



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP282026  
Original Issued Date: 08/09/2021  
Issued Date: 08/09/2021  
Expiration Date: 08/09/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Main Street Medicinals LLC

Phone Number: 617-894-1857 Email Address: noah@mainstreetcanna.com

Business Address 1: 82 Wendell Avenue Business Address 2:  
Business City: Pittsfield Business State: MA Business Zip Code: 01201  
Mailing Address 1: 82 Wendell Avenue Mailing Address 2:  
Mailing City: Pittsfield Mailing State: MA Mailing Zip Code: 01201

### 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: 70.3 Percentage Of Control: 100  
Role: Other (specify) Other Role: Owner and Sole Manager  
First Name: Noah Last Name: Eisendrath Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Noah

Last Name: Eisendrath

Suffix:

Marijuana Establishment Name: Main Street Medicinals LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Tisbury

Marijuana Establishment State: MA

##### Individual 2

First Name: Noah

Last Name: Eisendrath

Suffix:

Marijuana Establishment Name: Main Street Medicinals LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Tisbury

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 65 Mechanic Street

Establishment Address 2:

Establishment City: Tisbury

Establishment Zip Code: 02568

Approximate square footage of the Establishment: 8000

How many abutters does this property have?:

5

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	MCM HCA Attestation.pdf	pdf	60234ba34dba6f360b67f201	02/09/2021
Community Outreach Meeting Documentation	Main St Medicinals- Community Outreach Attestation Form and Attachments-2020 virtual (Low Resolution).pdf	pdf	602b08006d809f35defbc7a2	02/15/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	602b0806d44ed235c8c47e77	02/15/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	602b081e1c95e43696ccefcf	02/15/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify)

Other Role: Owner and Sole Manager

First Name: Noah

Last Name: Eisendrath 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
Bylaws	MSM Operating Agreement.pdf	pdf	60234bf24cfbf7366ef3e0f4	02/09/2021
Articles of Organization	MSM Certificate of Organization.pdf	pdf	60234bff6902113684c6ea1a	02/09/2021
Secretary of Commonwealth - Certificate of Good Standing	Main Street Medicinals - Certificate of Good Standing - 2021-02-10.PDF	pdf	60268e1feabbc336a11f7598	02/12/2021
Department of Revenue - Certificate of Good standing	MSM DOR COGS.pdf	pdf	602b083e4dba6f360b6803b3	02/15/2021
Secretary of Commonwealth - Certificate of Good Standing	MSM DUA COGS.pdf	pdf	602b083e10e86b36bb89742e	02/15/2021

No documents uploaded

Massachusetts Business Identification Number: 001380240

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	602b08506902113684c6fae1	02/15/2021
Proposed Timeline	Timeline..pdf	pdf	602b0851d44ed235c8c47e7d	02/15/2021
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	602b085272b5633675944a18	02/15/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	Sample of Unique Identifying Mark Used for Branding.pdf	pdf	602b089d6902113684c6fae5	02/15/2021
Separating recreational from medical operations, if applicable	Separating Recreational from Medical.pdf	pdf	602b08a172b5633675944a1c	02/15/2021
Restricting Access to age 21 and older	Policy to Restrict Access to 21+.pdf	pdf	602b08c41681d1368fdb5933	02/15/2021
Security plan	Security Policy.pdf	pdf	602b08c684d16335f022555b	02/15/2021
Prevention of diversion	Diversion Prevention.pdf	pdf	602b08c7238c3036b0f869c0	02/15/2021
Storage of marijuana	Storage Policy.pdf	pdf	602b08c965c0d035fcc4e1e0	02/15/2021
Transportation of marijuana	Transportation Policy.pdf	pdf	602b08ca4dba6f360b6803b9	02/15/2021
Inventory procedures	Inventory Policy.pdf	pdf	602b08e04cfbf7366ef3f1f9	02/15/2021
Quality control and testing	Quality Control and Testing.pdf	pdf	602b08e1604cbb36167102ef	02/15/2021
Dispensing procedures	Retail Dispensing Policy.pdf	pdf	602b08e21c95e43696ccefcd5	02/15/2021
Personnel policies including background checks	Personnel Policy.pdf	pdf	602b08e56902113684c6fae9	02/15/2021
Record Keeping procedures	Record Keeping Policy.pdf	pdf	602b08e7d44ed235c8c47e81	02/15/2021
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	602b0928238c3036b0f869c4	02/15/2021
Diversity plan	Diversity Plan.pdf	pdf	602b092965c0d035fcc4e1e4	02/15/2021
Qualifications and training	Employee Qualifications and Training Policy.pdf	pdf	602b092aeabbc336a11f7ee8	02/15/2021
Energy Compliance Plan	Energy Compliance.pdf	pdf	602b092a4dba6f360b6803bd	02/15/2021
Safety Plan for Manufacturing	Safety Plan.pdf	pdf	602b09444cfbf7366ef3f1fd	02/15/2021
Plan to Obtain Marijuana	Plan to Obtain Marijuana Products.pdf	pdf	602b0946604cbb36167102f3	02/15/2021
Method used to produce products	Method Used to Produce Products (2).pdf	pdf	605ce2f1021c1507b3982a1b	03/25/2021
Types of products Manufactured.	Types of Products Produced (2).pdf	pdf	605ce2f25100e00770db047c	03/25/2021

## ATTESTATIONS

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

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

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

Notification:

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



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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

#### HOURS OF OPERATION

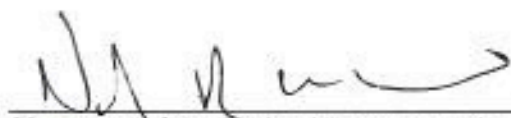
Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours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

## Host Community Agreement Certification Form

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

### Applicant

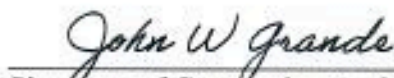
I, Noah Eisendrath, (*insert name*) certify as an authorized representative of Main Street Medicinals LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Tisbury (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 7, 2020 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, John W Grande, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Tisbury (*insert name of host community*) to certify that the applicant and Tisbury (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 22, 2020 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

# 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.



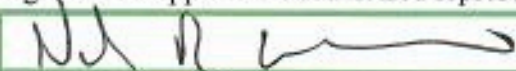
Name of applicant:

Main Street Medicinals, LLC

Name of applicant's authorized representative:

Noah R. Eisendrath

Signature of applicant's authorized representative:



Attachment A

Newspaper Publication



AUTO  
SALES & ACCESSORIES



**2016 LEXUS ES350 FOR SALE**  
Four door sedan, 7,350 miles. Luxury package, dark blue. \$27,500. Call (508)696-3780.

**STALLED RESTORATION PROJECT**  
1955 Volkswagen Bug. Low miles, body excellent, new paint, original color match. (774)563-0015.

YARD SALES

**ESTATE SALE**  
**SATURDAY, NOVEMBER 21ST**  
9:00AM-5:00PM. 26 Cronig Avenue, Vineyard Haven. Masks required. Estate includes vintage collectibles, fine art, antiques, lamps, rugs, silver, crystal, fine porcelain, gilded mirrors, Asian collectibles, books, vintage harpsichord, Wuritzer piano, Nissan Pathfinder, sunfish sailboat, jewelry, tools, and more.  
<https://newenglandestateauctions.com/upcoming-sales/>

**HOLIDAY**  
**OAK BLUFFS OPEN MARKET**  
Great holiday shopping. Shop local and enjoy a safe and relaxing Island-style Black Friday. Washington Park, Friday, November 27, 10:00AM-2:00PM. Rain date Saturday, November 28. Masks, social distancing, contact free payment required. For more info please call (508)939-1076.

ANNOUNCEMENTS

**VOLUNTEER OPPORTUNITY**  
**STEAMSHIP AUTHORITY**  
**PORT COUNCIL**  
**TOWN OF OAK BLUFFS**  
The Town of Oak Bluffs is seeking an interested citizen to serve on the Steamship Authority Port Council. It is a two year appointment. The responsibilities include reviewing SSA financial activities including the annual budget and advising the Board members on activities proposed for port communities. If interested, please send a letter of interest and a brief resume to [abutter@oakbluffsma.gov](mailto:abutter@oakbluffsma.gov) or mail to Board of Selectmen, P.O. Box 1327, Oak Bluffs, MA 02557.

AQUINNAH  
LEGAL NOTICES

**AQUINNAH BOARD OF HEALTH**  
The Aquinnah Board of Health will hold a public hearing on Wednesday, December 2, 2020 at 6:00PM at the Town Hall to discuss the granting of variances on behalf of Harold and Loretta Joelle Wolozin to construct a septic system upgrade to serve an existing single family dwelling on #122 Lighthouse Road, Assessor Map 6 Parcel 57. Variances required from the Aquinnah Board of Health regulations as follows: Leaching facility to property line separation; 30' required - 17' proposed. Leaching facility to wetland separation; 150' required - 135' proposed. Well to property line separation; 30' required - 15' proposed. Copies of the application and plan are on file with the Aquinnah Board of Health (508)645-2309 and Vineyard Land Surveying & Engineering Inc. (508)693-3774. nov20,27,2-t

THE AQUINNAH PLANNING BOARD  
PLAN REVIEW COMMITTEE

Will hold a Public Hearing on **Tuesday, December 1st, 2020 at 7:00PM online via a ZOOM Virtual Meeting** to act upon a request for a Special Permit from Kathleen and Edward Hart of 771 State Road Map 9 Lot 147 under sections 3.2, 3.4-2, 3.9-1-A2, 13.4-1-A2, 13.4-7 and 13.4-11 of the Aquinnah Zoning Bylaws to site and construct 612 sqft of additions and septic system upgrade on a pre-existing non-conforming dwelling where total footprint on the lot will exceed 2,000 sf. Interested parties are invited to send comments and/or attend the online hearing.  
Join Zoom meeting  
<https://us02web.zoom.us/j/86701613114?pwd=JTJYY00vVFNGSjAyWGRURUNvc1kvU09>  
OR Dial 1-929-205-6099  
Meeting ID: 867 0161 3114  
Passcode: 868978  
Inquiries can be emailed to [adminassistant@aquinnah-ma.gov](mailto:adminassistant@aquinnah-ma.gov)  
Site Visit 3:10PM  
nov13,20,2-t

THE AQUINNAH PLANNING BOARD  
PLAN REVIEW COMMITTEE

Will hold a Public Hearing on **Tuesday, December 1st, 2020 at 7:30PM online via a ZOOM Virtual Meeting** to act upon a request for a Special Permit from James Walen TR and Kathleen Smith TR of 7 East Pasture Shore Road Map 4 Lot 88 under sections 3.2, 3.9-1-A1, 13.4-1-A1 and 13.4-7 of the Aquinnah Zoning Bylaws to site and construct a 1,000 sqft single family dwelling and septic system where total footprint on the lot will exceed 2,000 sf. Interested parties are invited to send comments and/or attend the online hearing.  
Join Zoom meeting  
<https://us02web.zoom.us/j/86701613114?pwd=JTJYY00vVFNGSjAyWGRURUNvc1kvU09>  
OR Dial 1-929-205-6099  
Meeting ID: 867 0161 3114  
Passcode: 868978  
Inquiries can be emailed to [adminassistant@aquinnah-ma.gov](mailto:adminassistant@aquinnah-ma.gov)  
Site Visit 3:30pm  
nov13,20,2-t

THE AQUINNAH PLANNING BOARD  
PLAN REVIEW COMMITTEE

Will hold a Public Hearing on **Tuesday, December 1st, 2020 at 7:50PM online via a ZOOM Virtual Meeting** to act upon a request for a Special Permit from Harold and Loretta Wolozin of 122 Lighthouse Road Map 6 Lot 57 under sections 13.1(A-2) of the Aquinnah Zoning Bylaws to site and install a septic system upgrade to serve an existing single family dwelling. Interested parties are invited to send comments and/or attend the online hearing.  
Join Zoom meeting  
<https://us02web.zoom.us/j/86701613114?pwd=JTJYY00vVFNGSjAyWGRURUNvc1kvU09>  
OR Dial 1-929-205-6099  
Meeting ID: 867 0161 3114  
Passcode: 868978  
Inquiries can be emailed to [adminassistant@aquinnah-ma.gov](mailto:adminassistant@aquinnah-ma.gov)  
Site Visit 3:30pm  
nov13,20,2-t

THE AQUINNAH PLANNING BOARD  
PLAN REVIEW COMMITTEE

Will hold a Public Hearing on **Tuesday, December 1st, 2020 at 7:50PM online via a ZOOM Virtual Meeting** to act upon a request for a Special Permit from Harold and Loretta Wolozin of 122 Lighthouse Road Map 6 Lot 57 under sections 13.1(A-2) of the Aquinnah Zoning Bylaws to site and install a septic system upgrade to serve an existing single family dwelling. Interested parties are invited to send comments and/or attend the online hearing.  
Join Zoom meeting  
<https://us02web.zoom.us/j/86701613114?pwd=JTJYY00vVFNGSjAyWGRURUNvc1kvU09>  
OR Dial 1-929-205-6099  
Meeting ID: 867 0161 3114  
Passcode: 868978  
Inquiries can be emailed to [adminassistant@aquinnah-ma.gov](mailto:adminassistant@aquinnah-ma.gov)  
Site Visit 3:30pm  
nov13,20,2-t

AQUINNAH  
LEGAL NOTICES

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OR Dial 1-929-205-6099  
Meeting ID: 867 0161 3114  
Passcode: 868978  
Inquiries can be emailed to [adminassistant@aquinnah-ma.gov](mailto:adminassistant@aquinnah-ma.gov)  
Site Visit 3:00pm  
nov13,20,2-t

CHILMARK  
LEGAL NOTICES

CHILMARK ZONING BOARD  
OF APPEALS

There will be a ZOOM public hearing on Thursday, December 10, 2020 at 9:35AM on a ZOOM conference call to act on a petition for a Special Permit under Chilmark's Zoning By-Law Article 4 Section 4.2A3 Filed by Reid Silva of Vineyard Land Surveying & Engineering for 22 Austin Pasture Realty Trust. The applicant would like to construct a 17' X 43' built-in swimming pool with the required 4-foot high pool enclosure. The pool meets the 50-foot setback from the lot lines but, a portion of the pool fence does not. The pool water will be heated by an electric air source heat pump. The pool will have a winter pool safety cover. The power used by the pool equipment will be offset by a solar array that will be installed on the barn roof. The project is in the Squibnocket Pond District and proposed for the property located at 22 Austin Pasture; Assessors' Map 33 Lot 47.  
Join Zoom Meeting  
<https://zoom.us/j/97780257438>  
Meeting ID: 977 8025 7438  
Passcode: 6452101  
Administrator  
2X 11/20, 11/27  
nov20,27,2-t

CHILMARK ZONING BOARD  
OF APPEALS

There will be a ZOOM public hearing on Thursday, December 10, 2020 at 9:25AM on a ZOOM conference call to act on a petition for a Special Permit under Chilmark's Zoning By-Law Article 4 Section 4.2A3 and Article 6 Section 6.6 filed by George Sourati of Sourati Engineering Group for Tom and Joanne Ashe. Under Article 4 Section 4.2A3 the applicant would like to construct a 16' X 34' built-in swimming pool with the required 4-foot high pool enclosure. The pool meets the 50-foot setback from the lot lines but, a portion of the pool fence does not. The pool water will be heated by an electric air source heat pump. The pool will have an automatic, retractable pool safety cover. The power used by the pool equipment will be offset by purchasing energy through the Verde USA Energy program. Under Article 6 Section 6.6 the applicant would like to place the sound-insulated pool equipment shed less than the setback distance from the west lot line. It will be 11 feet from this lot line. The project is in the South Road Roadside District. The special permit is proposed for the property located at 2 Sheep's Crossing; Assessors Map 25 Lot 20.7.  
Join Zoom Meeting  
<https://zoom.us/j/97780257438>  
Meeting ID: 977 8025 7438  
Passcode: 6452101  
Administrator  
2X 11/20, 11/27  
nov20,27,2-t

CHILMARK ZONING BOARD  
OF APPEALS

There will be a ZOOM public hearing on Thursday, December 10, 2020 at 9:15AM on a ZOOM conference call to act on a petition for a Special Permit under Chilmark's Zoning By-Law Article 4 Section 4.2A3 filed by Reid Silva of Vineyard Land Surveying & Engineering for Howard B. Hillman and Elise Hillman Green. The applicant would like to construct an 18' X 36' built-in swimming pool with the required 4-foot high pool enclosure in a location that meets the minimum 50-foot setback distance from the lot lines. The pool water will be heated with an electric air-source heat pump. The pool equipment will be enclosed in a sound-insulated shed. The power used by the pool equipment will be offset by purchasing energy through the Verde USA Energy program. The project is in the Middle Road Roadside District. The special permit is proposed for the property located at 55 Middle Road; Assessors Map 7 Lot 57.  
Join Zoom Meeting  
<https://zoom.us/j/97780257438>  
Meeting ID: 977 8025 7438  
Passcode: 6452101  
Administrator  
2X 11/20, 11/27  
nov20,27,2-t

