



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282775  
Original Issued Date: 02/23/2021  
Issued Date: 02/23/2021  
Expiration Date: 02/23/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: New England Regional Dispensary LLC

Phone Number: 413-464-1931 Email Address: chadcellana@gmail.com

Business Address 1: 34 Cross Road

Business Address 2:

Business City: Clarksburg

Business State: MA

Business Zip Code: 01247

Mailing Address 1: 65 Furnace St

Mailing Address 2:

Mailing City: North Adams

Mailing State: MA

Mailing Zip Code: 01247

### 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: 90

Percentage Of Control: 90

Role: Manager

Other Role:

First Name: Chad

Last Name: Cellana

Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10 Percentage Of Control: 10

Role: Board Member Other Role:

First Name: John Last Name: Cellana Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: John Last Name: Cellana Suffix:

Types of Capital: Land Other Type of Capital: Total Value of the Capital Provided: \$123600 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 34 Cross Road

Establishment Address 2:

Establishment City: Clarksburg Establishment Zip Code: 01247

Approximate square footage of the Establishment: 12000 How many abutters does this property have?: 35

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

Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community	HCAcertificationform.pdf	pdf	5f75e50fe4c06f07e61d2424	10/01/2020

Agreement					
Plan to Remain Compliant with Local Zoning	NERD Plan to Remain Compliant with Local Zoning.pdf	pdf	5f75e75f5f18f707b2bf1a3c	10/01/2020	
Community Outreach Meeting Documentation	NERD Community Outreach Packet.pdf	pdf	5faed9fb5b823307b79b7b6a	11/13/2020	

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	REVISED Positive Impact Plan - NERD (1).pdf	pdf	5fc6a1a6301ec4074f7543de	12/01/2020
Other	updated MRCC letter for NERD.pdf	pdf	5fc6a1b55ea0dd0748179f45	12/01/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Manager Other Role:  
 First Name: Chad Last Name: Cellana Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 2

Role: Board Member Other Role:  
 First Name: John Last Name: Cellana 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	Operating Agreement 11.11.20 (1).pdf	pdf	5faedc8508242707d4a78b94	11/13/2020
Secretary of Commonwealth - Certificate of Good Standing	CERTofGS (1).pdf	pdf	5faedc8d75aac308359adbbf	11/13/2020
Department of Revenue - Certificate of Good standing	DORcogs.pdf	pdf	5faedc8edd2d7407bedece58	11/13/2020
Bylaws	UnemploymentAttestation.pdf	pdf	5faedc90a75869080486ced5	11/13/2020
Articles of Organization	NERD Articles of Incorporation.pdf	pdf	5faedd4a6e60eb07f57f31e6	11/13/2020

No documents uploaded

Massachusetts Business Identification Number: 001399383

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	insuranceinfo.pdf	pdf	5faeddf675aac308359addcc	11/13/2020
Business Plan	NERD Business Plan (1).pdf	pdf	5faeddf8dd2d7407bedece5f	11/13/2020
Proposed Timeline	NERDtimeline.pdf	pdf	5faede3f08242707d4a78b9f	11/13/2020

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	NERD - Prevention of Diversion.pdf	pdf	5faedf6e4a2789086108e276	11/13/2020
Security plan	NERD - Security Plan.pdf	pdf	5faedf6fdf85ec07dfb89f34	11/13/2020
Restricting Access to age 21 and older	NERD - Restricting Access to age 21 and older.pdf	pdf	5faedf7157d9d707ee4d94ff	11/13/2020
Policies and Procedures for cultivating.	NERD - Policies and Procedures for Cultivating (1).pdf	pdf	5faedf736e60eb07f57f31f8	11/13/2020
Quality control and testing	NERD - Quality Control and Testing.pdf	pdf	5faedf915b823307b79b7b87	11/13/2020
Inventory procedures	NERD - Inventory Procedures.pdf	pdf	5faedf930daeb60847fad035	11/13/2020
Transportation of marijuana	NERD - Transportation of Marijuana.pdf	pdf	5faedf94dfcf9f07cd945d2f	11/13/2020
Storage of marijuana	NERD - Storage.pdf	pdf	5faedf96edc7d60856d98334	11/13/2020
Qualifications and training	NERD - Qualifications and Training.pdf	pdf	5faedfbaedc7d60856d98338	11/13/2020
Maintaining of financial records	NERD - Maintaining of Financial Records.pdf	pdf	5faedfbcdf85ec07dfb89f38	11/13/2020
Record Keeping procedures	NERD - Record Keeping Procedures.pdf	pdf	5faedfbdbd0d8e081433dce0	11/13/2020
Personnel policies including background checks	NERD - Personnel Policies Including Background Checks.pdf	pdf	5faedfbfdd2d7407bedece78	11/13/2020
Diversity plan	10-28-2020 DRAFT Diversity Plan - NERD.pdf	pdf	5faedfcba75869080486cef0	11/13/2020
Energy Compliance Plan	New England Regional Dispensary Energy Compliance Plan.pdf	pdf	5faedfe308242707d4a78bad	11/13/2020

#### ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close



associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 8:00 PM
Tuesday From: 7:00 AM	Tuesday To: 8:00 PM
Wednesday From: 7:00 AM	Wednesday To: 8:00 PM
Thursday From: 7:00 AM	Thursday To: 8:00 PM
Friday From: 7:00 AM	Friday To: 8:00 PM
Saturday From: 7:00 AM	Saturday To: 8:00 PM
Sunday From: 7:00 AM	Sunday To: 8:00 PM

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

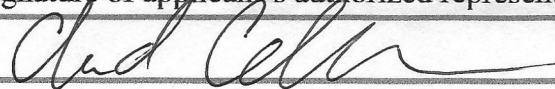
1. Name of applicant:

New England Regional Dispensary LLC

2. Name of applicant's authorized representative:

Chad Cellana

3. Signature of applicant's authorized representative:



4. Name of municipality:

CLARKSBURG

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

Board of Selectmen and Town Administrator

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

Rebecca Stone, Town Administrator, Authorized Representative

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

townadministrator@clarksburgma.gov

8. Host community agreement execution date:

May 6, 2020

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

### **Zoning By-Law Section 8.11; Clarksburg Planning Board for Special Permit for a Marijuana Cultivator and Zoning District.**

The New England Regional Dispensary, LLC, (“NERD”) proposed Licensed Marijuana Establishment meets the Town of Clarksburg’s definition of Marijuana Cultivator, in Clarksburg’s Zoning By-law.

A Marijuana Cultivator is defined as “An entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments, and to transfer marijuana to other marijuana establishments but not consumers.” New England Dispensary meets this definition.

A Licensed Marijuana Establishment is defined as “A marijuana cultivator, testing laboratory, marijuana product manufacturer, marijuana retailer, or any other type of licensed marijuana-related business” in the town of Clarksburg’s By-law. New England Dispensary meets this definition.

The proposed New England Dispensary is located at 34 Cross Road, Clarksburg, within the Industrial zoning district I-1. The subject site is located within the required zoning district allowed by the special permit granting authority from the Clarksburg Select Board which a special permit will be duly submitted, obtained, and maintained by New England Dispensary.

The time frame for New England Dispensary’s obtaining this special permit is as follows: Approximately thirty (30) days for the Applicant to prepare their application; approximately thirty (30) days for publishing and posting of public notice of the hearing date (application must be heard by the Planning Board within sixty-five (65) days in accordance with MGL 40A, §9). The first publication is not to be less than fourteen (14) days before the day of the hearing and by posting such notice in a conspicuous place in the Town Hall for a period of no less than fourteen (14) days of such hearing and by mailing it to “Parties in Interest” as provided in M.G.L. c. 40A, Section 11. (this includes the Planning Board and the Planning Board of every abutting municipality, the petitioner, abutters, owners of land directly opposite on any public or private street or way, and owners of land within three hundred feet of the property line, all as they appear on the most recent applicable tax list.) The Planning Board, within ten (10) days after receipt of the application for a Special Permit shall transmit the copies over to the designated agencies in the Town. Approximately thirty (30) days for the final decision (decision must be rendered within ninety (90) days by MGL 40A, S.9.); following the filing of final decision within ninety (90) days with the Planning Board, there is a statutory twenty (20) day appeal period. The total timeframe is approximately 150 days.

The following special permit granting criteria shall be met per special permit granting provisions for a marijuana Cultivator.

The site is located within an Industrial zoning district (I-1) as New England Dispensary holds site control at 34 Cross Road and, according to the by-law, this zone and by virtue, thereof this location, is suitable to minimize the adverse impacts of the marijuana cultivator on adjacent properties, residential neighborhoods, schools, playgrounds, and other locations where minors

congregate by regulating the siting, design placement, security and removal of marijuana cultivator.

**Physical and Locational Requirements:**

- a. All aspects of the marijuana cultivator must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the premises. NERD shall comply with this requirement as it is utilizing an existing building and will renovate as needed to ensure compliance.
- b. Outside storage of marijuana, marijuana products, related supplies, or educational materials is prohibited. NERD shall comply as the existing building is to be refurbished and is large enough for secured interior storage.
- c. No sign will use moving parts, noise-making devices or blinking, rotating or flashing neon lights, or lights changing in intensity, and no sign will be placed on any building or structure. Further, no sign shall be located off the premises, except directional, informational, or identification sign that has been approved by the Planning Board. Any free-standing sign will not be closer to the front property line than one-half the depth of the required front yard. In addition, Licensed Marijuana Establishment will not use billboards. NERD shall comply with the foregoing at this location.
- d. The marijuana cultivator will not be located within 500 feet of a school, including public or private elementary school or secondary school. Pursuant to 935 CMR 500.110(3), the distance shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the marijuana cultivator is or will be located. NERD shall comply with the regulation.

