Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282571

Original Issued Date: 02/15/2022

Issued Date: 02/15/2022

Expiration Date: 02/15/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Northeast Select Harvest Corp.

Phone Number: 617-943-2186 **Email Address:** licensing@neshcannabis.com

Business Address 1: 10 Chester Place **Business Address 2:**

Business City: Somerville **Business State:** MA **Business Zip Code:** 02144

Mailing Address 1: 10 Chester Place **Mailing Address 2:**

Mailing City: Somerville **Mailing State:** MA **Mailing Zip Code:** 02144

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: 51 **Percentage Of Control:** 51

Role: Executive / Officer **Other Role:** President, Secretary

First Name: Robert **Last Name:** Gregory **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: 26.5 **Percentage Of Control:** 26.5

Role: Executive / Officer **Other Role:** Vice President, Treasurer

First Name: Maria **Last Name:** Cacciola **Suffix:**

Gender: Female **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 3

Percentage Of Ownership: 12.5 **Percentage Of Control:** 12.5

Role: Director **Other Role:**

First Name: Christos **Last Name:** Poutahidis **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 378-380 Highland Avenue

Establishment Address 2:

Establishment City: Somerville **Establishment Zip Code:** 02144

Approximate square footage of the establishment: 3066 **How many abutters does this property have?:** 122

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date

Plan to Remain Compliant with Local Zoning	NESH - Zoning.pdf	pdf	603ff8d793441135c0c31cfc	03/03/2021
Certification of Host Community Agreement	NESH - HCA.pdf	pdf	603ffa4eb3603835a49f357b	03/03/2021
Community Outreach Meeting Documentation	NESH - Community Outreach Compilation.pdf	pdf	613b7f393e10be075d4ae571	09/10/2021
Community Outreach Meeting Documentation	NESH - Outreach - Number of Participants.pdf	pdf	615c586ec28c0968f3845b09	10/05/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Northeast Select Harvest_Plan for Positive Impact.pdf	pdf	6111a233f4f37839b1f2fc2f	08/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:** President, Secretary

First Name: Robert **Last Name:** Gregory **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:**

First Name: Maria **Last Name:** Cacciola **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Director **Other Role:** Director and Capital Contributor

First Name: Christos **Last Name:** Poutahidis **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Northeast Select Harvest - Articles of	pdf	5ca55d621e71bd12623307fc	04/03/2019

	Organization.pdf			
Bylaws	Northeast Select Harvest - Draft Corporate Bylaws.pdf	pdf	5ca594cb5fd63c1b24eba656	04/04/2019
Secretary of Commonwealth - Certificate of Good Standing	NESH - DUA.pdf	pdf	604036474e7ce735949cdb4b	03/03/2021
Secretary of Commonwealth - Certificate of Good Standing	NESH - SOC - COGS.pdf	pdf	60b94092bcbc5a361791087b	06/03/2021
Department of Revenue - Certificate of Good standing	NORTHEAST SELECT CGS 6 3 2021.pdf	pdf	60b98df8b6e6643629230486	06/03/2021

No documents uploaded

Massachusetts Business Identification Number: 001376740

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	NESH - Timeline.pdf	pdf	6040386493274435ba9e15e5	03/03/2021
Plan for Liability Insurance	NESH - Liability Insurance.pdf	pdf	60403888183b5235aa44ce63	03/03/2021
Business Plan	Northeast Select Harvest_Business Plan.pdf	pdf	6111958872db7037f432c1e7	08/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	NESH - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	6040ff47b64912358e313145	03/04/2021
Restricting Access to age 21 and older	NESH - Plan for Restricting Access to Age 21 and Older.pdf	pdf	6040ffaee15067356d20ac9f	03/04/2021
Security plan	NESH - Security Plan.pdf	pdf	6040ffdf40676f35abee0ee7	03/04/2021
Prevention of diversion	NESH - Prevention of Diversion.pdf	pdf	604100f293274435ba9e176a	03/04/2021
Storage of marijuana	NESH - Storage of Marijuana.pdf	pdf	604101149a694b3583a72471	03/04/2021
Transportation of marijuana	NESH - Transportation of Marijuana.pdf	pdf	604101c8b3603835a49f37d6	03/04/2021
Inventory procedures	NESH - Inventory Procedures.pdf	pdf	604102b3b3603835a49f37ee	03/04/2021
Quality control and testing	NESH - Quality Control and Testing.pdf	pdf	6041032cb64912358e31317b	03/04/2021
Dispensing procedures	NESH - Dispensing Procedures.pdf	pdf	60410859d7adff35b5a4e6e2	03/04/2021
Personnel policies including background checks	NESH - Personnel Policies.pdf	pdf	604108bf40676f35abee0f59	03/04/2021
Record Keeping procedures	NESH - Recordkeeping Procedures.pdf	pdf	60410925b64912358e3131c3	03/04/2021
Maintaining of financial records	NESH - Maintaining of Financial Records.pdf	pdf	60410939e15067356d20ad1e	03/04/2021
Qualifications and training	NESH - Qualifications and Training.pdf	pdf	604109564e7ce735949cdd3b	03/04/2021

Energy Compliance Plan	NESH - Energy Compliance Plan.pdf	pdf	60410975c997b43574a1a8d8	03/04/2021
Diversity plan	NESH - Diversity - RFI 10.4.21.pdf	pdf	615c57f32831f56830cd6b6f	10/05/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS
No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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: 10:00 AM	Monday To: 10:00 PM
Tuesday From: 10:00 AM	Tuesday To: 10:00 PM
Wednesday From: 10:00 AM	Wednesday To: 10:00 PM
Thursday From: 10:00 AM	Thursday To: 10:00 PM
Friday From: 10:00 AM	Friday To: 10:00 PM
Saturday From: 10:00 AM	Saturday To: 10:00 PM
Sunday From: 12:00 PM	Sunday To: 5:00 PM

NORTHEAST SELECT HARVEST CORP.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Northeast Select Harvest Corp. ("Northeast Select Harvest") will remain compliant at all times with the local zoning requirements set forth in Somerville's Zoning Ordinance. NESH's proposed Marijuana Retailer is located in the MR3 District, which allows Marijuana Retailers by Special Permit.