CHILMARK ZONING BOARD  
OF APPEALS

There will be a ZOOM public hearing on Thursday, December 10, 2020 at 9:05AM on a ZOOM conference call to act on a petition for a Special Permit under Chilmark's Zoning By-Law Article 4 Section 4.2A3 filed by Reid Silva of Vineyard Land Surveying & Engineering for Judith J. LoRusso, Trustee. The applicant would like to construct a 16' X 32' built-in swimming pool with the required 4-foot high pool enclosure in a location that meets the minimum 50-foot setback distance from the lot lines. The pool will have an automatic safety cover. The pool water will be heated with an electric air-source heat pump. The pool equipment will be enclosed in a sound-insulated enclosure. The power used by the pool equipment will be offset by the existing solar array on the roof of the principal dwelling. The project is in the South Road Roadside District. The special permit is proposed for the property located at 8 Tangvine Road; Assessors Map 25 Lot 55.  
Join Zoom Meeting  
<https://zoom.us/j/97780257438>  
Meeting ID: 977 8025 7438  
Passcode: 6452101  
Administrator  
2X 11/20, 11/27  
nov20,27,2-t

EDGARTOWN  
LEGAL NOTICES

NOTICE OF REQUESTS FOR  
EXPRESSION OF INTEREST  
FOR AGRICULTURAL AND  
EDUCATIONAL OPERATIONS  
AT KATAMA FARM

The Edgartown Conservation Commission and the Katama Farm Stewardship Committee is soliciting expressions of interests for the use of the farm in productive agricultural use, providing locally produced food, and enhancing local educational opportunities and understanding of agriculture.  
The Notice for the Request and the Expression of Interest (EOI) form are available on the Town of Edgartown's Web-

EDGARTOWN  
LEGAL NOTICES

site: Edgartown-ma.us. The forms are due back to the Commission's office by December 8, 2020 and may be emailed to [jvarkonda@edgartown-ma.us](mailto:jvarkonda@edgartown-ma.us) or hard copies may be mailed (PO Box 5130) or dropped off in the drop box at the front entrance of the town hall, 70 Main Street, Edgartown, MA 02539.  
nov20,27,2-t

TOWN OF EDGARTOWN  
HISTORIC DISTRICT COMMISSION  
PUBLIC HEARING NOTICE

**28 S. SUMMER ST. (20D-134)**  
Notice is hereby given that at 5:00PM on Thursday, December 3, 2020 the Edgartown Historic District Commission will hold a Public Hearing by remote teleconferencing / Zoom, on an application made by Amity LLC. Garrett Conover and Sasha Robinson White/agents.  
Applicant proposes to build a 13.8x19.9 structure behind the house, add picket fencing in front, add cobblestone pavement and gas lamp post.  
Plans are available by email from: Edgartown Historic District Commission. HDC@edgartown-ma.us

**ZOOM LINK:**  
<https://us02web.zoom.us/j/85620340886>  
**MATERIALS LINK:**  
<https://bit.ly/HDC-2020-1203>  
Phone: (646)558-8656 US (New York)  
Meeting ID: 856 2034 0886  
nov13,20,2-t

TOWN OF EDGARTOWN  
HISTORIC DISTRICT COMMISSION  
PUBLIC HEARING NOTICE

**10 & 14 PENT LANE (20D-51.1 & 46.2)**  
Notice is hereby given that at 4:20PM on Thursday December 3, 2020 the Edgartown Historic District Commission will hold a Public Hearing by remote teleconferencing / Zoom, on an application made by Edward Doherty. Gerrett Conover and Sasha Robinson White/agents.  
Applicant proposes to demolish existing house and replace with garage/carriage house with pass through. Extend existing covered terrace to wrap around the corner of the house.  
Plans are available by email from: Edgartown Historic District Commission. HDC@edgartown-ma.us

**ZOOM LINK:**  
<https://us02web.zoom.us/j/85620340886>  
**MATERIALS LINK:**  
<https://bit.ly/HDC-2020-1203>  
Join by Phone: (646)558-8656 US (New York)  
Meeting ID: 856 2034 0886  
nov13,20,2-t

TOWN OF EDGARTOWN  
HISTORIC DISTRICT COMMISSION  
PUBLIC HEARING NOTICE

**52 FULLER ST. (20B-95)**  
Notice is hereby given that at 4:40PM on Thursday December 3, 2020 the Edgartown Historic District Commission will hold a Public Hearing by remote teleconferencing / Zoom, on an application made by Al Hamood. Gerrett Conover and Sasha Robinson White/agents.  
Applicant proposes to enlarge an existing screened porch and use glass doors to create a 4 season room opening on the pool terrace. Roof deck to be expanded to cover expanded porch. Add a pool bath & small laundry room to existing pool cabana. Add an outdoor grill/eating area with roof to match existing.  
Plans are available by email from: Edgartown Historic District Commission. HDC@edgartown-ma.us

**ZOOM LINK:**  
<https://us02web.zoom.us/j/85620340886>  
**MATERIALS LINK:**  
<https://bit.ly/HDC-2020-1203>  
Phone: (646)558-8656 US (New York)  
Meeting ID: 856 2034 0886  
nov13,20,2-t

TOWN OF EDGARTOWN  
HISTORIC DISTRICT COMMISSION  
PUBLIC HEARING NOTICE

**127 SOUTH WATER ST. (NEW LOT)**  
Notice is hereby given that at 4:00PM on Thursday, December 3, 2020 the Edgartown Historic District Commission will hold a Public Hearing by remote teleconferencing / Zoom, on an application made by Tina Kohnen. Patrick Ahearn/agent.  
Applicant proposes to construct new home on open lot.  
Plans are available by email from: Edgartown Historic District Commission. HDC@edgartown-ma.us

**ZOOM LINK:**  
<https://us02web.zoom.us/j/85620340886>  
**MATERIALS LINK:**  
<https://bit.ly/HDC-2020-1203>  
Phone: (646)558-8656 US (New York)  
Meeting ID: 856 2034 0886  
nov13,20,2-t

EDGARTOWN PLANNING BOARD  
NOTICE OF PUBLIC HEARING

The Edgartown Planning Board will hold a public hearing on Tuesday, December 1, 2020 at 6:00PM, at the request of William Sullivan, Sullivan & Associates Architects, on behalf of 32 Ocean View Realty Trust (Owner) to construct a pool cabana on a pre-existing non-conforming lot in the Island Zone of the Coastal District.  
This application is made in accordance with Sections 10 of Chapter 40A of the General Laws and Sections 5.1, 10.1.G and 17.7 of the Edgartown Zoning Bylaw. The property is located at 32 Ocean View Ave., Assr. Pcl. 29-137.  
Application Materials are available online here: <https://bit.ly/EPB-2020-1201>  
This public hearing will be conducted exclusively using Remote Conference technology, in accordance with Chapter 53 of the Acts of 2020. The applicant, interested parties, and the public, may 'attend' the meeting using an internet-enabled device with a camera and mic, by visiting: <https://zoom.us/j/83953208580>, or by making a voice phone call to (646)558-8656 (when prompted, enter Meeting ID #8395 320 8580).  
Douglas Finn, Assistant  
Edgartown Planning Board  
nov13,20,2-t

EDGARTOWN PLANNING BOARD  
NOTICE OF PUBLIC HEARING

The Edgartown Planning Board will hold a public hearing on Tuesday, December 1, 2020 at 5:45PM, at the request of Norman Rankow, to construct and license a landing pier and three piers, and to move two existing piers.  
This application is made in accordance with Section 6 of the Edgartown Zoning Bylaw. The property is located at 31 South Water Street, Pcl. 20-326.1.  
Application Materials are available online here: <https://bit.ly/EPB-2020-1201>  
This public hearing will be conducted exclusively using Remote Conference technology, in accordance with Chapter 53 of the Acts of 2020. The applicant, interested parties, and the public, may 'attend' the

EDGARTOWN  
LEGAL NOTICES

meeting using an internet-enabled device with a camera and mic, by visiting: <https://zoom.us/j/83953208580>, or by making a voice phone call to (646)558-8656 (when prompted, enter Meeting ID #8395 320 8580).  
Douglas Finn, Assistant  
Edgartown Planning Board  
nov13,20,2-t

EDGARTOWN ZONING  
BOARD OF APPEALS

**NOTICE OF PUBLIC HEARING**  
On **Wednesday, 2 December 2020 at 4:00PM** the Edgartown Zoning Board of Appeals will hold a remote public hearing via ZOOM\* on the request by **Megan Dreyer & Robert Greenglass** for a special permit under section 10.1.G of the zoning bylaw to **demolish an existing one-story garage and construct a two-story garage with detached bedroom above and to install a swimming pool** on a preexisting, nonconforming lot located at **12 Green Avenue** (Assr. Pcl. 20D-16) in the R-5 Zoning District. All proposed construction complies with setbacks. For more information on how to use zoom or to receive a copy of the application please contact:  
Imorrison@edgartown-ma.us.  
Lisa C. Morrison  
Assistant

\*To Join Zoom Meeting:  
<https://us02web.zoom.us/j/870110039460>  
Meeting ID: 870 1003 9460  
Or by phone:  
(646)558-8656 US (New York)  
nov13,20,2-t

EDGARTOWN ZONING BOARD  
OF APPEALS

**NOTICE OF PUBLIC HEARING**  
On **Wednesday, 2 December 2020 at 4:30PM** the Edgartown Zoning Board of Appeals will hold a remote public hearing via Zoom\* on the appeal by **Judy Jaycox** under M.G.L. ch. 40A, sections 8 & 15. The appeal concerns the **Building/Zoning Inspector's denial of enforcement requests relative to property located at 14 Sampson Avenue** (Assr. Pcl. 34-197) and **owned by MW WLF LLC**. For more information on how to use zoom or to receive a copy of the appeal please contact:  
Imorrison@edgartown-ma.us  
Lisa C. Morrison  
Assistant

\* To join the Zoom meeting:  
<https://us02web.zoom.us/j/870110039460>  
Meeting ID: 870 1003 9460  
Or by phone:  
+1 646 558 8656 US (New York)  
nov13,20,2-t

EDGARTOWN ZONING BOARD  
OF APPEALS

**NOTICE OF PUBLIC HEARING**  
On **Wednesday, 2 December 2020 at 4:15PM** the Edgartown Zoning Board of Appeals will hold a remote public hearing via ZOOM\* on the request by Igor Vukoje for a special permit under section 10.2 A 2 of the zoning bylaw to **operate a car detailing business in a residential district**. The property is located at **13 Briarwood Drive** (Assr. Pcl. 11-37) in the R-60 Zoning District. For more information on how to use zoom or to receive a copy of the application please contact: [Imorrison@edgartown-ma.us](mailto:Imorrison@edgartown-ma.us)  
Lisa C. Morrison  
Assistant

\*To Join Zoom Meeting:  
<https://us02web.zoom.us/j/870110039460>  
Meeting ID: 870 1003 9460  
Or by phone:  
(646)558-8656 US (New York)  
nov13,20,2-t

TOWN OF EDGARTOWN  
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the provisions of Chapter 87, Section 3 of the Massachusetts General Laws and amendments thereto, that Gregg & Cristina Jubin, has requested permission to remove the following public shade trees. Tree one is a Sycamore Maple Tree, approximately 14 inch DBH and 18 foot height. The second tree is a Sycamore Maple Tree, approximately 24 inch DBH and 28 foot height. The trees are located at 49 Davis Lane on the School Street side. Assessors map 20D, parcel 135.2.  
A remote public hearing will be held upon request at 4:00PM on Monday December 7, 2020 at the regular Board of Selectmen weekly meeting via ZOOM\*.

Board of Selectmen / Tree Warden  
\* To Join Zoom Meeting  
<https://us02web.zoom.us/j/81487559512>  
Dial by your location  
+1 646 558 8656 US (New York)  
Meeting ID: 814 8755 9512  
nov20,27,2-t

TOWN OF EDGARTOWN  
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the provisions of Chapter 87, Section 3 of the Massachusetts General Laws and amendments thereto, that Diane Whelan, has requested permission to remove the following public shade tree. The tree is a Austrian Pine Tree, approximately 19 inch DBH and 30 foot height. The tree is located at 87 Peace Point Way North. Assessors map 20B, parcel 81.2.  
A remote public hearing will be held upon request at 4:05PM on Monday December 7, 2020 at the regular Board of Selectmen weekly meeting via ZOOM\*.

Board of Selectmen / Tree Warden  
\* To Join Zoom Meeting  
<https://us02web.zoom.us/j/81487559512>  
Dial by your location  
+1 646 558 8656 US (New York)  
Meeting ID: 814 8755 9512  
nov20,27,2-t

TOWN OF EDGARTOWN  
HISTORIC DISTRICT COMMISSION  
PUBLIC HEARING NOTICE

**27 & 33 S. SUMMER ST. (20D-183 & 186)**  
Notice is hereby given that at 5:15PM on Thursday December 3, 2020 the Edgartown Historic District Commission will hold a Public Hearing by remote teleconferencing/Zoom, on an application made by Amity LLC. Gerrett Conover & Sasha Robinson White/agents.  
Applicant proposes to replace existing cast iron fence with similar fence.  
Plans are available by email from: Edgartown Historic District Commission. HDC@edgartown-ma.us

**ZOOM LINK:**  
<https://us02web.zoom.us/j/85620340886>  
**MATERIALS LINK:**  
<https://bit.ly/HDC-2020-1203>  
Phone: (646)558-8656 US (New York)  
Meeting ID: 856 2034 0886  
nov13,20,2-t

OAK BLUFFS  
LEGAL NOTICES

OAK BLUFFS CONSERVATION  
COMMISSION

Pursuant to Massachusetts General Laws, Chapter 131, Section 40, the Massachusetts Wetlands Protection Act, and the Oak Bluffs Wetlands Bylaw, the Oak Bluffs Conservation Commission will hold a public hearing on a Notice of Intent filed by Shangri La Real Estate Trust to construct a second story deck supported by 7 6"x6" posts, a ground level stone terrace, and a rebuilt driveway/parking area at 32 Temahigan Avenue, Map 4, Lot 158. The hearing will take place Tuesday, December 1, 2020 at 4:30PM.

Public participation will be via virtual means only – pursuant to Governor Baker's March 12, 2020 Order Suspending certain provisions of the Open Meeting Law, G.L. c. 30A, section 18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Oak Bluffs Conservation Commission will be conducted via remote participation. The public may participate in this meeting via remote participation using Zoom; the Zoom meeting ID number will be provided on the Conservation Commission meeting agenda posted on the Town's website at least 48 hours prior to the meeting.  
Copies of the Notice of Intent may be obtained by contacting [ksmeth@sbhinc.net](mailto:ksmeth@sbhinc.net)  
nov20,1-t

OAK BLUFFS CONSERVATION  
COMMISSION

Pursuant to Massachusetts General Laws, Chapter 131, Section 40, the Massachusetts Wetlands Protection Act, and the Oak Bluffs Wetlands Bylaw, the Oak Bluffs Conservation Commission will hold a public hearing on a Request for Determination of Applicability filed Veronica Buckley to install a septic system to replace a failed cesspool at 10 First Street, Map 11, Lot 347. The meeting will take place Tuesday, July 14, 2020 at 5:15PM.

Public participation will be via virtual means only – pursuant to Governor Baker's March 12, 2020 Order Suspending certain provisions of the Open Meeting Law, G.L. c. 30A, section 18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Oak Bluffs Conservation Commission will be conducted via remote participation. The public may participate in this meeting via remote participation using Zoom; the Zoom meeting ID number will be provided on the Conservation Commission meeting agenda posted on the Town's website at least 48 hours prior to the meeting.  
Copies of the Request for Determination of Applicability may be obtained by contacting [traceydt@sbhinc.net](mailto:traceydt@sbhinc.net)  
nov20,1-t

OAK BLUFFS CONSERVATION  
COMMISSION

Pursuant to Massachusetts General Laws, Chapter 131, Section 40, the Massachusetts Wetlands Protection Act, and the Oak Bluffs Wetlands Bylaw, the Oak Bluffs Conservation Commission will hold a public hearing on a Notice of Intent filed by Daniel B. Hogan to install and maintain a septic system ejector pump at 312 East Chop Drive, Map 1, Lot 59. The hearing will take place Tuesday, December 1, 2020 at 4:00PM.