Application: As required under Section 6 of this Zoning By-Law, the general criteria for an application for a Special Permit shall be submitted to the Planning Board and shall include:

- a. Compliance – The licensed marijuana establishment shall be in compliance with all provisions and requirements of this by-law and abide by its general intent and purpose. NERD shall comply with this requirement.
- b. Water Usage – The licensed marijuana establishment will not overload any public water, draining or sewer system or any other municipal facility to such an extent that the proposed use or any existing use in the immediate area or in any other area of the town will be unduly subjected to hazards affect public health, safety or general welfare. NERD shall comply with the requirements established in this provision.
- c. Nuisance – The proposed marijuana cultivator will not be detrimental to adjacent uses or to the established or future character of the neighboring area. Also, the establishment will not constitute a nuisance due to air or water pollution, flood, dust, noise, vibration, lights, or visually offensive structures and accessories. NERD shall comply.

d. Conditions, Safeguards, and Limitations – At which time the Special Permit granting authority determines, the additional need for safeguards shall include the following: front, side, and rear yards greater than the minimum required; limitations upon the size, number, and occupants, method and time of operation, the time duration of the permit, or extent of facilities; regulation of number or location of driveways, or other traffic features; and off-street parking or loading. NERD shall comply with the above regulation when the special permit granting authority expresses the need to do so.

e. Site Plan – Six copies of a detailed site plan shall be submitted with the criteria set out in Section 6 of the Special Permit application process. Whereby the site plans will be prepared by a registered architect, landscape architect, professional engineer, or registered land surveyor. It will include: i. The name of the project, date, north arrow, and scale of the plan; ii. location and boundaries of the lot, any proposed lot lines, easements, and rights-of-way, abutting land uses, and location and use of structures within three hundred (300) feet of the site. iii. existing and proposed topography including contours, location of wetlands, streams, water bodies, drainage swales, 100-year floodplain, and unique natural features. iv. Location, size, and height of all proposed and existing structures and buildings together with schematic elevations. v. Location, dimension, height, and characteristics of all signs. vi. Complete proposed landscaping, including but not limited to a grading and planting plan and the location and description of screening and fencing. vii. Location and extent of any proposed open space. viii. Location, size, and type of all utilities, sewage disposal systems, water supply storm drainage systems, and refuse and other waste disposal methods. ix. Location, size and number of parking spaces of parking lots and loading areas, of entrances, exits, aisles, circulation patterns, directional signage, and walkways including: A written statement describing in detail the parking generating characteristics of the land use, including the number of employees expected on the largest work shift; a plan. Drawn to scale showing the various uses within respective floor areas of the building or structure. x. Location, height, intensity, and bulb type of all external lighting features, and methods to eliminate glare onto adjoining properties must also be shown. NERD shall comply with all of the foregoing and will be seeking engineering firms to assist with site plan preparation.

f. Evidence that the applicant has site control and the right to use the site for a licensed marijuana establishment in the form of a deed, valid lease, or purchase and sale agreement or a notarized statement from the property owner certifying the applicant has firm site control. NERD shall comply.

Special Permit Criteria in granting a Special Permit for a licensed marijuana establishment, in addition to the general criteria for issuance of a Special Permit as set forth in Section 8.11(F) of this Zoning By-Law, the Planning Board shall find the following criteria are met.

a. Site Plan – In addition to the foregoing site plan requirements, the site plan will also include the names, mailing addresses, phone numbers, email addresses, and signatures of the applicant, owner, and operator. The Licensed Marijuana Establishment shall also provide a physical address and the map, lot, and block number of the proposed site. The Site Plan shall also include the security plan required to ensure the safety of employees, patrons, and the public to protect the premises from theft or other criminal activity. The security plan shall be reviewed and approved by the local Police Chief, or other designee and shall certify that the department has reviewed and deemed acceptable the Applicant's full security plan for the proposed facility. The site plan should indicate the details

showing all the proposed exterior security measures for the premises including the following elements, only if deemed necessary by the police chief: i. An interior floor plan; ii. exterior lighting; iii. fencing; iv. gates; v. alarms; vi. and additional security measures not listed above. NERD understands the foregoing regulation and shall comply with the requirements.

b. Traffic Analysis – A quantitative analysis, prepared by a qualified transportation specialist acceptable to the Planning Board. The analysis shall include traffic generation, circulation, and off-street parking demand to determine the sufficiency of parking and optimum configuration for site ingress and egress. NERD shall comply and will be preparing this analysis. Based on the location of the cultivation facility (34 Cross Road) there shall be no adverse impact resulting from NERD's cultivation establishment.

c. State License – A copy Of the license or registration as a Licensed Marijuana Establishment from the Massachusetts Cannabis Control Commission or documentation that demonstrates that said facility and its owners/operators qualify and are eligible to receive a Certificate of Registration and meet all of the requirements of a Licensed Marijuana Establishment in accordance with the regulations adopted by said Commission, as amended. NERD understands the foregoing regulation and shall comply with the requirements.

d. Site Control - Evidence that the Applicant has side control and the right to use the site for a Licensed Marijuana Establishment in the form of a deed, valid lease, or a purchase and sale agreement or a notarized statement from the property owner certifying that the Applicant has firm site control. NERD understands the foregoing regulation and shall comply with the requirements.

Additional operational requirements the Licensed Marijuana Establishment is to abide by in order to receive approval for a Special Permit from the Planning Board are as follows:

a. Permanent Location – The proposed Licensed Marijuana Establishment shall be operated from a fixed location with a fully enclosed building and shall not be visible from the exterior of the premises. Further, the marijuana establishment will not be operated from a moveable, mobile, or transitory location. NERD shall comply with this requirement.

b. Outside Storage – No outside storage of marijuana, marijuana products, related supplies, or educational materials is permitted. NERD understands and shall comply with this regulation.

c. Hours of Operation – There shall be no hourly restrictions on marijuana testing, manufacturing, or cultivation facilities unless imposed by the Planning Board as part of the site plan approval. NERD understands the foregoing regulation and shall comply with the requirements.

d. Signage Requirements – No sign shall use moving parts, noise-making devices or blinking, rotating or flashing neon lights, or lights changing in intensity, and no sign shall be placed on the roof of any building or structure, or extending above the parapet or eave line. Further, no illuminated sign or lighting device shall be so placed or directed upon a public way or adjacent premises as to cause glare or reflection that may constitute a traffic hazard. No sign shall Be located off the premises to

which it applies, except that directional, informational, or identification signs may be allowed by special permit from the Planning Board where such signs will serve the public convenience and not be detrimental to the neighborhood with respect to size, location or design. A free-standing sign may not be closer to the front property line than one-half the depth of the required front yard. All billboards are prohibited. NERD understands this regulation and shall comply.

e. On-Site Consumption of Marijuana – The use, consumption, ingestion, or inhalation of marijuana or marijuana products on or within the premises of any licensed marijuana establishment is prohibited. NERD understands the foregoing regulation and shall comply with the requirements.

f. Visibility of Activities - All activities of any licensed marijuana establishment, including any marijuana retailer, testing laboratory, or manufacturer shall be conducted indoors. NERD understands the foregoing regulation and shall comply with the requirements.

g. Paraphernalia – Devices, contrivances, instruments, and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers and related tools, water pipes, in vaporizers may lawfully be sold at a marijuana retailer. NERD understands the foregoing regulation and shall comply with the requirements.

h. Lighting - Outdoor lighting levels shall not exceed one (1) foot-candle along property lines, nor ten (10) foot-candles for any location on the property. Any light poles, new or existing, may not exceed eighteen (18) feet in overall height. All outdoor light fixtures must be shielded and aimed down to prevent light trespass onto adjacent properties. The Planning Board may modify this requirement if, upon recommendation by the Police Chief, modification is required for adequate safety and security. NERD understands this regulation and shall comply.

i. Landscaping - The proposed plan will provide landscaping to harmonize the facility with abutting uses. Landscaping must be provided in the form of one canopy tree for every twenty (2) feet of lineal road frontage, place within this fifteen (15) feet of the property line, and one (1) shrub for every ten (10) feet of building frontage facing a public street, placed within ten (10) feet of the building envelope. Canopy trees must measure at least, two-point-five (2.5) inches in diameter upon planting. Shrubs must measure at least two (2) feet tall upon planting. NERD understands this regulation and shall comply.

j. Parking – Off-street parking must be provided for any Licensed Marijuana Establishment. Whereby, off-street parking spaces shall be provided for every new structure, the enlargement of an existing structure, the development of a new use, or any change in existing use, in according with the following schedule: 8.5(1)(g) Marijuana Cultivation Facility: One (1) parking space for each employee plus adequate space for service and supply vehicles or one (1) space for every 1,000 square feet of gross floor area, whichever is greater. The number of spaces may be reduced upon the issuance of a Special Permit from the Planning Board upon the determination that special circumstances render a lesser provision adequate for the parking needs in any particular case. An area of one-hundred sixty-two (162) square feet (9x13 feet) of appropriate dimensions for the parking of a vehicle, exclusive of drivers or aisles, shall be considered as one (1) off-street parking space. All of the



required parking spaces shall be provided with unobstructed access to and from a street and shall be properly maintained. Any parking area of more than five (5) parking spaces shall be located to the rear of the building setback line and at least thirty (30) feet from any side or rear property line, unless specifically otherwise authorized by Special Permit from the Planning Board. Wherever feasible, parking areas shall be located to the side or rear of the building. NERD understands this regulation and shall comply.

#### Discontinuance of Use

1. Any Licensed Marijuana Establishment shall be required to remove all material, plants, equipment, and other paraphernalia in compliance with regulations established by the Cannabis Control Commission within thirty (30) days after the expiration or voiding of its license. NERD understands this regulation and shall comply.

#### No Town Liability; Indemnification

1. The Applicant and all licensees waive and release the Town, its elected officials, employees, and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of the Licensed Marijuana Establishment owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations. NERD understands this regulation and shall comply.
2. The Applicant, in receiving approvals issued pursuant to this chapter, and all licensees, jointly and severally, if more than one, agree to indemnify, defend and hold harmless the Town, its elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, arising out of or in any manner connected with the operation of the Licensed Marijuana Establishment that is subject of the approval/license. NERD understands this regulation and shall comply.