In compliance with the Somerville Zoning Ordinance, the property is not located within 300 feet of any public or private school providing education in kindergarten or any of grades 1 through 12.

As required by Somerville's Zoning Ordinance, NESH has received a Special Permit from the Planning Board and a License from the Licensing Commission. NESH will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. NESH will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at NESH's proposed location. NESH must act upon its Special Permit within two calendar years and renew its local license every five years.

Northeast Select Harvest has already attended several meetings with various municipal officials and boards to discuss Northeast Select Harvest's plans for a proposed Marijuana Retailer. Northeast Select Harvest will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Northeast Select Harvest's Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:
   NorthEast Select Harvest Corp
2. Name of applicant's authorized representative:
   Robert Gregory - President
3. Signature of applicant's authorized representative:
   - President
4. Name of municipality:
   City Of Somerville. Massachusetts
5. Name of municipality's contracting authority or authorized representative:
   MAYOR JOSEPH A. CURTATONE

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

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

~~cleis@somervillema.gov~~ mayor@somervillema.gov

8. Host community agreement execution date:

~~11/20/2020.~~ 12/05/19 KR

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 03/15/2021

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: 2/24/21

    b. Name of publication: Somerville Times

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: 2/24/21

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

    a. Date notice(s) mailed: 3/2/2021

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:

Northeast Select Harvest Corp.

Name of applicant's authorized representative:

Rob Gregory

Signature



Subject: Cloud Recording - Northeast Select Harvest - Community Outreach Meeting is now available
Date: Monday, March 15, 2021 at 8:01:18 PM Eastern Daylight Time
From: Zoom
To: Rebecca Rutenberg

Hi Becca Rutenberg,

Your cloud recording is now available.

Topic: Northeast Select Harvest - Community Outreach Meeting
Date: Mar 15, 2021 07:16 PM Eastern Time (US and Canada)

Click here to view your recording (this link can be used only by the host):
https://us02web.zoom.us/recording/detail?meeting_id=cNfl%2FpYTSaerYMB10Sr6LQ%3D%3D

Copy the link below to share this recording with viewers:
https://us02web.zoom.us/rec/share/teXVnlra2VHB8AcgUsiOjUSh0H8KJAORbYItYtlOVM4noaZa4iYQpDVvf0jLPQ6_.EWugW8RfyI2Ptsw6 Passcode: &yB02%wz

Thank you for choosing Zoom.
-The Zoom Team

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

LEGAL NOTICES

Legal Notices can also be viewed on our website at www.thesomervilletimes.com

CITY OF SOMERVILLE, MASSACHUSETTS
MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT
JOSEPH A. CURTATONE
MAYOR

GEORGE J. PROAKIS, AICP
EXECUTIVE DIRECTOR

LEGAL NOTICE - HISTORIC PRESERVATION COMMISSION (HPC)

The **Somerville Historic Preservation Commission (HPC)** will hold a public meeting and public hearings on **Tuesday, March 16, 2021** at 6:45pm on the following applications, in accordance with the Historic Districts Act, Chapter 40C of the Massachusetts General Laws, as amended, and/or the City of Somerville Code of Ordinances, Pt. II, Chap. 7, Sections 7-16 – 7-28.

Pursuant to Governor Baker's March 12, 2020 Order suspending certain provisions of the Open Meeting Law, M.G.L. Chapter 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, as well as Mayor Curtatone's Declaration of Emergency, dated March 15, 2020, this public meeting and hearings **will be conducted via remote participation**.

TO USE A COMPUTER

Registration URL:
https://attendee.gotowebinar.com/register/1940087580890557711
Webinar ID: 714-234-219

TO CALL IN

Phone Number: 1 (631) 992-3221
Access Code: 790-680-028

ALL OF THE CASES ADVERTISED BELOW HAVE A PUBLIC HEARING COMPONENT

DETERMINATIONS OF HISTORIC SIGNIFICANCE (STEP 1 IN THE DEMOLITION REVIEW PROCESS)

HPC.DMO 2021.06 – 1 Washington Street
Applicant: Niranjan Gawli
Owner: same as applicant
Demolish principal structure

HPC.DMO 2021.08 – 187 Central Street
Applicant: Nora, LLC
Owner: same as applicant
Demolish principal structure

HPC.DMO 2021.09 – 125 Highland Avenue
Applicant: Highand Masonic Temple Association, Co-Owner c/o Christopher Kenney
Owner: Barros Properties, LLC
Demolish principal structure

DETERMINATIONS OF PREFERABLY PRESERVED (STEP 2 IN THE DEMOLITION REVIEW PROCESS)

HPC.DMO 2020.27 – 129 Boston Avenue
Applicant: Eamon Fee
Owner: David Galvin
Demolish principal structure