Public participation will be via virtual means only – pursuant to Governor Baker's March 12, 2020 Order Suspending certain provisions of the Open Meeting Law, G.L. c. 30A, section 18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Oak Bluffs Conservation Commission will be conducted via remote participation. The public may participate in this meeting via remote participation using Zoom; the Zoom meeting ID number will be provided on the Conservation Commission meeting agenda posted on the Town's website at least 48 hours prior to the meeting.  
Copies of the Notice of Intent may be obtained by contacting [reid@vlse.net](mailto:reid@vlse.net).  
nov20,1-t

OAK BLUFFS CONSERVATION  
COMMISSION

Pursuant to Massachusetts General Laws, Chapter 131, Section 40, the Massachusetts Wetlands Protection Act, and the Oak Bluffs Wetlands Bylaw, the Oak Bluffs Conservation Commission will hold a public hearing on a Notice of Intent filed by Stephen J. 2020 to remove, license and maintain an existing stone revetment with native plants reinstalled between the revetment and the structure; also to license and maintain an existing stone groin and private pier at 12 Beach Road Extension, Map 5, Lot 21. The hearing will take place Tuesday, December 1, 2020 at 4:45PM.

Public participation will be via virtual means only – pursuant to Governor Baker's March 12, 2020 Order Suspending certain provisions of the Open Meeting Law, G.L. c. 30A, section 18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Oak Bluffs Conservation Commission will be conducted via remote participation. The public may participate in this meeting via remote participation using Zoom; the Zoom meeting ID number will be provided on the Conservation Commission meeting agenda posted on the Town's website at least 48 hours prior to the meeting.  
Copies of the Notice of Intent may be obtained by contacting [ksmeth@sbhinc.net](mailto:ksmeth@sbhinc.net)  
nov20,1-t



Attachment B

Notice Filed with Municipality



RECEIVED  
NOV 23 2020  
J. Hillary Conklin  
Tisbury Town Clerk

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MEDICAL MARIJUANA TREATMENT CENTER AND MARIJUANA  
ESTABLISHMENT PROPOSED BY MAIN STREET MEDICINALS LLC**

Notice is hereby given that a virtual community outreach meeting for **MAIN STREET MEDICINALS LLC ("Main Street")'s proposed Medical Marijuana Treatment Center and Marijuana Establishment** is scheduled for **Monday, December 7, 2020, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/93707544042> or by telephone by calling +13017158592, Webinar ID: 937 0754 4042. The proposed Marijuana Retailer, Marijuana Cultivator, Marijuana Product Manufacturer and Medical Marijuana Treatment Center (together, the "**Facility**") is anticipated to be located at **65 Mechanic's Street, Vineyard Haven, MA 02568** (the "**Property**"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Main Street.

Questions may be submitted in advance to [noah@mainstreetcanna.com](mailto:noah@mainstreetcanna.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

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

A copy of this notice is on file with the Town Clerk, Board of Selectmen, and Planning Board, located at Tisbury Town Hall, 51 Spring Street, Tisbury, Massachusetts. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within five hundred (500) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

RECEIVED

NOV 20 2020

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MEDICAL MARIJUANA TREATMENT CENTER AND MARIJUANA  
ESTABLISHMENT PROPOSED BY MAIN STREET MEDICINALS LLC**

Notice is hereby given that a virtual community outreach meeting for **MAIN STREET MEDICINALS LLC ("Main Street")'s proposed Medical Marijuana Treatment Center and Marijuana Establishment** is scheduled for **Monday, December 7, 2020, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/93707544042> or by telephone by calling +13017158592, Webinar ID: 937 0754 4042. The proposed Marijuana Retailer, Marijuana Cultivator, Marijuana Product Manufacturer and Medical Marijuana Treatment Center (together, the "**Facility**") is anticipated to be located at **65 Mechanic's Street, Vineyard Haven, MA 02568** (the "**Property**"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Main Street.

Questions may be submitted in advance to [noah@mainstreetcanna.com](mailto:noah@mainstreetcanna.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

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**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MEDICAL MARIJUANA TREATMENT CENTER AND MARIJUANA  
ESTABLISHMENT PROPOSED BY MAIN STREET MEDICINALS LLC**

Notice is hereby given that a virtual community outreach meeting for **MAIN STREET MEDICINALS LLC ("Main Street")'s proposed Medical Marijuana Treatment Center and Marijuana Establishment** is scheduled for **Monday, December 7, 2020, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/93707544042> or by telephone by calling +13017158592, Webinar ID: 937 0754 4042. The proposed Marijuana Retailer, Marijuana Cultivator, Marijuana Product Manufacturer and Medical Marijuana Treatment Center (together, the "**Facility**") is anticipated to be located at **65 Mechanic's Street, Vineyard Haven, MA 02568** (the "**Property**"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Main Street.

Questions may be submitted in advance to [noah@mainstreetcanna.com](mailto:noah@mainstreetcanna.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

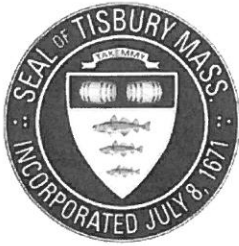
This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the Town Clerk, Board of Selectmen, and Planning Board, located at Tisbury Town Hall, 51 Spring Street, Tisbury, Massachusetts. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within five hundred (500) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

**RECEIVED**

NOV 23 2020

TISBURY BOARD OF SELECTMEN



**Town of Tisbury**  
**Office of the Town Administrator/Personnel Director**  
**51 Spring Street, P.O. Box 1239**  
**Vineyard Haven, MA 02568**  
**(Tel. 508-696-4203)**

TO: Main Street Medicinal

FROM: Tisbury Select Board

SUBJECT: Host Community Outreach Meeting

Date: November 18, 2020

This is to inform you that on November 17<sup>th</sup>, 2020 Select Board authorized Main Street Medicinal hold a virtual community outreach meeting instead of an in-person community outreach meeting due to the ongoing Covid-19.

## Attachment C

### Examples of Abutter Notices

7020 1810 0002 1086 3838

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

Postmark  
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 6135 0209 0206 44

7020 1810 0002 1086 3838

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *M. Dalton*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

*M. DALTON*

C. Date of Delivery

*NOV 25 2020*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

7020 1810 0002 1086 3579

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
 \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage  
 \$

Total Postage and Fees  
 \$

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>[Redacted Address]</p> <p>9590 9402 6135 0209 0208 04</p> <p>7020 1810 0002 1086 3579</p>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Fatima Beduli-Froy</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Fatima Beduli-Froy</i> C. Date of Delivery <i>11/2/12</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt



**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MEDICAL MARIJUANA TREATMENT CENTER AND MARIJUANA  
ESTABLISHMENT PROPOSED BY MAIN STREET MEDICINALS LLC**

Notice is hereby given that a virtual community outreach meeting for **MAIN STREET MEDICINALS LLC (“Main Street”)**’s **proposed Medical Marijuana Treatment Center and Marijuana Establishment** is scheduled for **Monday, December 7, 2020, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/93707544042> or by telephone by calling +13017158592, Webinar ID: 937 0754 4042. The proposed Marijuana Retailer, Marijuana Cultivator, Marijuana Product Manufacturer and Medical Marijuana Treatment Center (together, the “**Facility**”) is anticipated to be located at **65 Mechanic’s Street, Vineyard Haven, MA 02568** (the “**Property**”). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Main Street.

Questions may be submitted in advance to [noah@mainstreetcanna.com](mailto:noah@mainstreetcanna.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

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

A copy of this notice is on file with the Town Clerk, Board of Selectmen, and Planning Board, located at Tisbury Town Hall, 51 Spring Street, Tisbury, Massachusetts. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within five hundred (500) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.



## Attachment D

Link to Recorded Virtual Meeting

ATTACHMENT D

Link to recording of virtual community outreach meeting:

[https://princelobel.zoom.us/rec/share/2RFSvtg-5Fz6NVDJJV\\_9M24SpHZO6z-PWSbdQW6QsLmKhaCga-q\\_INfpX4Dn\\_0Na.YvgFFOcmiOixv9Gd](https://princelobel.zoom.us/rec/share/2RFSvtg-5Fz6NVDJJV_9M24SpHZO6z-PWSbdQW6QsLmKhaCga-q_INfpX4Dn_0Na.YvgFFOcmiOixv9Gd)

Passcode: MGM2020!

## Attachment E

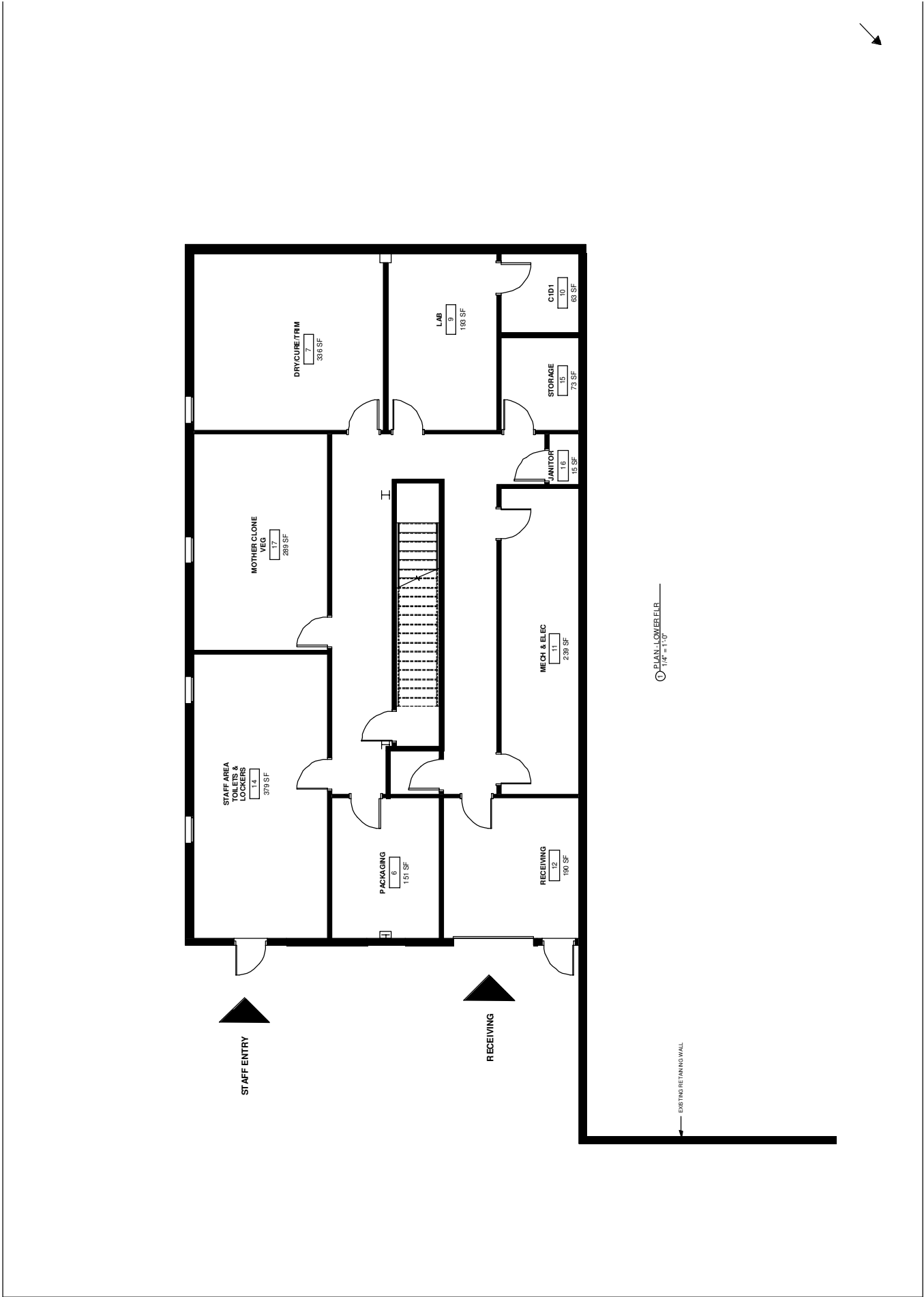
### Virtual Meeting Presentation Handouts

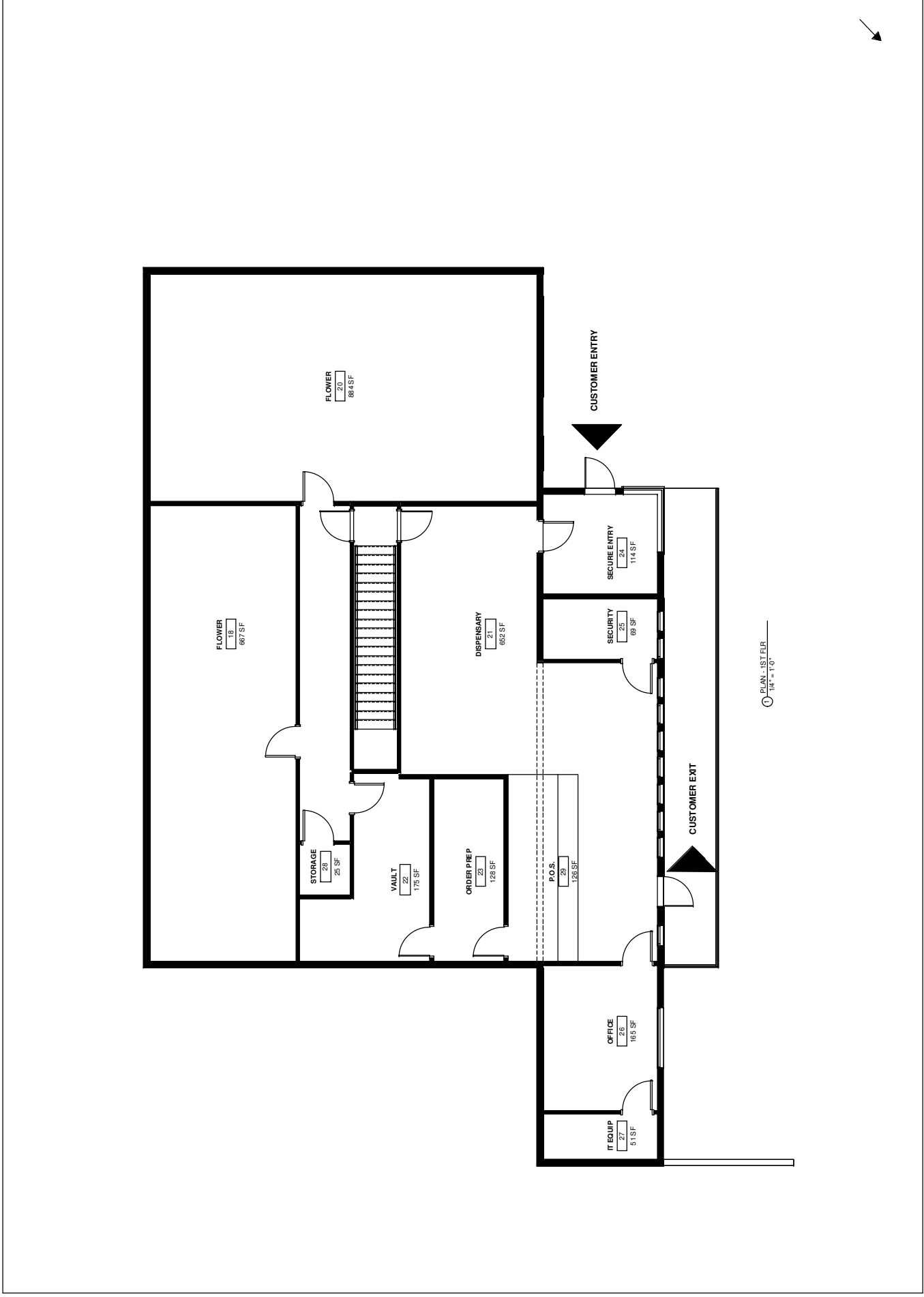
# Main Street Medicinals LLC

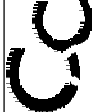
*65 Mechanic's Street, Tisbury, MA*

Virtual Community Outreach Meeting

December 7, 2020, 6:00 PM







CAVENEY

architectural collaborative, inc.

