



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284143
Original Issued Date: 10/16/2023
Issued Date: 10/16/2023
Expiration Date: 10/16/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Spencer House LLC

Phone Number: 413-212-2325 Email Address: heather@thespencerhouselc.com

Business Address 1: 3235 MAIN ST

Business Address 2:

Business City: Becket

Business State: MA

Business Zip Code: 01223

Mailing Address 1: 215 Johnson Hill RD

Mailing Address 2:

Mailing City: Washington

Mailing State: MA

Mailing Zip Code: 01223

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

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: 64

Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Heather

Last Name: Anello

Suffix:

Gender: Female

User Defined Gender:

Date generated: 11/01/2023

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

Specify Race or Ethnicity: White

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9 Percentage Of Control:

Role: Executive / Officer

Other Role:

First Name: Glenn

Last Name: Posey

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: White

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 9 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Virginia

Last Name: Mure

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: White

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 9 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Barbara

Last Name: Canale-Schmidt

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: White

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 9 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Jane

Last Name: Pytko

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: White

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1 Percentage Of Control:

Role: Executive / Officer

Other Role:

First Name: Casey

Last Name: Nothe

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Ashkanazi Jewish

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

Date generated: 11/01/2023

First Name: Casey	Last Name: Nothe	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Nothe is the Chief Compliance Officer and maintains the organizational Standard Operating Procedures.

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
Entity Contributing Capital 1

Entity Legal Name: Spencer House LLC		Entity DBA:	
Email: heather@thespencerhousellc.com	Phone: 413-212-2325		
Address 1: 215 Johnson Hill Rd		Address 2:	
City: Washington	State: MA	Zip Code: 01223	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$7000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Heather	Last Name: Anello	Suffix:
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Marijuana Establishment Name: Spencer House LLC DBA Canna Corner	Business Type: Marijuana Retailer
Marijuana Establishment City: Becket	Marijuana Establishment State: MA

Individual 2

First Name: Heather	Last Name: Anello	Suffix:
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Marijuana Establishment Name: Spencer House LLC DBA Grow Chester	Business Type: Marijuana Cultivator
Marijuana Establishment City: Chester	Marijuana Establishment State: MA

Individual 3

First Name: Glenn	Last Name: Posey	Suffix:
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Marijuana Establishment Name: Spencer House LLC DBA Canna Corner	Business Type: Marijuana Retailer
Marijuana Establishment City: Becket	Marijuana Establishment State: MA

Individual 4

First Name: Glenn	Last Name: Posey	Suffix:
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Marijuana Establishment Name: Spencer House LLC DBA Grow Chester	Business Type: Marijuana Cultivator
Marijuana Establishment City: Chester	Marijuana Establishment State: MA

Individual 5

First Name: Virginia	Last Name: Mure	Suffix:
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Marijuana Establishment Name: Spencer House LLC	Business Type: Marijuana Retailer
Marijuana Establishment City: Becket	Marijuana Establishment State: MA

Individual 6

First Name: Virginia	Last Name: Mure	Suffix:
Marijuana Establishment Name: Spencer House LLC DBA Grow Chester	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Chester	Marijuana Establishment State: MA	

Individual 7

First Name: Barbara	Last Name: Canale-Schmidt	Suffix:
Marijuana Establishment Name: Spencer House LLC DBA Canna Corner	Business Type: Marijuana Retailer	
Marijuana Establishment City: Becket	Marijuana Establishment State: MA	

Individual 8

First Name: Barbara	Last Name: Canale-Schmidt	Suffix:
Marijuana Establishment Name: Spencer House LLC DBA Grow Chester	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Chester	Marijuana Establishment State: MA	

Individual 9

First Name: Jane	Last Name: Pytko	Suffix:
Marijuana Establishment Name: Spencer House LLC DBA Canna Corner	Business Type: Marijuana Retailer	
Marijuana Establishment City: Becket	Marijuana Establishment State: MA	

Individual 10

First Name: Jane	Last Name: Pytko	Suffix:
Marijuana Establishment Name: Spencer House LLC DBA Grow Chester	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Chester	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 91 American Legion Drive	
Establishment Address 2:	
Establishment City: North Adams	Establishment Zip Code: 01247
Approximate square footage of the establishment: 1740	How many abutters does this property have?: 15
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
Certification of Host Community Agreement	2021.03.01_Spencer House LLC Host Community Agreement_FINAL.pdf	pdf	6047afe5b64912358e3140de	03/09/2021
Plan to Remain Compliant with Local Zoning	North Adams Plan to Remain Compliant with Local Zoning (1).pdf	pdf	6047be054e7ce735949cecb6	03/09/2021
Community Outreach Meeting Documentation	Na Community Outreach List of Attendees.pdf	pdf	608bedf8d91389075ed38046	04/30/2021
Certification of Host Community Agreement	NA HCA Certification Form.pdf	pdf	608bee44e54b280786baf376	04/30/2021
Community Outreach Meeting Documentation	NA Community Outreach Attestation Updated 5.3.2021.pdf	pdf	608ff0f88f80610756a1133f	05/03/2021

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	NA-Canna Corner PIP 5.17.2021.pdf	pdf	60a2b8693bbe600765b4faf9	05/17/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Heather

Last Name: Anello Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Glenn

Last Name: Posey Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner

Other Role:

First Name: Virginia

Last Name: Mure Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner

Other Role:

First Name: Barbara

Last Name: Canale-Schmidt Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Owner / Partner

Other Role:

First Name: Jane

Last Name: Pytko Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Executive / Officer

Other Role:

First Name: Casey

Last Name: Nothe Suffix:

RMD Association: RMD Manager

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	Articles of Organization .pdf	pdf	6047cabf8d09dc35cbc0d59e	03/09/2021
Bylaws	SH operating agreement-merged (1).pdf	pdf	6047cbd2b3603835a49f47b7	03/09/2021
Department of Revenue - Certificate of Good standing	DOR Tax compliance cert..pdf	pdf	6047d60740676f35abee1f02	03/09/2021
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good standing secretary.pdf	pdf	6047d613efe1e0359b95bf58	03/09/2021
Department of Revenue - Certificate of Good standing	Cert of good standing DUA.pdf	pdf	6064a907694f45077ebc55fe	03/31/2021

No documents uploaded

Massachusetts Business Identification Number: 001229169

Doing-Business-As Name: Canna Corner

DBA Registration City: North Adams

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	NA LIABILITY INSURANCE PLAN.pdf	pdf	6047cd214e7ce735949ced5d	03/09/2021
Business Plan	NA Business Plan (002).pdf	pdf	6047d00301124c35d20a2286	03/09/2021
Proposed Timeline	NA - PROPOSED TIMELINE FOR ACHIEVING OPERATION.pdf	pdf	6047d0c0b64912358e314205	03/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	NA CANNA CORNER PREVENTION OF DIVERSION POLICY AND PROCEDURE .pdf	pdf	6047f3f7183b5235aa44e10e	03/09/2021
Dispensing procedures	NA DISPENSING PROCEDURES .pdf	pdf	6047f41340676f35abee1fee	03/09/2021
Energy Compliance Plan	NA Energy Compliance Plan.pdf	pdf	6047f42fe15067356d20be29	03/09/2021
Inventory procedures	NA INVENTORY PROCEDURES .pdf	pdf	6047f4369a694b3583a735e2	03/09/2021
Personnel policies including background checks	NA PERSONNEL POLICIES .pdf	pdf	6047f445d7adff35b5a4f7d1	03/09/2021
Plan for obtaining marijuana or marijuana products	NA Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	6047f45393441135c0c330d8	03/09/2021

Qualifications and training	NA QUALITY CONTROL AND TESTING .pdf	pdf	6047f46d01124c35d20a237f	03/09/2021
Record Keeping procedures	NA RECORD KEEPING PROCEDURES .pdf	pdf	6047f47879e02335ddb61504	03/09/2021
Storage of marijuana	NA STORAGE OF MARIJUANA .pdf	pdf	6047f49375f93835952f0258	03/09/2021
Transportation of marijuana	NA- TRANSPORTATION OF MARIJUANA .pdf	pdf	6047f49e93274435ba9e2877	03/09/2021
Security plan	North Adams Project Security Summary 3.31.2021.pdf	pdf	6064a8547e61bd07773acb9b	03/31/2021
Restricting Access to age 21 and older	NA CANNA CORNER RESTRICTING ACCESS TO AGE 21 OR OLDER 3.31.2021.pdf	pdf	6064aa8f3e0ae507c9312c18	03/31/2021
Maintaining of financial records	NA MAINTENANCE OF FINANCIAL RECORDS PROCEDURES 3.31.2021.pdf	pdf	6064ae75d90419077cc34f0c	03/31/2021
Qualifications and training	NA QUALIFICATIONS AND INTENDED TRAINING(S) 3.31.2021.pdf	pdf	6064b24b7e61bd07773acbd8	03/31/2021
Diversity plan	NA DIVERSITY PLAN 3.31.2021.pdf	pdf	6064b81a59735d07bd8245b4	03/31/2021

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 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

Date generated: 11/01/2023

Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM

CITY OF NORTH ADAMS
AND
SPENCER HOUSE, LLC

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (the "Agreement") is entered into is entered into this 15th day of February 2021 (the "Effective Date"), by and between Spencer House, LLC, a limited liability company, with a principal office address of 215 Johnson Hill Road, Washington, MA 01223 (the "Company"), and the City of North Adams, a Massachusetts municipal corporation with a principal address of 10 Main Street, North Adams, MA 01247 (the "City"), acting by and through its Mayor in reliance upon all of the representations made herein (the Company and City collectively, referred to as the "Parties").

WHEREAS, the Company wishes to locate a Marijuana Retail Establishment, which shall be limited in its operations to the dispensing and sale of marijuana, marijuana infused products and related products for adult-use, with approximately 1,312 sq./ft. square feet, consisting of approximately 472 square feet of office area, 182 square feet of storage area, and approximately 658 square feet of retail/dispensing area, on an approximately .05 acre parcel of land, located at 91 American Legion Drive, North Adams, Massachusetts 01247, more accurately described by the deed recorded with the Northern Berkshire District Registry of Deeds Book 00662, page 236 on, and on Map 15 and numbered Lot 46 in the Assessor's database (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00 and such approvals as may be issued by the City in accordance with its Zoning Ordinances and other applicable local regulations;

WHEREAS, the Company anticipates that the City will incur additional expenses and impacts on the City's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the City;

WHEREAS, the Company intends to provide certain benefits to the City in the event that it receives the requisite License from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the City; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d) applicable to the operation of Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the City.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Legal Fees

The Company shall reimburse the City for its reasonable legal fees and costs associated with the Facility, including the negotiation of this Agreement, which shall be paid from a five thousand dollar (\$5,000.00) contribution made by the Company to the City no later than thirty (30) days from the Effective Date of this Agreement. Any unexpended funds shall be returned by the City; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed to the City no later than thirty (30) days from the date of the City's request for the same.

3. Annual Payments

In the event that the Company obtains the requisite Final License from the CCC and all necessary and required state and local approvals, permits and/or licenses required for the operation of the Facility, and at the expiration of any final appeal periods related thereto, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the City, then the Company agrees to provide the following Annual Community Impact Fee:

A. Annual Community Impact Fee

The Company anticipates that the City will incur additional expenses and impacts on the City's roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, both quantifiable and unquantifiable,, the Company agrees to pay an Annual Community Impact Fee to the City, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross annual sales of marijuana and marijuana products at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
2. The Annual Community Impact Fee shall be made in quarterly installments per the City's fiscal year (July 1 - June 30). With regard to any quarter year of operation for the Facility which is not a full quarter year, the applicable quarterly installment of the Community Impact Fee shall be pro-rated accordingly. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval from the CCC (the "Commencement of Operations").

3. The Annual Community Impact Fee shall continue for a period of five (5) years from the Commencement of Operations. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement; provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 3.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.
4. The City shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the City. The Company acknowledges and agrees that the City is under no obligation to use the Annual Community Impact Fee payments in any particular manner.
5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual City costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to City Costs and waives any claims to the contrary.

B. Annual Community Benefit Payments

In addition to the Annual Community Impact Fee, Company agrees to additionally pay an Annual Community Benefit Payment to the City in the amount and under the terms provided herein.

1. For as long as the Facility is in operation, the Company shall pay to the City the sum of twenty thousand dollars (\$20,000) annually. The City may use this Community Benefit Payment as it deems appropriate in its sole discretion.
2. The Annual Community Benefit Payments shall be made in quarterly installments per the City’s fiscal year (July 1 - June 30) upon the Commencement of Operations. The Annual Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Facility is in operation; provided, however, that in no event shall the City be responsible for the return of any Annual Community Benefit Payments or portion thereof already provided to the City by the Company.

3. The Parties hereby recognize and agree that the Annual Community Benefit Payments to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company anticipates that it will make purchases of water and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Facility. If the City receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the City for said payments, the amounts due from the Company to the City under the terms of this Agreement shall not be reduced by the amount of such other payments. The Company hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the City.
2. Facility Consulting Fees and Costs: The Company shall reimburse the City for any and all reasonable and customary consulting costs and fees, including without limitation, reasonable attorneys' fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, consulting, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the City for the actual costs incurred by the City in connection with holding public meetings and forums not within the City's regularly scheduled public hearings and meetings, which are solely devoted to discussing and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Police Officer Training: The Company shall reimburse the City for the costs incurred for local police officers to complete Drug Recognition Expert and/or Advanced Roadside Impairment Driving Enforcement training program; provided, however, that any upfront payment for such fees and costs shall be offset against the Annual Community Impact Fee.
5. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 3 of this Agreement. In the event that any such payments are not fully made within

ten (10) business days of the date written notice has been received, the Company shall be required to pay the City a late payment penalty equal to three percent (3%) on the outstanding funds subject to an interest rate of one percent (1%) compounding monthly, on the total amount of the outstanding payment and penalty.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to local charities/non-profit organizations in the City, or a regional non-profit organization that directly benefits residents of the City, in an amount no less than fifteen thousand dollars (\$15,000), said charities/non-profit organizations to be determined by the Company. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the Commencement of Operations at the Facility, and shall continue for the term of this Agreement.

The Parties hereby recognize and agree that any charitable/non-profit contributions to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

E. Annual Reporting for Host Community Impact Fees and Compliance

The Company shall submit annual written reports to the City within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the City, to appear before a meeting of City Council to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the City.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the City, the Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Facility.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon request of the City, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fees are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the City and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for

the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

4. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive, and shall use best efforts to hire City residents. Best efforts shall include actively soliciting bids from City vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to City residents before advertising through all typical regional employment advertising outlets. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the City.

5. Approval of Manager

If requested by the City, the Company shall provide to the City, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Facility. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The City shall consider such request for approval within thirty days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

6. Community Support

Upon the Commencement of Operations, the Company agrees to commit to no less than eighty (80) volunteer hours annually, to be provided by the Company's management and employees, to support drug awareness, public health programs, community development and/or community improvement projects within the City.

7. Educational Programs

Company shall use best efforts to provide staff to participate in a reasonable number, no less than four (4), of City-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with other City public safety departments not mentioned in the Agreement.

8. Hours of Operation

The Company agrees that in no event shall the Facility be open for business, nor shall any dispensing, delivery or other distribution of marijuana occur at the Facility outside the hours of 10:00 A.M. through 7:00 P.M. Monday through Sundays, unless otherwise allowed or further restricted by the Planning Board.