HPC.DMO 2021.01 – 13Allen Street
Applicant: K & K Development
Owner: same as applicant
Demolish principal structure

HPC.DMO 2021.02 – 21-23 Allen Street
Applicant: 19-27 Allen St., LLC
Owner: Jean Martelli
Demolish all structures

HPC.DMO 2021.03 – 27 Allen Street
Applicant: 19-27 Allen St., LLC
Owner: Jean Martelli
Demolish all structures

HPC.DMO 2021.05 – 377 Washington Street
Applicant: Thomas Lichoulas
Owner: Washington TN, LLC
Demolish all structures

While City Hall continues to be closed in response to the COVID19 pandemic, case documents reviewed by the HPC are available on the City website at **https://www.somervillema.gov/departments/historic-preservation/hpc-cases**. *Cases may be continued to a later date; please check the agenda (posted 48 hours in advance of the meeting) on the City website or email* **historic@somervillema.gov** *to inquire if specific cases will be heard. Continued cases will not be re-advertised.* ***Note:*** *Written comments due to* **historic@somervillema.gov** ***NO LATER THAN NOON*** *one week prior to the meeting date. Email* **historic@somervillema.gov** *with inquiries.*

2/24/21 The Somerville Times

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

February 24, 2021

City of Somerville

93 Highland Ave

Somerville, MA 02143

On or about **March 4, 2021** the City of Somerville will submit a request to the Department of Housing and Urban Development (HUD) for the release of the Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known as the Healey Playground Project. The project is located at 5 Meacham St. at the Healey School. The project will include renovation of 65,000 sq. ft. of renovated synthetic turf, soccer field, support walls, park furnishings and ADA access. The site is adjacent to a large public housing development and will provide much needed recreational space for youth programs. The City of Somerville is requesting the release of 500,000.00 in federal funds from the HUD Community Development Block Grant funds.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from the National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at the Mayor's Office of Strategic Planning and Community Development, City of Somerville, 93 Highland Ave, Somerville, MA and may be reviewed via request to ospcd@somervillema.gov Due to COVID restrictions the offices are closed for in person requests.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Mayor's Office of Strategic Planning and Community Development. All comments received by March 4, 2021 will be considered by the City of Somerville prior to authorizing submission of a request for release of funds.

RELEASE OF FUNDS

The City of Somerville certifies to HUD that Joseph Curtatone in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the City of Somerville to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will consider objections to its release of funds and the City of Somerville's certification for a period of fifteen days following its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Somerville; (b) the City has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to HUD Office of Community Planning and Development at Thomas P. O'Neill, Jr. Federal Building 10 Causeway Street, 3rd Floor Boston, MA 02222-1092. Potential objectors should contact HUD to verify the actual last day of the objection period.

Joseph A. Curtatone, Mayor of the City of Somerville

2/24/21 The Somerville Times

Notice of Self Storage Sale

Please take notice Prime Storage - Somerville located at 39R Medford St., Somerville, MA 02143 intends to hold an auction to sell the goods stored by the following tenants at the storage facility. The sale will occur as an online auction via www.storagetreasures.com on **3/10/2021 at 12:00 PM**. Unless stated otherwise the description of the contents are household goods and furnishings. Roberta Mendoza unit #0431; Claudia Long unit #0771. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

2/17/21, 2/24/21 The Somerville Times

Legal Notices can be downloaded
from our website:
www.TheSomervilleTimes.com

ADVERTISEMENT

The Somerville Housing Authority, the Awarding Authority, invites sealed bids for Elevator Inspection, Maintenance and Repairs at Various Developments, SHA Job No. **P-ELV-042021** in accordance with the specifications prepared by the SHA Purchasing Department.

The work consists of a three (3) year "full service" monthly preventative maintenance contract as well as all other necessary repairs. Contractor must be able to provide twenty four (24) hour service 7 days a week.

General Bidders must be certified by the Division of Capital Planning and Operation DCAM in the category of work: Elevator Constructor.

The work is estimated to cost $300,000.00 per three (3) year term. Bids are subject to M.G.L.c. 149§44A J, and to the minimum wage rates required by M.G.L.c. 149§26 27H inclusive.

General Bids will be received until 11:00 A.M., March 11, 2021 and publicly opened forthwith, at the Offices of the Somerville Housing Authority, Administration Bldg., 30 Memorial Road, Somerville, MA 01245. A "Go to meeting" will be arranged for bid opening. Viewing information will be posted on SHA website. www.sha-web.org, under our opportunities tab.

Bids may be mailed or dropped off to Somerville Housing Authority, 30 Memorial Road, Somerville, MA 02145 and must be received before the time specified. General Bids shall be accompanied by a bid deposit that is not less than 5% of the greatest possible bid amount (considering any alternates) and made payable to the Somerville Housing Authority.

Bid and Contract Documents will be available for download on Somerville Housing Authority web site www.sha-web.org, under our opportunities tab,at 11:00 a.m., February 17, 2021. There will be no charge for these documents. If downloaded, you must contact Anthony Crespo by email at Tonyc@sha-web.org and register\ leave contact information including an email to receive changes, or updates. You will receive a reply that your email has been received. Bidders\ Contractors are responsible for insuring that their email and bids are received.