128 WARREN ST ■ LOWELL, MA 01852

info@caveneyarch.com 978 - 770 - 0518



65 MECHANICS STREET VINEYARD HAVEN, MA

MAIN STREET MEDICALS

VINEYARD HAVEN

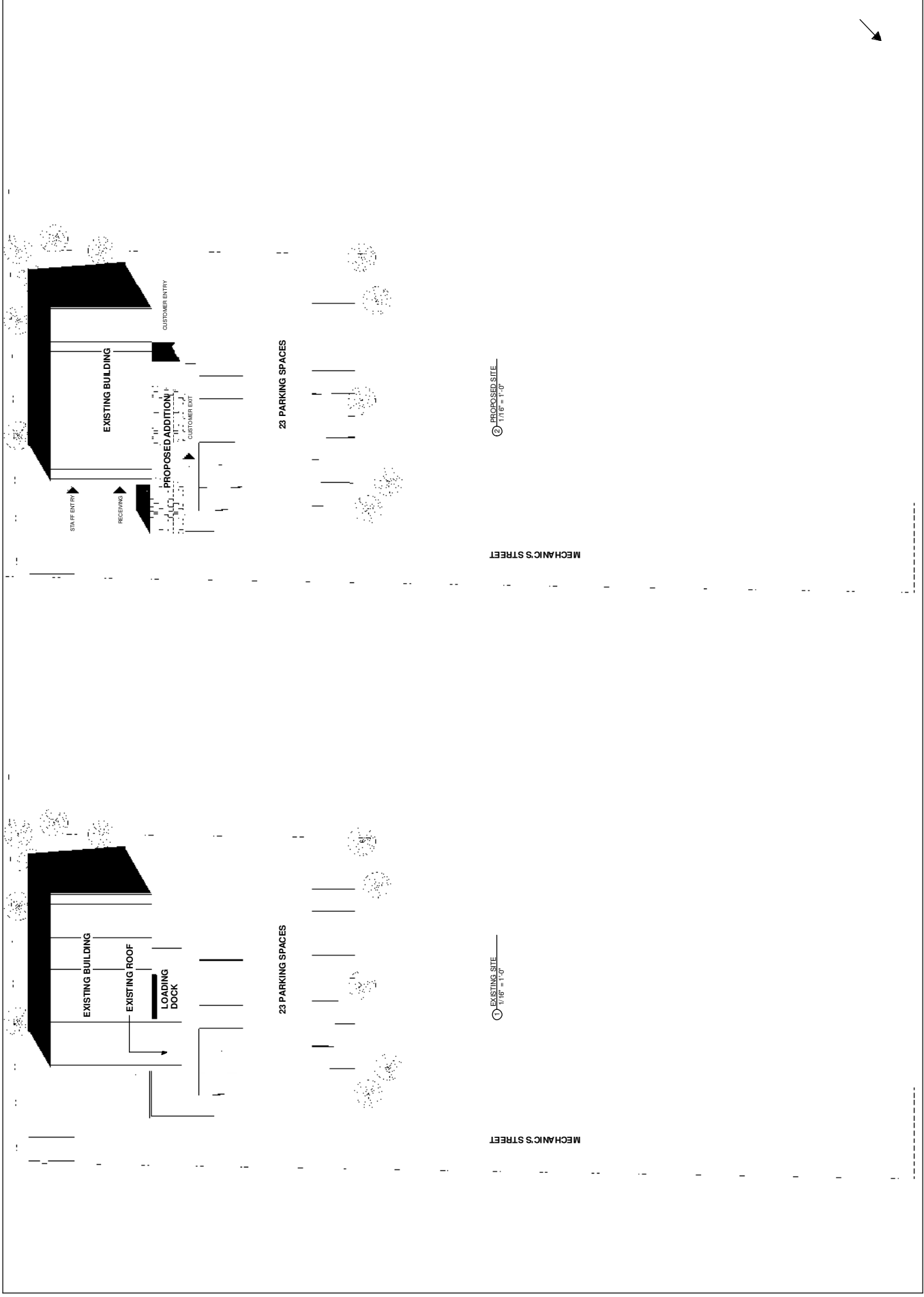
CULTIVATION & DISPENSARY

SCHEMATIC

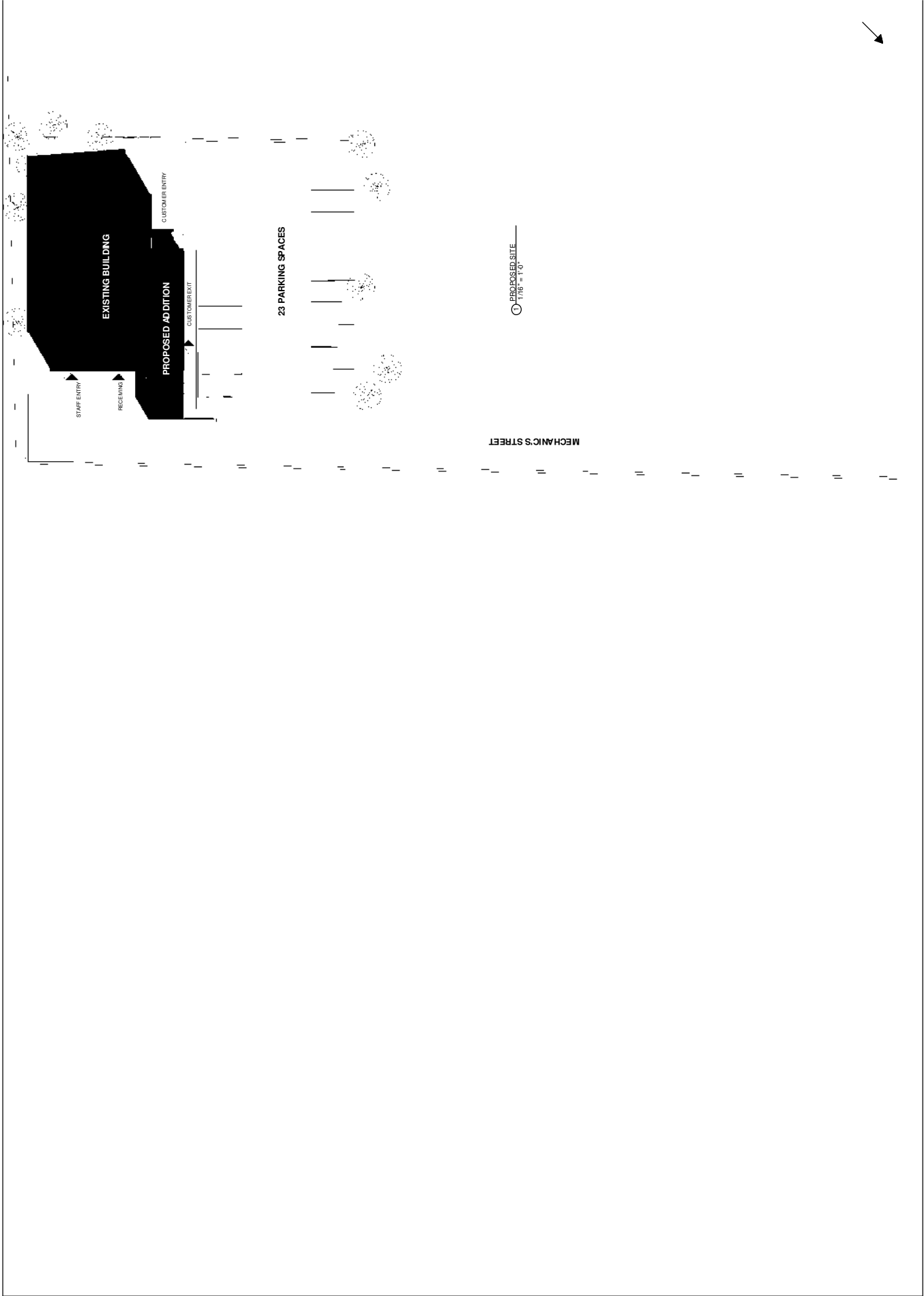
PROJ. NO.	1908-10	
DATE:	09/13/19	
DRAWN BY:	M. CASSIDY	
REVISIONS		
NO.	DATE	NOTES

SITE PLANS

A1.2



PROJ. NO.	1905-10
DATE	09.13.19
DRAWN BY	M. CASSIDY
REVISIONS	
NO.	DATE
NOTES	







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info@caveneyarch.com  
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MAIN STREET MEDICALS  
**VINEYARD HAVEN**  
CULTIVATION & DISPENSARY  
65 MECHANICS STREET VINEYARD HAVEN, MA

SCHEMATIC

PROJ. NO.	1805-10
DATE:	09.13.19
DRAWN BY:	AJW
REVISIONS	
NO.	DATE
NOTES	

SITE PLAN -  
ILLUSTRATIVE

A1.4





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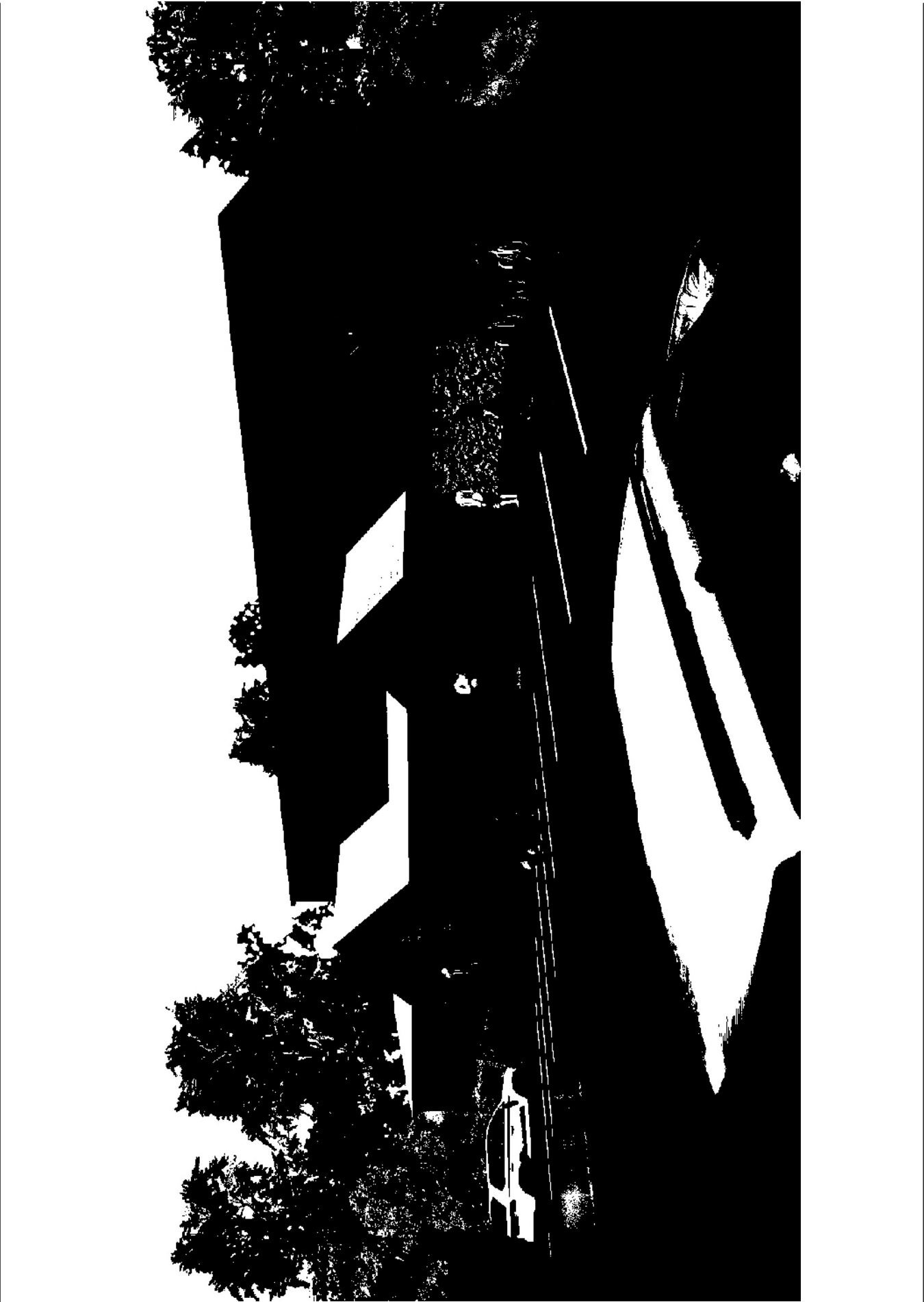
MAIN STREET MEDICALS  
VINEYARD HAVEN  
CULTIVATION & DISPENSARY  
65 MECHANICS STREET VINEYARD HAVEN, MA

SCHEMATIC

PROJ. NO.	1908-10	
DATE:	09/13/19	
DRAWN BY:	S. KEYES	
REVISIONS		
NO.	DATE	NOTES

RENDERING

A1.5



NO.	DATE	NOTES

SCHEMATIC

MAIN STREET MEDICALS  
VINEYARD HAVEN  
CULTIVATION & DISPENSARY  
65 MECHANICS STREET VINEYARD HAVEN, MA

CAVENEY  
architectural collaborative, inc.  
128 WARREN ST ■ LOWELL, MA 01852  
info@caveneyarch.com  
978 - 770 - 0518



Plan of L and its  
Tisbury, Massachusetts  
prepared for  
Nicholas M. Catt

August 13, 2019 Plan Scale 1 in. = 20 ft.

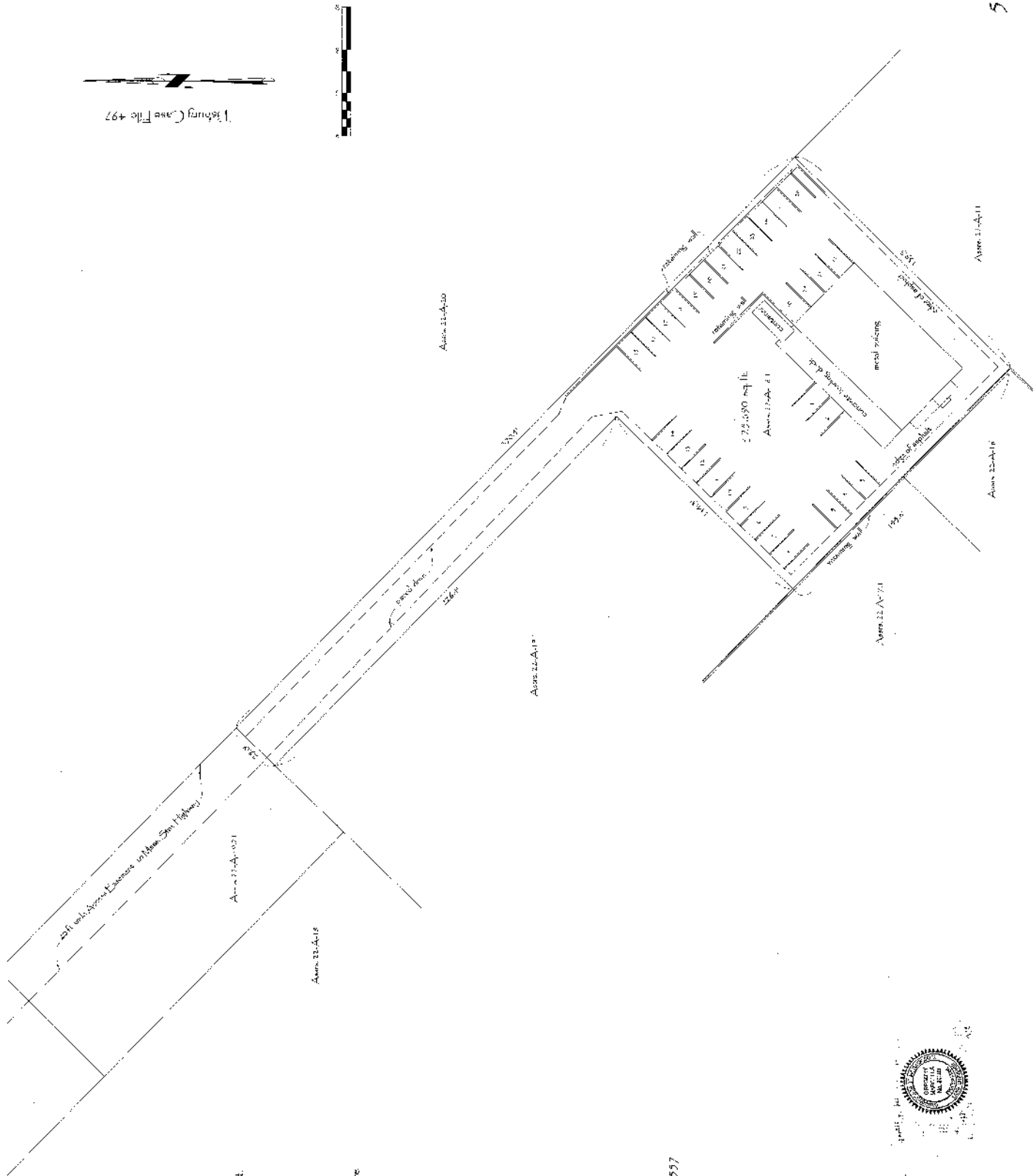
Zoning District B2  
Minimum Setbacks Principal Structure  
front 30 ft. side 15 ft. rear 15 ft.  
Detached Accessory Structure  
front 4 ft. side 4 ft. rear 4 ft.

Gregory Marcello P.L.S.  
P.O. Box 6  
Oak Bluffs, Massachusetts 02557  
774-521-5400  
msurveyors@gmail.com

*Gregory Marcello*  
Principal L.S. & Surveyor

August 13, 2019

Date



## **Main Street Medicinals LLC**

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

The Town of Tisbury amended its zoning code at a Town Meeting on April 29, 2014 to allow the cultivation, production and dispensing of marijuana for adult-use in the BD-2 district.