#### Other Laws Remain Applicable

1. Business License Required – At all times while a permit is in effect the licensee shall possess a valid license. NERD understands the foregoing regulation and shall comply with the requirements.
2. to the extent that the state has adopted or adopts in the future any additional or stricter law or regulation governing the cultivation, manufacturing, testing, or retail of marijuana or marijuana products, the additional or stricter regulation shall control the establishment or operation of any marijuana retailer in the Town. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this chapter, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder. NERD understands this regulation and shall comply.

3. Any Licensed Marijuana Establishment May be required to demonstrate, upon demand by law enforcement officers of the Town of Clarksburg and/or the local licensing authority, the source and quantity of any marijuana found upon the licensed premises are in full compliance with any applicable state law or regulation. NERD understands the foregoing regulation and shall comply with the requirements.
4. The issuance of any license pursuant to this chapter shall not be deemed to create an exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the cultivation, possession, sale, distribution, or use of marijuana. NERD understands the foregoing regulation and shall comply with the requirements.
5. Prior to the issuance of a Special Permit or site plan approval, the Licensed Marijuana Establishment must have entered into a host community agreement (HCA) with the Town. If, upon review by the Select Board, the Licensed Marijuana Establishment is found to not be fully in compliance with the HCA, the Special Permit and/or the local license may be suspended or rescinded. NERD understands this regulation and shall comply.

# 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): 07/15/2020
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: 6/28/2020
- b. Name of publication: The Berkshire Eagle

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: 6/26/20

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: 6/26/2020

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


Name of applicant:

New England Regional Dispensary, LLC

Name of applicant's authorized representative:

Chad Cellana

Signature of applicant's authorized representative:



# Attachment A

**Kick Interval, 8 a.m.; Abs and back, 9 a.m.; Zumba, 9:30 a.m.; BellyX, 10:30 a.m., via Facebook or Zoom. Register with Aimee Marshall, 413-885-1633, alktigger@gmail.com.**

**Berkshire Yoga Dar Peaceful Warrior Yog with Laurie, 8 a.m.; B via Facebook Live wil a.m.; Gentle Yoga via**

## IN THE BERKSHIRES

### CLARKSBURG

#### **Cannabis cultivator sets public meeting**

A community outreach meeting for a proposed marijuana establishment is scheduled for 7 p.m. July 15 at 712 West Cross Road.

The proposed Cultivation Tier 3 facility is anticipated to be located at 34 Cross Road. There will be an opportunity for the public to ask questions at this meeting.

### EGREMONT

#### **COA awarded grant for transportation**

The Egremont Council on Aging has received a Taxi and

for essential wor cal, nursing hom workers, etc.) No transportation a to Berkshire Me in Pittsfield, Alb Center in Alban Baystate Medic Springfield.

Rides should hours in advan Call Peg Muska ext. 1624, week a.m. and 4 p.m.

Passengers wear a mask. 7 limousine com taking all nece precautions.

### PITTSFIELD

#### **Drive-by pi for nursing**

Berkshire College will n



# Attachment B

Date: 6/25/2020

To: Planning Board

Select Board

Town Clerk

From: New England Regional Dispensary

Subject: Community Outreach Meeting for a marijuana cultivation facility

New England Regional Dispensary is writing this letter to inform the neighbors of 34 Cross Road as well as all Clarksburg townspeople, that there will be a Community Outreach Meeting on July 15 at 7:00PM at The Clarksburg Senior Center. This meeting will give all interested stakeholders a chance to ask questions and add any concerns.

Sincerely,

Chad Cellana

New England Regional Dispensary LLC



Date: 6/25/2020

Attachment C

To: Abutters of 34 Cross Road  
Clarksburg, MA

From: New England Regional Dispensary

Subject: Community Outreach Meeting for a marijuana cultivation facility

New England Regional Dispensary is writing this letter to inform the neighbors of 34 Cross Road as well as all Clarksburg townspeople, that there will be a Community Outreach Meeting on July 15 at 7:00PM at The Clarksburg Senior Center. This meeting will give all interested stakeholders a chance to ask questions and add any concerns.

Sincerely,

Chad Cellana

New England Regional Dispensary LLC

[illegible]

## 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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8215 16

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0895

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

Domestic Return Re

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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

☐ Priority Mail Express☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

Restricted Delivery

## 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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8216 08

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1014

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

Domestic Return Re

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

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

7/3/20

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

Restricted Delivery

## 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:

NORTH ADAMS, MA 01247



9590 9402 5637 9308 8217 21

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1069

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

Domestic Return Re

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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

☐ Priority Mail Express☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

Restricted Delivery

## 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:

[REDACTED]

[REDACTED]

STAMFORD, VT 05352



9590 9402 5637 9308 8215 78

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0840

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

Domestic Return Rec

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X JD 001

☐ Agent☐ Addre

B. Received by (Printed Name)

C-19

C. Date of Deli

6/01

D. Is delivery address different from item 1? ☐ YesIf 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

☐ Priority Mail Express☐ Registered Mail™☐ Registered Mail Res☐ Delivery☐ Return Receipt for☐ Merchandise☐ Signature Confirmat☐ Signature Confirmat☐ Restricted Deliv

Restricted Delivery

## 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:

[REDACTED]

[REDACTED]

CLARKSBURG, MA 01247



9590 9402 5637 9308 8215 92

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1021

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

Domestic Return Re

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [REDACTED]

☐ Agen☐ Addn

B. Received by (Printed Name)

[REDACTED]

C. Date of De

7/2/20

D. Is delivery address different from item 1? ☐ YesIf 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

☐ Priority Mail Expres☐ Registered Mail™☐ Registered Mail Re☐ Delivery☐ Return Receipt for☐ Merchandise☐ Signature Confirme☐ Signature Confirme☐ Restricted Delivery

Restricted Delivery

## 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:

[REDACTED]

[REDACTED]

[REDACTED]

CLARKSBURG, MA 01247



9590 9402 5637 9308 8216 15

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1007

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

Domestic Return Re

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [REDACTED]

☐ Ager☐ Addi

B. Received by (Printed Name)

[REDACTED]

C. Date of Di

7/2/20

D. Is delivery address different from item 1? ☐ YesIf 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

☐ Priority Mail Expre☐ Registered Mail™☐ Registered Mail R☐ Delivery☐ Return Receipt for☐ Merchandise☐ Signature Confirm☐ Signature Confirm☐ Restricted Deliver

Restricted Delivery

## 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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8216 91

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1090

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

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

## 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:

NORTH ADAMS, MA 01247



9590 9402 5637 9308 8215 30

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0888

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

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

## 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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8218 37

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0925

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

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

## 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:

[REDACTED]  
[REDACTED]

CLARKSBURG, MA 01247



9590 9402 5637 9308 8218 13

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0826

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

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

[REDACTED]

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

[REDACTED]

C. Date of Delivery

6/30/2020

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

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

stricted Delivery

## 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:

[REDACTED]  
[REDACTED]

NORTH ADAMS, MA 01247



9590 9402 5637 9308 8216 53

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0963

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

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [REDACTED]

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

stricted Delivery

## 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:

[REDACTED]  
[REDACTED]

NORTH ADAMS, MA 01247



9590 9402 5637 9308 8216 46

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0970

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

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [REDACTED]

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

icted Delivery

## 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:

Town Hall Planning  
111 River Rd Board  
Clarksburg MA 01247



9590 9402 5637 9308 8217 83

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0734

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RT: B EL

☒ Agent☐ Addressee

B. Received by (Printed Name)

C-19

C. Date of Delivery

6/29

D. Is delivery address different from item 1?  
If YES, enter delivery address below:☐ Yes☐ 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☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted☐ Delivery☐ Return Receipt for☐ Merchandise☐ Signature Confirmation™☐ Signature Confirmation☐ Restricted Delivery

Restricted Delivery

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:

Town Hall Town Clerk  
111 River Rd  
Clarksburg MA 01247



9590 9402 5637 9308 8218 06

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0758

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RT: B EL

☒ Agent☐ Addressee

B. Received by (Printed Name)

C-19

C. Date of Delivery

6/29

D. Is delivery address different from item 1?  
If YES, enter delivery address below:☐ Yes☐ 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☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted☐ Delivery☐ Return Receipt for☐ Merchandise☐ Signature Confirmation™☐ Signature Confirmation☐ Restricted Delivery

Restricted Delivery

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:

Town Hall Select  
111 River Rd Board  
Clarksburg MA 01247



9590 9402 5637 9308 8217 90

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0741

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RT: B EL

☒ Agent☐ Addressee

B. Received by (Printed Name)

C-19

C. Date of Delivery

6/29

D. Is delivery address different from item 1?  
If YES, enter delivery address below:☐ Yes☐ 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☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted☐ Delivery☐ Return Receipt for☐ Merchandise☐ Signature Confirmation™☐ Signature Confirmation☐ Restricted Delivery

Restricted Delivery

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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8215 85

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0833

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8216 84

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0932

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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:

CLARKSBURG, MA 01247



9590 9402 5637 9308 8218 44

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0918

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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:

[Redacted Address]

NORTH ADAMS, MA 01247



9590 9402 5637 9308 8218 68

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1052

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Redacted Signature]

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

[Redacted Name]

C. Date of Delivery

7/13/2020

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

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

stricted Delivery

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:

[Redacted Address]

CLARKSBURG, MA 01247



9590 9402 5637 9308 8215 47

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0871

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Redacted Signature]

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

[Redacted Name]

C. Date of Delivery

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

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

stricted Delivery

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:

[Redacted Address]

CLARKSBURG, MA 01247



9590 9402 5637 9308 8217 07

2. Article Number (Transfer from service label)

7019 2970 0000 1985 1083

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Redacted Signature]

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

[Redacted Name]

C. Date of Delivery

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

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

stricted Delivery

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:

[REDACTED]

[REDACTED]

CLARKSBURG, MA 01247



9590 9402 5637 9308 8218 20

2. Article Number (Transfer from service label)

7019 2970 0000 1985 0819

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

[REDACTED] ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

[REDACTED]