9. Traffic Mitigation

The Company agrees to cooperate with City officials on traffic management, including, but not limited to the City's Police Department, to ensure that sufficient traffic control measures are in place to mitigate traffic impacts. The Company shall pay for all customary traffic control measures required by the City and shall also, at its own expense, employ a police detail, if deemed necessary by the City, to manage traffic at the site. In the event that there is traffic queuing at the Facility that cannot be accommodated through existing parking and police detail, the Company shall provide off-site parking and shuttle service to the Facility to alleviate traffic issues. The Company further agrees to maintain sufficient spaces on site for customer parking. The Company shall also make arrangements for employee parking off street and off site, and shall provide the City with documentation regarding its employee parking plan.

10. Limitations on Use

The Company agrees that, even if authorized under by the CCC regulations, it shall not permit on-site social consumption at the Facility absent prior written approval from the City.

11. Odor Control

The Company shall ensure that odor from the Facility is not released so as to constitute a nuisance to surrounding properties and shall use a vented odor control system so as not to release or introduce any outdoor air into the Facility, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Facility. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency. In the event that the City receives complaints concerning the presence of odor from the Facility, the Company shall address such complaints and may be required to introduce new measures to control odor emanating from the Facility.

12. Local Taxes

At all times during the term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek any non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 3 of this Agreement.

13. Security and Safety

To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with City's Police Department in reviewing and approving all security plans prior to implementation and the Commencement of Operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

The Company shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations at the Facility. Such plan shall include, but shall not be limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking software to closely track all inventory at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.

The Company shall promptly report the discovery of the following to the City's Police Department within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, consumers or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The Company agrees and acknowledges that annual inspections of the Facility by the City's Police Department, City's Fire Department, Building Department and Board of Health shall be a condition of continued operation in City and agrees to cooperate with the City's Police Department, City's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility. This provision shall not preclude the City or any of its other departments from conducting inspections at the Facility.

The Company further agrees that all signage and packaging for marijuana products shall comply applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and further agrees that to the extent 935 CMR 501.000 imposes more stringent requirements on packaging, labeling, marketing or the form of permitted edibles, the Company will comply with the more restrictive regulatory provisions.

14. Community Impact Hearing Concerns

The Company agrees to conduct a Community Outreach Meeting prior to the Commencement of Operations to work collaboratively and cooperatively with its neighboring businesses and residents. The Company shall, as a result of community feedback and neighborhood concerns, establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies and procedures, as may be amended from time to time at the request of the City, shall be reviewed annually by the City as part of the Company's annual report to ensure compliance with the policies and procedures and to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

15. Additional Obligations

A. Permitting

The obligations of the Company and the City recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in the City, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the City.

B. Retained Authority of the Municipality

This Agreement does not affect, limit, or control the authority of the City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the City, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, ordinances, and regulations.

C. Annual Reporting

The Company shall file an annual report with the City in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the City, appear at a regularly scheduled meeting to discuss the Annual Report.

D. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the City or any of its departments from conducting inspections at other times during the year to address enforcement matters.

E. Improvements to the Property

The Company shall make improvements to the Facility such that the Facility will match the look and feel of the City and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

16. Support

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the City's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

17. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the City with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the City and commenced operations at the Facility within eighteen (18) months from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the City. The City, in its discretion, may agree to an extension of the eighteen (18) month expiration,

for good cause, which shall include the time required to secure CCC approval or to pursue or await the determination of an appeal of the special permit or other legal proceeding, provided, however, that such processes are expeditiously undertaken.

18. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the City notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a Marijuana Retail Establishment with another municipality in the Commonwealth that contains terms that are superior to what the Company agrees to provide the City pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the City equivalent or superior to those provided to the other municipality.

19. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the City, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company’s final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company’s takeover or merger by or with any other entity; (iii) the Company’s outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the City.

20. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To City:

Mayor
City of North Adams
10 Main Street

North Adams, MA

Copy To:

City Solicitor
Joel B. Bard, Esq.
KP Law, PC
101 Arch Street, 12th Floor
Boston, MA 02110

To Company:

Spencer House, LLC
215 Johnson Hill Rd.
Washington, MA 01223

21. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the City deems it would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

22. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

23. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by authorized representatives of both Parties hereto.

24. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both Parties to the original Agreement, prior to the effective date of the amendment.

25. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

26. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

27. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

28. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

29. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the City or relocates the Facility out of the City. Further, in the case of any relocation out of the City, the Company agrees that an adjustment of Annual Payments due to the City hereunder shall be calculated based upon the period of occupation of the Facility within the City, but in no event shall the City be responsible for the return of any funds provided to it by the Company.

30. Indemnification

The Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the City, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Facility to the extent caused by or contributed to by the Company, but specifically excluding such matters caused by the fraud or willful misconduct of the City, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the City's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the City, to reimburse the City for

any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

31. **Third-Parties**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Company.


32. **Representation of Authority**


Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

IN WITNESS WHEREOF, the Parties hereto have executed this House Community Agreement on the last dated day and year written below.

CITY OF NORTH ADAMS,

SPENCER HOUSE, LLC,

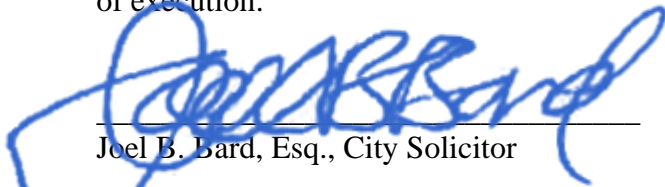

Thomas W. Bernard, Mayor


By: Heather Anello
Title: Manager

Date: 3/1/2021

Date: 2/15/21

Approval as to form and manner
of execution:


Joel B. Bard, Esq., City Solicitor
Date: March 2, 2021

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

OBJECTIVE

Canna Corner is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

This plan will outline how Canna Corner will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 91 American Legion Drive, North Adams, MA, 01247 pursuant to 935 CMR 500.101(1)(a)10.

ZONING BACKGROUND AND REQUIREMENTS

The City of North Adams has enacted a zoning ordinance regulating the time, place, and manner of Marijuana Establishments.

This ordinance, Chapter Z - Zoning, Section 10.12 allows Marijuana Establishments in the (“CBD”) Commercial Business District. 91 American Legion Drive is in the Commercial Business District and is compliant with all physical siting requirements outlined in this ordinance.

A Host Community Agreement from the City is required and has been secured. Canna Corner has received a Host Community Agreement from the City of North Adams on February 15, 2021.

Canna Corner attorneys and consultants have reviewed the ordinance in its entirety and developed plans and strategies to ensure compliance with all the requirements and special permit conditions.

ONGOING COMPLIANCE WITH CHAPTER Z - ZONING, SECTION 10.12

Canna Corner is committed to remaining in compliance with all with local codes, ordinances, and bylaws.

Our local attorney and compliance consultants will make periodic assessments of our operation for compliance with all applicable local, state, and federal laws and regulations, including zoning and special permit compliance.

Canna Corner is in and will remain in regular contact with City Officials to ensure that lines of communications remain open. Canna Corner will remain up to date with all zoning bylaw changes and requirements.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

Spencer House LLC D/B/A Canna Corner
North Adams, MA
Community Outreach Meeting #2 4/18/2021

List of Attendees

1. Casey Nothe
2. Glenn Posey
3. Heather Anello
4. Laurie Gloster
5. Terry Thibault
6. Katie Thompson
7. Barbara Canale
8. Barbara Buffoni
9. Pat Millar

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:

Spencer House LLC D/B/A Canna Corner

2. Name of applicant's authorized representative:

Casey Nothe

3. Signature of applicant's authorized representative:

Thomas W. Bernard

4. Name of municipality:

City of North Adams

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

Thomas W. Bernard



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

Thomas W. Bernard

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).*):

mayorbernard@northadams-ma.gov

8. Host community agreement execution date:

2/15/20



Community Outreach Meeting Attestation Form

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

I, Casey Nothe, (*insert name*) attest as an authorized representative of Heather Anello (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 4/18/2021 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 4/2/2021 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on 4/2/2021 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 4/2/2021, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

ATTACHMENT A

Notice is hereby given that a **Community Outreach Meeting** for a proposed Marijuana Establishment is scheduled for **Sunday, April 18, 2021 at 10:00 am**. Due to COVID-19 protocol, **this meeting will be held virtually via** meet.google.com/dpi-makx-ynf or by phone at 1-617-675-4444, pin 375 300 824 1921#.

This meeting is open to the public. The proposed Adult Use Recreational Marijuana Retail Dispensary is anticipated to be located at the North Adams American Legion, 91 American Legion Drive, North Adams, MA. There will be an opportunity for the public to ask questions. All interested parties are invited to be present. There will be an opportunity for the public to ask questions at the end of the presentation. A recording of the Community Outreach Meeting will be posted to

[YouTube.com/SpencerHouseLLC](https://www.youtube.com/SpencerHouseLLC)
All Community Outreach Meeting presentation materials will be available on

<https://www.northadams-ma.gov/>
and www.cannacomerbecket.com.
If you have any questions, please contact the Town Administrator at 413-662-3000 ext 3011 or Spencer House LLC at (413) 770-4283.

Attachment B

Spencer House LLC D/B/A Canna Corner 2nd Community Outreach Meeting

1 message

Casey Nothe <casey@thespencerhousellc.com>
To: Michelle Ells <MElls@northadams-ma.gov>
Cc: Laurie Gloster <laurie@thespencerhousellc.com>

Wed, Mar 31, 2021 at 3:25 PM

Good afternoon Michelle,

I hope this email finds you well. I am writing to inform you that our organization will be hosting a second Community Outreach Meeting for the establishment of an Adult Recreational Marijuana Dispensary at 91 American Legion Drive.

We are hoping to create an additional opportunity to inform the public and promote transparency between our organization and the community.

The meeting will take place on Sunday, April 18th @ 10:00 AM and will be open to the public, with a forum for questions at the end of the presentation.

This Outreach Meeting will be held virtually, due to Covid 19. The link to the meeting is:
meet.google.com/dpi-makx-ynf

To phone into the meeting, the number is:
1 617-675-4444
PIN: 375 300 824 1921#

We have sent out formal notices to all abutters. Additionally, a notice has been scheduled to appear in the Berkshire Eagle starting on Friday April 2nd for two consecutive weeks.

Please find the meeting presentation attached to this email.

We will post the meeting presentation on our website at www.cannacornerbecket.com, however would it be possible for our meeting presentation to be posted on the City of North Adams website as well?

Following the meeting we will post a recorded version on our Youtube channel at Youtube.com/SpencerHouseLLC.

Thank you so much for your time and have a great day!!

ATTACHMENT C

Notification to Abutters Of Community Outreach Meeting

Date: 3/31/2021

Re: 91 American Legion Drive
North Adams, MA
01247

Dear Property Owner:

In accordance with the Massachusetts General Laws Chapter 40a Section 11 you are hereby notified that Spencer House LLC., DBA, Canna Corner of 91 American Legion Drive, North Adams, MA, 01247, will host a Community Outreach Meeting intended for a Retail Marijuana Dispensary seeking to provide Marijuana and Marijuana Infused Products to Massachusetts residents above the age of 21.

A Community Outreach Meeting will take place virtually via the website meet.google.com/dpi-makx-ynf or by phone at 1-617-675-4444, pin 375 300 824 1921# on Sunday, April 18th, 2021 at 10:00 a.m.

All interested parties are invited to be present. There will be an opportunity for the public to ask questions at the end of the presentation.

A recording of the Community Outreach Meeting will be posted to YouTube.com/SpencerHouseLLC. All Community Outreach Meeting presentation materials will be available on <https://www.northadams-ma.gov/> and www.cannacornerbecket.com.

If you have any question, please contact the Town Administrator at (413) 662-3000 ext 3011 or Spencer House LLC at (413) 770-4283.

Respectfully,

Heather Anello
Spencer House LLC
DBA Canna Corner

POSITIVE IMPACT PLAN

OBJECTIVE

Canna Corner is determined to maximize organizational resources in effort to be an agent of change for Massachusetts residents. This Positive Impact plan was developed in accordance with 935 CMR 500.101(1)(A)11. and Cannabis Control Commission *GUIDANCE ON REQUIRED POSITIVE IMPACT PLANS AND DIVERSITY PLANS* (REVISED 2/25/19).

This Positive Impact Plan focuses on employment acquisition, and establishing Incubator/Accelerator programs for Marijuana Establishment entrepreneurs.

Past or present residents of the geographic “areas of disproportionate impact” (ADIs), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact are beneficiaries from this program. The ADI in focus is Pittsfield, MA.

Canna Corner will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Canna Corner will ensure any actions taken, or programs instituted, by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

After 12 months of operation, Canna Corner will develop an Annual Positive Impact Plan Report to document the success of this program. This report will be made available to the CCC, the City of North Adams, and the Commonwealth of Massachusetts.

POSITIVE IMPACT GOALS - EMPLOYMENT

Canna Corner will positively impact residents from Pittsfield by establishing priority hiring status for residents. Human Resources Managers will target this location for recruitment and talent acquisition.

Canna Corner aims to employ a labor pool in which at least 51% of the employment staff are residents from ADIs. This goal is attainable prior to completing 12 months of operation.

Job postings and advertisements will occur on an as needed basis depending on staffing requirements once the facility is operational. However, Canna Corner Human Resources Managers will send regular correspondence on a monthly basis to Mass Hire Career Centers.

EMPLOYMENT GOAL - PLAN OF ACTION

Canna Corner will look to coordinate with and engage the MassHire Career Center in Pittsfield. All employment opportunities will be posted and recruited out of these locations.

Human Resources Managers will communicate with MassHire Career Counselors monthly to ensure a continued partnership, acquire new talent, and provide priority hiring to residents’ from ADIs. This communication will be documented and detailed in the Annual Positive Impact Plan Report.

Bi-annual career fairs will be instituted in Pittsfield to generate increased applicants from these areas. Canna Corner intends on operating the Career Fairs every 6 months throughout the year. These Bi-Annual Career Fairs will take place at the Canna Corner North Adams Dispensary during non-operational business hours.

EMPLOYMENT GOAL - MEASUREMENT & ACCOUNTABILITY

Canna Corner will produce a full report annually on:

1. All employment opportunity vacancies
2. Attempts to hire, actual hires
3. Recruitment sources
4. Employee address

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the City of North Adams.

The report's compendium of information will also be used as evolving metrics for Canna Corner to determine the best practices to reach the stated employment goals.

The Canna Corner Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Canna Corner will make this report public to North Adams City Officials.

POSITIVE IMPACT GOAL - INCUBATOR PROGRAM

Canna Corner will positively impact Areas of Disproportionate Impact by encouraging and assisting new small businesses entering the Massachusetts Marijuana industry.

During the first year of operation, Canna Corner intends to procure mentees at least two (2) new businesses, in which the majority of ownership are residents from ADIs, for the Incubator Program.

Canna Corner will mentor these new entries into the market throughout the start-up phase of their organization. This program will be considered a success at the conclusion of year one if at least two (2) applications are submitted and one (Provisional License) is received.

INCUBATOR & ACCELERATOR PROGRAM - PLAN OF ACTION

Canna Corner will provide mentorship, guidance, and training with applicants from ADIs. This assistance will be provided pro-bono. Canna Corner will aid with:

1. Cannabis Control Commission Applications and Licensing
2. Operational Requirements
3. Compliance
4. Inventory Control Training
5. Sales
6. Packaging
7. Cultivation
8. Business Plan Development
9. Financial Projections

Canna Corner will hold regular roundtable discussions and networking events for new entries into the market. Training sessions will be held on gaining approval from municipalities, Community Host Agreements, and Licensing will be provided.