Main Street Medicinals LLC (the “**Company**”) is seeking licensure to develop and operate a Marijuana Establishment at 65 Mechanic’s Street, Vineyard Haven, MA 02568. This site is located in the Business District-2 zoning district, which permits the operation of a marijuana establishment, specifically a marijuana retail, cultivation and production facility pursuant to Section 5.23 of the Town of Tisbury Zoning Bylaws, subject to the granting of a Special Permit and Site Plan Review and Approval from the Tisbury Planning Board (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana cultivation, product manufacturing and retail facility with town officials, including the building department, police department and fire department, and health department, and has appeared before the Planning Board and Board of Selectmen and entered into a host community agreement with the Town. Upon receipt of its provisional license, the Company shall promptly pursue the Special Permit and Site Plan Approval from the Board.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

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

## 02.00 DEFINITIONS

- 02.62        Pre-application Conference:  
A review meeting of a proposed development held between applicants and the Planning Board and or Staff, as provided in the Bylaw, before formal submission of an application for a Permit or Special Permit, under Section 06.00.00 of these Bylaws. This provides applicants the opportunity to present their proposals informally and to receive comments and directions from the Town.
- 02.63        Projecting Signs:  
Any sign affixed to a wall by means of a bracket in such a way that it extends in the perpendicular direction away from the wall.
- 02.64        Rated Nameplate Capacity: The maximum rated output of electric power production of the Photovoltaic system in Direct Current (DC).
- 02.65        Recharge Areas:  
Areas that collect precipitation or areas may include areas designated as Zone I, Zone II or Zone III.
- 02.66        Recreational Marijuana Establishments (RME)  
Shall mean a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer, or any other type of licensed marijuana-related business, all as defined in the Massachusetts General Laws. Chapter 94G, Section 1, but not to include a Registered Marijuana Dispensary (RMD).  
(Adopted: April 10, 2018 – Article 9)
- 02.67        Registered Marijuana Dispensary  
A non-profit entity registered under 105 CMR 725.000 et seq. that acquires, possesses, processes (including development of related products such as MIPs (marijuana-infused food products), tinctures, aerosols, oils or ointments), cultivates, manufactures, delivers, transfers, transports, supplies, sells, distributes, dispenses or administers marijuana, products containing marijuana and/or related supplies and educational materials to registered qualifying patients or their registered primary caregivers  
(Adopted: April 29, 2014, Art. 11)
- 02.68        Restaurant:  
A Food Service Establishment that serves food and beverages primarily to persons seated within the building.

## 5.20 BUSINESS DISTRICT - 2:

### 05.23 USES REQUIRING A SPECIAL PERMIT FROM THE PLANNING BOARD

#### .02 Registered Marijuana Dispensaries (RMD, hereinafter) and Recreational Marijuana Establishments (RME hereinafter) Applicability.

This section provides that:

01. No RMD or RME shall be established except in compliance with the provisions of this Section.
02. Nothing in this Section shall be construed to supersede federal and state laws governing the possession, sale and distribution of narcotic drugs.
03. If any provision of this Section or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this Section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected.

#### .03 General Requirements and Conditions for all Registered Marijuana Dispensaries and Recreational Marijuana Establishments

01. No application for a special permit is complete without the applicant demonstrating that they have acquired all licenses and permits as required by 105 CMR 725.000 for RMDs or MGL Chapter 94G, and the regulations of the Massachusetts Cannabis Control Commission for RMEs.
02. All RMDs and RMEs shall be contained within a building or structure.
03. The maximum allowance for the cultivation of medical or recreational marijuana shall not exceed 2500 sq. ft.
04. The hours of operation of a RMD or RME shall be set by the Planning Board, but in no event shall a RMD or RME be open and/or operating between the hours of 8:00 PM and 8:00 AM.
05. Any RMD, RME or similar facility shall not be located within 100 feet of an existing school, daycare facility, playground, public park, public athletic field or similar public recreation facility, or any place where children commonly congregate, and a half-way house.

## 5.20 BUSINESS DISTRICT - 2:

## 05.23 USES REQUIRING A SPECIAL PERMIT FROM THE PLANNING BOARD

## .03 General Requirements and Conditions for all Registered Marijuana Dispensaries and Recreational Marijuana Establishments, continued

06. No smoking or burning or consumption of marijuana or marijuana related products shall be permitted on the premises of an RMD or RME.
07. Signage for a RMD shall be limited to one (1) sign, fixed flat against the building up to one (1) square foot of sign for each lineal foot of building frontage, not to exceed ten (10) square feet in area. Said sign shall include the following language "Only individuals with a registration card issued by the state Department of Public Health may obtain cannabis from medical cannabis dispensaries". The required text shall be a minimum of two inches in height. A RME shall comply with the sign regulations in Section 07.06.00.
08. All print and electronic advertisements for Medical marijuana facilities, including but not limited to flyers, general advertising signs, and newspaper and magazine advertisements, shall include the following language "Only individuals with a registration card issued by the state Department of Public Health may obtain cannabis from medical cannabis dispensaries". Oral advertisements for Registered Marijuana Dispensaries, including but not limited to radio and television advertisements shall include the same language. Recreational Marijuana Establishments must clearly advertise that "only those 21 and older may enter or purchase product".
09. RMDs and RMEs shall provide the Special Permit Granting Authority with the name, phone number and email address of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the establishment.
10. No person who is not at least 18 years of age shall be permitted on the premises of a RMD during hours of operation unless that person is a qualified patient or caregiver with a valid registration card. No person under 21 may enter, or purchase product at a RME.
11. The potential discharge of THC and nitrogen into wastewater shall be addressed with the Board of Health for a remediation plan, and submitted to the Planning Board, if required.



## 5.20 BUSINESS DISTRICT - 2:

### 05.23 USES REQUIRING A SPECIAL PERMIT FROM THE PLANNING BOARD

#### .04 Special Permit Conditions & Restrictions for all Registered Marijuana Dispensaries and Recreational Marijuana Establishments

01. A RMD and RME may only be allowed by special permit from the Special Permit Granting Authority (the Planning Board) in accordance with MGL c.40A s.9, subject to the following statements, regulations, requirements, conditions and limitations
02. The applicant shall provide a copy of its Articles of Organization, a current Certificate of Legal Existence from the Secretary of the Commonwealth, and the most recent annual report. The applicant shall in addition provide a copy of its Articles of Incorporation or equivalent documents, a current Certificate of legal Existence from the Secretary of the Commonwealth, and the most recent annual report. If the applicant is a public agency, evidence of the agency's authority to engage in the development of the RMD or RME as proposed by the application must be provided.
03. The applicant shall provide copies of all licenses and permits issued by the Commonwealth of Massachusetts and any of its agencies for the RMD or RME.
04. The applicant shall provide evidence of the applicant's right to use the site of the RMD or RME for the RMD or RME, such as a deed, lease, purchase and sale agreement or other legally-binding document
05. Special Permits shall remain exclusively with the applicant, who shall be the owner or lessee of the premises described in the application.  
  
The Special Permit shall terminate automatically on the date the applicant alienates that title or leasehold interest in the premises.
06. Special Permits shall be valid for a period of one (1) year from the date of the decision. Not less than three (3) months prior to the expiration of the special permit, it shall be incumbent upon the applicant to apply to the Tisbury Planning Board for a renewal of the special permit. Said permit shall be valid for a five (5) year term, and renewable for successive five (5) year periods provided that a written request for renewal is made to the Tisbury Planning Board not less than three (3) months prior to the expiration of the then-existing five (5) year period.

Amend Section 05.00: April 29, 2014 - Acting on Article 14; and on April 10, 2018- Acting on Article 13)



ZONING MAP, TOWN OF TISBURY, DUKES COUNTY, MASSACHUSETTS

- R-50

R-10

R-3A

WILD AND SCENIC  
NORTH SHORE DISTRICT
- R-25
- B-1
- LHP

LAGOON HARBOR PARK
- GROUNDWATER PROTECTION DISTRICT

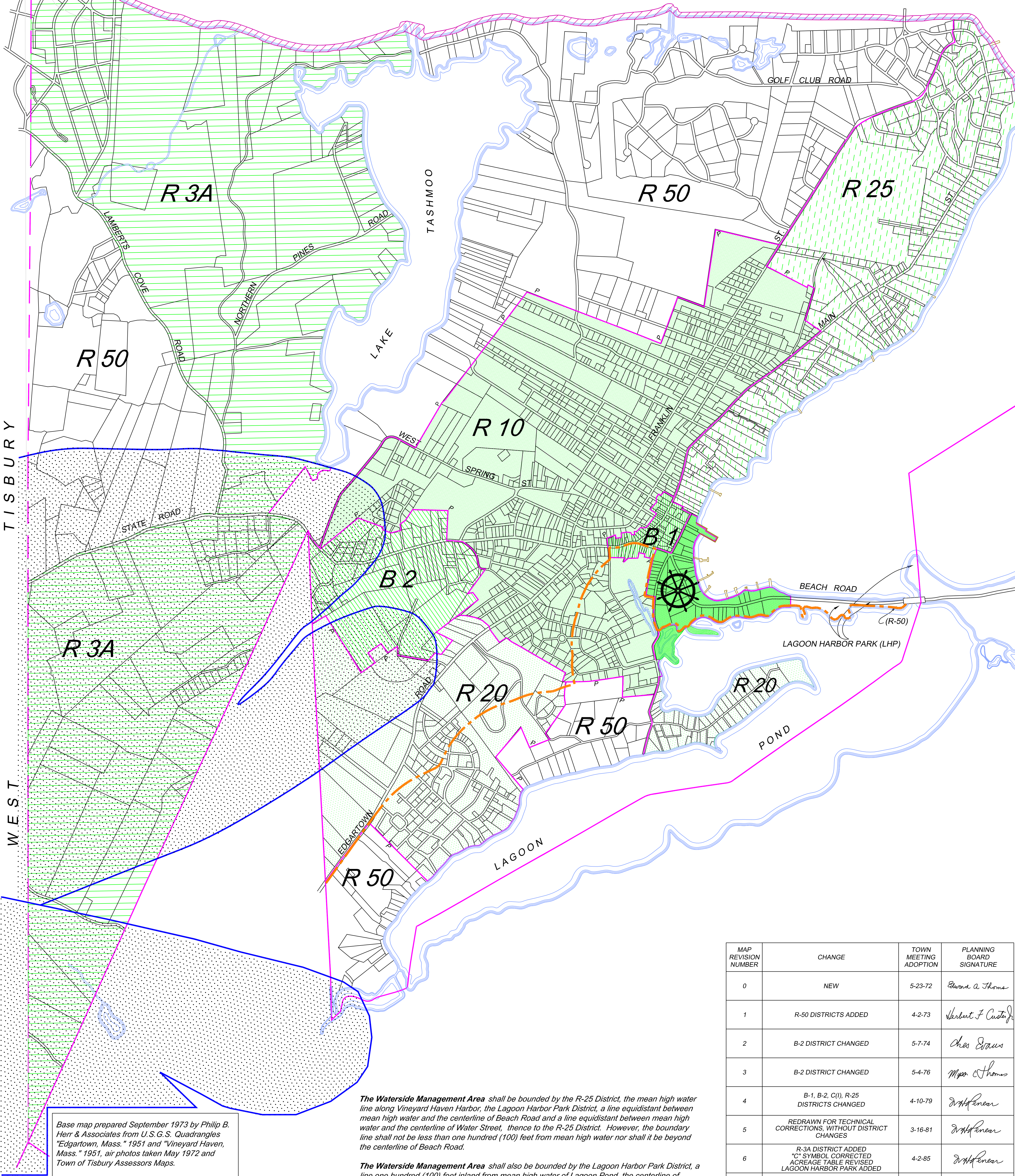
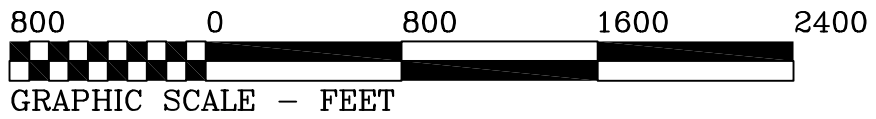
R-20

B-2

WATERFRONT/COMMERCIAL

LAGOON POND DCPC

P DENOTES PROPERTY LINE



Base map prepared September 1973 by Philip B. Herr & Associates from U.S.G.S. Quadrangles "Edgartown, Mass." 1951 and "Vineyard Haven, Mass." 1951, air photos taken May 1972 and Town of Tisbury Assessors Maps.

ACREAGE

LAND AREAS	4,355.6± Ac.	(6.8 Sq. Mi.)
WATER AREAS	7,947.7± Ac.	(12.4 Sq. Mi.)
LAKE TASHMOO	225.5± Ac.	
LAGOON POND	149.9± Ac.	
VINEYARD HAVEN HARBOR	629.7± Ac.	
VINEYARD SOUND	3,478.3± Ac.	
NANTUCKET SOUND	3,464.3± Ac.	
(SEE TOTAL ABOVE)		

The Waterside Management Area shall be bounded by the R-25 District, the mean high water line along Vineyard Haven Harbor, the Lagoon Harbor Park District, a line equidistant between mean high water and the centerline of Beach Road and a line equidistant between mean high water and the centerline of Water Street, thence to the R-25 District. However, the boundary line shall not be less than one hundred (100) feet from mean high water nor shall it be beyond the centerline of Beach Road.

The Waterside Management Area shall also be bounded by the Lagoon Harbor Park District, a line one hundred (100) feet inland from mean high water of Lagoon Pond, the centerline of Lagoon Pond Road and the mean high water of Lagoon Pond, thence to the Lagoon Harbor Park District.

The Commercial Management Area shall be bounded by the Waterside Management Area, the B-1 District and the R-10 District.

The Wild and Scenic North Shore District consists of the waters and the lands under the water, beginning at the easterly boundary of land of the United States of America, known as Tisbury Assessors Parcel 2H2, and thence along the Mean Low Water Line of the Vineyard Sound, in the Town of Tisbury, in a generally southwesterly direction, to the corporate bounds of the Towns of Tisbury and West Tisbury, and extending 100 feet seaward from said Mean Low Water Line. This regulation shall be applied vertically above and below the surface of waters included in the District.

MAP REVISION NUMBER	CHANGE	TOWN MEETING ADOPTION	PLANNING BOARD SIGNATURE
0	NEW	5-23-72	<i>Edward A. Thomas</i>
1	R-50 DISTRICTS ADDED	4-2-73	<i>Herbert F. Custer Jr.</i>
2	B-2 DISTRICT CHANGED	5-7-74	<i>Chas Evans</i>
3	B-2 DISTRICT CHANGED	5-4-76	<i>Myron Thomas</i>
4	B-1, B-2, C(I), R-25 DISTRICTS CHANGED	4-10-79	<i>Myron Thomas</i>
5	REDRAWN FOR TECHNICAL CORRECTIONS, WITHOUT DISTRICT CHANGES	3-16-81	<i>Myron Thomas</i>
6	R-3A DISTRICT ADDED "C" SYMBOL, CORRECTED ACREAGE TABLE REVISED LAGOON HARBOR PARK ADDED	4-2-85	<i>Myron Thomas</i>
7	R-3A DISTRICT WEST OF LAKE TASHMOO, ADDED	6-2-87	<i>Myron Thomas</i>
8	06.00 COMMERCIAL DISTRICT CHANGED TO WATERFRONT/ COMMERCIAL DISTRICT	4-25-96	<i>Myron Thomas</i>
9	PORTION OF ASSR, PCL, 9-A-23 ADDED TO WATERFRONT/ COMMERCIAL DISTRICT	4-25-00	<i>Myron Thomas</i>
10	"THE WILD AND SCENIC NORTH SHORE DISTRICT" ADDED	4-09-02	<i>Myron Thomas</i>
11	"THE GROUNDWATER PROTECTION DISTRICT" ADDED & CHANGED	3-25-03	<i>Myron Thomas</i>

Revised By:  
Schofield Brothers Inc., Professional Land Surveyors & Engineers  
March 16, 1981, April 2, 1985, June 2, 1987  
Schofield, Barbini & Hoehn Inc., Professional Land Surveyors and Engineers  
April 25, 1996, April 25, 2000, July 15, 2002, March 25, 2003



## Main Street Medicinals LLC

### Plan for Positive Impact

Main Street Medicinals LLC (the “**Company**”) is basing its headquarters in Martha’s Vineyard MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Fall River, New Bedford and Wareham are the closest areas in proximity to Martha’s Vineyard. Collectively, Fall River, New Bedford and Wareham shall be referred to herein as the “**Target Areas**”. Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

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

#### Goals:

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

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

#### Programs:

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

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post monthly notices for at least three (3) months during the hiring process at the municipal offices of Tisbury and in newspapers of general circulation in Martha’s Vineyard and the Target Areas, including but not limited to, the Vineyard Gazette, Herald News and the Standard Times, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

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

## Main Street Medicinals LLC

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

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

### **Annual Review:**

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

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

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

**OPERATING AGREEMENT**  
**OF**  
**MAIN STREET MEDICINALS LLC**  
**A MASSACHUSETTS LIMITED LIABILITY COMPANY**

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**September 1, 2020**

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ARTICLE I  
DEFINITIONS

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

(a) “Adjusted Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, and further (i) increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

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

(c) “Bring-Along Notice” shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(d) “Bring-Along Right” shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(e) “Capital Account” as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article V.