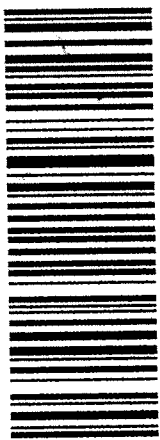
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Restricted Delivery                     |   |

Cellano  
65 Furnace St  
N. Adams MA 01247

CERTIFIED MAIL®



7019 2970 0000 1985 0901



1000



01220

U.S. POSTAGE PAID  
FCM LETTER  
NORTH ADAMS, MA  
01247  
JUN 26 20  
AMOUNT

\$6.95  
R2304N116728-23

[Redacted Address]

ADAMS, MA 01220

1ST NOTICE: 7/7

2ND NOTICE: 7/14

RETURNED: 7/22

NIXIE

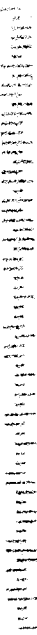
061 DC 1

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

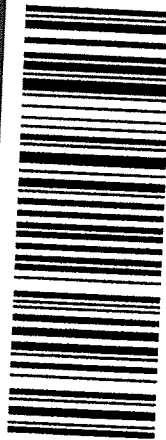
UNC  
01247 > 3827

EC: 01247382763

1484-05022-24-36



CERTIFIED MAIL®



7019 2970 0000 1985 0994



1000



01247

U.S. POSTAGE PAID  
FCM LETTER  
NORTH ADAMS, MA  
01247  
JUN 26 20  
AMOUNT

\$6.95  
R2304N116728-23

Cellano  
65 Furnace St  
N. Adams MA 01247

FIRST NOTICE
SECOND NOTICE
RETURN

CLARKSBURG MA 01247

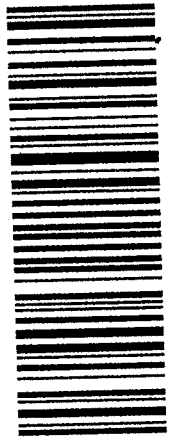
[Redacted Address]

UNCLAIMED

7/1
FIRST NOTICE
7/7
SECOND NOTICE
7/17

Ce llana  
65 Furnace St  
N. Adams MA 01247

FIRST NOTICE
SECOND NOTICE
RETURN



7019 2970 0000 1985 0949

1000



01247

U.S. POSTAGE PAID  
FCM LETTER  
NORTH ADAMS, MA  
01247  
JUN 26, 20  
AMOUNT

**\$6.95**

R2304N116728-23

~~CLARKSBURG MA 01247~~  
**UNCLAIMED**

7/1
FIRST NOTICE 7/7
SECOND NOTICE 7/17
RETURN

Ce llana  
65 Furnace St  
N. Adams MA 01247

FIRST NOTICE
SECOND NOTICE
RETURN



7019 2970 0000 1985 1076

1000



01247

U.S. POSTAGE PAID  
FCM LETTER  
NORTH ADAMS, MA  
01247  
JUN 26, 20  
AMOUNT

**\$6.95**

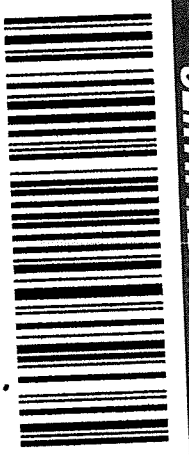
R2304N116728-23

~~CLARKSBURG MA 01247~~  
**UNCLAIMED**

7/1
FIRST NOTICE 7/7
SECOND NOTICE 7/17
RETURN

Cellana  
65 Furnace St  
N. Adams MA 01247

FIRST NOTICE
SECOND NOTICE
RETURN



7019 2970 0000 1985 0857



1000



01247

U.S. POSTAGE PAID  
FOR LETTER  
NORTH ADAMS, MA  
01247  
JUN 26 20  
AMOUNT  
\$6.95  
R2304N116728-23

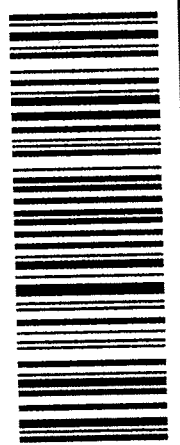
CLARKSBURG, MA 01247

UNCLAIMED

6/27  
7/2  
7/11/20

Cellana  
65 Furnace St  
N. Adams MA 01247

FIRST NOTICE
SECOND NOTICE
RETURN



7019 2970 0000 1985 0864

CERTIFIED MAIL



1000



01247

U.S. POSTAGE PAID  
FOR LETTER  
NORTH ADAMS, MA  
01247  
JUN 26 20  
AMOUNT  
\$6.95  
R2304N116728-23

CLARKSBURG, MA 01247

UNCLAIMED

6/27  
7/2  
7/11/20

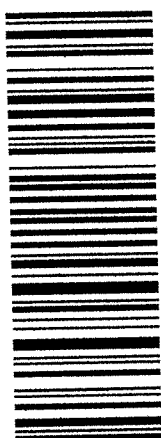
Cellars  
105 Furnace St  
N. Adams MA 01247

NSN

FIRST NOTICE
SECOND NOTICE
RECEIVED

CLARKSBURG, MA 01247

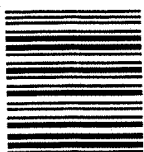
CERTIFIED MAIL®



7019 2970 0000 1985 0987



1000



01247

U.S. POSTAGE PAID  
FOR LETTER  
NORTH ADAMS, MA  
01247  
JUN 26, 20  
AMOUNT

\$6.95

R2304N116728-23

FIRST NOTICE
7-3

NIXIE

061 CE 1

0206/29/20

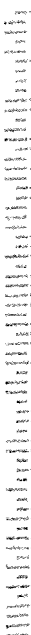
RETURN TO SENDER  
NO SUCH NUMBER  
UNABLE TO FORWARD

NSN

BC: 01247382765

\*1484-00104-29-32

01247>3827



## New England Regional Dispensary

### **POSITIVE IMPACT PLAN**

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, New England Regional Dispensary ("NERD" or "the Company") has created the following Positive Impact Plan.

NERD's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of North Adams and Pittsfield. Both of these are areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

NERD will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

**Goal#1:** Specifically target individuals in North Adams and Pittsfield (both ADI's as defined by the CCC) for employment opportunities at our Clarksburg, MA location and give them hiring preference.

**Program:** NERD will focus hiring efforts on individuals that reside or have resided in North Adams and Pittsfield. NERD will advertise in local publications such as the Berkshire Eagle.

**Measurement and Accountability:** NERD will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the hiring goals have been achieved. The metric to be used in determining whether the goals were met will be to produce the total number of individuals NERD has hired from North Adams and Pittsfield. NERD will produce documentation that the individual(s) reside(s)/has resided in one of those areas.

**Goal #2:** Offer 50% tuition reimbursement at a community college in the Commonwealth of Massachusetts to any employee of NERD that resides or has resided in an ADI or any employee of NERD that is a Massachusetts resident who has a past drug conviction or who have a parent or spouse that has had a past drug conviction.

## New England Regional Dispensary

Program: NERD will offer the tuition reimbursement program to employees of the NERD and will have a formal application process for the reimbursement and a detailed accounting for tuition costs, and whether the application completes the course work.

Measurement and Accountability: NERD will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the tuition reimbursement program is in effect and provides reimbursement to employees that qualify. The metric to be used in determining whether the goals were met will be to produce the total number of individuals NERD has provided tuition reimbursement to and the Company will produce documentation that the individual attended the community college and completed the coursework.

Goal #3: Provide financial support to Massachusetts Recreational Consumer Council (“MRCC”) because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs.

Program: Donate a total of \$2,500.00 annually to Massachusetts Recreational Consumer Council. The donation to be made to Massachusetts Recreational Consumer Council will support MRCC’s educational seminars that specifically occur within communities that are Commission-approved areas of disproportionate impact.

Measurement and Accountability: At the end of each year, NERD will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the NERD has given to the program outlined above. NERD will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. MRCC will provide NERD with documentation that the programs occurred within communities that are Commission-approved areas of disproportionate impact.

NERD 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.

Any actions taken, or programs instituted by NERD, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

NERD expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).



**AMENDED AND RESTATED OPERATING AGREEMENT**

**OF**

**NEW ENGLAND REGIONAL DISPENSARY LLC**

**(a Member-Managed Massachusetts Limited Liability Company)**

**Effective as of November 1, 2020**

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

OPERATING AGREEMENT  
OF  
NEW ENGLAND REGIONAL DISPENSARY LLC

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “*Agreement*”) of NEW ENGLAND REGIONAL DISPENSARY LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “*Company*”), is entered into and made effective as of November 1, 2020 by and among the Company, Chad J. Cellana, a domiciliary of the Commonwealth of Massachusetts, John Cellana, a domiciliary of the Commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

This Agreement supersedes and replaces all prior agreements, written or oral, between each of its signatories, on any subject matter provided for in this Agreement or on any subject related to the governance of the Company or the rights, duties, powers and obligations of the Members of the Company to each other. Without limiting the generality of the foregoing, this Agreement supersedes and replaces, in its entirety, that certain Operating Agreement of the Company having an execution date of September 3<sup>rd</sup>, 2019, and that certain Operating Agreement of the Company having a proposed effective date of February 1, 2020.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on January 15, 2020;

WHEREAS, the Members and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

**GENERAL**

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be New England Regional Dispensary LLC.

Principal Office. The principal office of the Company shall be at 65 Furnace Street, North Adams MA or at such other place or places as the Members may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on January 15, 2020, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement, subject to the limitations set forth herein.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Special Provisions Relating to the Operation of a Cannabis-Related Business in Massachusetts. To the extent required under the laws of the Commonwealth of Massachusetts including, without limitation, the applicable rules and regulations of the Cannabis Control Commission, the Company shall have the stated and specific purpose of operating a lawful cannabis-related business. Other provisions of this Agreement notwithstanding, the Company shall have no power, nor any of its Members or Managers have the power, to cause the Company to do anything, or be organized in any fashion inconsistent with such applicable laws. No person may be a Member whose status as a Member or holder of any Units of the Company would cause the Company to be ineligible to receive a license to conduct a cannabis-related business in the Commonwealth of Massachusetts. The commission of any act by any Member tending to render the Company ineligible for a license to conduct a cannabis-related business in Massachusetts shall constitute sufficient independent grounds for the expulsion of that Member, without recourse and without the need for notice, from the

Company. All members shall cooperate with all licensing and regulatory requirements necessary for licensing approval and continued operation of the Company

## MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority of the Management Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights; Required Vote. Each Member shall be entitled to vote his, her or its Units with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority of the Management Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority of the Management Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a "**Deadlock**"), the Deadlock shall be resolved as follows:

The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.