A site visit is scheduled for 10:00 a.m., February 22, 2021. You are not required to attend. Attendees must wear a PPE facemask, which covers the nose and mouth, and maintain social distancing, failure to do so may result in rejection of your bid. Attendees are required to provide notification that they will attend. Please notify Anthony Crespo by email at Tonyc@sha-web.org or at 617-625-1152 extension 336 if you are attending. All interested parties will meet at outdoors of Somerville Housing Authority, Modernization Building, 30R Memorial Road, Somerville, MA 02145.

2/17/21, 2/24/21 The Somerville Times

NOTICE OF COMMUNITY OUTREACH MEETING
NORTHEAST SELECT HARVEST CORP.

Notice is hereby given that Northeast Select Harvest Corp. will hold a Virtual Community Outreach Meeting on **March 15, 2021** at 7:30 PM relative to its proposal to site an Adult Use Marijuana Retailer at 378 Highland Avenue in Somerville.

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

The Virtual Community Outreach Meeting via Zoom is available at https://us02web.zoom.us/j/82442807377. Participants may also dial in by telephone using the phone number: 646-558-8656 with meeting ID 82442807377#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at NESHSomerville.Squarespace.com

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

2/24/21 The Somerville Times

NOTICE OF COMMUNITY OUTREACH MEETING
EAST COAST REMEDIES CORP.

Notice is hereby given that East Coast Remedies Corp. will hold a Virtual Community Outreach Meeting on **March 16, 2021** at 5:30 PM relative to its proposal to site an Adult Use Marijuana Retailer at 76-82 Central Street in Somerville.

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

The Virtual Community Outreach Meeting via Zoom is available at https://us02web.zoom.us/j/86542818162. Participants may also dial in by telephone using the phone number: 301-715-8592 with meeting ID 86542818162#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at EastCoastRemedies.Squarespace.com

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

2/24/21 The Somerville Times

Attachment B

2021 FEB 24 A 11:54

CITY CLERK'S OFFICE
SOMERVILLE, MA

NOTICE OF COMMUNITY OUTREACH MEETING
NORTHEAST SELECT HARVEST CORP.

Notice is hereby given that Northeast Select Harvest Corp. will hold a Virtual Community Outreach Meeting on **March 15, 2021** at 7:30 PM relative to its proposal to site an Adult Use Marijuana Retailer at 378 Highland Avenue in Somerville.

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

The Virtual Community Outreach Meeting via Zoom is available at https://us02web.zoom.us/j/82442807377. Participants may also dial in by telephone using the phone number: 646-558-8656 with meeting ID 82442807377#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at NESHSomerville.Squarespace.com

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

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Please be advised that a total of 10 attendees participated in the company's community outreach meeting.

NORTHEAST SELECT HARVEST CORP.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Northeast Select Harvest Corp. ("Northeast Select Harvest") has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goals/programs to positively impact Massachusetts residents who have past drug convictions; Massachusetts residents with parents or spouses who have drug convictions; Economic Empowerment Priority applicants; and Commission-designated Social Equity Program participants (the "**Target Communities**").

Goals

In order for Northeast Select Harvest to positively impact the Target Communities, Northeast Select Harvest has established the following goals:

1. Implementing an annual mentorship program whereby Northeast Select Harvest will mentor no fewer than one (1) individual from the Target Communities per year to aide their entry into the cannabis industry;
2. Hosting at least one (1) industry-specific educational seminar per year to support individuals from the Target Communities; and
3. Giving hiring preference to Massachusetts residents who have past drug convictions with the goal that at least 5% of staff is comprised of Massachusetts residents who have past drug convictions.

Programs

Northeast Select Harvest has developed specific programs to effectuate its stated goals to positively impact the Target Communities.

1. Posting jobs (as they become available but no less than annually) with 70MillionJobs.com in order to identify and hire Massachusetts residents who have past drug convictions;
2. Creating an annual mentorship program for individuals in the Target Communities;
    a. Northeast Select Harvest will identify no fewer than one (1) individual per year from the Target Communities to participate in the mentorship program per year;
    b. Northeast Select Harvest will advertise the mentorship program via social media in conformance with the requirements of 935 CMR 500.105(4);
    c. Topics covered during the mentorship program will include licensing, compliance, and best practices for retail operations in Massachusetts;
    d. Participants in the mentorship program will be required to attest to and/or provide documentation of their status as an individual within the Target Communities;[1]

[1] Northeast Select Harvest will ensure that any hiring practices or information gathering instituted with respect to Massachusetts residents who have past drug convictions or Massachusetts residents with parents or spouses who have drug convictions are done in accordance with "Ban the Box" standards.

e. Upon completion of the mentorship program, participants will be informed of any open job opportunities with Northeast Select Harvest.

3. Hosting at least one (1) educational seminar for individuals from the Target Communities per year
    a. Topics covered will include marijuana business training, marijuana compliance, or resume writing/interviewing;
    b. Each educational seminar will be no less than two (2) hours long;
    c. Northeast Select Harvest will advertise any educational seminars via social media in conformance with the requirements of 935 CMR 500.105(4);
    d. Participants in any educational seminar will be required to attest to and/or provide documentation of their status as an individual within the Target Communities;
    e. Each seminar will be able to accommodate no fewer than ten (10) participants from the Target Communities; and
    f. Upon completion of the educational seminar, participants will be informed of any open job opportunities with Northeast Select Harvest.