Our organization will continue to work with, support, and aid applicants before, during, and after the licensing process. We commit to purchasing products and services from participants of the Incubator Program.

Applicants for the Incubator Program will apply through the Canna Corner Incubator Application Form. Applicants will be accepted into the program on a first come first serve basis with an emphasis on individuals from ADIs.

The Incubator Program will run for the first two years of operation and be re-evaluated for effectiveness in January of 2024.

INCUBATOR PROGRAM - MEASUREMENT & ACCOUNTABILITY

Canna Corner will create an annual report of all actions taken to achieve the Incubator & Accelerator Program Goals.

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the City of North Adams.

The Canna Corner Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Canna Corner will make this report public to North Adams City Officials.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe
1.5	May 2021	Included Revisions from CCC Licensing



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001229169

1. The exact name of the limited liability company is: SPENCER HOUSE LLC

2a. Location of its principal office:

No. and Street: 215 JOHNSON HILL RD
City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

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

No. and Street: 215 JOHNSON HILL RD
City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

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

HOLDING TITLE TO REAL ESTATE AND REAL PROPERTY AND ANY AND ALL ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; TO MANAGE COMMERCIAL REAL ESTATE AND ANY AND ALL ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; AND TO ENGAGE IN ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: HEATHER ANELLO
No. and Street: 215 JOHNSON HILL RD
City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

I, HEATHER ANELLO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	HEATHER ANELLO	215 JOHNSON HILL RD WASHINGTON, MA 01223 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	HEATHER ANELLO	215 JOHNSON HILL RD WASHINGTON, MA 01223 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of June, 2016,
HEATHER ANELLO
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

June 24, 2016 02:03 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
SPENCER HOUSE LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT of Spencer House LLC (the "Company"), dated as of March 20, 2020, is among the persons named on Schedule A attached hereto. Each of such persons is sometimes hereinafter referred to individually as a "Member," and such persons are sometimes hereinafter referred to collectively as the "Members." Heather Anello shall serve as, and is signing this Agreement in his capacity as, Manager of said Company.

PRELIMINARY STATEMENT

The Company has been formed as a Massachusetts limited liability company under Massachusetts General Laws, Chapter 156C by the filing on June 24, 2016, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

This Agreement sets forth the understanding of the Members and the Manager regarding their respective rights, obligations and duties with respect to the Company and its business, management and operations, and is intended to constitute the "Operating Agreement" of the Company within the meaning of Massachusetts General Laws, Chapter 156C, Section 2.

AGREEMENT

**ARTICLE I
DEFINITIONS**

In addition to the terms and phrases defined elsewhere in this Agreement, the following terms and phrases shall have the meanings specified in this Section 1. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

11 "Act" shall mean the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C, as from time to time amended.

12 "Additional Member" shall mean a Person admitted as a Member pursuant to Section 3.2.

13 "Bankruptcy" shall mean the occurrence of any of the following events:

1.3.1 A Member makes an assignment for the benefit of creditors;

1.3.2 A Member files a voluntary petition in bankruptcy;

1.3.3 A Member is adjudged a bankrupt or insolvent, or has entered against him an order for relief, in any bankruptcy or insolvency proceeding;

1.3.4 A Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

1.3.5 A Member seeks, consents to, or acquiesces in, the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his properties; or

1.3.6 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the Member of all or any substantial part of his properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

14 Capital Account shall mean a separate account for each Member maintained and adjusted in accordance with the Regulations under Section 704 of the Code (including, without limitation, Section I. 704-1(b)(2)(iv) of the Regulations). To the extent consistent with such Regulations, a Member's Capital Account shall consist of the initial Capital Contribution made by such Member pursuant to Section 4.2:

(a) decreased by the amount of (i) any losses or deductions allocated to such Member, (ii) any distributions of Net Distributable Cash or other property made to such Member, and (iii) any liabilities of such Member assumed by the Company, and

(b) increased by the amount of (i) any profits allocated to such Member, (ii) any Capital Contributions made by such Member subsequent to the initial Capital Contribution required by Section 4.2, and (iii) any liabilities of the Company that are assumed by such Member.

Notwithstanding anything to the contrary in this Agreement, this

Agreement shall be deemed to require all adjustments and determinations which are necessary to the maintenance of capital accounts to be made in accordance with Section 1.704-1(b)(2)(iv) of the Regulations (including, without limitation the adjustments referred to in Section 1.704-1(b)(2)(iv)(f)(3) of the Regulations and the determinations referred to in Section 1.704-1(b)(2)(iv)(j)(4) of the Regulations).

15 "Capital Contribution" shall mean the amount of cash and/or the value of any other property contributed to the Company by a Member.

16 "Certificate" shall mean the Certificate of Organization forming the Company, as it may, from time to time, be amended in accordance with the Act.

17 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any subsequent Federal law of similar import.

18 "Company" shall mean the limited liability company formed pursuant to the Certificate and this Agreement, as the same may be amended from time to time.

19 "Incompetence" shall mean a judicial determination that a Person is not competent to handle his own affairs, whether by reason of physical or mental incapacity or otherwise.

1.10 "Liquidating Trustee" shall have the meaning specified in Section 11.3.

1.11 "Manager" shall mean any Person named as a Manager in this Agreement and any Person who shall become a Manager as permitted by this Agreement, in such Person's capacity as a Manager of the Company; and "Managers" shall mean, collectively, all such Persons in such capacity.

1.12 "Member" shall mean any Person named as a Member of the Company in this Agreement or who shall become a Member as permitted by this Agreement, in such Person's capacity as a Member of the Company; and "Members" shall mean, collectively, all such Persons in such capacity.

1.13 "Membership Interest" or "Interest" shall mean a Member's percentage share of the Company's business, assets, capital, profits and losses, subject to all provisions of this Agreement, the Certificate and the Act.

1.14 "Net Distributable Cash" shall mean all cash and funds received by the Company (including initial Capital Contributions) less the sum of the following to the extent made from such cash and funds received by the Company (but not to the extent made from other sources, including, without limitation, Net Liquidation Proceeds or cash reserves maintained by the Company): (a) all cash expenditures (including capital expenditures) incurred incident to the

operation of the Company's

business including the acquisition, development and maintenance of the Company's property ; and (b) such cash reserves and additions thereto as the Manager shall determine are in the best interest of the Company.

1.15 "Net Liquidation Proceeds" shall mean the amount of money, the principal amount of any indebtedness due to the Company, and the fair market value (as of the date of distribution) of any and all other property distributed to the Members in liquidation of the Company pursuant to Section 11.3, reduced by any liabilities of the Company that are assumed by such Members or that are secured by property distributed by the Company to such Members.

1.16 "Person" shall mean any natural person, corporation, partnership (whether general or limited), limited liability company, trust, estate, association or other legal entity or organization, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

1.17 "Profits" and "Losses" shall mean the net income or loss of the Company for a fiscal year as determined for Federal income tax purposes, including all items of LLC income, gain, loss, deduction, credit and the like.

1.18 "Property" shall mean all real and personal property, intangibles and other assets owned by the Company from time to time.

1.19 "Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code by the United States Treasury Department, as the same may be amended from time to time.

1.20 "Regulatory Allocations" shall have the meaning specified in Section 5.6.

1.21 "Substitute Member" shall mean a Person admitted as a Member pursuant to Section 10.3.

1.22 "Tax Matters Partner" shall have the meaning specified in Section 7.3.

1.23 "Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, assignment, gift, bequest, redemption, distribution, encumbrance, hypothecation, pledge, retirement, resignation, transfer, withdrawal, disposition or alienation of any sort, voluntary, involuntary or by operation of law, relating to the Interest of a Member, including, without limitation, any assignment, distribution or disposition of any sort resulting from death, Incompetency, Bankruptcy, liquidation or dissolution.

ARTICLE II FORMATION, PURPOSES, POWERS

21 Formation and Organization. The Company shall be formed as a limited liability company under the Act. The term of the Company shall commence upon the filing of the Certificate in the Office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

22 Name. The Company is and shall be known as “SPENCER HOUSE LLC” or such other name as may be approved by the Members. All Company business must be conducted in that name or such other names that comply with applicable law as the Members may select from time to time.

23 Registered Office; Registered Agent; Other Offices. The registered office of the Company in the Commonwealth of Massachusetts is and shall be at 1 Birch Circle, Chester, Massachusetts, or such other place as the Manager may designate from time to time. The registered agent for service of process on the Company in the Commonwealth of Massachusetts or any other jurisdiction shall be such Person or Persons as the Manager may designate from time to time. The Company may have such other offices as the Manager may designate from time to time.

24 Purposes. The purpose of the Company is to (a) hold title to real estate and real property and any all activities directly or indirectly incidental thereto; (b) to manage commercial real estate and any and all activities directly or indirectly incidental thereto; (c) to own, operate, and manage a retail cannabis dispensary in accordance with the regulations of the Massachusetts Cannabis Control Commission; and (d) engage in any other activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may lawfully engage. The Company shall have all the powers necessary or convenient to pursue any purpose for which it is formed, including all powers granted by the Act.

25 Term. The Company shall continue perpetually in existence unless and until the Company shall be dissolved, wound up, and terminated in accordance with Article 11.

26 Company’s Right to Enforce. The Company shall have the right to bring an action against any Member to enforce the terms of this Agreement.

ARTICLE III MEMBERS AND MEMBERSHIP INTERESTS

3.1 Members. The Members of the Company as of the date hereof and their Membership Interests are listed on Schedule A attached hereto.

3.2 Additional Members. Additional Persons may be admitted as Members (each an "Additional Member") of the Company on such terms and conditions as shall be approved by the Manager. The admission of an Additional Member shall be effective only (i) with the prior written approval of the Manager; and (ii) when the Additional Member shall have executed and delivered the documents and instruments specified by the Manager pursuant to this Section 3.2, including without limitation such documents and instruments as the Manager shall deem necessary to confirm the Additional Member's agreement to be bound by all the terms and provisions of this Agreement (the "New Member Packet"). Upon an Additional Member's admission to the Company, Schedule A shall be amended to include such Additional Member. Upon the approval of all of the Manager of the admission of an Additional Member, the Manager shall have the authority to execute the New Member Packet on behalf of all of the other existing Members.

3.3 Powers of Members; Binding the Company. Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of the Company or have any right, power or authority to transact any business in the name of the Company or to act for, or on behalf of, or to bind the Company. Absent specific authorization by the Manager, no Member who is not a Manager shall be an agent of the Company or have any right, power or authority to act for or to bind the Company or any other Member.

3.4 Reimbursements. The Company shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Distributable Cash and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Member.

3.5 Meetings of the Members; Action Without a Meeting.

3.5.1 All meetings of Members shall be held at such place within or without the Commonwealth of Massachusetts as may be designated from time to time by the Members or, if not so designated, at the principal office of the Company. Meetings of the Members may be called at any time by any Member or the Manager. An annual meeting of the Members for the purpose of reviewing the annual report of the Company and the transaction of such other business as may properly come before the meeting may be held on a date and at a time and place determined by the Manager. Each meeting of the Members shall be presided over by the Manager.

3.5.2 Notice of each meeting shall be given at least seven days before the meeting and shall be either mailed to each Member addressed to the addresses set forth on Schedule A, given to each Member in person or by telephone, or sent by

telegraph or facsimile transmission, and in all cases with a copy sent by electronic mail, to such Member's address set forth on Schedule A or usual place of business. Notice of any adjourned meeting need not be given other than by announcement at the meeting at which the adjournment shall be taken. Notice need not be given to any Member who signs a written waiver of notice before or after the meeting or who attends the meeting without protesting the lack of notice to him, either before the meeting or when it begins. The notice of a meeting shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called.

3.5.3 Any Member may authorize any Person to act for him by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or the Member's attorney-in-fact.

3.5.4 A quorum for the conduct of any business requires the presence in person or by proxy of Members holding more than a majority of the Membership Interests. Members may participate in a meeting by means of a conference telephone or similar equipment that allows all persons participating in the meeting to hear each other, and participation by such means shall constitute presence in person at such meeting.

3.5.5 Except as otherwise provided by law or this Agreement, any action to be taken by the Members at a meeting shall be authorized by vote of Members holding at least fifty-one percent of the total Membership Interests belonging to the Members participating in person, by telephone, by proxy, or by prior written vote in a duly noticed meeting at which there is a quorum present.

3.5.6 Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members holding a majority of the Membership Interests or such greater percentage of the Membership Interests as may be required by law or this Agreement in order to approve the action in question. Such written consents shall be delivered to the Manager at the principal office of the Company and, unless otherwise specified, shall be effective on the date when the first consent is so delivered.

3.6 Limitation of Duties and Liabilities of Members. Except as otherwise provided in the Act, no Member shall (a) be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company, (b) be obligated to restore a deficit balance, if any, in the Member's Capital Account or (c) be liable to the Company for damages resulting from an action taken in the reasonable belief that such action is authorized by the provisions of this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be

grounds for making any Member responsible for the liabilities of the Company. The Members shall have no obligation to contribute to the day-to-day operations of the Company.

3.7 No Right to Withdraw. No Member shall have any right to resign as a Member except in the case of an assignment of such Member's entire Interest to either (i) the Manager; or (ii) a Person approved as a Substitute Member pursuant to Section 10.3. No Member shall have any right to receive the fair value of his Interest upon the resignation or withdrawal of such Member from the Company.

3.8 Partition. Each Member hereby waives any and all rights that he may have to partition, or maintain an action for partition of the Company's property.

3.9 Approval of Specific Actions by Members. Notwithstanding any other provision of this Agreement, the following specific actions shall require the approval of the Members:

3.9.1 This Agreement may not be amended except upon approval by vote of Members holding at least seventy-five percent of the total Membership Interests. Any amendment of this Agreement approved by this process shall be binding upon all parties to this Agreement with the same force and effect as if executed by all parties to this Agreement; provided, however, that without the approval of the Members, the Manager may amend this Agreement to (i) reflect changes made in the membership of the Company and in the contributions of the Members to the Company in accordance with the terms of this Agreement (ii) correct typographical or other errors or omissions, or (iii) make similar minor changes or conform this Agreement to law. All amendments made in accordance with this Section 3.9.1 shall be evidenced by a writing executed by any Manager, and a copy of such written amendment shall be kept at the office of the Company. Notwithstanding the foregoing, this Agreement shall be amended from time to time in each and every manner to comply with the then existing requirements of the Code, Regulations and rulings of the IRS affecting the status of the Company as a partnership for Federal income tax purposes, and no amendment shall be proposed which will directly or indirectly affect or jeopardize the then status of the Company as a partnership for Federal income tax purposes.

3.9.2 The following matters shall require approval by Unanimous Written Consent of the Members (excluding those members not eligible to vote on a matter, provided a majority must be eligible to vote):

(i) causing or permitting the Company to sell or otherwise Transfer (A) all or substantially all of its assets or (B) any asset, or group of related assets, other than in the ordinary course of business; or

(ii) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (A) is unrelated to the Company's purposes, (B) otherwise contravenes the Certificate or this Agreement, (C) would make it impossible to carry on the ordinary business of the Company, or (D) is not directly related to the carrying on of the business of the Company in the usual way.

