the program expanded.
- Data collection and analysis of social and economic trends in the City and the region to inform updates to the City's Local Comprehensive Plan (LCP)

## OTHER RELEVANT EXPERIENCE

- Pawtucket Foundation - Interim Project Specialist, August 2015 - November 2015
- Cape Cod Foundation - Youth Initiative Coordinator, June 2015 - November 2015
- Municipality of Quito, Ecuador (consultant) - Masters Capstone, September 2014 - May 2015

## SKILLS

### ADMINISTRATION

- Procurement
- Budgeting
- Personnel Management
- Communications
- Project Management

### LAND USE

- Master Planning
- Zoning / Form Based Code
- Site Plan Review
- Affordable Housing Develop.
- Climate Resilience Planning
- Open Space Preservation
- Historic Preservation

### QUALITIES

- Honest
- Accessible
- Dynamic
- Polished public speaker
- Big-picture thinker
- Innovative
- Responsive Listener

## AWARDS AND ACCOLADES

- Mashpee Historical Commission Historical Preservation Award - 2021
- Cape & Plymouth Business Magazine 40 Under 40 Honoree - 2019

## EDUCATION

BROWN UNIVERSITY, MASTER OF PUBLIC AFFAIRS

PROVIDENCE, RHODE ISLAND / 2014 - 2015

ITHACA COLLEGE, POLITICAL SCIENCE AND FRENCH B.A. (DUAL)

ITHACA, NEW YORK / 2008-2012

TABOR ACADEMY, HIGH SCHOOL DIPLOMA

MARION, MA / 2004-2008

# CATDOGG LLC dba Sublime Cannabis

## Plan for Obtaining Liability Insurance

### Overview

We are in discussions with insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

1. Once the company receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
  - a. The company 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.
  - b. The deductible for each policy will be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.
2. The company will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

**1. Environmental Policies and Procedures -**

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
  - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
  - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
  - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
  - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
  - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
- c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
- d. We will adhere to the following minimum energy efficiency and equipment standards;
  - i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

- ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

# 1. Detailed Description of Qualification and Intended Trainings for Agents

## 1.1. Store Job Classifications and Requirements:

- 1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.
  - 1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.
  - 1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.
  - 1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.
- 1.1.2. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.1.3. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offer advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 1.1.4. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

## 1.2. Employee Training and Selection

- 1.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:
  - 1.2.1.1. Cannabis Science

- 1.2.1.2. Horticultural & Organic Cultivation
- 1.2.1.3. Methods of Extraction
- 1.2.1.4. Methods of Ingestion
- 1.2.1.5. Cooking with Cannabis
- 1.2.1.6. Medical marijuana use
- 1.2.1.7. Harm Reduction Methods
- 1.2.1.8. Sensible Cannabis Use
- 1.2.1.9. Customer Relations
- 1.2.1.10. Massachusetts Cannabis Law

- 1.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:
  - 1.3.1. Retails Sales
  - 1.3.2. Packaging labeling and inventory
  - 1.3.3. Sanitation and maintenance of the facility
  - 1.3.4. Security of the facility and deliveries
  - 1.3.5. Standard business and management roles such as, account management, administration, etc.

### IMPORTANT NOTE

The retail sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom.**

As a licensed retail establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

**NO** customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

**There are NO EXCEPTIONS, and NO EXCUSES to this rule.**

#### 1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
- 1.8. All access to cannabis products will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

## **1.1. Record keeping procedures**

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1) The Operations Manager has copies of the company operating procedures.

1.1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

1.1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.1.6. Inventory records as required by 935 CMR 500.105(8);

### **1.1.2. Inventory records include:**

Shipping and delivery manifests

Delivery and shipping video recordings

Daily production stock withdrawal and return reports

Weekly inventory reports

Product return reports

1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.

- 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products .
- 1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

**1.1.3. Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.3.3.3. 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;
  - 1.1.3.3.4. documentation of periodic performance evaluations;
  - 1.1.3.3.5. a record of any disciplinary action taken.
  - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.3.3.7. records of any health and safety related incidents

#### **1.1.4. Personnel policies and procedures**

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

#### **1.1.5. Security Device Log**

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
  - 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
  - 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
  - 1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
  - 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.
- 1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

# **CATDOGG LLC dba Sublime Cannabis**

## **Diversity Plan**

### **Introduction**

Our purpose is to support minorities, veterans, women, disabled individuals, and LGBTQ+ residents of the Commonwealth in order to stop the continuation of an inequitable status quo in the workplace. To do so, we intend to teach the importance of ownership, build community between diverse groups and neighboring organizations, and provide job opportunities to diverse groups, with a variety of responsibilities, that will build an efficient and robust operation all Massachusetts residents can be proud of.