Measurements

Northeast Select Harvest's Secretary will administer the Plan and will be responsible for developing measurable outcomes to ensure Northeast Select Harvest continues to meet its commitments. Such measurable outcomes, in accordance with Northeast Select Harvest's goals and programs described above, include:

- Undergoing a comprehensive staffing analysis to determine the number of individuals hired from the Target Communities (in accordance with relevant employment law standards);
- Documenting any and all job advertisements placed with 70MillionJobs.com, as well as any resumes received via that platform;
- Documenting each educational seminar offered and collecting relevant information on participants, subjects covered, and advertisements placed; and
- Documenting all mentorship program participants and collecting relevant information on participants, subjects covered, and advertisements placed.

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

Acknowledgements

- Northeast Select Harvest 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 Northeast Select Harvest will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001376740

ARTICLE I

The exact name of the corporation is:

NORTHEAST SELECT HARVEST CORP.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	275,000	$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day*

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ROBERT GREGORY
No. and Street: 23 CHESTER STREET
City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ROBERT GREGORY	23 CHESTER STREET SOMERVILLE, MA 02144 USA
TREASURER	MARIA CACCIOLA	66 STARK AVENUE REVERE, MA 02151 USA
SECRETARY	ROBERT GREGORY	23 CHESTER STREET SOMERVILLE, MA 02144 USA
VICE PRESIDENT	MARIA CACCIOLA	66 STARK AVENUE REVERE, MA 02151 USA
DIRECTOR	CHRISTOS POUTAHIDIS	147 WILLOW AVENUE SOMERVILLE, MA 02144 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

APPLYING FOR A CANNABIS CONTROL COMMISSION LICENSE

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 23 CHESTER STREET
City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:

No. and Street: 23 CHESTER STREET
City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA
which is

X its principal office
__ an office of its transfer agent
__ an office of its secretary/assistant secretary
__ its registered office

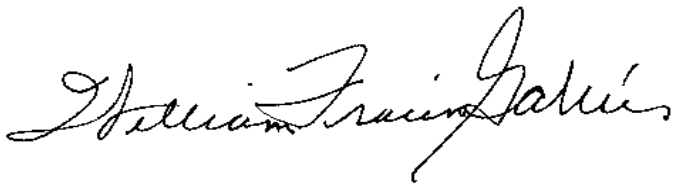
Signed this 2 Day of April, 2019 at 1:19:34 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she*

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THE COMMONWEALTH OF MASSACHUSETTS

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

April 02, 2019 01:17 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BYLAWS

OF

NORTHEAST SELECT HARVEST CORP.

BYLAWS OF NORTHEAST SELECT HARVEST CORP.

ARTICLE I: GENERAL

Section 1.01 Name and Purposes. The name of the Corporation is **NORTHEAST SELECT HARVEST CORP.** (the "**Corporation**"). The purpose of the Corporation shall be as set forth in the Corporation's Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the "**Articles of Organization**") pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law ("**Chapter 156D**").

Section 1.02 Articles of Organization. These Bylaws ("**Bylaws**"), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word "Massachusetts" and the year of its incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.05 Location of Principal Office of the Corporation. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

ARTICLE II: SHAREHOLDERS

Section 2.01 Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board

of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section 2.04 simultaneously with the written request for the

meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

(a) The name(s) and address(es) of the Proposing Shareholder(s).

(b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.

(c) If the notice regards the nomination of a candidate for election as Director:

(i) The name, age, business and residence address of the candidate;

(ii) The principal occupation or employment of the candidate; and

(iii) The class and number of shares of the Corporation beneficially owned by the candidate.

(d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

Section 2.05 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records

of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

(a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.

(b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.

(c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.

(d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 ***Reserved***

Section 2.07 Fixing the Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.
A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date.

Section 2.08 Quorum of and Action by Shareholders. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group

includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.

b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.09 ***Reserved***

Section 2.10 Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.11 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.14 Action by Shareholders Without a Meeting. Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.15 Automatic Divestiture. If, during anytime while the Corporation holds a local or state marijuana business license, any of the following occur to a shareholder or to a member of an entity that is a shareholder of the Corporation, all interests of that shareholder in the Corporation (the "Affected Shareholder") will automatically and immediately terminate, and the Affected Shareholder will cease to be a shareholder:

(a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in

a marijuana business; *however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Corporation's marijuana business license(s) based upon such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder's shares shall not be subject to divestiture under this Section 2.15;

(b) The Affected Shareholder or any entity that it owns or controls incurs a revocation of any Massachusetts marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Corporation's marijuana business license;

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a marijuana business;

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Corporation of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a marijuana business license on the Corporation removing the Affected Shareholder in the Corporation;

(e) The applicable cannabis regulatory body or local licensing authority advises the Corporation in writing, or it is otherwise determined by court order, that a decision on the Corporation's marijuana business license is being delayed beyond one (1) year following the filing of the Corporation's application for a marijuana business license, and the Corporation is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder;

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for Corporation business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the applicable cannabis regulatory body, unless, unless such member is divested from the Affected Shareholder in a timely manner.

Section 2.16 Redemption of Shares Following Automatic Divestiture.

(a) The Corporation shall continue in existence notwithstanding the automatic termination of any Affected Shareholder pursuant to Section 2.15 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.15, above, is due to a member, shareholder, manager, director or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law or the applicable cannabis regulatory boy provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director or officer that caused any of the events enumerated in Section 2.15, above, pursuant to the terms of the Affected Shareholder's governing documents.

(b) The Corporation shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Corporation and the Affected Shareholder shall determine the fair market value of the Affected Shareholder's shares by a mutually agreed upon third party appraisal.

(ii) If the Affected Shareholder and the Corporation cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Shareholder's shares shall be averaged and used for calculating the Payoff Note (as defined herein).