ARTICLE IV CAPITAL ACCOUNTS AND CAPITAL CONTRIBUTIONS

4.1 Separate Capital Accounts. The Company shall maintain a separate Capital Account for each Member in accordance with the Regulations promulgated under Section 704(b) of the Code.

4.2 Initial Capital Contribution. Each Member has contributed in cash, property or services rendered to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member only if agreed to by the Manager and shall be reflected on Schedule A hereto.

4.3 No Third Party Rights. The provisions of this Article 4 are not for the benefit of any creditor or other person other than a Member to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or any Member, and no creditor or other person shall obtain any rights under, or by reason of, this Article 4, or shall be able to make any claim in respect of any debts, liabilities or obligations against the Company or any Member.

4.4 Member's Interest as Personal Property. A Member's Interest shall for all purposes be personal property. A Member shall have no interest in specific LLC property. A Member's Interest shall not be evidenced by a certificate or instrument.

4.5 Non-Cash Contributions. The Members shall agree in writing as to the value of any property other than cash contributed to the Company prior to contribution.

ARTICLE V PROFITS AND LOSSES

5.1 Net Profits, Net Losses, and Net Cash Flow. The net profits, net losses, and net cash flow of the Company shall be allocated among the Members as set forth on Schedule A hereto ("Percentage Interest").

5.2 Timing of Allocation. Allocations of profits and loss provided for in this Article 5 shall generally be made as of the end of the fiscal year of the Company.

5.3 Allocation of Net Taxable Income. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting of the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

5.4 Regulatory Allocations. Notwithstanding any other provision in this Article 5 to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

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

5.4.2 Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(1) and 1.704-2(i)(4) of the Regulations; and

5.4.3 Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account (a) all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations and (b) each Member's share, if any, of the Company's partnership minimum gain and partner nonrecourse minimum gain as provided in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations). Since the allocations set forth in this Section 5.6 (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intend to divide LLC distributions, the Manager shall be authorized to divide other allocations of Profits, Losses and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Members under Section 6.1 but for application of the Regulatory Allocations. The Manager shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the

Regulations thereunder. The Manager may make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

5.5 Tax Conformity; Reliance on Attorneys or Accountants. The determination of each Member's share of each item of income, gain, loss, deduction or credit of the Company for any period or fiscal year shall, for purposes of Sections 702 and 704 of the Code, be made in accordance with the allocations set forth in this Article 5. The Manager shall have no liability to the Members or the Company if the Manager shall rely upon the opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Article 5 or other provisions of this Agreement:

(a) If in any year there is a net decrease in the amount of Minimum Gain attributable to either (i) Nonrecourse Debt that is not Partner Nonrecourse Debt or (ii) Partner Nonrecourse Debt, then each Member shall first be allocated items of Gross Income for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in such Minimum Gain (determined in accordance with Treasury Regulation Sections 1.704-2(g)(2) and 1.704-2(i)(5)) to the minimum extent required by, and in the manner specified in, Treasury Regulation Sections 1.704-2(f) and 1.704-2(i)(4).

(b) All Nonrecourse Deductions of the Company for any year other than Nonrecourse Deductions attributable to Partner Nonrecourse Debt shall be allocated to the Members in accordance with their Sharing Ratios.

(c) All Nonrecourse Deductions of the Company for any year attributable to Partner Nonrecourse Debt shall be allocated to the Member who bears the Economic Risk of Loss with respect to the debt.

ARTICLE VI

APPLICATION OF FUNDS OF THE COMPANY

6.1 Distributions to Members. Except as provided in Articles 5 and Section 11.3, Net Distributable Cash shall be distributed from time to time to the Members in accordance with their respective Membership Interests.

6.2 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the Company in kind. If any assets of the Company shall be distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager.

6.3 Repayment of Advances. If any Member, with the approval of the Company, has made, or shall make, advances to the Company for the payment of expenses related to the business of the Company, such Member shall have the right to repayment of such advances, plus accrued interest, if any, in accordance with a schedule determined by the Members prior to any distribution of Net Distributable Cash to the Members. Unless the Company and the Member shall agree in writing prior to or at the time of the advance on whether interest shall accrue and at what rate, no interest shall accrue on that advance.

6.4 Company's Right to Offset. Except with respect to distributions made pursuant to Section 5.3, whenever the Company is required to make a distribution to a Member, the Company shall have the right to deduct any amount such Member shall owe to the Company from the amount of such distribution.

ARTICLE VII TAX ELECTIONS

7.1 Taxation as Partnership. The Company shall be treated as Partnership for Federal income tax purposes.

7.2 Elections Made by the Manager. All elections by the Company for Federal income tax or other tax purposes shall be determined by the Manager.

7.3 Tax Matters Partner. The Manager shall designate one Member to act as the "tax matters partner" as that term is defined in Section 6231 (a)(7) of the Code (the "Tax Matters Partner").

7.4 Right to Make Section 754 Election. The Tax Matters Partner may, with the approval of the Members, make or revoke, on behalf of the Company, an election in accordance with Section 754 of the Code, so as to adjust the basis of LLC property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of an LLC interest within the meaning of Section 743 of the Code. Each Member shall, upon request of the Tax Matters Partner, supply the information necessary to give effect to such an election.

ARTICLE VIII MANAGEMENT

8.1 Manager. The Company shall be managed by one or more Managers, who shall be collectively referred to herein as the "Manager," who shall have full, complete and exclusive power, authority, and discretion with respect to the management of the business, affairs and properties of the Company. All powers of the Company shall be exercised by or under the authority of the Manager, except as otherwise set forth herein. The initial Manager of the Company shall be Heather

Anello. A Substitute Manager may replace Heather Anello pursuant to Section 8.6, in which case the Substitute Manager shall have all the authority and powers of the Manager set forth herein.

82 Specific Powers of Manager. In furtherance of this authority, the Manager shall have, subject to the Required Approvals, all right, power and authority necessary, appropriate, desirable or incidental to carry out the conduct of the business of the Company, including, but not limited to, the right, power and authority to, in the ordinary course of business:

8.2.1 Enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind;

8.2.2 Acquire, purchase or contract to purchase, or sell or contract to sell, or to lease or hire any property, real or personal, including interests in general and limited partnerships, limited liability companies and other entities, and to pay the purchase price or make the capital contribution required therefor;

8.2.3 Sell, transfer, assign, finance, convey, lease, mortgage, exchange or otherwise dispose of all or any portion of the Property of the Company, or any interest therein, at any time upon such terms as the Manager shall determine;

8.2.4 Construct, develop, renovate, rehabilitate, operate, purchase, maintain, improve, expand or own any real or personal property;

8.2.5 Borrow money and issue evidences of indebtedness and secure the same by mortgage, pledge, or other lien on the assets of the Company, and guarantee the debt of others and secure the same as aforesaid;

8.2.6 Prepay in whole or in part, refinance, increase, modify, or extend any debt or any mortgage securing the same;

8.2.7 Employ and dismiss from employment any and all employees, officers, agents, managers, independent contractors, advisors, consultants, appraisers, attorneys and accountants, on such terms and for such fees, expenses, salaries, wages or other compensation as the Manager shall determine, and to delegate to such Persons such authority to act on behalf of the Company and such duties and functions as the Manager shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

8.2.8 Incur and pay all costs, expenses and expenditures incurred in the course of the conduct of the business of the Company, including the payment of all taxes, charges and assessments that may be levied, assessed or imposed on any of the Property of the Company;

8.2.9 Invest funds which, in the judgment of the Manager, are not immediately required for the conduct of the business of the Company, in such investments as may be selected by the Manager; which investments may include loans to individuals, corporations, partnerships or other entities affiliated with the Company or the Members;

8.2.10 Pay, extend, renew, modify, submit to arbitration, prosecute, defend or compromise, upon such terms as the Manager shall determine proper and upon any evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, either in favor of or against the Company, and adjust, compromise, settle or refer to arbitration any claim in favor of or against the Company or any of its assets;

8.2.11 Make elections in connection with the preparation of any Federal, state and local tax returns of the Company;

8.2.12 Acquire and enter into any contract of insurance necessary or proper for the protection of the Company, any Member or Manager, and the Manager shall ensure that the Company shall have in place at all times policies of general liability insurance and directors and officers insurance with such coverage and at such levels as the Members shall determine is appropriate;

8.2.13 Execute, acknowledge, deliver, modify or amend any and all instruments to effectuate any and all of the foregoing; and

8.2.14 Perform any other act which the Manager shall deem necessary or desirable for the Company or its business.

83 Binding the Company. Any action taken by a Manager as Manager of the Company shall bind the Company and shall be deemed to be the action of the Company. Except as otherwise specifically set forth in this Agreement, the signature of the Manager on any agreement, contract, instrument or other document shall be sufficient to bind the Company in respect thereof and shall conclusively evidence the authority of such Manager and the Company with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

84 Reimbursement. The Company shall reimburse the Manager for all ordinary and necessary out-of-pocket expenses incurred by the Manager on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Distributable Cash and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Manager who is also a Member.

85 Limitation of Duties and Liabilities of Managers. Except as otherwise provided in the Act, no Manager shall (a) be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager of the Company, or (b) be liable to the Company or any Member for any acts or omissions performed or omitted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority conferred by this Agreement and in the best interests of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making any Manager responsible for the liabilities of the Company.

86 Resignations and Removal of Managers; Election of Managers.

8.6.1. Resignation and Removal of Managers. Any Manager of the Company may resign at any time by giving notice to the Board. Such resignation shall take effect at the time specified therein or, if such time is not specified therein, then upon receipt thereof, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager of the Company may be removed, either with or without cause, at any time by a vote or written consent of the Members holding at least 67% of the Membership Interests.

8.6.2 Election of Managers. In the event of the removal or resignation of any Manager, a Substitute Manager may be elected by a vote or written consent of the Members holding at least 67% of the Membership Interest.

87 Action by Written Consent. Any action required or permitted to be taken by the Manager may be taken without a meeting if a written consent to such action shall be signed by the Manager.

88 Actions Binding on Members. Decisions and actions of the Manager within the scope of the Manager's authority shall be binding on the Company and each Member. Any action taken by the Company in compliance with the direction of the Manager pursuant to the Manager's authority hereunder shall be binding on the Company and each Member.

89 Management Standards. The Manager shall conduct the affairs of the Company in good faith and in a manner designed to further the best interests of the Company. Except in instances of bad faith or willful misconduct, the Manager shall not be liable to the Company or any Member for errors or omissions in the performance of their duties with respect to the Company.

8.10. Outside Business Ventures. Any Member, Manager or affiliate of a Member or Manager may engage in or possess an interest in other business ventures

of any nature or description, independently or with others, and neither the Company nor the Members shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture shall not be deemed wrongful or improper. No Member, Manager or affiliate of a Member or Manager shall be obligated to present any particular business or investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member, Manager or affiliate thereof shall have the right to act on any such business or investment opportunity for his own account (either individually or as a partner or a fiduciary) or to recommend any such business or investment opportunity to others.

8.11. Reliance by Third Parties. Any Person dealing with the Company, other than a Member, may rely on the certificate of any Manager as to the authorization of the Board of any action in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance with it, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Any Manager who shall execute a false certificate shall indemnify and hold harmless the Company and the other Members and Managers for all costs directly or indirectly resulting from the false certificate and any transactions consummated in reliance thereon.

8.12 Bank Accounts. All funds of the Company shall be deposited in such bank account or accounts as shall be designated by the Manager. Withdrawals from any such bank account shall be made upon such signature or signatures as the Manager may designate, and shall be made only for the purposes of the Company.

8.13 Books and Records. The Manager shall keep true, exact and complete books of account in which shall be entered fully and accurately each and every transaction of the Company. The fiscal year and the taxable year of the Company shall be the calendar year. All books of account shall be kept by the Manager at the principal office of the Company and all Members shall have the right to inspect and copy such books at the Member's expense at all reasonable times. An accounting shall be made at the end of each fiscal year and a copy of the accounting report shall be transmitted to each Member.

ARTICLE IX INDEMNIFICATION

91 Right to Indemnification. The Company shall indemnify, to the fullest extent permitted by Massachusetts law, each person who is or was a Member or Manager of the Company, each person who is or was serving at the request of the Company as a director, trustee or officer of another organization, and each person who is or was serving at the request of the Company in any capacity with respect to any employee benefit plan, against all liabilities, costs and expenses (including,

without limitation, amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements reasonably incurred) in connection with the defense or disposition of or otherwise in connection with or resulting from, any pending or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a Member, Manager, director, trustee or officer, or having served in any capacity with respect to any employee benefit plan, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the Company or, to the extent that such matter relates to services with respect to any employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan. Expenses, including, without limitation, counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

92 Rights Not Exclusive. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Member, Manager, or any such person serving in any capacity with respect to any employee benefit plan may be entitled or which may lawfully be granted to him.

93 Insurance. By action of the Manager, notwithstanding any interest of the Manager in such action, the Company may purchase and maintain insurance, in such amounts as the Members may from time to time deem appropriate, on behalf of any person who is or was a Member or Manager of the Company, or is or was serving at the request of the Company as a director, trustee or officer of another organization or in any capacity with respect to any employee benefit plan, against any liability incurred by him in such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability. The Company may enter into indemnity contracts with such Persons as the Manager shall determine and adopt written procedures for the advancement of expenses and the funding of obligations under Section 9.1 and such other matters regarding indemnification as the Manager shall deem appropriate. The Company shall have in place at all times policies of general liability insurance and directors and officers insurance with such coverage and at such levels as the Members shall determine are appropriate.

94 Amendment. No amendment or repeal of any of the provisions of this Article 9 which adversely affects the rights under this Article 9 of a Member or Manager of the Company, a person serving at the request of the Company as a director, trustee or officer of another organization, or any person serving at the request of the Company in any capacity under any employee benefit plan shall apply with respect to such party's acts or omissions that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted for or was made with the written consent of such party.

ARTICLE X

TRANSFERABILITY OF INTERESTS; SUBSTITUTE MEMBERS

10.1 Transferability of Interests. No Member, unless that Member is also the Manager, may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment to transfer by operation of law or by order of court, such Member's interest in the Company or any part thereof, or in all or any part of the assets of the Company, without the prior written consent of the Manager, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

10.1.2 Permitted Family Transfer. Notwithstanding anything herein to the contrary, any Member shall be entitled to transfer his Units to a trust for the benefit of his spouse or children, subject to the condition that he retain all voting rights of the transferred Units unless transfer of the voting rights shall be permitted by the Manager (each a "Permitted Family Transfer").

10.2 Right of First Refusal. All transfers of Membership Interests shall be subject to a right of first refusal benefitting the Company. Each time a Member (the "Transferring Member") proposes to Transfer all or any part of such Transferring Member's Membership Interest, such Transferring Member shall first offer such Membership Interest to the Company and the other Members (collectively, the "Non-Transferring Members" and individually, a "Non-Transferring Member") in accordance with the following provisions:

10.2.1 The Transferring Member shall deliver a written notice (a "Notice of Proposed Transfer") to the Company and the Non-Transferring Members stating (a) such Member's bona fide intention to Transfer all or a portion of the Transferring Member's Membership Interest, (b) the name and address of the proposed transferee (the "Proposed Transferee"), (c) the portion of the Transferring Member's Membership Interest to be Transferred (the "TM Interest") and (d) the purchase price for which the Transferring Member proposes to Transfer the TM Interest and all other terms and conditions of such proposed bona fide Transfer (collectively, the

"Transfer Terms").