(f) “Capital Contribution” shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member, whenever made.

(g) “Capital Transaction” means the sale or exchange of all or substantially all of the assets of the Company or the merger or consolidation of the Company.

(h) “Certificate of Organization” shall mean the Certificate of Organization of **MAIN STREET MEDICINALS LLC**, as filed with the Secretary of the Commonwealth of Massachusetts, as the



same may have been and may be amended from time to time. A copy of the Certificate of Organization is attached hereto as Exhibit A.

- (i) "CMR" shall have the meaning ascribed to it in Section 2.2 of this Operating Agreement.
- (j) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.
- (k) "Company" shall refer to **MAIN STREET MEDICINALS LLC**.
- (l) "Company Interest" shall mean with respect to each Member, such Member's interest in the profits and losses, capital and distributions of the Company as set forth on Schedule 1 attached hereto.
- (m) "Company Sale" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.
- (n) "Consent" means with respect to the Managers, a vote of a majority of the votes entitled to be cast by the Managers then in office taken at a meeting of the board of Managers, duly called and held at which a quorum was present and voting, or by a majority of the votes entitled to be cast by the Managers in a signed writing, in lieu of such a meeting.
- (o) "Deficit Capital Account" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year.
- (p) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such Reserves as the Manager(s) deem reasonably necessary to the proper operation of the Company's business.
- (q) "Economic Interest" shall mean a Member's Economic Interest in the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Massachusetts Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Manager(s).
- (r) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.
- (s) "Entity" shall mean a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.
- (t) "Final Audit Adjustment" shall have the meaning ascribed to it in Section 6.5(a) of this Operating Agreement.
- (u) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(v) "Gifting Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(w) "IRS" shall have the meaning ascribed to it in Section 6.5 of this Operating Agreement.

(x) "Majority Sellers" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(y) "Manager" shall mean one or more managers within the meaning of the Massachusetts Act designated in the manner provided in this Agreement.

(z) "Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act, as amended from time to time.

(aa) "Member" shall mean the parties identified on Schedule 1 hereto, and such other parties who may hereafter be admitted as Members as permitted herein. To the extent a Manager has acquired a Membership Interest in the Company, such Manager will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent such Manager has acquired such Membership Interest in the Company and the context so requires. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(bb) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Massachusetts Act.

(cc) "Minimum Company Sales Price" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(dd) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Manager(s) at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(ee) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(ff) "Partnership Representative" shall have the meaning ascribed to it in Section 7.3 of this Operating Agreement.

(gg) "Permitted Transferee" means (i) in the case of a Member who is a natural person and is a signatory to this Agreement, any spouse, child, grandchild, brother, sister or parent of such Member and to whom Membership Interests are transferred by gift or will or the laws of descent and distribution; (ii) any trust in which all the beneficiaries are Permitted Transferees at the time of Transfer; (iii) in the case of a Member which is not a natural person and is a signatory to this Agreement on the date hereof, the partners,

members, shareholders or other owners of such Member, as applicable; and (iv) in any case, are qualified to hold Membership Interests in the Company under applicable Regulations.

(hh) "Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

(ii) "Proposed Transferee" shall have the meaning ascribed to it in Section 4.5 of this Operating Agreement.

(jj) "Regulations" means the rules and regulations related to Massachusetts-sanctioned cannabis programs, including 935 CMR 500.000 et seq., 935 CMR 501.000 et seq. and 935 CMR 502.000, as may be applicable to the Company, as the same may be amended and/or supplemented from time to time.

(kk) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager(s) for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(ll) "Sell" shall have the meaning ascribed to it in Section 8.1 of this Operating Agreement.

(mm) "Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(nn) "Super Majority" a vote of Members holding at least seventy (70.0%) percent of the Membership Interests, either taken at a meeting of the Members duly called and held or by the written consent of Members holding at least seventy (70.0%) percent of the of the Membership Interests in lieu of a meeting.

(oo) "Target Capital Account" means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

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

(qq) "Transferring Member" shall mean a Selling Member and/or a Gifting Member.

(rr) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization, and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II  
FORMATION; BUSINESS; MEMBER INFORMATION

Section 2.1 - Formation. The Company was formed as a limited liability company under the Massachusetts Act by the filing of its Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on **April 23, 2019**, as amended by filing the Certificate of Amendment with the Secretary of the Commonwealth of Massachusetts on **September 17, 2019**.

Section 2.2 - Permitted Businesses. The business of the Company shall be to own and/or operate Marijuana Establishment(s) and/or Marijuana Treatment Center(s), as such terms are defined in the Code of Massachusetts Regulations (“CMR”), 900 CMR 500 and 900 CMR 501, respectively, and for any other lawful purpose(s) ancillary or incidental thereto.

Section 2.3 - Member Information. The names, addresses, and percentage of Membership Interests held by each of the Members of the Company are as set forth on Schedule 1 attached hereto.

ARTICLE III  
RIGHTS AND DUTIES OF MANAGER(S)

Section 3.1 - Management. The business and affairs of the Company shall be managed by its Manager(s), unless explicitly stated to the contrary herein or required by applicable law. At all times, the Manager(s) shall direct, manage and control the business of the Company in a commercially reasonable manner and in good faith. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Manager(s) shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, the Managers shall act as a board of Managers, and no one Manager shall have the powers delegated to the Manager(s) herein unless acting pursuant to the Consent of the Managers, or unless the affirmative approval of more than the Managers acting by Consent is expressly required pursuant to this Operating Agreement (including, by way of example, matters of dissolution, pursuant to Section 9.1 herein). Except as expressly set forth herein, the Managers, acting pursuant to Consent, shall have the authority to take all necessary and proper actions in order to conduct the day-to-day business of the Company, and so long as an action is duly authorized and approved as set forth herein, any Manager can take any appropriate action on behalf of the Company. Unless authorized to do so by this Operating Agreement or by written authorization of the Manager, or Consent if more than one Manager of the Company exists, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member (other than a Member acting with the authority of the Manager or Managers as the case may be) shall have any power or authority to bind the Company unless the Member has been authorized by the Manager(s) to act as an agent of the Company in accordance with the previous sentence.

Section 3.2 - Number, Identity, Tenure and Qualifications. The Company shall initially have one (1) Manager. The initial Manager shall be **Noah Eisendrath**, appointed by the Super Majority. The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of the Super Majority, provided that in any case where the board of Managers is comprised of more than one (1) Manager, and notwithstanding anything in this Agreement to the contrary, the Super Majority shall

unilaterally appoint a majority of such Managers to the board of Managers. Each Manager shall hold office until his or her successor shall have been elected and qualified pursuant to this Section 3.2 or such earlier time as such Manager may resign or be removed as provided herein. A Manager need not be a Member. At any time that there is more than one Manager, the Managers shall hold Manager meetings at least monthly, at which at least a majority of the Managers must attend in order to establish a quorum of the Managers for such meeting.

Section 3.3 - Limitation of Powers of Manager(s). Notwithstanding the provisions set forth in Section 3.1, the Super Majority shall be required in (a) incurring any debt other than in the ordinary course of business (as determined by the board of Managers in such board's sole but reasonable discretion); (b) selling or encumbering any asset of the Company other than in the ordinary course of business (as determined by the board of Managers in such board's sole but reasonable discretion); (c) entering into any definitive real estate purchase agreement and/or closing on any of same; and/or (d) any proposed merger, consolidation, or reorganization of the Company. Additionally, certain further actions of the Company as set forth in Article IV shall require the affirmative written consent of the Super Majority, and other actions may require further Member consent as expressly set forth herein (including amendment to this Operating Agreement pursuant to Section 10.4 herein).

Section 3.4 - Manager(s) Have No Exclusive Duty to Company. The Manager(s) shall not be required to manage the Company as their sole and exclusive function, and they may have other business interests and may engage in other activities in addition to those relating to the Company.

Section 3.5 - Bank Accounts. The Manager(s) may from time to time open bank accounts in the name of the Company, and the Manager(s) shall be the sole signatories thereon, unless the Manager(s), acting by Consent, determine otherwise.

Section 3.6 - Company Books. In accordance with Section 7.2 herein, the Manager(s) shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request by any Member or Economic Interest Owner beneficially holding at least five (5.0%) percent of the Company Interests (unless otherwise required by applicable law), such Member and/or Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's and/or Economic Interest Owner's expense.

Section 3.7 - Indemnity of Manager(s). The Company shall indemnify the Manager(s) from and against any claim by any third party seeking monetary damages against such Manager arising out of such Manager's performance of his or her duties in good faith in accordance with, and to the fullest extent provided by, the Massachusetts Act.

Section 3.8 - Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 3.9 - Removal. Any Manager may be removed at any time, with or without cause, by the Super Majority. The removal of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 3.10 - Vacancies. Vacancies occurring for any reason in the number of Manager(s) of the Company shall be filled by the affirmative vote or written consent of the Super Majority.

Section 3.11 - Compensation of Manager(s). The Manager(s) shall receive no compensation for their services, except reimbursement for expenses reasonably and actually incurred and directly related to the operation of the Company. The Manager may take a reasonable salary as an employee or officer of the Company commensurate with position, taking into account the size, scope and economic position of the Company.

Section 3.12 - Duty to Devote Time. The Manager(s) hereby acknowledge the provisions of this Article III and the Manager(s)' duty to make certain decisions on behalf of and relating to the Company and to operate the business of the Company pursuant thereto. Accordingly, the Manager(s) will devote such time and attention to the business of the Company as the Manager(s) may reasonably determine from time to time, in such amount of time required as may be deemed reasonably necessary to accomplish the foregoing.

Section 3.13 - Death of Member. In the event of the death of any Member, any/all contractual rights or agreements entered into on behalf of such Member, including rights to the Membership Interests of such deceased Member shall, subject to the Regulations, inure to the benefit of and automatically be transferred to the estate of such deceased Member and/or such deceased Member's spouse and/or immediate family, but such rights will not be otherwise terminated merely because of the death of such Member.

#### ARTICLE IV RIGHTS AND OBLIGATIONS OF MEMBERS

Section 4.1 - Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Massachusetts Act and other applicable law and/or regulation.

Section 4.2 - List of Members. Upon written request of any Member holding at least five (5.0%) percent of the Company Interests (unless otherwise required by applicable law), the Manager(s) shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members.

Section 4.3 - Priority and Return of Capital. Except as may be otherwise expressly provided in this Operating Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section 4.3 shall not apply to repayment of loans made by Members (as distinguished from Capital Contributions) to the Company authorized by the Consent of the Managers which by their respective terms provide for priority or preference. Subject to the foregoing sentence, and for the avoidance of doubt, nothing in this Operating Agreement or the Act to the contrary shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company authorized by the Consent of the Managers.

Section 4.4 - Duty of Loyalty. Subject to the last sentence of this Section 4.4, and the Regulations, the Members may participate in any business or investment activity, without accountability to the Company or any other Member, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Members and Manager are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Members against such Members or Manager or their respective other businesses, for any of the profits thereof and the Company shall not have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Member, directly or indirectly, may engage in any business or investment in any business located in the same municipality where the Company (presently or in the future) operates, which competes with the business of the Company, without the written approval of a majority of the disinterested Members, provided that ownership of less than five (5.0%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 4.4.

Section 4.5 - Company Sale. If at any time both (a) the Consent of Managers, and (b) the Members, acting by Super Majority, elect to sell or exchange all of the Membership Interests owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction then, provided the aggregate gross sales price the Proposed Transferee is offering to acquire one hundred (100%) percent of the Membership Interests of the Company meets or exceeds Two Million and 00/100 (\$2,000,000.00) U.S. Dollars ("Minimum Company Sales Price"), the Company shall have the right (the "Bring-Along Right") to require each other Member of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective Membership Interests, all of the Membership Interests held by such Members. In the absence of a sales price meeting the Minimum Company Sales Price, both (i) the Consent of the Managers and (ii) the Members acting by a seventy-five (75%) percent vote of the Membership Interests shall be required to authorize the Bring-Along Rights contemplated herein. To exercise the Bring-Along Right, the members voting in favor of exercising the Bring-Along Rights as required herein (the "Majority Sellers") shall first give to the Company and each other Member of record a written notice (a "Bring-Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Membership Interests to be sold or exchanged and certifying that such Membership Interests constitute all of the Membership Interests in the Company held by the Majority Sellers; (B) the name and address of the Proposed Transferee; (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer; (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring-Along Right provided for in this Section 4.5 and (y) has agreed to purchase the Membership Interests in accordance with the terms hereof; and (E) the aggregate Membership Interests of each other Member with respect to which the Majority Sellers wish to exercise its Bring-Along Right pursuant hereto. Each Member shall thereafter be obligated to sell to the Proposed Transferee the Membership Interests subject to such Bring-Along Notice, provided that the sale to the Proposed Transferee is consummated within one hundred twenty (120) days of delivery of the Bring-Along Notice. If the sale is not consummated within such one hundred twenty (120) day period, then each affected Member may sell, but shall no longer be obligated to sell, such Member's Membership Interests pursuant to such Bring-Along Notice. The parties acknowledge that the Membership Interests are unique assets and that money damages would be insufficient to in the event a Member breached its obligations hereunder. Accordingly, in the event of any breach by one or more Members of the provisions of this Section 4.5, the Company and the Majority Sellers shall be entitled to seek the remedy of specific performance, in addition to all other remedies available at law or in equity.

Section 4.6 – Future Financings. Financing for debt and/or equitable securities by the Company shall be authorized by the Consent of the Managers. In the event of any prospective (and approved) private financing for debt and/or equitable securities (excluding any approved institutional debt to be entered into by the Company), the Company shall offer a right of first offer to each Member to participate in such proposed financing for up to such Member's pro rata percentage of the Company Interests. Upon Company approval of the terms of a bona fide financing, the Company shall deliver notice (via FedEx, UPS, or other comparable carrier) to each Member along with an opportunity to participate hereunder, and the Company shall allow up to thirty (30) days for such Member to respond in writing to the Company expressing its interest to participate in the financing.

Section 4.7 - Additional Members. From the date of the formation of the Company, and subject at all times to satisfaction of applicable law and the Regulations, any Person or Entity acceptable to the Super Majority and the Consent of the Managers by their written consent may become a Member in the Company either by the issuance by the Company of Membership Interests for such consideration as the Super Majority and the Consent of the Managers by their written consent shall determine, or as a permitted transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement, including the execution of a joinder and counterpart signature page to this Agreement in such form as the board of Managers deems proper. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro-rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

## ARTICLE V CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Section 5.1 - Members' Capital Contributions. The Company Interest of each Member is set forth on Schedule 1 attached hereto.

Section 5.2 - Additional Contributions. Except as set forth in Section 5.1, no Member shall be required to make any additional Capital Contribution. The Manager(s) may determine from time to time that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification or to meet operating deficits). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Company Interests.

### Section 5.3 - Capital Accounts.

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



allocations to the account of such Member's Net Losses. Capital Accounts will be maintained in accordance with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) Upon liquidation of the Company (or the Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation).

(d) Except as otherwise required in the Massachusetts Act (and subject to Section 5.1 and Section 5.2 hereof), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

## ARTICLE VI ALLOCATIONS, INCOME TAX AND DISTRIBUTIONS

### Section 6.1 - Distribution of Available Cash Flow and Net Proceeds of a Capital Transaction.

(a) Subject to the provisions of Section 6.3, Available Cash Flow of the Company, if any, and the net proceeds from any Capital Transaction shall be distributed among the Members from time to time pro-rata according to their respective Membership Interests.

(b) Net proceeds from a Capital Transaction shall be distributed within sixty (60) days after receipt of such proceeds by the Company, including, but not limited to, payments on any promissory notes received as a portion of the proceeds of such Capital Transaction or any other deferred payments with respect to the purchase price paid to the Company in connection with such Capital Transaction.

Section 6.2 - Right of Offset. The Manager(s) shall have the right to apply any Available Cash Flow or other amounts to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such amounts are applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

Section 6.3 -Tax Distributions; Payments to Members for Services Rendered to Company. Subject to the maintenance of reasonable cash Reserves, as determined by the Managers, the Company shall use commercially reasonable efforts to distribute to the Members, prior to the due date for making quarterly federal and state estimated income tax payments, amounts that, in the aggregate, approximate the income taxes payable by each Member with respect to taxable income or gain reasonably expected to be allocated to the Member for the relevant fiscal period, minus the distributions previously received by the Member for such fiscal period under Section 6.1. Distributions shall be determined by using the highest combined marginal federal, state and local income tax rates then applicable to any individual Member of the Company,

based upon the most recent mailing address provided to the Company by such Members, taking into account the type of income allocated (e.g. ordinary income or capital gain) and any previously allocated taxable losses that may offset later taxable income. Distributions under this Section 6.3 shall take priority over those under Section 6.1 of this Agreement. Any payment made under this Section 6.3 to a Member shall be treated as an advance against, and shall reduce dollar-for-dollar, distributions otherwise to be made to such Member under Section 6.1 of this Agreement. Notwithstanding any other provisions hereof, any amounts paid to Members with respect to services rendered to the Company shall be treated as payments under Section 707 of the Code and shall not be deemed to be distributions of Available Cash Flow.