(iii) Once the value of the Affected Shareholder's shares is determined in relation to the Corporation's fair market value, the Corporation shall deliver a note (the "**Payoff Note**") to the Affected Shareholder for fifty percent (50%) of the asset value of Affected Shareholder's shares. The Payoff Note may be payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Corporation may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

ARTICLE III: DIRECTORS

Section 3.01 Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be one (1) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial sole Director shall be Christos Poutahidis.

Section 3.02 Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Section 3.03 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.04 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.05 Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.06 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.07 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.08 Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.09 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10 Compensation. Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

Section 3.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12 Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and

to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

(a) Approve actions that require approval of the shareholders or the outstanding shares.

(b) Fill vacancies on the Board or in any committee.

(c) Amend or repeal bylaws or adopt new bylaws.

(d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.

(e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE IV: OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more Vice Presidents or assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the

Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

Section 4.03 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by Chapter 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

Section 6.01 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and privileges regarding classified shares or a class of shares with two (2) or more

series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

Section 6.02 Transfers of Shares. No shares of Common Stock of the Corporation may be subject to Transfer (as defined herein) without the approval of no less than unanimous consent of the Board. Notwithstanding any other provision of these Bylaws, each shareholder agrees that it will not, directly or indirectly, Transfer any of its shares or share equivalents, and the Corporation agrees that it shall not issue any shares or share equivalents if such Transfer would cause the Corporation to be unfit for licensure by the applicable cannabis regulatory body or otherwise subject to the applicable cannabis regulatory body for disciplinary action. In any event, the Board may refuse the Transfer of shares to any person if such Transfer would have a material adverse effect on the Corporation as a result of any regulatory or other restrictions imposed by any governmental authority.

Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

Section 6.03 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the

Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII: CORPORATE RECORDS AND INSPECTION

Section 7.01 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.02 Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

Section 7.03 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.02 Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.03 Invalid Provisions. If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.04 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or

substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

(a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.

(b) Relocate the principal office or designate alternative principal offices or regional offices.

(c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.

(d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section 8.05 Reports. The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

Section 8.06 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

ARTICLE IX: AMENDMENT OF BYLAWS

Section 9.01 Amendment by Shareholders. Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

Section 9.02 Amendment by Directors. Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.

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

Signed under the pains and penalties of perjury, I, Robert C. Gregory – President, an authorized representative of Northeast Select Harvest Corp. certify that the company 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.



10/14/2020
Date

Name: Robert C. Gregory.

Title: President – In Capacity.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: June 02, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

NORTHEAST SELECT HARVEST CORP.

is a domestic corporation organized on **April 02, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

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

Certificate Number: 21060082560

Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx

Processed by: bod

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

mass.gov/dor

Letter ID: L1376853824
Notice Date: June 3, 2021
Case ID: 0-001-186-090

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

NORTHEAST SELECT HARVEST CORP
23 CHESTER ST
SOMERVILLE MA 02144-3004

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NORTHEAST SELECT HARVEST CORP is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief
Collections Bureau

NORTHEAST SELECT HARVEST CORP.

PLAN FOR OBTAINING LIABILITY INSURANCE

Northeast Select Harvest Corp. ("Northeast Select Harvest") plans to contract with an insurance provider to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually and product liability coverage for no less than $1,000,000 per occurrence & $2,000,000 in aggregate annually. The policy deductible will be no higher than $5,000 per occurrence. Northeast Select Harvest will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Northeast Select Harvest will place in escrow at least $250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Northeast Select Harvest will keep reports documenting compliance with 935 CMR 500.105(10).

NORTHEAST SELECT HARVEST CORP.

Business Plan

August 9, 2021

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Northeast Select Harvest Corp. ("Northeast Select Harvest") is a Marijuana Establishment ("**ME**") committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

1.2 License Type

Northeast Select Harvest is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate an ME Retailer in Somerville, Massachusetts.

1.3 Product

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

1. Concentrates
2. Topical Salves
3. Creams/Lotions
4. Patches
5. Oral Mucosal/Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use C02 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Food/Beverages

1.4 What Drives Us

Northeast Select Harvest's goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Northeast Select Harvest's operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionally impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
7. Running an environmentally friendly ME in the Commonwealth of Massachusetts; and
8. Creating branded marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Northeast Select Harvest is a Massachusetts domestic for-profit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a ME in the Commonwealth.

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

2.2 Operations

Northeast Select Harvest will be located in Somerville. Northeast Select Harvest has site control of a facility located at 378-380 Highland Avenue Somerville, Massachusetts 02144.

The facility is well positioned and matches the ideal picture of a community dispensary store. The business will be launching with just one outlet in Somerville but has plans to open other outlets in key locations in Massachusetts.

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

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

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

Northeast Select Harvest will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than $5,000 per occurrence.

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

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

of in compliance with all applicable state and federal requirements.

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

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

Northeast Select Harvest and Northeast Select Harvest agents will comply with all local rules, regulations, ordinances, and bylaws.

2.3 Security

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

Northeast Select Harvest's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Somerville Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Northeast Select Harvest's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Northeast Select Harvest will maintain a current list of individuals with access. Northeast Select Harvest will have security personnel on-site during business hours.