10.2.2 The Company shall have the right to elect to purchase the TM Interest upon the Transfer Terms by giving the Transferring Member notice of such election not later than 30 days after the Notice of Proposed Transfer shall have been given (the "First Refusal Period"). If the Company shall fail to exercise its right to purchase the TM Interest within the First Refusal Period, the Company shall give notice (the "LLC Notice") of such failure to each Non-Transferring Member within five days after the expiration of the First Refusal Period. Each Non-Transferring Member shall then have the right to elect to purchase the TM Interest upon the Transfer Terms by giving the Company and the Transferring Member notice (an "NTM Notice") of such election not later than 30 days after the Company Notice shall have been given (the "Second Refusal Period"). If more than one Non-Transferring Member shall give an NTM Notice, then, in the absence of any agreement otherwise between or among them, each such Non-Transferring Member shall be entitled to purchase a portion of the TM Interest in the same proportion that the Membership Interest then owned by such Non-Transferring Member bears to the aggregate Membership Interests of all of the Non-Transferring Members who shall have elected to purchase the TM Interest.

10.2.3 If either the Company or one or more of the Non-Transferring Members shall elect to purchase the TM Interest, the closing of such purchase shall take place (a) within 30 days after the end of the First Refusal Period, if such purchase shall be made by the Company or (b) within 30 days after the end of the Second Refusal Period, if such purchase shall be made by one or more of the Non-Transferring Members. At the closing, the Transferring Member shall Transfer the TM Interest to the Company or the Non-Transferring Member or Members, as the case may be, free and clear of all liens, claims and other encumbrances.

10.2.4 If neither the Company nor any of the Non-Transferring Members shall elect to purchase the TM Interest, then the Transferring Member may Transfer the TM Interest to the Proposed Transferee, provided such Transfer shall be (a) completed within 30 days after the expiration of the Second Refusal Period and (b) made on terms no less favorable to the Transferring Member than the Transfer Terms. If the TM Interest shall not be so Transferred, or if the TM Interest shall be so transferred but shall not constitute the Transferring Member's entire Interest, the Transferring Member shall give notice in accordance with Section 10.2.1 prior to any other or subsequent Transfer of the TM Interest or any other portion of his Membership Interest.

10.3 Transferee Not to Become a Member Without Approval of the Manager. If a Transfer of a Member's rights or interest in such rights shall occur such Transfer shall, nevertheless, not entitle the transferee to become a Member (a "Substitute Member") or to be entitled to exercise or receive any of the rights, powers or benefits

of a Member other than the right to receive distributions to which the Transferor would be entitled, unless the Transferor shall (i) request, in a written instrument delivered to the Manager, that the transferee become a Substitute Member; and (ii) the Manager provides prior written approval to make the Transferee a Substitute Member. Each Person admitted as a Substitute Member shall execute and deliver to the Manager a New Member Packet and such other documents or instruments as the Manager shall deem necessary to confirm the Substitute Member's agreement to be bound by all of the terms and provisions of this Agreement. Immediately following such admission, the Transferor shall cease to be a Member of the Company and Schedule A shall be amended to include the Substitute Member in place of the Transferor. Upon the approval of all of the Manager of the admission of a Substitute Member, the Manager shall have the authority to execute the New Member Packet on behalf of all of the other existing Members.

10.4 Recognition of Transfer by the Company. No Transfer or any part thereof that shall be in violation of this Article 10 shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions pursuant to Article 6 or Section 11.3. Neither the Company nor the Manager or Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid Transfer. Unless named in this Agreement, or unless admitted to the Company as a Substitute Member or Additional Member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by a Member or by reason of the death or Bankruptcy of a Member, except as otherwise provided in this Agreement.

ARTICLE XI

DISSOLUTION. LIQUIDATION AND TERMINATION

11.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members in accordance with the terms of this Agreement.

11.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

11.2.1 The unanimous vote of the Members;

11.2.2 The entry of a decree of judicial dissolution under the Act;

11.2.3 The sale or transfer of all or substantially all of the Property of the LLC; or

11.2.4 The occurrence of any other event causing the dissolution of the LLC under the Act.

113 Liquidation. Upon dissolution of the Company, the Manager, or if there shall be no Manager, the Person or Persons approved by the Members (in such capacity, the "Liquidating Trustee"), shall carry out the winding up of the Company, and shall immediately commence to wind up the Company's affairs; provided that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(i) First, to creditors of the Company, including Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) Second, to the Members in accordance with their Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods; and,

(iii) Finally, to the Members in accordance with their Membership Interests.

114 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 11 and the Certificate shall have been canceled in the manner required by the Act.

115 Claims of the Members for Capital Contributions. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company shall be insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XII REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties. Each Member hereby represents and

warrants to each other Member and the Company as follows:

1111 If such Member is an entity, such Member is duly organized, validly existing and in good standing under the law of its state of organization and has full corporate or other organizational power to execute and enter into this Agreement and to perform its obligations hereunder, and all corporate and other proceedings required to be taken by such Member to authorize the execution, delivery and performance of this Agreement have been taken.

1112 If such Member is an individual, such Member has all requisite power and has full legal capacity and is competent, to execute, deliver and enter into this Agreement and to perform his obligations hereunder.

1113 The performance by such Member of such Member's obligations hereunder will not result in a breach or a violation of, or a default under, any agreement or instrument by which such Member or any of such Member's properties is bound or any statute, rule, regulation, order or other law to which such Member is subject, or require the obtaining of any consent, approval, permit or license from or filing with, any governmental authority or other person by such Member in connection with the execution, delivery and performance by such Member of this Agreement; and this Agreement constitutes (assuming its due authorization and execution by the other Members) such Member's legal, valid and binding obligation.

1114 Such Member is acquiring such Member's Membership Interest for investment solely for such Member's own account and without an intent to distribute the interest in violation of the Securities Act.

1115 The Member acknowledges that (i) the Membership Interests have not been registered under the Securities Act or any state securities laws, and (ii) the Membership Interests may not be sold, transferred, pledged or otherwise disposed of except in accordance with this Agreement and then only if such resale or transfer is registered in accordance with the provisions of the Securities Act and applicable state securities laws or is exempt from such registration.

1116 Such Member understands that such Member must bear the economic risk of an investment in the Company for an indefinite period of time. Such Member is financially able to bear the economic risk of an investment in the Company and has no need for liquidity in this investment. Furthermore, the financial capacity of such Member is of such a proportion that the total costs of such Member's investment in the Company is not material when compared with such Member's total financial capacity.

1117 Such Member has such knowledge, experience and skill in financial and business matters in general and with respect to investments of a nature

similar to an investment in the Company so as to be capable of evaluating the merits and risks of, and making an informed business decision with regard to, this investment.

1118 Such Member (i) has received all information that such Member deems necessary to make an informed investment decision with respect to an investment in the Company and (ii) has had the unrestricted opportunity to make such investigation as such Member desires pertaining to the Company and an investment therein and to verify any information furnished to such Member.

1119 Such Member understands that the Company is not obligated to register the Membership Interests for resale under the Securities Act or any applicable state securities laws and that the Company is not obligated to supply such Member with information or assistance in complying with any exemption under the Securities Act or any applicable state securities laws.

11110 Such Member acknowledges and understands that the purchase of such Member's Membership Interest involves an investment in a new business that has no previous operating experience, and, therefore, this is a speculative investment with no assurance of success.

ARTICLE XII MISCELLANEOUS

12.1 Notices. Except as otherwise specified herein, any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (a) delivered personally, (b) mailed by registered or certified mail, return receipt requested or (c) transmitted by fax or email, in each case with a confirming copy sent by overnight mail or courier service to the addresses set forth below. Notice given by a party's counsel shall be considered notice given by that party.

(a) To the Company:

Spencer House LLC Attn:
Heather Anello 215
Johnson Hill Road
Washington, MA 01223
e-mail: chefheather@gmail.com

(b) To each Member or Manager at the address for such Member or Manager set forth on **Schedule A**

(c) In each case, with a copy to:

Ethan S. Klepetar, Esq. Hellman
Shearn & Arienti LLP 342 Main
Street
Great Barrington, MA 01230
Email: eklepetar@hellmanshearn.com

12.2 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Members and Managers relating to the Company and supersedes and replaces any prior understanding, agreement, or statement (written or oral) of intent with respect to the Company.

12.3 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

12.4 Amendment or Modification. This Agreement may not be amended except upon the approval of a Super-Majority at the time of the amendment and any amendment of this Agreement so approved shall be binding upon all parties to this Agreement with the same force and effect as if executed by all parties to this Agreement; provided, however, that the Managers may amend this Agreement without the approval of any Member for the following purposes: (a) to reflect changes made in the membership of the Company and in the contributions of the Members to the Company in accordance with the terms of this Agreement; (b) to add to the duties or obligations of the Managers or surrender any right or power granted to the Managers herein; (c) to cure any ambiguity, correct or supplement any provision herein which may be inconsistent with any other provisions herein, or correct typographical or other errors or omissions; or (d) to make similar minor changes in order to conform this Agreement to law. All amendments made in accordance with this Section 12.4 shall be evidenced by a writing executed by the Managers and a copy of such written amendment shall be kept at the office of the Company. Notwithstanding the foregoing, this Agreement shall be amended from time to time in each and every manner to comply with the then existing requirements of the Code, Treasury Regulations and rulings of the Internal Revenue Service affecting the status of the Company as a partnership for federal income tax purposes, and no amendment shall be proposed which will directly or indirectly affect or jeopardize the then status of the Company as a partnership for federal income tax purposes.

12.5 Binding Effect. This Agreement is binding on and inures to the benefit of the Members and Managers and, subject to the restrictions on Transfer set forth in this Agreement, their respective heirs, legal representatives, successors, and permitted assigns.

12.6 Governing Law; Severability. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.7 Further Assurances. Each Member shall execute and deliver all certificates, instruments, and other documents and shall do all such other acts as the Managers deems necessary or appropriate to comply with the requirements of the Act for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the Property of the Company or to effectuate the provisions of this Agreement.

12.8 Counterparts. To facilitate execution, this Agreement may be executed (a) in as many counterparts as may be convenient or required and (b) by transmission of one or more counterparts with a facsimile or digital image containing the signature of an authorized person which shall be deemed and accepted as an original signature. It shall not be necessary that (a) the signature and acknowledgment of, or on behalf of, each party appear on each counterpart; or (b) the signature and acknowledgment of all persons required to bind a party appear on one counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce, or account for, more than a single counterpart containing the signature and acknowledgment of, or on behalf of, each of the parties hereto.

12.9 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of the Company or any Member. No such third party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability, or obligation (or otherwise) against the Company or any Member.

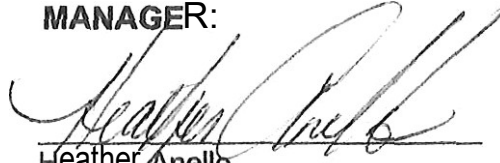
12.10 Section Titles. The headings herein are included as a matter of convenience only and do not define, limit or describe the scope of this Agreement or the intent of any of the provisions hereof.

12.11 Remedies Cumulative. No remedy conferred upon or reserved to the Company or any Member or Manager by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Company or any Member or Manager hereunder or now or hereafter existing at law or in equity or by statute.

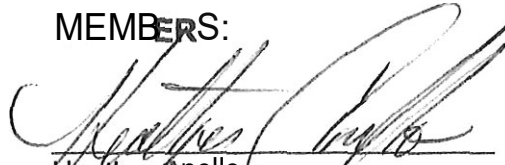
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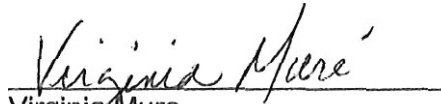
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

MANAGER:

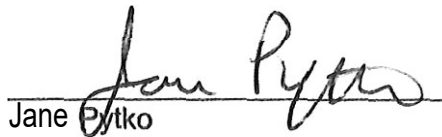

Heather Anello

MEMBERS:


Heather Anello


Virginia Mure


Glenn Posey


Jane Pytko


Barbara Canale Schmidt



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

mass.gov/dor

Letter ID: L0759034432
Notice Date: April 14, 2020
Case ID: 0-000-644-962



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SPENCER HOUSE LLC
215 JOHNSON HILL RD
WASHINGTON MA 01223-9423

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SPENCER HOUSE LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

March 18, 2020

TO WHOM IT MAY CONCERN:

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

SPENCER HOUSE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 24, 2016.**

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

I also certify that the names of all managers listed in the most recent filing are:
HEATHER ANELLO

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

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

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





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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



334617469

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

SPENCER HOUSE LLC
215 JOHNSON HILL RD
WASHINGTON, MA 01223-9423

EAN: 22175949
March 31, 2021

Certificate Id:46595

The Department of Unemployment Assistance certifies that as of 3/31/2021 ,SPENCER HOUSE LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

CANNA CORNER LIABILITY INSURANCE PLAN

OBJECTIVE

Canna Corner will obtain and maintain General Liability and Product Liability insurance coverage as required in 935 CMR 500.105(10).

Canna Corner has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10).

These providers are established in the legal marijuana industry.

OBTAINMENT OF INSURANCE PLAN

Canna Corner 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.

The deductible for each policy will be no higher than \$5,000 per occurrence.

If Canna Corner cannot obtain the required insurance coverage, Canna Corner will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.

Canna Corner will replenish this account within ten business days of any expenditure.

Canna Corner will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission.

The General Liability and Product Liability Insurance reports will be made available to the CCC upon request.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

BUSINESS PLAN

Spencer House LLC
D/B/A Canna Corner
91 American Legion Drive
North Adams, MA 01247

BUSINESS PLAN

The Ownership

The company, Spencer House LLC (the “Spencer House”), is a Massachusetts limited liability company. It has two DBA’S “Canna Corner” and “Canna Corner”

The Management

The President of the Company is Heather Anello. All decisions for the DBA Canna Corner are made by Ms. Anello.

Business Sector

The Spencer House will own a ME License operating out of 91 American Legion Drive, North Adams, MA, 01247. Spencer House DBA “Canna Corner” will be a Recreational Retail Marijuana Dispensary.

The Goals and Objectives

The Spencer House’s goal is to own the licensing for Canna Corner. Our objective is to protect the Cannabis industry for High Rolling Non-Local investment groups who don’t have close ties to the community. Renovate the existing property at 91 American Legion Drive, North Adams, MA, 01247, and revitalize the local area. Canna Corner’s objective is to bring back the employment with benefits that once existed on the site, and enhance the historical significance of the site.

The Products

The primary services provided by the Canna Corner is Cannabis products and paraphernalia. In addition, we hope to provide space for continued education and research development.

Spencer House and Canna Corner aim to reduce the stigma surrounding cannabis prohibition by informing consumers and non-consumers of the laws surrounding adult cannabis use. Safe and healthy practice, veterans affairs and medical benefits are a priority for this initiative and we plan to have space for hosting the non-profit.

The Target Market

Canna Corner will focus on maximizing opportunities within the City of North Adams. The city population is 12,959 with an average cannabis usage rate of 21% of the population.

Pricing Strategy

The ME industry is brand new so the market is wide open. We are on the rising side of the increasingly profitable scale. Our strategy will be to meet current market prices as for the first three years with the anticipated deflation. Remain more competitive for the subsequent years.