Section 6.4 - Withholding. The Company shall withhold from payments and distributions to a Member and remit to the appropriate government authority any amounts required to be withheld under the Code, Treasury Regulations, or state, local, or foreign tax law. All amounts so withheld shall be treated as paid or distributed, as the case may be, to the Member pursuant to Section 6.3 for all purposes of this Agreement.

Section 6.5 - Audit Adjustments to Company Tax Returns. The Members acknowledge that the Internal Revenue Service (“IRS”) has adopted new policies and procedures related to any audit of Company’s federal income tax returns, effective January 1, 2018. In general terms, the IRS will no longer make audit adjustments at the Company level and then seek payment of any additional taxes, interest, etc. directly from individual Members who were Members of the Company in the year under audit. Rather, the IRS will now make audit adjustments at the Company level and then seek payment of any additional taxes, interest, etc. directly from the Company in the year of the audit, without regard to the fact the identity of Members or their interests in the Company may have changed between the year under audit and the year of an assessment of any additional taxes. In order to address the potential inequities that could arise with respect to the IRS’ new audit procedures, the Members and all future Members hereby agree as follows:

(a) In the event an income tax return of the Company is subject to audit by the IRS and an adjustment to any items of income, deduction or tax credit is proposed by the IRS and agreed to by the Managers acting by Consent of the Managers on behalf of the Company, or such adjustment otherwise becomes a final adjustment to the federal income tax return of the Company (an “Final Audit Adjustment”), then each Person who was a Member of the Company for all or any part of the year to which the Final Audit Adjustment relates hereby agrees to pay to the Company upon written notice from the Company, such Member’s pro-rata share of the Final Audit Adjustment, including any interest and penalties, based upon such Member’s share of profits and losses as of the fiscal year of the Company to which the Final Audit Adjustment relates.

(b) Any such notice from the Company to the Members shall be accompanied by documentation evidencing in reasonable detail the nature and calculation of the Final Audit Adjustment(s) and each Member’s share thereof. The Members acknowledge and agree that this Section 6.5 shall apply notwithstanding any other provisions of this Agreement and shall survive liquidation and dissolution of the Company and the termination of any Member’s Membership Interest in the Company.

Section 6.6 - Allocation of Profits and Losses.

(a) General Allocation. Subject to the remainder of this Section 6.6, for each fiscal period, the Company’s items of income, gain, loss, and deduction shall be allocated among the Members in such a manner that, immediately after giving effect to such allocations, each Member’s Target Capital Account balance, taking into account all contributions by such Member and distributions to such Member equals, as

nearly as possible, the amount of cash, if any, that would be distributed to such Member if (i) all the Company's assets were sold for cash equal to their respective book values (as determined under Treasury Regulations Section 1.704-(b)(2)(iv)), reduced, but not below zero, by the amount of nonrecourse debt to which such assets are subject; (ii) all the Company's liabilities (other than nonrecourse liabilities) were paid in full; and (iii) all the remaining cash were distributed to the Members under Section 6.1.

(b) Allocations Without Economic Effect.

(i) Tax credits, nonrecourse deductions, and other items the allocation of which cannot have economic effect shall be allocated at the discretion of the Managers in a manner consistent with the Treasury Regulations under Code Section 704(b).

(ii) Nonrecourse liabilities, including excess nonrecourse liabilities, shall be allocated at the discretion of the Managers in a manner consistent with the Treasury Regulations under Code Section 752.

(c) Regulatory Allocations. The provisions of the Treasury Regulations under Code Section 704(b) relating to qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, allocations of nonrecourse deductions, allocations with respect to partner nonrecourse debt, and forfeiture allocations with respect to unvested Shares, as well as allocations relating to Section 704(c) of the Code are hereby incorporated by reference and shall be applied to the allocation of income, gain, loss, or deduction in the manner provided in the Treasury Regulations. Notwithstanding anything to the contrary in this Agreement, the Company shall make no allocation of loss or deduction to cause or increase a Member's Adjusted Capital Account deficit, and such loss or deduction shall be allocated to other Member's in accordance with their positive Adjusted Capital Account balances. The Managers may, in their discretion, adjust the subsequent allocations of income, gain, losses, or deduction to prevent distortion of the economic arrangement of the Members, as otherwise described in this Agreement, due to allocations resulting from the foregoing.

(d) Income Tax Allocations.

(i) Unless otherwise determined by the Managers, a Member's distributive share shall be deemed to consist of a pro rata portion of each item of income, gain, loss, or deduction required to be separately stated under Code Section 702(a).

(ii) If the book value of Company property differs from its adjusted tax basis, including but not limited to by reason of a contribution of property to the Company, the revaluation of Company property, or the exercise of an option to acquire an interest in the Company, the Managers shall adjust allocations of income, gain, loss, or deduction for income tax purposes to take into account such difference by any method permitted by the Treasury Regulations under Code Section 704(c).

## ARTICLE VII ACCOUNTING, REPORTS

Section 7.1 - Accounting Period. The Company's accounting period shall be the calendar year.

Section 7.2 - Records, Audits and Reports. The Manager(s) shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

- (a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner and Manager, both past and present;
- (b) A copy of the Certificate of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;
- (c) Copies of the Company's federal, state, and local income tax returns and financial statements for the three (3) most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period;
- (d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;
- (e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;
- (f) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up; and
- (g) Other writings, if any, prepared pursuant to a requirement in this Agreement.

Section 7.3 - Returns and Other Elections. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Members that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws. The Manager(s) shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as soon as practical after the end of the Company's Fiscal Year but, in any event, prior to the date upon which federal and state tax returns are required to be filed by Members. The Manager (or in the case more than one (1) Manager exists, a Super Majority appointed Manager) is hereby designated as the Company's "Partnership Representative" under Code Section 6223(a) and shall have all the powers and responsibilities of such position as provided in the Code. The Partnership Representative is specifically directed and authorized to take whatever steps the Partnership Representative, in its discretion, deems necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under applicable Treasury Regulations. Each Member hereby agrees to cooperate with the Partnership Representative with respect to all matters within its authority as Partnership Representative. Expenses incurred by the Partnership Representative, in its capacity as such, will be borne by the Company. All elections permitted to be made

by the Company under federal or state laws shall be made by the Manager(s) in their sole discretion, provided that the Manager(s) shall make any tax election requested by the Super Majority.

## ARTICLE VIII TRANSFERABILITY

Section 8.1 - General. Except as to a Permitted Transferee or pursuant to Section 4.5, and subject to the Regulations, neither a Member nor an Economic Interest Owner shall have the right to: (a) sell, assign, transfer, pledge, hypothecate, exchange or otherwise transfer for consideration, (collectively, "sell"), or (b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Membership Interest or Economic Interest without the vote or written consent of the Managers and the Super Majority. In the event of either the purchase of the Selling Member's interest in the Company by a third-party purchaser or the gift of an interest in the Company (including an Economic Interest), and as a condition to recognizing the effectiveness and binding nature of any such sale or gift and (subject to Section 8.2, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Managers acting by Consent may deem necessary or desirable to: (i) constitute such purchaser, donee or successor-in-interest as a Member; (ii) confirm that the Person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner); (iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business; (iv) maintain the status of the Company as a partnership for federal tax purposes; and (v) assure compliance with any applicable state and federal laws including securities laws and regulations as well as the Regulations. Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article VIII shall be deemed effective as of the last day of the calendar month in which the Manager's Consent thereto was given, and any approved transfer hereunder requires the transferee to execute a joinder agreement to become subject to and bound by the terms of this Operating Agreement. The Selling Member hereby indemnifies the Company, the Manager(s) and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VIII. A Transferring Member may gift all or any portion of its Membership Interest and Economic Interest without regard to Section 8.1(a) and Section 8.1(b) only to a Permitted Transferee, so long as such Permitted Transferee executes a joinder agreement to become subject to and bound by the terms of this Operating Agreement and so long as the transfer complies with the Regulations.

### Section 8.2 - Transferee Not Member in Absence of a Super Majority and Consent of Managers.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, this Section 8.2), if the Super Majority does not approve, by written consent, of the proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member or a Permitted Transferee immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company nor

to become a Member. Subject to the transfer being permitted and valid under the Regulations, the transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by written consent of the Super Majority) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Subject to the net effect of the following not resulting in a violation of the Regulations, upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

## ARTICLE IX DISSOLUTION

### Section 9.1 - Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the happening of any of the first to occur of the following: (i) the time specified in its Certificate of Organization; (ii) the written consent of at least seventy-five (75%) Percent of the Membership Interests and the Consent of the Managers; or (iii) entry of a court-decreed dissolution under the Massachusetts Act.

(b) As soon as possible following the occurrence of any of the events specified in this Section 9.1 effecting the dissolution of the Company, the Manager(s) shall proceed to wind up the Company's business in accordance with the Massachusetts Act. Notwithstanding anything in this Agreement to the contrary, the Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to the Members, pro-rata, according to their positive Capital Account balances. IN NO EVENT SHALL ANY MEMBER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH MEMBER'S INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

(c) A Member may not voluntarily resign as a Member of the Company without the express written consent of the Super Majority and the Consent of the Managers. Upon any such approved resignation, a Member who resigns shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member.

ARTICLE X  
MISCELLANEOUS PROVISIONS

Section 10.1 - Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 10.2 - Application of Massachusetts Law; Jurisdiction. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically the Massachusetts Act. The Parties hereby irrevocably consent and agree that any matter or dispute of or in any way connected with this Operating Agreement shall be finally decided by the courts of the Commonwealth of Massachusetts.

Section 10.3 - Amendments. This Operating Agreement may not be amended except by the Consent of the Manager and the written consent of at least seventy-five (75%) Percent of the Membership Interests. Any such amendment shall be binding upon the Company, the Managers, and all Members and Economic Interest Owners.

Section 10.4 - Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any applicable laws, rules or regulations (including the Regulations).

Section 10.5 - Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 10.6 - Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 10.7 - Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 10.8 - Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 10.9 - Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this

Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 10.10 - 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 Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 10.11 - Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 10.12 - Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 10.13 - Rule Against Perpetuities. The parties hereto intend that the Rule against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Operating Agreement or with respect to the Membership Interests. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or unenforceable because of the Rule against Perpetuities or any similar rule of law but for this Section 10.13, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one (21) years after the death of the survivor of the group composed of the initial Members who are individuals and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

*[Signature page follows.]*



IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands or caused this instrument to be executed as of the 1<sup>st</sup> day of September, 2020.

**MANAGER:**

DocuSigned by:

*Noah Eisendrath*

8F79B8893BC04ED...

NOAH EISENDRATH

**MEMBERS:**

DocuSigned by:

*Noah Eisendrath*

8F79B8893BC04ED...

NOAH EISENDRATH

DocuSigned by:

*Josh Silver*

C8A42C0A9181459...

JOSH SILVER

DocuSigned by:

*Brendan McKee*

108319DB5028456...

BRENDAN MCKEE

DocuSigned by:

*Josh Ferranto*

607BB9F3B9BC42E...

JOSH FERRANTO

EXHIBIT A

CERTIFICATE OF ORGANIZATION

SCHEDULE 1

Members of MAIN STREET MEDICINALS LLC

<u>Name and Address</u>	<u>Ownership</u>
Noah Eisendrath	<div></div>
Josh Ferranto	
Brendan McKee	
Josh Silver	
<hr/>	
TOTAL	100.0%



**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

**Annual Report**

(General Laws, Chapter )

**Identification Number:** 001380240

**Annual Report Filing Year:** 2020

**1.a. Exact name of the limited liability company:** MAIN STREET MEDICINALS LLC

**1.b. The exact name of the limited liability company as amended, is:** MAIN STREET MEDICINALS LLC

**2a. Location of its principal office:**

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

TO OWN AND/OR OPERATE MARIJUANA ESTABLISHMENT(S) AND/OR MARIJUANA TREATMENT CENTER(S) AS SUCH TERMS ARE DEFINED IN THE CODE OF MASSACHUSETTS REGULATIONS (CMR), 900 CMR 500 AND 900 CMR 501, AND FOR ANY OTHER LAWFUL PURPOSES AN CILLARY OR INCIDENTAL THERETO.

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

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

Name: NORTHWEST REGISTERED AGENT SERVICE INC.  
 No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

**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	NOAH EISENDRATH	12 RICE SPRING LANE WAYLAND, MA 01778 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**9. Additional matters:**

THE PURPOSE OF THE ENTITY AS DEFINED IN PARAGRAPH 3 OF THE CERTIFICATE OF ORGANIZATION IS CHANGED FROM "FORMING FOR THE PURPOSE OF APPLYING FOR A MARIJUANA LICENSE AND WILL NOT DEAL OR DO ANY BUSINESS WITH MARIJUANA" TO "TO OWN AND/OR OPERATE MARIJUANA ESTABLISHMENT(S) AND/OR MARIJUANA TREATMENT CENTER(S) AS SUCH TERMS ARE DEFINED IN THE CODE OF MASSACHUSETTS REGULATIONS (CMR), 900 CMR 500 AND 900 CMR 501, AND FOR ANY OTHER LAWFUL PURPOSES ANCILLARY OR INCIDENTAL THERETO".

**SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of May, 2020,  
NOAH EISENDRATH , Signature of Authorized Signatory.**

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:

May 12, 2020 03:09 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*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001380240

The date of filing of the original certificate of organization: 4/23/2019

1.a. Exact name of the limited liability company: MAIN STREET MEDICINALS LLC

1.b. The exact name of the limited liability company *as amended*, is: MAIN STREET MEDICINALS LLC

**2a. Location of its principal office:**

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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

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

Name: NORTHWEST REGISTERED AGENT SERVICE INC.  
 No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

**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	NOAH EISENDRATH	12 RICE SPRING LANE WAYLAND, MA 01778 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code

**9. Additional matters:**

**10. State the amendments to the certificate:**  
CHANGING THE MANAGER FROM EZRA HAGERTY TO: NOAH EISENDRATH 12 RICE SPRING LANE WAYLAND, MA 01778

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of September, 2019,**  
NOAH EISENDRATH , Signature of Authorized Signatory.



THE COMMONWEALTH OF MASSACHUSETTS

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

September 17, 2019 02:34 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*



**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: 001380240

1. The exact name of the limited liability company is: MAIN STREET MEDICINALS LLC

**2a. Location of its principal office:**

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

FORMING FOR THE PURPOSE OF APPLYING FOR A MARIJUANA LICENSE AND WILL NOT DEAL OR DO ANY BUSINESS WITH MARIJUANA.

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

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

Name: NORTHWEST REGISTERED AGENT SERVICE INC.  
 No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, TOM GLOVER OF NORTHWEST REGISTERED AGENT SERVICE INC. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	EZRA HAGERTY	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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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

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of April, 2019,**  
**MORGAN NOBLE**  
*(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:

April 23, 2019 04:06 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*



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

William Francis Galvin  
Secretary of the  
Commonwealth

February 10, 2021

TO WHOM IT MAY CONCERN:

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

**MAIN STREET MEDICINALS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 23, 2019.**

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: **NOAH EISENDRATH**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L0963507520  
Notice Date: January 29, 2021  
Case ID: 0-001-086-016



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MAIN STREET MEDICINALS LLC  
12 RICE SPRING LN  
WAYLAND MA 01778-3510

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

The Commissioner of Revenue certifies that, as of the date of this certificate, MAIN STREET MEDICINALS 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



Charles D. Baker  
GOVERNOR  
Karyn E. Polito  
LT. GOVERNOR

DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



318814945

Rosalin Acosta  
SECRETARY  
Richard A. Jeffers  
DIRECTOR

MAIN STREET MEDICINALS LLC  
12 RICE SPRING LN  
WAYLAND, MA 01778-3510

EAN: 22187244  
February 11, 2021

Certificate Id:45427

The Department of Unemployment Assistance certifies that as of 2/11/2021 ,MAIN STREET MEDICINALS LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

# **Main Street Medicinals LLC**

## **Business Plan**

### **Outline**

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- 1) Executive Summary
- 2) Market Analysis
- 3) Organization & Management
- 4) Products
- 5) Marketing
- 6) Growth
- 7) Financial Projections

### **Executive Summary**

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This Business Plan relates to Main Street Medicinals LLC's ("MSM") plan to open a Marijuana Retailer, Marijuana Cultivator and Marijuana Manufacturing Facility pursuant to the State of Massachusetts' Adult-Use of Marijuana laws.

MSM is seeking to license a vertically integrated cultivation, production and retail location at 65 Mechanics' Street in Tisbury, MA.

Our work force will be trained to operate within the framework of our company's corporate culture and also to meet the needs of all our customers.

MSM will ensure that all our customers are provided with compassionate treatment whenever they visit our store. We have a CRM software that will enable us manage one on one relationships with our customers no matter how large the number of our customer base grows. In regards to the products we offer, we will ensure that we educate our customers and suggest the best product/s relative to their symptoms.