If after 30 days of mediation the matter still has not been decided, the Company shall be dissolved.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company ("**New Units**") without the affirmative vote, consent, or approval of a Majority of the Management Interest of the Members. Until there are more than two Members, such a decision shall require the unanimous consent of the Members. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Management Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the "**Preemptive Rights**");

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member's Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member's Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as

specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; *provided, however*, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; *provided, however*, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. The Members shall cause Schedule A to be updated as necessary from time to time.

Confidentiality. Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Member. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such

Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a Member of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member's duties or to a Member's own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Exceptions to Confidentiality Related to the Business of the Company. In the event that the Company enters into any line of business that is or may become subject of regulation that requires the public or private disclosure to any regulator or other entity of information that would otherwise constitute Confidential Information, including without limitation a requirement by the Massachusetts Department of Agriculture or the Cannabis Control Commission to disclose the material terms of otherwise-Confidential Information such as the material terms of this Agreement, such information shall not constitute Confidential Information to the limited extent of permitting the Members to disclose the minimum amount of otherwise-Confidential Information required under any such law or regulation.

Non-Solicitation. None of the Officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (v) if such employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

## **MANAGEMENT AND OFFICERS**

Management. The business and affairs of the Company will be managed by the Members. The Members shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Members 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, except for decisions expressly requiring a vote of the Members as provided herein.

The initial Members of the Company shall be Chad Cellana and John Cellana. A Member may be removed only for cause. The Members may style themselves or hold themselves out to the general public as a "Member" or other customary and usual terms denoting the authority to act on behalf of the Company.

Where the Members designate one or several of themselves as Managers, such designation shall be by their unanimous consent, and shall confer only those powers permitted by the Act, which the Members may limit or expand at their discretion.

Specific Rights and Powers of the Board. The Company shall have a Board of Directors initially comprised of the initial Members of the Company. The Board may make any decisions on behalf of the Company, or delegate such powers to those Members comprising the Board at their discretion. Decisions among Members of the Board, where the Board has an even number of Members, shall be subject to the deadlock provisions regarding mediation and other resolution provided as to ordinary decisions of the Members. Any decision that the Manager makes shall be deemed made by the Board except where the Board expressly prohibits or overrides an action of the Manager.

Without limiting the generality of this Section, the Board shall have the power and authority on behalf of the Company to do the following, except where such act would constitute an act requiring a vote as provided elsewhere herein:

Execute any and all documents or instruments of any kind that the Member deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Member may determine to be necessary or desirable in its absolute discretion, except that any such debt in excess of \$1,000 shall require the unanimous consent of the Members;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as



the Member shall deem necessary or desirable in the Member's absolute discretion, including insurance policies insuring the Member against liability arising as a result of any action he or she may take or fail to take in his capacity as Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon a general manager or to Officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Member shall deem necessary or desirable in the Member's absolute discretion in order to carry out the purposes and business of the Company.

Determining the Board; Procedures for Board Elections. The Board may expand or reduce its number at any time by the unanimous decision of the Board Members (except, where being reduced, the asset of a Board Member being removed by such a reduction is not required unless that Board Member is one of the initial Members of the Company, in which case the Initial Members shall act in unanimity). The Board may create additional Board Member seats without the specific appointment of such a Board Member. The addition or removal of a Board Member shall not affect a Members' status *qua* a Member, I.e., the removal of a Board Member from the Board shall not constitute the expulsion of that Member from the Company.

Actions Requiring a Vote. Any elective purchase by the Company, or the creation of new indebtedness, in excess of \$10,000 in a single transaction or series of related transactions shall require the Manager to deliver written notice of such transaction to the Members, who may vote upon such transaction at their discretion.

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, 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.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members by their unanimous decision. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisers regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Chad Cellana.

Officers. The Members may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Members without the prior consent of such Members as are required to approve such actions. The Company shall have a Manager who is also a Member, who shall have all the powers of a Manager under the Act and as provided for in this Agreement. The initial Manager of the Company shall be Member Chad Cellana, who may not be removed without his consent.

Checks, Notes, Etc. The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

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

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on Schedule A to this Agreement. No allocation of Units in the Company shall be based in part or in whole upon Initial Capital Contributions. Nothing in this Agreement shall prevent any Member from claiming their Initial Capital Contributions as business-related expenses for tax purposes. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans made to

the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; provided, however, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

#### Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

### **ALLOCATION OF PROFITS AND LOSSES**

Allocation of Profits and Losses. Except as otherwise expressly provided in this

Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; provided, however, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

## **DISTRIBUTIONS**

### **Tax Distributions.**

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a "***Tax Distribution.***"

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items

entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. The Company may elect to secure the written opinion of competent tax counsel that such distributions would not materially impair the ability of the Company to meet its tax obligations, including obligations created under Internal Revenue Code §280E. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

## TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, “**Transfer**”) all or any portion of such Member’s Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

### Members’ Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a “**Selling Member**”), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the “**Terms**”). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the “**For Sale Units**”) and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the “**Notice Period**”) to exercise its right of first refusal hereunder to redeem the For Sale Units at the lesser of (xi) the price or value as may be set forth in the Terms or (xii) the Agreed Value, with the terms of such consideration to be paid for the Units to be in the manner as stated herein, by notifying the Selling Member in writing of its intention to exercise its first refusal right.

Notwithstanding anything herein to the contrary, in the event of the purchase by a Member of another Member's Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member's Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

## **DISSOLUTION AND TERMINATION**

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 30 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the

Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

#### Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

dispose of any outstanding cannabis inventories in a fashion consistent with applicable law;

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

Return of Contribution Nonrecourse to Other Members. Except as provided by law or

as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

## **EXCULPATION AND INDEMNIFICATION**

### **Exculpation of Covered Persons.**

**Covered Persons.** As used herein, the term "***Covered Person***" shall mean (i) each Member, and (ii) each Officer, employee, agent or representative of the Company.

**Standard of Care.** No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

**Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

## **MISCELLANEOUS PROVISIONS**

**Notices.** All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to



promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

Waiver of Action for Partition. No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this 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 other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

Amendment. This Agreement may be altered or amended only by the unanimous consent of the Members.

Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

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

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without

regard to its rules on conflicts of laws, and specifically the Act.

No Prior Operating Agreements. This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however*, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.


Counterparts. This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

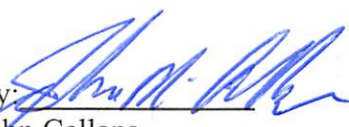
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**COMPANY:**

**NEW ENGLAND REGIONAL  
DISPENSARY LLC**

By:   
Chad Cellana  
Member and Manager

By:   
John Cellana  
Member

**SCHEDULE A**  
**OPERATING AGREEMENT**  
**OF**  
**NEW ENGLAND REGIONAL DISPENSARY LLC**

**CAPITALIZATION TABLE**

<b>Name</b>	<b>Capital Contribution</b>	<b>Units</b>	<b>% Management Interest</b>	<b>% Economic Interest</b>
Chad Cellana Now or formerly of: 65 Furnace St. North Adams MA 01247	\$-, in addition to labor	90,000	90	90
John Cellana Now or formerly of: 85 Horrigan Rd. Clarksburg, MA 02147	Execution as Landlord under that certain AGRICULTURAL LAND LEASE WITH SPECIAL COVENANTS FOR THE CULTIVATION OF CANNABIS; Labor and improvements onto Company's leased premises having a value of approximately 10% of the Company's outstanding Units	10,000	10	10

**SCHEDULE B**  
**OPERATING AGREEMENT**  
**OF**  
**NEW ENGLAND DISPENSARY LLC**

**DEFINITIONS**

The following terms shall have the following meanings when used in this Agreement:

**“Act”** means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq.*, and any successor statute, as it may be amended from time to time.

**“Affiliate”** shall mean any other Person that directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

**“Agreed Value”** means the fair market value of any Units at issue, as mutually agreed to by the parties selling and purchasing Units, or in the absence of such mutual agreement, determined in the following manner:

Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include discounts for illiquidity or lack of control but shall not include any premium for control.

**“Available Cash”** means the cash held by or immediately available to, the Company less such reserves for capital expenditures or other liabilities or other purposes as the Members, in their sole discretion, may determine.

**“Bankruptcy”** means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets, (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due, (c) the making by such Member of a general assignment for the benefit of such Member’s creditors, (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

**“Capital Account”** as of any given date shall mean the amount set forth on **Schedule A** as adjusted.

**“Capital Contribution”** shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

**“Certificate of Organization”** shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on January 15, 2020, as amended from time to time.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

**“Company Property”** means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

**“Control”** means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

**“Decedent”** shall mean an individual Member who has died.

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

**“Family”**, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

**“Fiscal Year”** shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

**“Losses”** shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

**“Majority in Interest”** of Members shall mean one or more Members whose combined Percentage Interests of a given class of Units exceed fifty percent (50%) of all Percentage Interests of Units owned by all Members of the same class of Units. The Company shall initially have one class of Units, with additional classes created or removed only in accordance with the procedures provided herein for the issuance of new Units.

**“Member”** shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member pursuant to the terms and conditions of this Agreement.