The Competition

Canna Corner will only have one competitor within North Adams, Silver Therapeutics.

We are proud to report an excellent relationship with our competitors, as they seem more than willing to share all knowledge for the purpose of meeting the high demand of this new industry.

Ownership Background

Heather Anello is the 64% owner of the Spencer House LLC. An operating company who owns both DBA's Canna Corner and Canna Corner.

Ms. Anello has owned and operated this business since it was created on June 24, 2016. The Spencer House owns and manages the real estate located at 3235 Main Street Becket, Massachusetts. Along with the Becket General Store Bar and Restaurant. Ms. Anello has fifteen years of experience owning and operating a food-service establishment in Massachusetts. Ms. Anello owned and operated White Tail Food Services for nine years out of the Bucksteep Manor property in Washington, Massachusetts. Over the last 15 years, she has sold over five million dollars in food sales and generated over 1.5 million dollars in profits.

Ms. Anello has also been a landlord for a three-bedroom ranch house in Washington, Massachusetts.

Organizational Timeline

The Spencer House is already organized and operating a commercial real estate business. The Spencer House DBA Canna Corner also hopes to secure a ME license by way of an expedited minority women and veteran owned priority status from the Massachusetts Cannabis Control Commission on or before January 2022.

Company Assets

Spencer LLC owns the real estate located at 3235 Main Street, Becket, Massachusetts, and all the fixtures, appliances, equipment associated with the management of the property, i.e. lawnmowers, tools, fences, walk-in hood suppression system, dishwasher, etc.

Spencer House LLC BBA Canna Corner will own the License

The Current Products

The primary products Canna Corner will provide is Cannabis Products (example flower)

Future Products

Canna Corner has many advantages for future development and growth. Ms. Anello is a well known member of the community who has been able to have a personal relationship with nearly each and every resident who is a consumer in the area. Ms. Anello is uniquely situated from her experience to have a strong perspective on the community's issues, priorities, and needs.

Future Products could include a manufacture's license to produce edibles, lotions, CBD, tinctures and more.

Staffing

In its current phase, as well as the initial phase of starting up, Canna Corner will have 10 employees. During its startup phase Canna Corner will employ at least three local sub-contractors and over two dozen management employees including women, minorities and veterans. Depending on demand for the products offered by Canna Corner we plan to hire up to 100 employees, who will be trained extensively on the Canna Corner security and safety procedures.

Location Analysis

This Location is important because it's a historical industrial site desperate for revival. Canna Corner values the importance this location once had for its community and plans to restore it to its maximum potential. The location at 91 American Legion Drive supports Veterans of Foreign Wars. This location is also easily accessible to highways, Mass Moca, and MCLA.

ENERGY COMPLIANCE PLAN

Canna Corner is dedicated to actively participating in the responsibility shared among all Marijuana Establishments for identifying energy conservation strategies, conducting operations that lead to energy usage in as efficient manner as possible, and striving to earn the rating from the CCC as an Energy and Environment Leader among Marijuana Establishments operating in Massachusetts.

Canna Corner has strived to build this plan following the requirements set forth in 935 CMR 500.140.3.(c), 935 CMR 500.105. These plans are expected to evolve with improvements demonstrated within industry best practices and after collaboration with Mass Save partners.

Canna Corner has partnered with Architectural Insights for the drafting and developing of site plans that take into account the identification of potential energy use reduction opportunities. Further opportunities to establish renewable energy generation has and will continue to be considered as Canna Corner seeks to reduce the operational energy demand.

Architectural Insights & Canna Corner will work together to establish the best strategies to reduce electrical demand such as utilizing lighting schedules, active load management, and energy storage.

Canna Corner's commitment to energy conservation will extend to further partnership and engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, & 21. Audits will be conducted regularly and when equipment needs to be repaired or replaced.

These collaborations will ensure that the implementation of such strategies and plans exceeds all standards set forth by the CCC and the City of North Adams.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

PERSONNEL POLICIES

OBJECTIVE

Canna Corner is committed to remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

Canna Corner has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.

The following procedures provide clear and concise instructions for the Canna Corner Management team to ensure specific, methodical, and consistent compliance of the Canna Corner Personnel Policies in accordance with CCC Regulations, state, and federal laws.

RESPONSIBILITY

General Manager

The General Manager is accountable for:

Maintaining and updating all Standard Operating Procedures (SOPs) for the Canna Corner Personnel Policies.

Conducting Personnel training with all Management Team Members and employees in accordance with 935 CMR 500.105(2)(a).

Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.

Ensuring that all Canna Corner Employee Personnel Records are maintained and secured.

Documenting the verification of all Canna Corner Employee Reference Checks.

Storing all Employee Background Checks in a secure location.

Maintaining confidentiality.

PERSONNEL RECORDS

Canna Corner will maintain the following Personnel Records:

- Job Descriptions for Each Employee and Their Position within the Organization
- Job Descriptions for each Volunteer Position
- Canna Corner Organization Charts with Job Descriptions
- Personnel Records for each Canna Corner Employee
- Documentation of Verification of Reference Checks
- Employment Contracts
- Documentation of all Training
- Periodic Performance Evaluations
- Records of Disciplinary Actions Taken

- Responsible Vendor Training Certifications
- Staffing Plans
- Personnel Standard Operating Procedures (SOPs)
- Employee Background Checks

PERSONNEL RECORD RETENTION

Canna Corner will keep a personnel record for each Canna Corner agent.

Canna Corner personnel records shall be maintained for at least 12 months after termination of the individual's affiliation with Canna Corner and shall 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; and

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 M.G.L. c. 6 et. 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

Canna Corner Personnel Records will be held electronically and in hard copy.

The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files.

Access to the electronic records will only be allowed to Canna Corner Management agents who require access, as part of their job duties and responsibilities.

Hard Copy (written records) will be stored in a secure, locked cabinet located in a locked room accessible to only Canna Corner Management Team Members who require access for their job duties and responsibilities.

These records will be made available for inspection by the Commission upon request.

CANNA CORNER REGISTERED AGENTS

All Canna Corner board members, directors, employees, executives, managers and volunteers will register with the CCC as a Canna Corner Marijuana Establishment Agent (“Canna Corner Agent”).

An employee also means any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Canna Corner Agents shall:

Be 21 years of age or older;

Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Canna Corner will submit to the CCC an application for each Canna Corner Agent.

This application will include;

The full name, date of birth, and address of the individual;

All aliases used previously or currently in use by the individual, including maiden name, if any;

A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;

An attestation that the individual will not engage in the diversion of marijuana products;

Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

Background information, including, as applicable:

A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the

United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and

A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

Any other information required by the Commission.

The Canna Corner General Manager will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration.

The Canna Corner General Manager will submit to the CCC a Criminal Offender Record Information (CORI) report and any other background check information required by the CCC for each employee for whom Canna Corner seeks a ME Agent Registration Badge.

All CORI background checks will be obtained within 30 days prior to submission.

Canna Corner will notify the CCC within twenty-four (24) hours after a Canna Corner agent ceases to be associated with the establishment.

The ME Agent Registration Badge shall be immediately void when the agent is no longer associated with the establishment.

The ME Agent Registration Badge is valid for one year from the date of issue.

Canna Corner will renew each Agent Registration Badge on an annual basis when the Agent's Badge is up for renewal.

After obtaining an Agent Registration Badge, Canna Corner will notify the Commission, via e-mail, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that an Agent Registration Badge has been lost or stolen.

All Canna Corner Agents will carry and display their Agent Registration Badge at all times while at the Canna Corner Facility.

All Canna Corner Agents will carry and display their Agent Registration Badge while in possession of marijuana products or while transporting Marijuana and MIPs.

CANNA CORNER BACKGROUND CHECKS

Canna Corner will comply with all Background Check requirements in the Regulations and any other sub-regulatory guidance issued by the Commission.

During the application process, Canna Corner will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);

Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

The individual's full legal name and any aliases;

The individual's address;

The individual's date of birth;

A photocopy of the individual's driver's license or other government-issued identification card;

A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;

Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;

RELEVANT BACKGROUND CHECK INFORMATION

Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:

A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;

A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;

A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;

A description and relevant dates of actions against a license to prescribe or distribute controlled substances or illegal drugs held by any board member, executive, officer, director or member.

ANY OTHER INFORMATION REQUIRED BY THE COMMISSION.

Canna Corner will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

BACKGROUND CHECKS NOT INCLUDED IN THE APPLICATION PROCESS

For all ME Agent Registrations not included in the application process, Canna Corner will submit Marijuana Establishment Agent applications for all required individuals.

Canna Corner will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

EQUAL EMPLOYMENT POLICY

It is the policy of Canna Corner to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws.

This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Canna Corner expects all employees to support our Equal Employment Opportunity Policy.

All Canna Corner Hiring Managers are expected to take all necessary steps in order to maintain a work environment free from unlawful discrimination and harassment.

All Canna Corner Hiring Managers will ensure that employees and future employees are accommodated within this policy.

Canna Corner will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Canna Corner operational activities.

If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible.

Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Canna Corner in seeking and evaluating reasonable solutions that benefit all parties.

In compliance with the Americans with Disabilities Act (ADA), Canna Corner provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law.

Canna Corner may require medical certification of both the disability and the need for accommodation.

Canna Corner can only seek to accommodate physical or mental limitations of an employee if the Canna Corner Management team knows of the disability.

It is the employees' responsibility to come forward and document their need for accommodation(s). Canna Corner will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

ANTI-HARASSMENT AND SEXUAL HARASSMENT POLICY

Canna Corner seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability.

Inappropriate interference with the ability of Canna Corner employees to perform their expected job duties is not tolerated.

It is illegal for any employee to harass another employee.

Examples of harassment include:

Sexual advances, favors, verbal, or physical conduct of a sexual nature as a condition of any employee's employment;

Using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual;

Or creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to:

Actions as persistent comments on an employee's sexual preferences

The display of obscene or sexually oriented photographs or drawings

The telling of sexual jokes

Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment.

Canna Corner will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Canna Corner will not condone any sexual harassment of its employees.

All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Canna Corner will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

SEXUAL HARASSMENT REPORTING

If a Canna Corner Employee feels victimized by sexual harassment, they should report the harassment to a manager or supervisor immediately.

If the immediate manager or supervisor is the source of the alleged harassment, the report should be submitted to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter.

All employees involved or witnesses to the harassment must be questioned regarding the incident(s).

The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

Canna Corner Employees have the option to file a formal complaint with either or both of the government agencies set forth below:

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Using the Canna Corner complaint process does not prohibit an Employee from filing a complaint with these agencies.

Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

AMERICANS WITH DISABILITY ACT

Canna Corner supports the policies of the Americans with Disabilities Act.

All applicants and employees with disabilities will be treated in accordance with the requirements of that act.

Canna Corner will provide reasonable accommodations to any persons with disabilities who require them, who advise Canna Corner of their particular needs.

Information concerning individuals' disabilities and their need for accommodation will be handled with discretion and confidentiality.

DRUG FREE WORKPLACE

Canna Corner is committed to providing its employees with a safe and productive work environment.

Canna Corner maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace.

No Canna Corner employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Canna Corner premises, while using Canna Corner vehicles, Canna Corner equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system.

The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Canna Corner social or business event.

"Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained.

Included in this description are the abuse of prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts.

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

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs.

Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated.

However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Marijuana may never be consumed on-site under any circumstances.

SMOKE FREE WORKPLACE

Smoking is prohibited throughout the workplace.

This policy applies equally to all employees, clients, partners, and visitors.

Employee Diversion of Marijuana and MIPs

If a Canna Corner Agent is found to have diverted Marijuana or MIPs, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated.

The General Manager will immediately be notified.

The General Manager will make a detailed report of the event and submit that information to local Law Enforcement and the CCC within 24 hours.

CANNA CORNER EMPLOYEE HANDBOOK

Canna Corner will provide an Employee Handbook to all employees during their onboarding.

The Canna Corner Employee Handbook will outline all the information pertinent to their employment. These subjects will include, but not limited to;

Canna Corner Mission and Vision

Hours of Work

Organizational Structure

Compensation

General Employment Policies

Benefits

Employee Categories

Code of Conduct

Conflicts of Interest

Discipline

Access to Personnel Files

Training

Performance Evaluations

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

QUALITY CONTROL AND TESTING

OBJECTIVE

Canna Corner is committed to remaining compliant with the regulatory guidelines detailed in 935 CMR 500.160 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

Canna Corner has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.

The reputation of Canna Corner relies on providing the best Marijuana and MIPs to consumers. The following procedures provide clear and concise instructions for the Canna Corner Management team, Agents, contractors, vendors, and suppliers pertaining to proper Inventory Control, Tracking, and Quality Control in accordance with CCC Regulations.

RESPONSIBILITY

General Manager

The General Manager is accountable for:

Maintaining and updating all Standard Operating Procedures (SOPs) for the Inventory of Marijuana and MIPs and the Canna Corner Inventory Binder.

Conducting Inventory of Marijuana and MIPs training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).

Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.

Initiating regular Quality Control and Sanitation Cleaning Schedules.

Conducting regular Quality Control and Sanitation Inspections and Audits.

Ensure that all Marijuana and MIPs have been tested in accordance with 935 CMR 500.160.

Communicating with the CCC in the event of a batch test failure.

Develop, distribute, and enact Plans of Corrective Action when necessary.

GENERAL REQUIREMENTS

Canna Corner will maintain Quality Control in accordance with:

935 CMR 500.000 et. seq, 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments
Sanitation requirements in accordance with 105 CMR 500.000: Good Manufacturing Practices for Food

Food Handling requirements specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine.

All Canna Corner Marijuana and MIPs will have been tested in accordance with 935 CMR 500.160 prior to sale to consumers. All testing records will be stored with the Certifications of Analysis located in the Canna Corner Inventory Control Binder.

No Marijuana or MIPs may be sold or marketed that are not capable or have not been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Cannabis Control Commission, who may refer any such result to the Massachusetts DPH of Agricultural Resources.

Canna Corner will not sell or transfer MIPs with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

For a single serving of an edible marijuana products, five milligrams of active tetrahydrocannabinol (THC)

In a single package of multiple edible marijuana products to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.

The THC content must be homogenous, or evenly distributed throughout the edible marijuana products.

SANITATION

Canna Corner will maintain the cleanliness of the dispensary and Marijuana and MIP storage locations. Canna Corner Agents will utilize the Canna Corner Cleaning Checklist each shift to ensure that all facets of sanitation are maintained.

Agents will utilize cleaning disinfectant to wipe down and ensure that all Marijuana and MIP storage locations and contact surfaces are clean. Agents will utilize disinfectant to clean the walls, ceilings, and floors of all Marijuana and MIP storage and packaging areas.

Agents will use a sanitizing disinfectant to wipe down and clean all product preparation surfaces such as:

- Tables
- Scale surfaces
- Utensils

Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices will be provided.

Each of the facilities water supplies comes from the municipal water supply and is sufficient for necessary operations.

Canna Corner plumbing will be of adequate size and design, and satisfactorily installed and maintained to carry enough quantities of water to the required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines.

The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.

CONTAMINATION CONTROL

All Canna Corner Agents will be trained on:

- Pest Prevention
- Pest Detection
- Pest Treatments

This training will be documented and recorded in employee personnel files and Inventory Control Training Logs. Records of the training will be documented in the Inventory Control Binder.