### **Our Products**

MSM will retail a wide range of marijuana flower and marijuana infused products, i.e. edibles, distillates, concentrates, oils, and topical creams. We will only enter into agreements for the wholesale purchase of marijuana from licensed cultivators.

### **Our Vision Statement**

Our vision is to provide the highest quality marijuana products for our customers and serve the communities we operate in.

### **Our Mission Statement**



## **Main Street Medicinals LLC**

Our mission is to establish a premier Marijuana Establishment that will sell only the highest quality marijuana and marijuana infused products made available at affordable prices to the residents and visitors of Tisbury and surrounding areas.

### **Business Structure**

MSM is a business that will be built on a solid foundation of compassion and ethics. From the outset, we have decided to recruit only qualified people to take on the various job positions in our organization. We will, of course, operate within the rules and regulations set forth by the CCC. We are recruiting experienced and qualified employees to be the foundational staff of the organization. We hope to leverage on their expertise to build our business and brand as the premier marijuana dispensary in the area.

When hiring, we will look for applicants that are not just qualified and experienced, but honest, customer centric and willing to learn. Our team will help us build a prosperous business that will benefit all stake holders (the owners, workforce, and customers). We are considering a profit-sharing arrangement that will be made available to all of our management team. It will be performance based for a period of three years or more.

### **Market Analysis**

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#### **Market Trends**

Cannabis industry analysts see major potential for the Massachusetts marijuana market. Adult-Use Marijuana sales, which began on November 20, 2018, exceed \$1.2 billion statewide, bringing in approximately \$240 million in state and local tax revenue.

The Department of Revenue issued an analysis in March of 2017 examining potential sales and tax revenue scenarios, including potential outcomes under the effective 12 percent tax rate that was still on the table at that time. Under the 12 percent tax, the DOR projected first year sales could range from \$375 million to \$696 million, and by fiscal 2020 would reach a range of \$747 million to \$1.38 billion.

The March 9<sup>th</sup> analysis did not include projections under a 20 percent effective tax rate, but forecast that under a rate of 22 percent, fiscal 2020 cannabis sales would be approximately \$1 billion, with a projected low of \$716 million and a high of \$1.33 billion.

Tom Adams, of ArcView Market Research, said that in addition to seeing \$1.2 billion in sales by 2021, his organization projects that the legal cannabis industry will generate \$2.3 billion in total economic activity in Massachusetts, including nearly 17,400 pot industry jobs statewide.

## **Main Street Medicinals LLC**

The industry will continue to grow and become more profitable due to the aging baby-boomer generation in the United States which is projected to drive increasing demand for marijuana.

Existing marijuana dispensary stores are now making use of technology to effectively manage their business by plugging financial leakages which happens to be one of the biggest challenges that retail businesses face. The use of technology, i.e. CRM software is very effective in helping retail businesses manage their clientele base.

### **Our Target Market**

It should come as no surprise that the majority of respondents are between the ages of 21-35. What is significant is that a combined 32.52% of adults 45 years or older consume Cannabis. This signifies that Cannabis consumers are professional adults and not those types that are stereotypically portrayed as misguided and unmotivated young adults. When adding in the 36–45-year-old group, a total of 58.27% of cannabis consumers are in the age group of professional adults. Another important thing to consider is that baby boomers, those born between 1946 and 1964, are reaching retirement and by 2030, all of them will be over the age of 65. According to analysts, combined, people between the ages of 46 – 65 make up 28.76% of Cannabis consumers. This demographic is already looking to alternative therapies to manage symptoms of the various age-related ailments and diseases, including. In fact, baby boomers are the fastest growing Cannabis consumers with a NYU study reporting a 71% increase in usage by those over the age of 50 during 2006 – 2013.

### **Our Competitive Advantage**

In every business there is competition, however, we believe we possess several strengths that will allow us to be successful.

In this industry, the competitive dynamics center around the quality of cannabis dispensed, the service offered, the location, discounts offered for the products, and the branding, as this plays a significant role in positive perception.

It is through our customer service that we can secure a fair share of the available market. We will ensure that all customers are educated, and that each order is properly dispensed under the State's guidelines with informational printouts.

MSM is entering into the market prepared to favorably compete in the industry. Our storefronts are well positioned and visible. We will have plenty of parking and shuttle services available with qualified security. Our management staff is well groomed in retail/hospitality and all our employees will be trained to provide customized customer service to all of our clients.

# **Main Street Medicinals LLC**

## **Organization & Management**

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All staff and management positions will be filled by qualified applicants who have been approved by the CCC as qualified agents of MSM.

The following positions will be available at Main Street Medicinals LLC;

### **Retail Dispensaries**

- Store Manager (supervising all operations)
- Security Manager (supervising all security related matters)
- Parking & Shuttle Services/Staff
- Reception/Check-in Agent
- Registered Sales Agents
- Data & Marketing Manager
- Information Technologist

### **Roles and Responsibilities**

**The responsibilities of each position within the dispensary will be broken down as detailed below.**

#### **Retail Dispensaries**

##### **Store Manager:**

- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines)
- Ensures that goods and products are properly arranged
- Responsible for processing orders
- Responsible for sterilizing the counter tops, scales, and other measuring devices
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry
- Performs monthly inventory counts, file paperwork, and stock inventory
- Responsible for managing the daily activities in the company (dispensary store)

## **Main Street Medicinals LLC**

- Responsible for recruiting, training and managing staff
- Responsible for managing the organizations' budgets
- Responsible for keeping statistical and financial records
- Responsible for preparing publicity materials and displays
- Handles marketing services
- Interfaces with third – party providers (vendors)
- Controls the sales floor inventory
- Supervises the entire sales staff and workforce
- Handles any other duty as assigned by the CEO

### **Security Manager:**

- Responsible for managing all security matters.
- Responsible for compliance with State security protocols.
- Responsible for continued education on security training and best practices of MSM staff and management.
- Will work with local police to ensure all parties are satisfied with security protocols.

### **Reception/Check-in Agent:**

- Responsible for ensuring only customers 21 years of age or older are checked-in and allowed into the building.

### **Registered Sales Agents:**

- Greets with our customers with a smile and compassion
- Listen to the needs of each customer to best educate and recommend products
- Receives payments on behalf of the organization
- Issues receipt to customers
- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines)
- Ensures that goods and products are properly arranged
- Responsible for processing orders

## **Main Street Medicinals LLC**

- Responsible for sterilizing the counter tops, scales, and other measuring devices
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry
- Performs monthly inventory counts, file paperwork, and stock inventory
- Handles any other duty as assigned by the floor manager

### **Transportation Agents:**

- Keeps manifest for all pickup and drop offs.
- Observes inventory tracking procedures.
- Observes safety protocol for deliveries

### **Data & Marketing Manager:**

- Manages external research and coordinates all the internal sources of information to retain the organizations' best customers and attract new ones
- Models demographic information and analyzes the volumes of transactional data generated by customer purchases
- Sources for clients for the company
- Responsible for promoting the company's image
- Responsible for creating marketing and sales strategies, etc.
- Represents the organization in some strategic business meetings
- Handles any other duty as assigned by ownership/the store manager

### **Information Technologist:**

- Manages the organization website
- Handles ecommerce aspect of the business
- Responsible for installing and maintenance of computer software and hardware for the organization
- Manages logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems
- Manages the organization's CCTV

## **Main Street Medicinals LLC**

- Handles any other technological and IT related duties

### **Products**

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As described herein, MSM is seeking licensure of a vertically integrated marijuana establishment and upon opening will supply itself with all of its own marijuana and marijuana products. The core product as a licensed cannabis cultivator will be marijuana flower which will come in a variety of different strains. Aside from providing marijuana flower, MSM will manufacture and retail a wide range of marijuana infused edibles, distillates, concentrates, oils, and topical creams.

### **Marketing**

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The marketing and sales strategy of MSM will be based on generating long-term personalized relationships with customers. We will ensure that we offer the highest quality product at fair pricing.

All of our employees will be well trained and equipped to provide excellent and knowledgeable customer service. We know that if we are consistent with offering high quality marijuana and excellent customer service, we will consistently increase our customer base.

Before choosing a location for our establishment, we conducted a thorough market survey and feasibility studies confirming the ability for us to penetrate the available market and become the preferred market choice.

We have hired experts who have a solid understanding of the retail industry to help us develop marketing strategies that will allow us to achieve our business goal of winning a larger percentage of the available market in Martha's Vineyard. Hiring these groups in marketing and data management is a wise investment that will guarantee a large return within a short period of time.

In summary, MSM will adopt the following informational and marketing approach to communicate with the community we will serve;

- Introduce our business by offering informational sessions to residents, business owners and organizations
- Responsibly advertise our business where permitted

## **Main Street Medicinals LLC**

- Engage in email segmentation and marketing with our customers
- Encourage and leverage word of mouth marketing (referrals)
- Offer a Reserve Ahead Online option for convenience and efficiency

### *Publicity and Advertising Strategy*

We will constantly attempt to intensify public awareness for our business within the guidelines for advertising set forth by the State regulatory agencies. We are going to explore all available conventional and non – conventional means to promote our retail business.

Our publicity and advertising strategy is to responsibly and effectively communicate our brand to the general public. Below are the platforms we intend to leverage in order to promote and advertise MSM;

- Place adverts on both print (community-based newspapers and magazines) and electronic media platforms
- Sponsor relevant community programs
- Leverage social media platforms like; Instagram, Facebook, twitter, YouTube, Google +

### **Our Pricing Strategy**

It would be short-sighted to fix pricing without first determining other factors that surround costing. This is one of the reasons why we will work towards ensuring that all our products are offered at highly competitive prices compared to what is obtainable in the market area.

Although we may offer our products at lower prices than our competitors does not in any way mean that we will sell sub – standard products. Selling our products at a lower price than what is obtainable in our competitors' stores means that we will only reduce our profit margin and gain sales margin.

### **Growth**

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It is the wish of any business to become so successful that there is a good succession plan to act upon. More often than not, having a good succession plan will help you know the direction your business is headed. As such, the future of a business lies in the number of loyal customers, the capacity and competence of the employees, their investment strategy, and the business structure.

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One of our major goals in starting MSM is to build a business that will survive off its own cash flow without the need for injecting finances from external sources once the business is officially up and running. We know that one of the ways of gaining approval and winning customers over is to sell our product cheaper than what is currently obtainable in the market. We are well prepared to survive on lower-than-normal profit margins.

MSM will implement the correct foundation, structures, and processes to ensure that our staff is well taken of. Our company's corporate culture is designed to drive our business to greater heights and training and re – training of our workforce is a top priority. A profit-sharing arrangement will be made available to all our management staff and it will be based on their performance for a period of three years or more. We know that with this policy, we will be able to successfully hire and retain the best team we can get in the industry; they will be more committed to help us build a sustainable business.

### **Financial Projections**

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#### **Sources of Income**

Our source of income will be in the retailing and wholesaling of marijuana and marijuana infused products.

#### **Sales Forecast**

One of the true marks of an effective entrepreneur is being able to forecast sales based on the magnitude of work that has been put into the business. It is important to state that our sales forecast is based on the data gathered during our feasibility studies, market survey, and also some of the assumptions readily available in the field.

Projections for the first three years of operation have been prepared and are on file with MSM's Chief Financial Officer. MSM's financial projections the confidential information of the company and may fairly be considered to be a "trade secret". As such, MSM is prohibited from disclosing such information in any document which may become publicly available pursuant to a Freedom of Information Request.



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### **Plan for Obtaining Liability Insurance**

Main Street Medicinals LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

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

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

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

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

## **Main Street Medicinals LLC**

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

Currently, Main Street Medicinals LLC (the “**Company**”) is only applying for Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location. Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of Medical Marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

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

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

The Company shall physically separate medical and adult-use sales areas. Subject to final approval by the Commission, such separation shall be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that adequately separates sales areas of marijuana or marijuana products for medical use from sales areas of marijuana or marijuana products for adult use for the purpose of patient confidentiality.

The Company shall provide for separate lines for sales of marijuana or marijuana products for medical use from marijuana or marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card shall be permitted to use either line and shall not be limited only to the medical use line so long as compliance with 935 CMR 501.105(5)(d) can be maintained.

The Company shall adopt separate accounting practices at the point-of-sale for medical and adult-use sales and implement procedures for virtual, i.e., electronic, separation of medical and adult use marijuana and marijuana products, which procedures shall be subject to the Commission’s approvals, but may include the use of plant or package tags in the seed-to-sale tracking system.

The Company shall additionally provide a patient consultation area, an area that is separate from the sales floor to allow for confidential visual and auditory consultation with qualifying patients.

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Such consultation area shall have signage stating “Consultation Area”, be separate from the sales area, and accessible by a qualifying patient or caregiver without having to traverse a limited access area.

The Company shall also use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

Pursuant to 935 CMR 500.140(15) the Company shall, as a co-located Medical Marijuana Treatment Center and Marijuana Establishment (together a “Co-located Marijuana Establishment” or “CMO”), strive to ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: *Medical Use of Marijuana*. The Company is constantly working to ensure that, at a minimum, its medical marijuana customers have access to a mirrored assortment of products as are available to its adult-use customers.

In furtherance of this goal and in an effort to maintain compliance with 935 CMR 500.000 *et. seq.* and 935 CMR 501.000 *et. seq.*, as the same may be amended from time to time, the Company shall establish an Internal Review Committee (the “**Committee**”) to ensure that a sufficient Patient Supply is maintained and to ensure that any time a product must be discontinued that all applicable regulations are followed and its patient population is made aware of the product change.

The Internal Review Committee Members are:

The Company shall implement the following policies and procedures in furtherance of this policy:

1. The Company shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000 that is sufficient to meet the demand indicated by an analysis of sales data for the preceding six (6) months as collected and recorded pursuant to 935 CMR 500.140(6) and its *Record Retention Policy*, which policy shall be incorporated herein by reference.
2. On a bi-annual basis, the Company shall maintain and provide to the Commission, accurate sales data collected by the it for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(15)
3. Marijuana products reserved for patient supply shall, unless determined to be unreasonably impracticable by the Committee, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If the Committee determines that a product must be discontinued, or it is unreasonably impracticable to continue to stock those products, a reasonable substitution shall be made pursuant to this policy. In the event that a substitution must be made, the substitution shall reflect, as closely as reasonably practicable, the type and strain no longer available.
4. On a quarterly basis, the Company shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the

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reserved patient supply is exhausted and a reasonable substitution cannot be made, the Company shall submit a report to the Commission in a form determined by the Commission.

5. Marijuana products reserved for patient supply shall be either maintained on site at the retailer or easily accessible at another Company location.
6. If a Marijuana product, reserved for patient supply, has been exhausted and the reserves are available, but maintained at another Company location, an adequate amount of reserved product shall be transferred to the retail location within 48 hours of notification that the on-site supply has been exhausted.
7. The Company shall perform audits of patient supply available at its Marijuana Retailer locations on a weekly basis and retain those records for a period of six months.
8. All records and reports produced by the Committee shall be available for Commission inspection at any time.
9. If deemed appropriate by the Committee, Company staff or management, the Company shall transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration, provided that the product does not pose a risk to health or safety.

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

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### **Restricting Access to Age 21 and Older**

Main Street Medicinals LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

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

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

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

Currently, the Company is only applying for Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location.

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3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older

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and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

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

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### Quality Control and Testing for Contaminants

#### Testing of Marijuana

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

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

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

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

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

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

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

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

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

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

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

### Handling of Marijuana

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

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



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1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
  - i. Maintaining adequate personal cleanliness; and
  - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area

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containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;

11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
  12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

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

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### Personnel Policies Including Background Checks

Main Street Medicinals LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

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

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

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

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

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

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

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

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

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

### Staffing Plan

#### Executive Level:

- CEO;
- CFO; and
- COO.

#### Management Level:

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

#### Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Cultivation and Production Associates

#### Consultant Level

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

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

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### Record Keeping Procedures

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

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



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

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

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

It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

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

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### Maintaining of Financial Records

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

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

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

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

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

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

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

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### Diversity Plan

Main Street Medicinals LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

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

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

#### Goals:

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 49.2% and Minorities 25.2%<sup>1</sup>.**
- (2) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity.**

#### Programs:

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

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

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<sup>1</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

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- The Company shall require that one hundred percent (100%) of its employees receive education on diversity, implicit biases and sensitivity within the first ninety (90) days of employment and once annually thereafter. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

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

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

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

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

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

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### Employee Qualifications and Training

Main Street Medicinals LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

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

Company Training Policies shall be as follows:

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

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

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



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

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

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

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

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### Energy Compliance Plan

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

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

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

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

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

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compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

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

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.

## Main Street Medicinals LLC

### Safety Plan

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

(a) shall furnish to each of its employees, employment, and a place of employment, free from recognized hazards that are causing, or are likely to cause, death or serious physical harm;

(b) in compliance with occupational safety and health standards promulgated under OSHA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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