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

2.4 Benefits to the Municipality

Northeast Select Harvest looks forward to working cooperatively with the City of Somerville to ensure that Northeast Select Harvest operates as a responsible, contributing member of the Somerville community. Northeast Select Harvest anticipates establishing a mutually beneficial

relationship with the City in exchange for permitting Northeast Select Harvest to site and operate in Somerville. The City stands to benefit in various ways, including but not limited to the following:

- Jobs:
  - A Marijuana Retailer facility will add 10-15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
  - A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- Access to Quality Product:
  - Northeast Select Harvest will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
  - In addition to the Commission, the Somerville Police Department and other municipal departments will have oversight over Northeast Select Harvest's security systems and processes.
- Responsibility:
  - Northeast Select Harvest is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development:
  - Northeast Select Harvest's renovation of the facility will revitalize Somerville and contribute to the overall economic development of the local community.

3. MARKET RESEARCH

3.1 Industry

In Massachusetts, adult-use retail sales are expected to increase from $106 million in 2017 to $457 million in 2018, and eventually to $1.4 billion in 2025, according to New Frontier Data. Unlike other places where cannabis is legal, Massachusetts is within driving distance of some of the most populous places in the country and is poised to become a cannabis tourist destination.

3.2 Customers

Northeast Select Harvest will only sell marijuana and marijuana products to customers ages 21 years and older that provide a valid identification. Northeast Select Harvest's intended customers are residents of Somerville and the neighboring municipalities.

3.3 Competitive Advantage

The retail cannabis industry is known to be highly competitive; however, Northeast Select Harvest possesses several strengths that will separate Northeast Select Harvest from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

3.4 Regulations

Northeast Select Harvest is a Marijuana Establishment, consistent with the objectives of St.

2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Northeast Select Harvest will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. Northeast Select Harvest will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

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

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

4. MARKETING & SALES

4.1 Growth Strategy

Northeast Select Harvest's plan to grow the company includes:

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

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

4.2 Communication

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

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

9-1-1. This product may be illegal outside of MA."

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

Northeast Select Harvest will communicate with customers through:

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

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

4.3 Sales

Northeast Select Harvest will sell its product and service by engaging customers with knowledgeable in-store personnel. Northeast Select Harvest will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

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

4.4 Logo

Northeast Select Harvest will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo will be discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

5. FINAL REMARKS

Northeast Select Harvest has the experience and know-how to safely and efficiently serve customers with high quality, consistent, laboratory-tested cannabis and derivatives. By expanding operations to include adult-use products, Northeast Select Harvest hopes to bring its high-quality standards to adult-use Consumers to provide them with a safe and clean community environment. Northeast Select Harvest will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Northeast Select Harvest's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Northeast Select Harvest Corp. ("Northeast Select Harvest") will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Northeast Select Harvest agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), Northeast Select Harvest will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Northeast Select Harvest will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Northeast Select Harvest will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**" Pursuant to 935 CMR 500.105(6)(b), Northeast Select Harvest packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are "neon" in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Northeast Select Harvest's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Northeast Select Harvest Corp. ("Northeast Select Harvest") will comply with the following sanitary requirements:

1. Any Northeast Select Harvest agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Northeast Select Harvest agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Northeast Select Harvest's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Northeast Select Harvest's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Northeast Select Harvest's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Northeast Select Harvest will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Northeast Select Harvest's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Northeast Select Harvest's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Northeast Select Harvest's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Northeast Select Harvest will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Northeast Select Harvest acknowledges and understands that the Commission may require Northeast Select Harvest to demonstrate

the intended and actual use of any toxic items found on Northeast Select Harvest's premises;

11. Northeast Select Harvest will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Northeast Select Harvest's needs;
12. Northeast Select Harvest's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Northeast Select Harvest will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Northeast Select Harvest will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Northeast Select Harvest will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Northeast Select Harvest's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

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

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

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

Testing

Northeast Select Harvest will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Northeast Select Harvest for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Northeast Select Harvest's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Northeast Select Harvest's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Northeast Select Harvest's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of *the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Northeast Select Harvest acknowledges and understands that the Commission may require additional testing.

Northeast Select Harvest's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Northeast Select Harvest and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Northeast Select Harvest will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Northeast Select Harvest acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with

testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Northeast Select Harvest's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Northeast Select Harvest for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

<u>Quality Control Samples</u>

Quality Control Samples provided to employees may not be consumed on Northeast Select Harvest's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Northeast Select Harvest will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and

3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Northeast Select Harvest will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Northeast Select Harvest Corp. ("Northeast Select Harvest") will securely maintain personnel records, including registration status and background check records. Northeast Select Harvest will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Northeast Select Harvest and will include, at a minimum, the following:

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

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Northeast Select Harvest will undergo a detailed background investigation prior to being granted access to a Northeast Select Harvest facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Northeast Select Harvest pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Northeast Select Harvest will consider:

a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Northeast Select Harvest will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Northeast Select Harvest will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration, if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
        ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
        x. Any other relevant information, including information submitted by the subject.
    c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Northeast Select Harvest or the Commission.