When a Contamination or Possible Contamination Incident is detected, the witnessing Agent will:

- Document and record the event on an Incident Report
- Notify the General Manager of the Incident
- Conduct primary mitigating risk procedures (i.e. utilize pest control traps)

After the General Manager has been alerted of Contamination or Possible Contamination, the General Manager will:

- Conduct an investigation within 24 hours
- Create a plan of action to correct the deficiency
- Notify the Board of Health
- Alert the CCC in writing
- Create a follow up After Action Review on the Contamination Incident

PEST CONTROL TRAPS

Canna Corner will utilize small, sticky traps for monitoring of flying or airborne pests.

All Pest Control traps will be posted, mapped, and the information disseminated to the Canna Corner staff.

HANDLING AND STORAGE OF MARIJUANA, MIPS, AND MARIJUANA PLANT WASTE

All marijuana plant waste will be placed in the hermetically sealed “Marijuana Waste” container. This waste container is known as the “Products Designated for Wasting/Destruction” Bin. This container is impervious and covered.

HANDLING AND STORAGE OF NON-MARIJUANA WASTE

All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:

- Recyclable
- Organic
- Solid waste

At the end of each shift these containers will be emptied, the contents removed from the building, and placed in the appropriate containers to await pickup. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

All chemicals, products, and mixtures will contain Material Safety Data Sheets (MSDS).

The MSDS is located in the Inventory room of the Canna Corner Facility.

PERSONNEL

All Agents and contractors are obligated and instructed to notify Canna Corner management in the event that they have developed an illness or medical condition that may interfere with Quality Control.

All Agents or contractors will be excluded from daily operations who have been medically examined or observed to have:

Any diseases transmissible
through food
Illness
Open lesion(s)
Boils
Sores
Open wounds

Infected wounds
Vomiting
Diarrhea
Flu-like symptoms
or any other abnormal source
of microbial contamination

Personnel will not be able to return to daily operational activities until the condition has been corrected.

Canna Corner will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health. If isolation/quarantine orders are issued by the Board of Health or the Department of Public Health, the General Manager will:

- Conduct and follow through on the isolation/quarantine immediately
- Draft and distribute a memorandum of understanding for the isolation/quarantine order
- Train all employees within 48 hours of the isolation/quarantine order
- Conduct an AAR on the isolation/quarantine order

All Canna Corner Agents will adhere to proper sanitary practices while conducting operational activities including:

Grooming

Maintain clean hair

Teeth brushed

Showered

Usage of deodorant daily

Maintain short, clean, and
polish-free fingernails

Canna Corner Agents will wash their hands thoroughly with soap and warm water for a period of 45 seconds:

- Upon entry to the facility
- After utilizing the restroom
- After touching face, nose, hair, or any other body part
- After sneezing or coughing
- After cleaning duties.
- After eating or drinking.
- Any other time an unsanitary task has been performed

All Canna Corner Agents will ensure that they are dressed in proper work attire. Agents will:

- Wear appropriate clothing
- Wear clean uniforms with sleeves
- Wear clean non-skid close-toed work shoes (or tennis shoes)

All Canna Corner Agents will properly maintain and dress any cuts, abrasions, and burns by:

- Bandaging any cut, abrasion, or burn that has broken the skin.
- Covering bandages on hands with gloves and finger cots and change as appropriate.
- Informing supervisor of all wounds.

Canna Corner maintains a strict no smoking policy. No smoking or smokeless tobacco is to be used or ingested on company premises.

QUALITY CONTROL TRAINING

Canna Corner will train all employees on Quality Control procedures during the onboarding process.

Training topics will include:

- Good Manufacturing Practices
- Sanitation
- Pest Control
- Product safety training
- Requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements

This training will be documented and recorded in employee personnel files and Inventory Control Training Logs. Records of the training will be documented in the Inventory Control Binder.

HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)

Canna Corner will implement a HACCP plan in accordance with the HACCP Principles & Application Guidelines issued by the FDA. This HACCP plan will address packaging of all marijuana products that will take place in the facility.

Once operational Canna Corner will:

- Assemble the HACCP team (General Manager, Supervisors, and outside consultants)
- Describe the product and its distribution
- Describe the intended use and consumers of the product
- Develop a flow diagram which describes each process
- Verify the flow diagram
- Conduct a hazard analysis for each product (Principle 1)
- Determine critical control points (CCPs) for each product (Principle 2)
- Establish critical limits (Principle 3)
- Establish monitoring procedures (Principle 4)
- Establish corrective actions (Principle 5)
- Establish verification procedures (Principle 6)
- Establish record-keeping and documentation procedures (Principle 7)

TESTING OF MARIJUANA AND MIPS

Canna Corner will only sell Marijuana and MIPS that been tested by an independent testing laboratory and passed in accordance with the Regulations outlined in 935 CMR 500.160.

These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure.

Required testing includes:

- Cannabinoid Profile
- Contaminants as specified by the Department including, but not limited to:
- Mold
- Mildew
- Heavy metals
- Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
- Bacteria
- Fungi
- Mycotoxins

Canna Corner will maintain the results of all testing for no less than two (2) years. These testing results can be found in the Canna Corner Inventory Binder.

REPORTING TO THE CCC

If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other products. If a marijuana product fails, the laboratory testing the CCC will be notified immediately by the Canna Corner General Manager.

If through a re-test of the product, it is determined that there is no contamination, the product may be removed from quarantine status and sold. The CCC will be notified of product re-tests and the operational actions taken thereafter.

Product that is confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be quarantined and not sold to consumers.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

RECORD KEEPING PROCEDURES

OBJECTIVE

Canna Corner is committed to remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

Canna Corner has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.

The following procedures provide clear and concise instructions for the Canna Corner Management team, Agents, contractors, vendors, and suppliers pertaining to proper Record Keeping Procedures in accordance with CCC Regulations documented in 935 CMR 500.105(9).

RESPONSIBILITY

General Manager

The General Manager is accountable for:

Developing and maintaining written records that are required in any section of 935 CMR 500.000.

Creating, installing, and training Agents on all Canna Corner Standard Operating Procedures (SOPs) as required by 935 CMR 500.105(8). Maintaining and updating all SOPs specifically for Record Keeping.

Conducting Record Keeping training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).

Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.

Communicating and supplying Record Keeping documents to the CCC when requested.

Developing, distributing, and enacting Plans of Corrective Action when necessary.

Maintaining Record Keeping procedures in accordance with Generally Accepted Accounting Principles (GAAP).

Documenting Inventory Records as requested by 935 CMR 500.105(8).

Tracking and monitoring Seed-to-sale Tracking Records for all Marijuana and MIPs as required by 935 CMR 500.105(8)(e).

PERSONNEL RECORDS

Canna Corner will maintain the following Personnel Records:

- Job Descriptions for Each Employee and Their Position within the Organization
- Job Descriptions for each Volunteer Position
- Canna Corner Organization Charts with Job Descriptions
- Personnel Records for each Canna Corner Employee
- Documentation of Verification of Reference Checks
- Employment Contracts
- Documentation of all Training
- Periodic Performance Evaluations
- Records of Disciplinary Actions Taken
- Responsible Vendor Training Certifications
- Staffing Plans
- Personnel Standard Operating Procedures (SOPs)
- Employee Background Checks

Canna Corner will keep a personnel record for each Canna Corner agent. Personnel records shall be maintained for at least 12 months after termination of the individual's affiliation with Canna Corner and shall 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; and
- Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan will be available to demonstrate accessible business hours and safe manufacturing & processing conditions.
- Personnel policies and procedures; and
- All background check reports obtained in accordance with M.G.L. c. 6 et. 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

Canna Corner Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Canna Corner Management agents who require access as part of their job duties and responsibilities.

Hard Copy (written records) will be stored in a secure, locked cabinet located in a locked room accessible to only Canna Corner Management Team Members who require access for their job duties and responsibilities. These records will be made available for inspection by the Commission upon request.

BUSINESS RECORDS

Canna Corner will ensure that all business records are recorded, documented, and maintained. Canna Corner will keep all prior business records for a minimum of six (6) years in accordance with GAAP. Canna Corner will maintain these records in hard copy form and electronic versions.

Canna Corner business records will include:

- Assets and Liabilities
- Monetary Transactions
- Books of accounts containing:
 - Journals
 - Ledgers
 - Supporting Documents
- Agreements
- Checks
- Invoices
- Vouchers
- Sales Records including:
 - Quantity
 - Form
 - Cost of Marijuana and MIPS
- Salary and Wage documentation including:
 - Salary and Wages paid to each employee
 - Stipends paid
 - Executive Compensation
 - Bonus(es)
 - Benefits
- Items of value paid to any persons having direct or indirect control over the ME.

WASTING/DESTRUCTION OF MARIJUANA AND MIPS RECORD KEEPING

Canna Corner will maintain Waste Disposal Records as required under 935 CMR 500.105(12).

PRODUCTS DESIGNATED FOR WASTING/DESTRUCTION

Canna Corner will utilize a “Products Designated for Wasting/Destruction” Log to denote Marijuana and MIPS stored in the Waste Bin prior to the Wasting/Destruction Process. The Products Designated as Waste Logs are located in the Inventory Control Binder and attached to the Waste Bin.

The General Manager will verify the Products Designated as Waste Logs during the Weekly Inventory Control Audit. The General Manager will document the Products Designated as Waste Logs audits on the Inventory Control Audit Log.

The General Manager will ensure that all Products Designated as Waste Logs from 90 days prior to the monthly Inventory Control Audit are stored in the Inventory Control Binder. Any Products Designated as Waste Logs greater than 90 days prior to the date of the Inventory Control Audit will be uploaded digitally to the Shared drive for record keeping. The original copies will be stored off-site for document control.

The General Manager will verify the Products Designated as Waste Logs with the contents located inside the Waste Bin. Any discrepancies and the corrective actions taken will be documented on the monthly Inventory Control Audit Log by the Store Manager.

EXAMPLE:

Canna Corner Products Designated For Wasting/Destruction Log

Objective: This form is used to track and denote all returned products that are stored in the Waste Bin.

Instructions: When a product is designated for the wasting/destruction process, the Agent will fill out the form below to indicate items stored in the Waste Bin. The product will remain stored in the Waste Bin until it is destroyed in the Wasting/Destruction Process.

Date/Time	Product Name	METRC #	Weight	Reason <u>For</u> Quarantine	Agent Name Agent Signature	Store Manager Name: Signature:

Canna Corner will utilize a “Wasted/Destroyed Products” Log to record and document all Marijuana and MIPs that have been destroyed in the Wasting/Destruction Process. The Wasted/Destroyed Products Logs are located in the Canna Corner Inventory Control Binder.

The General Manager will verify the Wasted/Destroyed Products Logs during the Weekly Inventory Control Audit. The General Manager will document the Wasted/Destroyed Products Logs audits on the Inventory Control Audit Log.

The Store Manager will ensure that all Wasted/Destroyed Products Logs from 90 days prior to the Inventory Control Audit are stored in the Inventory Control Binder. Any Wasted/Destroyed Products Logs greater than 90 days prior to the date of the Inventory Control Audit will be uploaded digitally to the Shared drive for record keeping. The original copies will be stored off-site for document control.

Any discrepancies and the corrective actions taken will be documented on the monthly Inventory Control Audit Log by the General Manager.

Example:

Canna Corner Wasted/Destroyed Products Log

Objective: This form is used to track and denote all products that are have been destroyed during the Wasting/Destruction Process.

Instructions: When a product has been destroyed during the Wasting/Destruction process, the Agent will record and document the products destroyed on the log below.

This document will be stored in the Inventory Control Binder.

Date/Time	Product Name	METRC #	Weight	Agent Name Agent Signature

CLOSURE OF ME

Following the closure of Canna Corner, all records will be kept for a minimum of two (2) years in a form and location acceptable to the CCC.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

CANNA CORNER RESTRICTING ACCESS TO AGE 21 OR OLDER

OBJECTIVE

Canna Corner is committed to remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

Canna Corner has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.

The following procedures provide clear and concise instructions for the Canna Corner Management team, Agents, contractors, vendors, and suppliers pertaining to proper procedures that will restrict access to all individuals under the age of 21 in accordance with CCC Regulations.

Canna Corner will only sell Marijuana and MIPs to customers that have appropriate documentation verifying they are above the age of 21.

RESPONSIBILITY

General Manager

The General Manager is accountable for:

Ensuring that all employees and registered Agents are 21 years of age or older in accordance with 935 CMR 500.029.

Maintaining and updating all Standard Operating Procedures (SOPs) for dispensing of Marijuana and MIPs. Ensuring that security measures are installed that identify all persons entering and dispersing of the premises.

Conducting Dispensing of Marijuana and MIPs training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).

Developing, distributing, and enacting Plans of Corrective Action when necessary.

PREVENTION OF SALES TO PURCHASERS UNDER THE AGE OF 21

Pursuant to 935 CMR 500.110(1)(a) Canna Corner will ensure that upon entry onto the Canna Corner Facility, a Canna Corner Security Agent will inspect and verify a guest’s proof of identification and determine that they are above the age of 21.

A single Security Agent will stand post at the facility entrance and admit customers to the Sales Floor after identification inspection has occurred, verifying they are over the age of 21.

If the identification shows that the guest is under the age of 21, then the Canna Corner Security Agents will kindly ask them to vacate the premises in accordance with 935 CMR 500.105(1)(o).



IDENTIFICATION COMPLIANCE CHECK

There will be a total of 2 Identification Compliance checks to prevent access and distribution of Marijuana Products to individuals under the age of 21.

The first Identification check will occur outside of the main entry point by the Canna Corner Security Agent. Agents will utilize a Portable ID scanner to help verify the Identifications, along with a physical inspection of identification.

The second identification check will occur as the customer approaches the sales register where they will purchase their product. The Sales Agent will scan the customer's ID into the Leaf Logix POS terminal as a secondary inspection of the ID.

CURBSIDE PICKUP COMPLIANCE CHECK

The Security Agent conducting Curbside Pickup operations for the shift will approach the vehicles parked in the designated "Curbside Pick Up" parking spots and confirm that they are here for Curb Side Pick Up.

The Security Agent will gather and inspect all identifications from all passengers located inside the vehicle. The Security Agent will perform a physical identification inspection and then scan each identification with the ID Scanner to confirm that everyone is above the age of 21.

If an individual is found to be under the age of 21, then the Security Agent will politely inform the customer that the transaction must be halted because it is against state regulations to conduct a Curbside Pick Up order with individuals under the age of 21 in the vehicle.

The Security Agent will politely ask the individuals to leave the premises and instruct them on compliant purchasing for future visits.

IF AN INDIVIDUAL UNDER THE AGE OF 21 IS FOUND IN THE DISPENSARY

If an individual under the age of 21 is found to be located in the dispensary, then:

The identifying Agent will stop all sales and request a halt to all Sales Floor operations.

The Store Manager and Security Agent will be notified.

The Security Agent will enter the building and politely inform the individual that access to this dispensary is limited to individuals over the age of 21.

The Security Agent will politely escort the individual from the facility and to their vehicle.

The Store Manager will submit a report to the CCC within 24 hours of the occurrence detailing the situation, the actions taken, and the results of the incident.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe
1.5	March 2021	Added in 21 Age requirement for Agents and Employees

MAINTENANCE OF FINANCIAL RECORDS PROCEDURES

OBJECTIVE

Canna Corner is committed to remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

Canna Corner has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.