***"Percentage Interest"*** of Units or of Members shall mean the number of Units of a given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

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

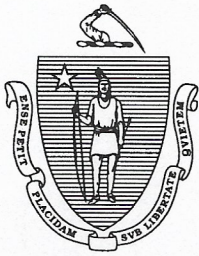
***"Profits"*** shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

***"Tax Items"*** means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

***"Treasury Regulations"*** shall include proposed, temporary and final regulations promulgated under the Code.

***"Unit"*** shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company.





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

William Francis Galvin  
Secretary of the  
Commonwealth

September 18, 2020

TO WHOM IT MAY CONCERN:

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

**NEW ENGLAND REGIONAL DISPENSARY LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 15, 2020**.

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

I also certify that the names of all managers listed in the most recent filing are: **CHAD CELLANA**

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

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



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: L1728155200  
Notice Date: September 24, 2020  
Case ID: 0-000-963-788



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEW ENGLAND REGIONAL DISPENSARY  
34 CROSS RD  
CLARKSBURG MA 01247-4614

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

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW ENGLAND REGIONAL DISPENSARY 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, 8:30 a.m. to 4:30 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

**Certificate of Good Standing or Compliance from the Massachusetts  
Department of Unemployment Assistance Attestation Form**

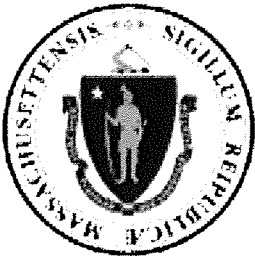
Signed under the pains and penalties of perjury, I, Chad Cellana, an authorized representative of New England Regional Dispensary certify that New England Regional Dispensary does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

Signature of Agent  Date 6/28/2020

Name: Chad Cellana

Title: CEO/President

Entity: New England Regional Dispensary LLC



**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: 001399383

1. The exact name of the limited liability company is: NEW ENGLAND REGIONAL DISPENSARY LLC

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

No. and Street: 65 FURNACE STREET  
 City or Town: NORTH ADAMS State: MA Zip: 01247 Country: USA

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

No. and Street: 65 FURNACE STREET  
 City or Town: WEST ADAMS State: MA Zip: 01247 Country: USA

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

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

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

Name: CHAD CELLANA  
 No. and Street: 65 FURNACE STREET  
 City or Town: WEST ADAMS State: MA Zip: 01247 Country: USA

I, CHAD CELLANA 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	CHAD CELLANA	65 FURNACE STREET NORTH ADAMS, MA 01247 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CHAD CELLANA	65 FURNACE STREET NORTH ADAMS, MA 01247 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHAD CELLANA	65 FURNACE STREET NORTH ADAMS, MA 01247 USA

**9. Additional matters:**

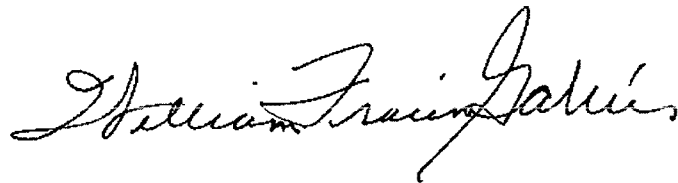
**SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of January, 2020,**  
**MARSHALL S. HARRIS**

*(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:

January 15, 2020 02:19 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*

## NOTICE OF ASSIGNMENT

**EMPLOYER:**

NEW ENGLAND REGIONAL DISPENSARY LLC  
65 FURNACE ST  
NORTH ADAMS, MA 01247

**COMBO I.D.**

001166425

**STATUS OF EMPLOYER**

Limited Liability Comp

**COVERAGE GROUP**

1249541

The Waiver of Our Right to  
Recover from Others Endorsement  
is available on Pool policies.  
Contact your agent for details.

Coverage under this assignment  
applies to Massachusetts  
operations only. For coverage  
outside of Massachusetts, contact  
the appropriate Pool or Plan for  
that state.

**AGENT  
OR  
PRODUCER:**

CHARLES RIVER INSURANCE  
WILLIAM PERRIER  
5 WHITTIER ST  
FRAMINGHAM, MA 01701

**INSURANCE COMPANY:**

ACE AMERICAN INSURANCE CO  
TRAVELERS - RMD  
P O BOX 5600  
HARTFORD, CT 06102-5600  
(800) 443-4404

**AGENCY FEIN:** 043402339

CLASSIFICATION OF OPERATION	CLASS CODE	ESTIMATED TOTAL ANNUAL REMUNERATION	RATE	ESTIMATED PREMIUM
FARM: FLORIST & DRIVERS	0035	\$10,000	1.91	\$191
EMPLOYERS LIABILITY 100/100/500	9845			\$191
STANDARD PREMIUM				\$191
LOSS CONSTANT	0032			\$20
EXPENSE CONSTANT	0900			\$159
TERRORISM CHARGE	9740			\$3
TOTAL POLICY MINIMUM PREMIUM				\$246
TOTAL ESTIMATED PREMIUM				\$373
DIA ASSESS. 3.51%				\$7
TOTAL EST. PREMIUM PLUS ASSESSMENT				\$380
INSTALLMENT BASIS: Annual			DEPOSIT PREMIUM:	\$380
THIS IS NOT A BILL				

**COMMENTS**

Coverage effective 12:01 AM on 01/29/20.

**DATE OF NOTICE:** 01/29/20

**PREPARED BY:**

Joanne Shea  
EXT 530

\* \* VOLUNTARY DIRECT ASSIGNMENT \* \*

**LETTER ID:** 5388765



00708 -AM

**CHUBB**  
CHUBB  
P.O. BOX 5600  
HARTFORD CT 06102-5600

**Date:** 01-31-20  
**Policy No:**  
(6S62UB-4N78947-8-20)  
**Effective Date:** 01-29-20

NEW ENGLAND REGIONAL  
DISPENSARY LLC  
65 FURNACE ST  
NORTH ADAMS MA 01247

ACE AMERICAN INSURANCE COMPANY has been assigned as the servicing carrier for your Assigned Risk Workers Compensation Insurance policy. We have contracted with Travelers to service your policy, and we welcome you as a customer.

We have received your application and premium. Your policy will be issued shortly. Please note that your binder is proof of coverage until cancelled or the policy is issued. In the meantime, should you find it necessary to file a claim, request a certificate, or communicate with us, please note the following:

**For Claims Reporting:**  
**1-800-832-7839**

**For Policy Services:**  
800-453-9843  
ACE AMERICAN INSURANCE COMPANY  
CHUBB  
P.O. BOX 5600  
HARTFORD CT 06102-5600

**For a certificate of insurance:**  
**Fax a written request to:**  
**(877) 336-6036**

The Claim Reporting system is a toll-free service that is available seven days a week, twenty-four hours a day. Usage of this system has been proven to provide significant benefits, with the immediate assignment of a Case Manager, automatic production of the First Report of Injury form, and earlier resolution of employee claims.

Safety and Loss Prevention are critical concerns to any business. We have long been a pioneer in the field of accident prevention, having the experience, resources and capabilities to provide a complete range of safety services. Your policy will include more details regarding these services.

Please keep this information available. Reference the above policy number on any correspondence and have it available when contacting us or submitting correspondence.

It is our pleasure to work with you. If we can be of service, please call.

Sincerely,

ACE AMERICAN INSURANCE COMPANY

cc: CHARLES RIVER INSURANCE  
5 WHITTIER ST

FRAMINGHAM

MA 01701



POLICYHOLDER COPY

MA 01247

ISSUE DATE: 02-03-20  
SAI: 9450N7231  
EFFECTIVE DATE: 01-29-20  
POLICY NUMBER: (6S62UB-4N78947-8-20)  
NAMED INSURED: NEW ENGLAND REGIONAL DISPENSARY LLC  
INSURED ADDRESS: 65 FURNACE ST

NORTH ADAMS

# SAFETY SERVICES

## SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from one of the leading companies owned or managed by Travelers Companies, Inc. We appreciate your business and welcome the opportunity to be of service to you. An important part of that service is helping you with accident prevention. Travelers Risk Control has the experience, resources and personnel to provide a range of safety services, including safety audits, phone consultations, as well as providing numerous safety-related materials.

We have experience in a wide variety of industries, including manufacturing, construction, and retail businesses, service organizations, technology-related businesses, oil and gas-based business, and the public sector.

Following are some examples of available safety services:

**Accident Prevention** - Our staff can help you identify present and potential hazards in your operations, premises and equipment, and recommend measures for reducing or eliminating these hazards.

**Analysis of Accident Causes** - Although you investigate and keep records of accidents, we are available to assist if needed.

These services are available upon request. See the remainder of this document for the Travelers' Risk Control office nearest you. These phone numbers should not be used for questions regarding your policy or claims.

## SAFETY IS YOUR CONCERN

At Travelers, we are committed to doing all we can to help protect your business. As a result, you have access to hundreds of safety materials specific to industry, size and complexity to help control hazards and reduce risks of injury or illness. More than 700 focusing on workers' compensation issues. Take advantage of our Risk Control website at [travelers.com/riskcontrol](http://travelers.com/riskcontrol).

Examples of what our services include:

- Safety checklists and sample programs.
- You will have access to resources in our Education Center including scheduled in-person sessions and online webinars - more than 80 training modules on workers' compensation issues.
- Also available are materials that can be sent directly to you, to stay informed of the latest safety trends and regulatory topics.

**Safety Consultations** - Our Consultants can help you with special problems, such as ergonomics and human factors.

**Industrial Hygiene/Health Services** - We have the facilities and resources to answer your questions concerning job-related industrial hygiene/health issues and to measure exposure to industrial hygiene hazards.

**Safety Literature and Digital Media** - We can provide you with top-notch safety-related literature, OGCs, DVDs, and videos to assist in your loss control efforts. Also, we can direct you to several vendors who are able to provide additional safety materials, including brochures, pamphlets and digital media.

**Safety Training** - We offer face-to-face classroom courses, as well as distance learning programs that explore the risks our policyholders face and ways for them to control losses.

**Return-To-Work Coordination** - We can assist you with several aspects of the post-injury management process.

**Phase note:** For all loss control assistance requests, please contact your local office directly, which is listed on our following pages.

NEW ENGLAND REGIONAL  
DISPENSARY LLC  
65 FURNACE ST  
NORTH ADAMS MA 01247

The loss of a key employee due to an injury can seriously impact your business. We can help you to understand the signs of accidents that may occur in your business and the steps you can take to prevent them.