To the extent permissible by law, it is the policy of this company to prioritize hiring and community engagement and support among the following demographic groups:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. People who identify as LGBTQ+

*The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.*

*Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.*

*This plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.*

### **Goals**

1. Employing 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities.
2. We have a goal of 100% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction regarding inclusivity, and 100% of staff having access to diversity literature in the workplace.
3. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are of the above-listed groups.

4. Have 100% of employees acknowledge our diversity goals and actively participate in attempting to accomplish them.
5. Engage with at least one diversely owned supplier from the SDO supplier list.

### **Programs**

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually on Indeed.com, LinkedIn, or in the Boston Globe, with the objective of reaching, women, veterans, minorities, LGBTQ+ members, and those with disabilities. Ads will target specific neighborhoods with corresponding demographics.
2. Distribute internal workplace information notices, annually (and verbally at team meetings at least quarterly), aimed at encouraging current employees to recommend women, veterans, minorities, LGBTQ+ members, and those with disabilities for employment.
3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors, or contractors to engage with.
5. Access the SDO supplier list to engage with women, veteran, minority, LGBTQ+ member, and disabled-owned suppliers.

### **Measurement:**

We intend to focus our efforts on the following metrics:

1. Have 8 employment positions been created since initial licensure?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching women, veterans, minorities, LGBTQ+ members, and those with disabilities?
3. Have we hired 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities, or do at least 60% of our total hires include a mix of these above demographics?
4. Have any employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management diversity with 50% of promotions being diverse employees?
5. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?

6. Have we compiled anonymous data in spreadsheets from our surveys to better understand and track diversity at our company which can be shared with public officials or nonprofit organizations seeking to promote diversity in their mission?
7. Have we partnered with at least 2 women, veteran, minority, LGBTQ+ member, and disabled-owned businesses or wholesalers?
8. Do we have evidence of the literature or postings on diversity and our anonymous comment box that we have made available to employees to facilitate diverse or underrepresented voices in our staff?
9. Are staff aware, through staff meeting agendas, emails, paper bulletins, or other methods that diversity is a compliance issue and important to the company and community?

## 1.1. Quality Control and Testing

### 1.1.1. Incoming marijuana inventory

- 1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - Well cured and generally free of seeds and stems;
  - Free of dirt, . Sand, debris, and other foreign matter;
  - Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - Prepared and handled on food-grade stainless steel tables; and
  - Packaged in a secure area.
- 1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
  - All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
  - Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
  - Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
  - Each of the three parties should submit a report on the incident to the Commission.
  - The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
  - Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
    - 1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

- 1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

#### **1.1.2. Outgoing marijuana inventory**

- 1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and the Company. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana and Inventory Control and Reconciliation** protocols above.
- 1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
  - Stock is efficiently rotated to ensure that older product is sold before newer product.
  - All stock is appropriately stored to prevent spoiling and damage to the product.

#### **1.1.3. Hygiene**

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and

- Washing hands appropriately.
- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

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# 1. Introduction

## 1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of the "Company" and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## 1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by the Company. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

## 1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

#### **1.4. Marijuana Establishment Agent - Background Checks**

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
  - 1.4.3.1. be 21 years of age or older;
  - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
  - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

## 2. Roles, Qualifications, and, Training

### 2.1. Facility Job Classifications and Requirements:

- 2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

Edibles  
Extracts  
Pre-rolls  
Tinctures  
Beverages  
Vape pens

Production associates will be required to possess or undergo training in the following manufacturing skills:

Extraction  
Weighing  
Measuring  
Filling cones  
Freezing  
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis,

the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

## **2.2. Employee Training and Selection**

2.2.1. Our production facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Horticultural & Organic Cultivation
- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Production and manufacturing
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

## **3. Employment Policies**

### **3.1. Employee Classifications**

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. **Equal Employment Opportunity & American with Disabilities Act.**
  - 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and

termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

### **3.3. Diversity Plan**

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

### **3.4. Confidentiality.**

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

### **3.5. Employment of Relatives**

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

### **3.6. Introductory Period**

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

### **3.7. Personnel Records and Employee References**

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

### **3.8. Privacy**

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

### **3.9. Immigration Law Compliance**

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

### **3.10. Religious Accommodation**

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

### **3.11. Political Neutrality**

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **4. Hours of Work and Payroll Practices**