Personnel Policies and Training

As outlined in Northeast Select Harvest's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Northeast Select Harvest agents are required to complete training as detailed in Northeast Select Harvest's Qualifications and Training plan which includes but is not limited to Northeast Select Harvest's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Northeast Select Harvest will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Northeast Select Harvest operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

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

    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Northeast Select Harvest.
- Personnel Records

  At a minimum, Personnel Records will include:
    - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
    - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Northeast Select Harvest and will include, at a minimum, the following:
        - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        - Documentation of verification of references;
        - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
        - Documentation of periodic performance evaluations; and
        - A record of any disciplinary action taken.
        - Notice of completed responsible vendor and eight-hour related duty training.
    - A staffing plan that will demonstrate accessible business hours;
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
    - Northeast Select Harvest will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
    - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
    - Northeast Select Harvest will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants;

marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
    - Northeast Select Harvest will maintain records that is has performed 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 the sales data and produce such records on request to the Commission.
- Incident Reporting Records
    - Within ten (10) calendar days, Northeast Select Harvest will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(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 within twenty-four (24) hours of discovering the breach or incident .
    - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Northeast Select Harvest for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Northeast Select Harvest's jurisdiction on request.
- Visitor Records
    - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, Northeast Select Harvest will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Northeast Select Harvest agents present during the disposal or other handling, with their signatures. Northeast Select Harvest will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
    - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
    - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Northeast Select Harvest is aware of pending criminal, civil or

administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records
    - Northeast Select Harvest will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
    - Records that any and all of Northeast Select Harvest's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
    - Northeast Select Harvest shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
    - In the event Northeast Select Harvest closes, all records will be kept for at least two (2) years at Northeast Select Harvest's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Northeast Select Harvest will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

  Policies and Procedures related to Northeast Select Harvest's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
    - Security measures in compliance with 935 CMR 500.110;
    - Employee security policies, including personal safety and crime prevention techniques;
    - A description of Northeast Select Harvest's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
    - Storage of marijuana in compliance with 935 CMR 500.105(11);
    - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
    - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
    - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Northeast Select Harvest operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Northeast Select Harvest, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Northeast Select Harvest's website.
- Policies and procedures for the handling of cash on Northeast Select Harvest premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

- <u>License Renewal Records</u>

- Northeast Select Harvest shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
    - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
        - Assets and liabilities;
        - Monetary transactions;
        - Books of accounts, which will include journals, ledgers, and 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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Northeast Select Harvest.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Prohibiting the use of software or other methods to manipulate or alter sales data;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
        - If Northeast Select Harvest 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: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
    - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
    - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

- License Renewal Records
  - Northeast Select Harvest shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

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

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Northeast Select Harvest's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. A Northeast Select Harvest Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Northeast Select Harvest or by a third-party vendor engaged by the Northeast Select Harvest. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Northeast Select Harvest Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Northeast Select Harvest Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
    - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
    - The amount of time to feel impairment;
    - Visible signs of impairment; and

    - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
    - How to check identification;
    - Spotting and confiscating fraudulent identification;
    - Common mistakes made in identification verification.
    - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Northeast Select Harvest Agents which shall include:
    - Conduct of Northeast Select Harvest Agents;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Local and state licensing and enforcement, including registration and license sanctions;
    - Incident and notification requirements;
    - Administrative, civil, and criminal liability;
    - Health and safety standards, including waste disposal;
    - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
    - Permitted hours of sale;
    - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
    - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Northeast Select Harvest will encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Northeast Select Harvest's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Northeast Select Harvest Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Northeast Select Harvest to maintain designation as a Responsible Vendor. Once the Northeast Select Harvest Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

Northeast Select Harvest Corp. ("Northeast Select Harvest") is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Northeast Select Harvest will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Northeast Select Harvest is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Northeast Select Harvest will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Northeast Select Harvest is in the process of considering opportunities for renewable energy generation (including wind and solar options). Northeast Select Harvest's preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Northeast Select Harvest may reconsider at a future date. Northeast Select Harvest will also consult with its architects and engineers when designing the facility to determine the building's capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Northeast Select Harvest is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Northeast Select Harvest will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Northeast Select Harvest also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal

officials to identify other potential energy saving programs and initiatives. Northeast Select Harvest will also coordinate with its utility companies to explore any energy efficiency options available to Northeast Select Harvest.

NORTHEAST SELECT HARVEST CORP.

DIVERSITY PLAN

Overview

Northeast Select Harvest Corp. ("Northeast Select Harvest") has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Northeast Select Harvest's operations.

Goals

In order for Northeast Select Harvest to promote equity for the above-listed groups in its operations, Northeast Select Harvest has
established the following goals:

1. Employ at least 20% women and at least 20% minorities
2. Employ at least 5% veterans, 5% people with disabilities; and 5% people who identify as LGBTQ+; and
3. Implement quarterly internal trainings on diversity, equity, and inclusion for its employees.

Programs

Northeast Select Harvest has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Publish open jobs (as they become available but not less than annually) in media and publications that cater to diverse populations, including Diversityjobs.com; and
2. Implement mandatory, quarterly internal trainings on diversity, equity and inclusion for all employees:
    a. Topics will include unconscious bias, preventing discrimination and harassment, and creating an inclusive workspace;
    b. Completion of each training will be included in each employee's personnel file.

Measurements

Northeast Select Harvest's Secretary will administer the Plan and will be responsible for developing measurable outcomes to ensure Northeast Select Harvest continues to meet its commitments. Such measurable outcomes, in accordance with Northeast Select Harvest's goals and programs described above, include:

- Underdoing a comprehensive staffing analysis to determine the demographic composition of Northeast Select Harvest's employees (in accordance with relevant employment law standards)
- Documenting any and all job advertisements placed with media and publications targeted towards diverse populations (including DiversityJobs.com), as well as any resumes received as a result of such efforts;
- Documenting each employee training on diversity, equity, and inclusion (with such documentation including topics covered and employee participation).

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

Acknowledgements

- Northeast Select Harvest 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 Northeast Select Harvest will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.