These resources can help you improve your workplace safety practices. We like to think of it as protection beyond the policy.

**Contact Us**  
For more information, please visit [travelers.com/riskcontrol](http://travelers.com/riskcontrol).



New England Regional Dispensary LLC  
65 Furnace St  
North Adams, MA 01247  
(413)464-1931

### **Confidentiality Agreement**

The undersigned reader acknowledges that any information provided by New England Regional Dispensary LLC in this business plan, other than information that is in the public domain, is confidential in nature, and that any disclosure or use of same by the reader may cause serious harm or damage to New England Regional Dispensary LLC. Therefore, the undersigned agrees not to disclose it without express written permission from Chad Cellana.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Date

## Table of Contents

Confidentiality Agreement.....	1
Table of contents .....	2
Executive Summary.....	3
Company Description.....	3
Products & Services .....	4
Marketing Plan.....	5
Operational Plan .....	7
Management & Organization.....	8

## Section I. Executive Summary

### Company Description:

New England Regional Dispensaries (NERD) is a high- end Adult-Use cannabis wholesale company that can be scaled up and replicated as the cannabis industry grows. Our mission is to maintain a high standard of quality and integrity while adapting to the ever-changing cannabis market.

### Products and Services:

We will produce high-quality, greenhouse-grown cannabis every 15 days. This product will be sold to licensed cannabis retailers throughout Massachusetts. Retailers will have the option of purchasing packaged goods with the NERD brand ready for the retail shelf or larger quantity bags that can be re-labeled and sold with the retailer's brand.

### Marketing Plan:

New England Regional Dispensaries will contact retailers through personal connections in the industry developed over 4 years of cannabis production in the state of Massachusetts. There will be a marketing director along with all other senior management with the responsibility of community outreach. We truly plan on giving back to the community and state while getting our name and brand out to the public through positive outreach and philanthropy.

Marketing for the cannabis industry creates a unique set of challenges. It is our responsibility to educate our consumer through public outreach events and educational seminars on product uses and cultivation techniques. We will market a gratifying shopping experience that creates a return customer.

### Operational Plan:

#### **Production**

Production will start in the greenhouse with 4 flower rooms that are 2,000 square feet each and one vegetation room that is 2,000 square feet totaling 10,000 square feet of canopy space. 500 plants will be a harvest every 15. After drying the cannabis, the product will be trimmed, cured, and packaged to order. Production and distribution agreements with buyers will be processed continuously throughout the year.

#### **Management and Organization**

The company will be owned and operated by Chad Cellana CEO. Executing leadership will be made up of CEO, COO, and CFO. These members will oversee a team of directors and managers who will be tasked with daily operations of the production and distribution of manufactured cannabis goods.

## Section II. Company Description

### 1. Mission Statement

- a. NERD is a wholesale provider of high-end adult use cannabis and cannabis products. Through our unique setup and original style, we will shape the cannabis industry.

## 2. Philosophy and Vision

3. Community	4. Integrity
5. Innovation	6. Philanthropy

7. Our vision for NERD is to set up a model of cultivation that is state of the art and less expensive to run compared to the competition.

## 8. Goals and Milestones

## i. Short term goals

1. Get Provisional License
2. Set up a management structure
3. Break ground on greenhouse
4. Get Final License
5. Plant first seeds
6. Harvest
7. Wholesale

## 9. Target Market

- a. Our target market is made up of all Adult-Use dispensaries in Massachusetts.

## 10. Industry

- a. The industry is brand new. Adult-Use marijuana has been legal since 2018, there is a lot of space to occupy in the wholesale market due to more demand than supply can keep up with.

## 11. Legal Structure/Ownership

- a. New England Regional Dispensaries will be owned and operated as an LLC

## Section III. Productions and Services

<b>Product/ Service Idea</b>	Wholesale from the Greenhouse cultivation facility.
<b>Special Benefits</b>	We sell high quality cannabis grown hydroponically using conventional and cutting-edge agricultural techniques.
<b>Unique Features</b>	Greenhouse hydroponic and organic soil grown cannabis cultivation, cannabis breeding, and boutique retail sales. Using cutting edge agricultural techniques, NERD will produce high quality cannabis at a low cost. Supplying the market with affordable high-quality cannabis.

<b>Limits and Liabilities</b>	Commercial cannabis production is limited by canopy size license restrictions and market value of the crop.
<b>Production and Delivery</b>	Cannabis will be produced, packaged, sold to a wholesale market Adult-Use retail location.
<b>Intellectual Property Special Permits</b>	Experienced cannabis professionals with years of commercial cannabis production and manufacturing experience.

#### Section IV. Marketing plan

1. Market Research
  - a. Primary: The Adult-Use market has only just emerged in the state of Massachusetts.
  - b. Secondary: As a wholesaler, location and demographics are not as important as real estate and working with a town that permits cultivation center.
2. Barriers to Entry
  - a. High startup cost
  - b. Brand recognition challenges
  - c. Public opinion
3. Threats and Opportunities
  - a. Threats
    - i. Competition
    - ii. Supply goes up which drives price down
  - b. Opportunities
    - i. Federal legalization
    - ii. Solar energy to lower cost
    - iii. Inexperienced competition
4. SWOT analysis

	Helpful to achieving the objective	Harmful to achieving the objective
Internal origin (attributes of the system)	<b><i>Strengths</i></b> <ol style="list-style-type: none"> <li>1. Cultivation and production professionals</li> <li>2. Industry knowledge</li> <li>3. Key members have been involved in 2 successful startup cannabis companies</li> <li>4. Low cost to production due to the use of cutting-edge hydroponic techniques</li> </ol>	<b><i>Weaknesses</i></b> <ol style="list-style-type: none"> <li>1. Finance /accountant</li> <li>2. Legal</li> <li>3. Branding</li> </ol>
External origin (attributes of the environment)	<b><i>Opportunities</i></b> <ol style="list-style-type: none"> <li>1. Young Market/ Timing</li> <li>2. Scalable</li> <li>3. Profitable</li> <li>4. Create jobs</li> <li>5. Give back to community</li> <li>6. Educate people</li> <li>7. Treat people's ailments</li> </ol>	<b><i>Threats</i></b> <ol style="list-style-type: none"> <li>1. Opposition to cannabis</li> <li>2. Cost Barrier to entry</li> <li>3. Potential depreciation if market floods.</li> <li>4. Federally not Legal</li> <li>5. Government regulations</li> </ol>

SWOT Summary Our greatest strength as a company is the team that is its driving force.

5. Product Features/Benefits
  - a. Top-of-the-line Adult-Use marijuana
  - b. Wholesale
  - c. Finished goods wholesale
6. Target customer
  - a. Adult-Use dispensaries
7. Positioning/Niche
  - a. We are going to be able to produce our product at a lower cost with less overhead by utilizing the sun for a significant part of our energy. Along with our commercial agriculture and greenhouse production experience, we will be able to produce a top of the line product at a lower cost.
8. Location
  - a. 34 Cross Rd Clarksburg, MA

## 9. Distribution channels

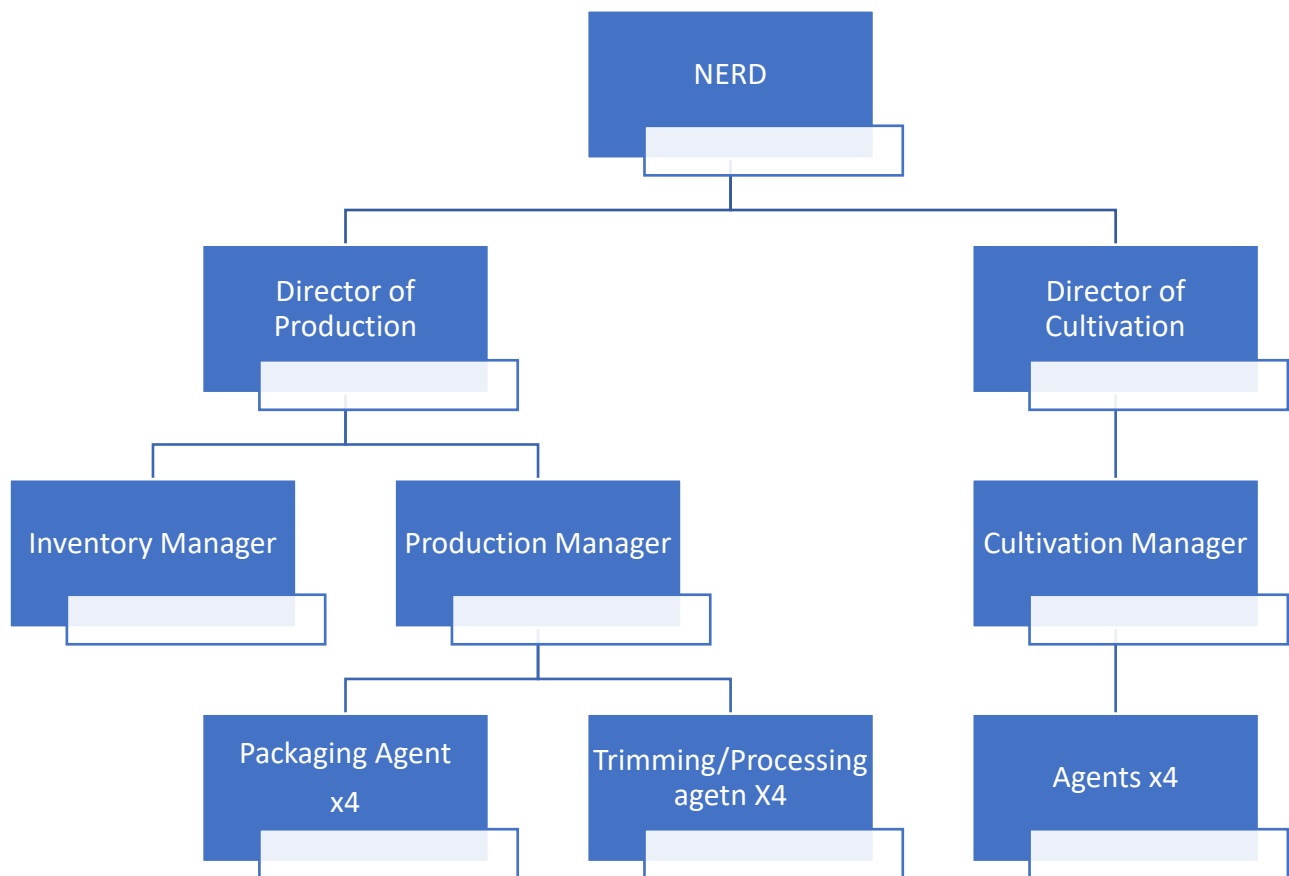
- a. Our customers will be Adult-Use dispensaries in the state of Massachusetts. Our sales department will contact dispensaries and set up and execute contracts for production and distribution.