### **4.1. Pay Periods and Paydays**

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

### **4.2. Overtime**

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

### **4.3. Rest and Meal Periods**

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

### **4.4. Time Cards**

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

### **4.5. Payroll Deductions**

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each

calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

#### **4.6. Wage Garnishment**

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **5. Standards of Conduct and Employee Performance**

### **5.1. Anti-Harassment and Discrimination**

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

### **5.2. Prohibited Conduct**

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
  - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

### **5.3. Complaint Procedure**

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

### **5.4. Attendance**

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

### **5.5. Discipline and Standards of Conduct**

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
  - 5.5.2.1. Dishonesty;
  - 5.5.2.2. Any agent found to have 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 may be subject to immediate dismissal.
  - 5.5.2.3. Falsification of Company records;

- 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

## 5.6. **Dress Code**

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

## 5.7. **Safety**

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

## 5.8. **Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

amounts. It also includes any substance a person holds out to another as an illegal drug.

5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

## **5.9. Workplace Searches**

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

## **5.10. Social Media Policy**

5.10.1. The Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and

to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

#### **5.11. Cell Phone Policy**

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## **6. Employee Benefits and Services**

### **6.1. General**

- 6.1.1. Aside from those benefits required by state and federal regulations, the Company also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

### **6.2. COBRA**

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

### **6.3. Worker's Compensation**

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

### **6.4. Social Security Benefits (FICA)**

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **6.5. Unemployment Insurance**

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## **7. Employee Leaves of Absence and Time Off**

### **7.1. General**

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **7.2. Sick Days**

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

## **7.3. Pregnancy-Disability Leave**

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

#### **7.4. Workers' Compensation Leave**

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

#### **7.5. Voting Time**

- 7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

# Maintaining Financial Records

The Company shall comply with all regulations for Record Keeping as outlined in 935 CMR 500.105, and all records of the Establishment shall be maintained and made available for inspection upon request by the Commission, other lawful regulatory agency, or authorized third-party auditors.

The Company shall maintain books, financial records, and other compilations of data pertaining to all financial transactions of the establishment in accordance with standard accounting practices and all applicable State regulations. Written records shall be kept on file and backed up electronically on-site and to cloud storage in accordance with the Company Record Keeping Procedures.

The following business records shall be maintained:

- Assets and liabilities
- Monetary transactions
- Books of accounts
- Sales records, and
- Salary and wages paid to each employee.

All required records shall be kept for a period of at least seven (7) years and made available upon request by the CCC, DOR, other lawful regulatory agency, or any authorized independent financial auditor. Following closure of the Establishment, all records shall be kept for at least two years at the expense of the Company and in a form and location acceptable to the Commission.

**RECORDING SALES:** The Company will utilize a computerized Point Of Sale system approved by the Commission and DOR, and which is compatible with the Establishment's third-party inventory tracking software that allows for real-time interface with the State METRC monitoring system for all seed-to-sale tracking. The Company will make available all equipment and software for inspection by the Commission and/or DOR for the purposes of ensuring compliance with all MA laws and regulations.

The Company shall not utilize any software or other methods for the purpose of manipulating or altering sales data, and shall conduct monthly analysis of all equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been utilized to alter sales data. Records of all monthly analysis shall be maintained in accordance with Company Record Keeping Protocol and made available to the Commission upon request.

In the event that software has been installed, or any other methodology has been implemented, for the purposes of manipulating or altering sales data, the Commission shall be immediately notified and the Company will cooperate with the Commission and any other

agency in any subsequent investigation(s) and/or take any other such action as directed by the Commission to comply with 935 CMR 500.105.

All records related to the Retail Sales of the establishment shall be kept in accordance with the Company Record Keeping Protocol and in full compliance with 830 CMR 62C.25.1 Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. All records shall be made available to the Commission and/or DOR upon request.

Handling of Confidential Information: The Company will implement protocol to protect confidential information for all company personnel and customers that complies with all State laws and regulations. These protocols include but may not be limited to:

1. Control Access: Digital information containing sensitive data will be protected by secure password, firewall, and encryption.
2. Lockable Document Storage: All paper files and documents containing sensitive information shall be securely stored in lockable storage cabinets within the Company corporate headquarters.
3. Document Shredding: Any documents containing sensitive information that are no longer needed on-file within the establishment shall be shredded and disposed of.
4. Employee Training: All Company employees shall receive sufficient training on maintaining data confidentiality regarding both fellow employees and customers