## Section V. Operational Plan

1. Production starts in the greenhouse under 10,000 square feet of canopy. Separated into five grow rooms and a mother room, 500 plants will be harvested every 15 days on a perpetual harvest grow method. This style of grow produces cannabis year-round. In our state-of-the-art greenhouse with top of the line HVAC and lighting, our plants will have the optimum environment year-round
  - a. The site will contain a 68'x200' square ft greenhouse with solid walls for security and environmental conditions and provide discrete cannabis cultivation. There will be a 50'x100' production warehouse. The production warehouse will contain a dry room, processing room, cure room, vault room, mother/clone room, and a production area. The green house will contain multiple HVAC units in each room, capable of keeping the green house at a constant 78 degrees F. The floor of the green house will be inlaid with radiant heat coils. There will be 800 LED lights hanging above the canopy that will provide interior light to the garden during low exterior light conditions. Our main source of light will come from the sun. Our goal is to give the plants 1200 PAR for 12 hours each day all year long. For example: in July we will use our light deprivation covers to keep the plant's photoperiod at 12 hours and not use any electricity, while in January we use the lights to supplement the low lighting conditions of midwinter Massachusetts.
  - b. Once the plant is finished growing, we harvest it, which includes cutting it down and hang drying the plant in the dry room for 10 days, or until optimal moisture content is reached. Then the flowers(bud) will be processed, which consists of de-sticking and trimming. Once trimmed the flower(buds) will cure for a time no shorter than 14 days. Once complete the flower is ready for testing and sale. Samples will be sent to the registered testing facilities and then once passed be ready for wholesale and packaging.
  - c. Production will consist of an estimated 250 pounds per harvest which will be processed into smaller quantities; grams, eighths, quarters, half and full ounces. These smaller quantities will be sold in bulk to retail stores around the state with our brand.
2. Quality Control
  - a. Consistency is key whenever working with live plants, but quality control comes with the initial investment. It is imperative that the perfect environment is achieved from the get-go. Failing to do this will open the door to all sorts of problems, such as pests and pathogens that can ruin an operation. With an experienced Director of Cultivation and a state-of-the-art watering system, the garden can truly thrive and will propel this company into a profitable wholesaler.

- b. Experience of core management consists of greenhouse management and large-scale indoor cannabis management.
  - c. Diligence in standardizing quality.
- 3. Legal Environment (CCC)
  - a. The Cannabis industry is regulated by the Cannabis Control Commission (CCC) and local government.
  - b. NERD plans on working with local legal counsel to ensure regulatory standards.
- 4. Personnel
  - a. All applicants must pass background screening
    - i. Cultivation Agent x4
    - ii. Packaging Agent x4
    - iii. Production/Trimming Agent x4
    - iv. Security Director
    - v. Cultivation Manager
    - vi. Production Manager
  - b. NERD plans to use local independent contractors for all our facility's needs; electrical, plumbing, janitorial, etc.

#### Section VI. Management and Organization





## New England Regional Dispensary

### **RESTRICTING ACCESS TO AGE 21 OR OLDER**

New England Regional Dispensary (“NERD”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
  - a. A motor vehicle license;
  - b. A liquor purchase identification card;
  - c. A government-issued identification card;
  - d. A government-issued passport; and
  - e. A United States-issued military identification card.

## New England Regional Dispensary

### **QUALITY CONTROL AND TESTING**

Pursuant to 935 CMR 500.160, New England Regional Dispensary (“NERD” or the “Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

NERD shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by NERD for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to NERD by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). NERD shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

NERD’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All NERD staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. NERD will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

NERD’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All NERD staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All NERD staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of NERD.

NERD management and inventory staff will continuously monitor quality assurance of marijuana

## New England Regional Dispensary

products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow NERD procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), NERD shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. NERD will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. NERD storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The NERD storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by NERD for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

## New England Regional Dispensary

### **QUALIFICATIONS AND TRAINING**

New England Regional Dispensary (“NERD” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with NERD. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b), all current owners, managers and employees of NERD that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. NERD shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of NERD’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All NERD employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of NERD shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. NERD shall retain all training records for four (4) years as required by 935 CMR 500.105(s). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

## New England Regional Dispensary

### **MAINTAINING OF FINANCIAL RECORDS**

New England Regional Dispensary (“NERD” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, NERD will implement the following policies for Recording Sales:

- (a) NERD will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) NERD may also utilize a sales recording module approved by the DOR.
- (c) NERD will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) NERD will 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. NERD will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If NERD 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 will immediately disclose the information to the Commission;
  - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) NERD will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) NERD will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) NERD will 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.

Following the closure of NERD, all records will be kept for at least two years, at NERD’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). NERD shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

## New England Regional Dispensary

### **RECORD KEEPING PROCEDURES**

New England Regional Dispensary (“NERD” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). NERD shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with NERD, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

### **VISITOR LOG**

NERD will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

### **REAL-TIME INVENTORY RECORDS**

NERD will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. NERD will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

### **MANIFESTS**

NERD will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at

## New England Regional Dispensary

the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. NERD will maintain records of all manifests.

### INCIDENT REPORTS

NERD will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

NERD shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. NERD shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

### TRANSPORTATION LOGS

In the event that NERD operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). NERD shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

### SECURITY AUDITS

NERD will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to NERD's security system, NERD will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

### CONFIDENTIAL RECORDS

NERD will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left

## New England Regional Dispensary

accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at NERD's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).



## New England Regional Dispensary

### **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

New England Regional Dispensary (“NERD” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. NERD shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), NERD is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in Clarksburg, MA.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that NERD determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. NERD strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, NERD has and follows a set of detailed written operating procedures for each location. NERD has developed and will follow a set of such operating procedures for each facility. NERD’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
  - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - 2. Engaged in unsafe practices with regard to operation of the Marijuana

## New England Regional Dispensary

- Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- (n) 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).
- (o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- (p) Policies and procedures for energy efficiency and conservation that shall include:
1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of NERD's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. NERD shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of NERD will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by NERD and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, NERD's personnel records will be available for inspection by the Commission, upon request. NERD's records shall be maintained in accordance with generally accepted

## New England Regional Dispensary

accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following NERD 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 of NERD's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with NERD and shall include, at a minimum, the following:
  - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. documentation of verification of references;
  - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. documentation of periodic performance evaluations;
  - f. a record of any disciplinary action taken; and
  - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. NERD understands that in the event that NERD were to close, all records will be kept for at least two years at the expense of NERD.

# New England Regional Dispensary

## **DIVERSITY PLAN**

New England Regional Dispensary (“NERD” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make NERD a leader and champion of diversity, both in the Town of Clarksburg and throughout the broader Massachusetts cannabis industry.

Town Specific Data - The Town of Clarksburg is located in Berkshire County Massachusetts. As of the census of 2010, there were 1,702 people residing in the town. Clarksburg ranks 20th out of 32 towns in Berkshire County by population. The racial makeup of the town is 98.8% White, 0.2% African American, 0.12% from other races. Hispanic or Latino of any race were 0.9% of the population. The Town is 51.4% Male and 48.6% Female.

NERD’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

**Goal: Achieve at least 15% of our staffing needs from women and minorities.**

### **Programs to Achieve Diversity Goal One:**

- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities and women, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

### **Measurements:**

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of NERD’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow NERD to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 15% of our staffing needs from women and minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by NERD’s total staffing at its Clarksburg facility to determine the percentage achieved.

### **Is our goal objectively reasonable?**

NERD’s goal of hiring women and minorities to comprise 15% of our staffing needs at our location in Clarksburg is objectively reasonable because of the facts and circumstances (the demographics listed in the paragraph above and our ability to advertise job positions over the internet and in various newspapers

## New England Regional Dispensary

and magazines that will target women and minorities) the Marijuana Establishment will be able to reach its stated goal.

NERD acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

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

NERD acknowledges that 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.

## New England Regional Dispensary

### Energy Compliance Plan

New England Regional Dispensary (“NERD”) plans to construct the facility from the ground up. The land as it stands is a gravel pit. NERD will raise a 12000 square foot indoor greenhouse and a 4000 square foot production facility (steel building).

During our buildout phase we will work with our architect and engineer to identify as many energy saving strategies as possible.

One of the main energy saving strategies will be the facility itself. Going with a greenhouse model, we plan to use the sun as a major part of the light source with the capacity to dim lights according to the PAR levels reached by the sun throughout the day. The grow lights will exclusively be LED. NERD plans to incorporate a radiant heat option when building the foundations. The radiant heat will keep the floor at a regulated temperature year-round using hot water heaters. The HVAC systems will mainly be used to cool and dehumidify. NERD will work with a HVAC company to identify any energy saving opportunities.

NERD will link to the 3-phase electricity provided by the town. There is an opportunity to link with a solar field abutting the property.

NERD will tie into the towns sewer system with its own meter monitoring the amount of waste that goes through the system

NERD acknowledges that if a Provisional License is issued, NERD at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and financial incentives received.

NERD is committed to using the most energy efficient strategies and because we are building the facility from scratch, the opportunities to put these measures into effect are even more achievable.

NERD will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license