The following procedures provide clear and concise instructions for the Canna Corner Management team, Agents, contractors, vendors, and suppliers pertaining to proper Maintenance of Financial Records in accordance with CCC Regulations documented in 935 CMR 500.101(3)(C)7. j.

RESPONSIBILITY

General Manager

It is the responsibility of the General Manager to:

Develop and maintain written records that are required in any section of 935 CMR 500.000.

Create, install, and train Agents on all Canna Corner Standard Operating Procedures (SOPs) as required by 935 CMR 500.105(8).

Maintain and update all SOPs specifically for the Maintenance of Financial Records.

Conducting Financial Record Keeping training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).

Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.

Communicate and supply Financial Records to the CCC when requested.

Develop, distribute, and enact Plans of Corrective Action when necessary.

Maintain Financial Record in accordance with Generally Accepted Accounting Principles (GAAP).

Communicate and collaborate with external Accountants and Tax Professionals to ensure proper accounting compliance.

Hire or engage a contracted bookkeeper with experience in business accounting to assist in the maintaining of these Financial Records.

Ensure that all Financial/Business Records will be available for inspection to the CCC upon request.

Chief Financial Officer (CFO)

The CFO is responsible for:

Monitoring, reviewing, and creating plans of action for all Canna Corner Financial Records and documents.

Conducting daily, weekly, and monthly audits of all Canna Corner Financial Records and documents.

Collaborating and verify all third (3rd) party financial reporting.

Making all financial records available to the CCC, Government Officials, and the City of North Adams upon request.

Developing Financial Reports for the Owner, General Manager, and Investors on a quarterly basis of the fiscal calendar.

CANNA CORNER GENERAL REQUIREMENTS FOR MAINTENANCE OF FINANCIAL RECORDS

Canna Corner will maintain all Financial/Business records in hard copy and electronic (computerized) form.

The Financial/Business Records will include but are not limited to:

- Assets and liabilities
- Monetary transactions

Books of accounts, which shall include:

- Journals
- Ledgers
- Supporting documents
- Agreements
- Checks
- Invoices
- Vouchers

Sales records including:

- The quantity
- Form
- Cost of marijuana products
- Salary and wages paid to each employee
- Stipend(s) paid to each board member
- Any executive compensation
- Bonus(es), benefits, or any item(s) of value paid to any individual affiliated with Canna Corner, including members of the nonprofit corporation, if any.

Canna Corner will enlist professional payroll services for all Canna Corner Employees.

Canna Corner will procure a Human Resources company to assist in Human Resources management and operations.

Canna Corner has created a banking relationship with GFA Federal Credit Union (Gardner, MA).

Canna Corner will use up to date financial software programs for all financial transactions.

Canna Corner does not plan to make cash transactions with other MEs.

All financial transactions with other MEs will be completed through traditional banking methods including:

- Checks
- Wire transfers
- Credit cards

On an annual basis, Canna Corner will engage the services of an Independent Certified Public Accountant (CPA) who is experienced with the Marijuana industry, to conduct a Financial Audit of all Canna Corner financial records and documents.

Canna Corner will hire and utilize the services of a Marijuana industry experienced tax professional for the filing of all required state and federal tax documents.

Comprehensive financial audits will be done at the end of every day by the CFO or designee.

At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly.

At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.

For the first year of operation the CFO will conduct a comprehensive audit of all the facility's financial records every 3 months and report their findings to the Owner, General Manager, and Investors.

CCC Access to Canna Corner Financial Records:

Canna Corner will supply electronic and hard copy (written) Financial Records to the CCC upon request pursuant to 935 CMR 500.105(9).

The Financial Records will be maintained in accordance with GAAP.

All written records required in any section of 935 CMR 500.000 are subject to inspection by the CCC.

Canna Corner prohibits the use of software or other methods to manipulate or alter sales data in accordance with 935 CMR 500.140(6).

Canna Corner will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data in accordance with 935 CMR 500.140(6).

If Canna Corner determines that software or other methods have been installed or utilized to manipulate or alter sales data, Canna Corner will immediately disclose the information to the CCC, cooperate in any investigation, and take such other actions as directed by the CCC in accordance with 935 CMR 500.140.

Canna Corner will comply with 830 CMR 62C .25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements as directed in 935 CMR 500.140(6).

Canna Corner will adopt separate accounting practices at the POS for marijuana and non-marijuana sales in accordance with 935 CMR 500.140(6).

Canna Corner will not be co-located with any additional MEs.

DOR ACCESS TO CANNA CORNER FINANCIAL RECORDS

All Canna Corner Financial Books, Records, Papers and other Financial Data will be made available to the DOR upon request.

Accounting records and information in electronic format will be provided in a searchable electronic format as requested by the DOR.

Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request.

Inventory system data, purchase reports, schedules or documentation that reconciles to other Financial Books and Records will be maintained and made available to the DOR upon request.

Purchases Journals and General Ledgers will be maintained and made available to the DOR upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws.

All Financial Records will be preserved until the statute of limitations for making additional assessments for the period of which the return was due has expired.

The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

In this event, all Financial Records will be preserved in accordance with the guidance provided by the DOR.

Canna Corner will comply with all records retention requirements outlined in the DOR Regulations including but not limited to 830 CMR 62C.25.1: Record Retention.

REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe



QUALIFICATIONS AND INTENDED TRAINING(S) FOR CANNA CORNER AGENTS

OBJECTIVE

Canna Corner is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

Canna Corner has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.

Canna Corner has partnered with ILCN Advising LLC to offer one (1) hour of training to all employees each week, totaling 52 hours of training annually.

The following procedures provide clear and concise instructions for the Qualifications and Training(s) for Canna Corner Management team, Agents, and employees in accordance with CCC Regulations documented in 935 CMR 500.101(3)(C)8.

RESPONSIBILITY

General Manager

The General Manager is accountable for:

Developing and installing a regular training schedule for all Canna Corner Agents and Employees.

Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.

Ensuring that all Canna Corner Agents and Employees receive training consistent with evolving industry standards and best practices.

Ensuring that the training process and curriculum are following all regulations and laws.

QUALIFICATIONS AND REQUIREMENTS FOR CANNA CORNER ME AGENTS

All Canna Corner board members, directors, employees, executives, managers, vendors, or volunteers will register with the CCC as an ME Agent.

All Canna Corner Agents must:

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Canna Corner has developed job descriptions for all positions within the organization.

While all Agents must meet the qualifications listed above, several organizational positions will require additional qualifications depending on the required duties.

All Agents and employees will receive job and duty specific training prior to performing job functions.

Canna Corner will ensure that all Agents and employees receive a minimum of eight (8) hours of ongoing training annually.

All current owners, managers, and employees shall complete the Responsible Vendor Training within 90 days of hire. Canna Corner will provide a means to register and attend this training session.

All Responsible Vendor Documentation will be retained for four (4) years in accordance with 935 CMR 500.105(2).

TRAINING DOCUMENTATION AND RECORD KEEPING

Pursuant to 935 CMR 500.105(9)(D)d. Canna Corner will ensure all employee training is properly documented and recorded. All trainings will be documented and stored in the employee personnel files. All documentation of employee trainings will be logged on Canna Corner Training Logs.

Training must be tailored to the specific role and responsibilities of the job function(s).

Canna Corner Training Logs must include:

Trainer Name & Title
Date & Time training was
conducted
Participation Attendance
Documentation
Scope of Training
Training Objectives
Methods of Training
Standard Operating Procedures
(SOPs)/Regulations Referenced

Supplemental Training
Materials
Exams/Tests/Quizzes for
training
Works Cited/References List
Sources for continued
education
Signed Acknowledgement of
Training Participation by
Employees
After Action Review (AAR)

EXAMPLE OF CANNA CORNER TRAINING LOGS

Canna Corner Training Log

Objective: The Canna Corner Training Log will be used to document all Canna Corner Employee Training.

Procedure: The trainer will document and complete the form below. This employee training log will be documented in the Canna Corner Training Binder. A copy of the training log and any exams, tests, quizzes, worksheets, or checks on learning specific to the individual who has partaken in the training will be included in each employee's personnel file.

The trainer will include a copy of the following documents with the Canna Corner Training Log:

1. Participation Attendance Documentation
2. Supplemental Training Materials
3. Exams, Tests, Quizzes, Worksheets, and additional checks on learning
4. Works Cited/References List
5. After Action Review of the Training

Trainer Name & Title	
Date & Time of Training	___/___/___ :___ AM/PM
Training Topic	
Scope of Training	
Training Objectives	
Methods of Training	
SOP's/Regulations Referenced	
Sources for Continued Education	

Canna Corner Training Logs will be maintained in each employee personnel file throughout their employment tenure with Canna Corner for and a period of two (2) years following (in)voluntary separation.

INTENDED CANNA CORNER TRAINING(S)

ONBOARDING TRAINING

All new Canna Corner employees will receive a minimum of nineteen (19) training hours before they can participate in organizational activities.

These trainings will be conducted during the employee's onboarding process. Canna Corner Onboarding Training will include but is not limited to:

Canna Corner Employee Handbook

Code of Conduct

CCC Regulations

Safety & Security

Emergency Procedures/Disaster Plan

Diversion of Marijuana

Diversity & Inclusion

Sexual Harassment

Canna Corner Standard Operating Procedures (SOPs)

Responsible Vendor Training

Alcohol, Smoke, and Drug-Free Workplace Policy

Equal Employment Policy

Diversity Policy

Anti-Harassment & Sexual Harassment Policy

Americans With Disability Act

CANNA CORNER CONTINUING EDUCATION TRAININGS

Canna Corner will offer a total of 52 hours of training annually. Canna Corner will dedicate a minimum of one (1) hour each week towards continuing education.

Canna Corner Employees will be required to attend a minimum of twelve (12) hours of continuing education training. Canna Corner Employees will not be capped or limited on the total number of trainings that they can participate in. Canna Corner encourages all employees to attend all trainings if possible.

Canna Corner will ensure that all employees are paid for training, if they are not scheduled to work when the training occurs.

All Canna Corner Continuing Education Trainings will be recorded and documented in the appropriate employee files throughout the duration of the employee's tenure with Canna Corner or a minimum of two (2) years following (in)voluntary separation.

Canna Corner Continuing Educational Trainings will include but are not limited to:

Role Specific SOP & Operational Training	Hierarchy of Customer Service Skills
History of Cannabis	Living Great Customer Service
Cannabis - The Plant	METRC Training
Cannabis - Terpenes & Cannabinoids	Inventory Controls
Cannabis - Effects on the Human Body	Pest Control & Prevention
Cannabis - Methods of Ingestion	Facility Sanitation
Cannabis - Cultivation & Processing	Prevention of Diversion
Marijuana Infused Products (MIPs) Manufacturing & Processing	Regulatory Compliance
Cannabis - Concentrates Manufacturing & Processing	Creating a Culture That Counts
Cannabis - Transportation & Transfer Industry Best Practices	Leadership Development
Cannabis - Nutrient Deficiencies	Hiring & Recruitment
Creating a Culture of Customer Service	Conducting Applicant Interviews
	Employee Performance Appraisals
	Canna Corner Team Building

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe

DIVERSITY PLAN

OBJECTIVE

Canna Corner cannot reach all organizational goals without building a high-performing and diverse workforce based on mutual acceptance, respect, and trust. This Diversity plan was developed in accordance with 935 CMR 500.101(1)(C)7. k. and Cannabis Control Commission *GUIDANCE ON REQUIRED POSITIVE IMPACT PLANS AND DIVERSITY PLANS* (REVISED 2/25/19).

Canna Corner will foster equal opportunity for all employees and promote principles of diversity management. This will be a diverse and inclusive company, dedicated to promoting a discrimination-free work environment and offering opportunities for all employees to maximize their diverse talents and experience in support of the company's mission.

Canna Corner will comply with the requirements of 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 the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state.

DIVERSITY GOAL OVERVIEW

Canna Corner is committed to achieving the following Diversity goals through this plan:

1. Create a diverse, balanced, and equitable workforce through recruitment and hiring efforts aimed at increasing employment participation from the following protected classes:
 - a) Minorities
 - b) Women
 - c) Veterans
 - d) People with disabilities
 - e) LGBTQ+
2. Providing employment *access and assistance* to the above listed protected classes of applicants.
3. Conducting *diversity and inclusion training* for all Canna Corner Employees to create a culture of acceptance, tolerance, and maximizing participation.

RECRUITMENT & HIRING

Canna Corner aims to create a workforce that is focused on maximizing the unique talents and skillsets from all prospective employees. Our Management staff is committed to ensuring a balanced work pool in which everyone knows they have a chance to succeed.

RECRUITMENT & HIRING GOAL

Canna Corner will seek to gain a workforce that is representative of our population's demographics while encouraging and promoting diversity and inclusion. By the end of the first year of operation, Canna Corner aims to have a workforce that is:

1. Between 40-50% Identifying as Female
2. 40-50% Identifying as a Minority

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3. 10% Identifying as a Veteran
4. 10% Identifying as People with Disabilities
5. 20 % Identifying as LGBTQ+
6. 10% Identifying as a Senior

RECRUITMENT AND HIRING GOALS PLAN OF ACTION

Canna Corner has and will continue to recruit and hire diverse employees to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ in the operation of our company.

Human Resources training will be conducted for all Hiring Managers that address unconscious bias and cultural sensitivity.

Canna Corner will collaborate with third (3rd) party Human Resources Professionals to maximize a diverse applicant pool.

The Canna Corner Diversity Hiring policy will be displayed on recruitment websites, all social media outlets, and through traditional hiring platforms.

We will engage communities, including Holyoke, West Springfield, and Springfield that have higher populations of people of color, with the goal of attracting and retaining an equitable and diverse workforce.

Canna Corner will advertise Employment Vacancies on a Quarterly Basis as a minimum but may increase the amount of Employment Vacancy advertising if staffing requires so.

Canna Corner will collaborate for recruitment and job placements for applicants from within:

1. MassHire Pittsfield Career Center
2. The Vet Center
3. Pittsfield Veterans Services

RECRUITMENT AND HIRING GOALS MEASUREMENT AND ACCOUNTABILITY

Canna Corner will produce a full report annually on:

- | | |
|---|-------------------------------|
| 1. All employment opportunity vacancies | 5. Employee training |
| 2. Attempts to hire, actual hires | 6. Employee pay rate/salaries |
| 3. Recruitment sources | 7. Employee benefits |
| 4. Employee address | 8. Career advancement |

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the City of North Adams. The report's compendium of information will also be used as evolving metrics for Canna Corner to determine the best practices to reach the stated employment goals.

The Canna Corner Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Canna Corner will make this report public to the City of North Adams.

PROVIDING EMPLOYMENT ACCESS AND ASSISTANCE

Canna Corner understands that one of the key elements towards the long-term success and viability of the organization depends upon fostering a pipeline for talented, skilled, and motivated professionals. To enhance this channel of new prospects, Canna Corner will seek to increase employment access and hiring assistance with prospective employees identifying in one or more of the following categories:

1. Minorities
2. Women

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3. Veterans
4. People with disabilities
5. LGBTQ+

EMPLOYMENT ACCESS & ASSISTANCE GOAL

Canna Corner intends to see a diverse array of applicants with a focus on increasing accessibility and assistance to the members identifying in the category groupings listed above. After the first operational year, **Canna Corner intends to have documented Employment Access and Assistance Services for more than 50 Applicants.**

EMPLOYMENT ACCESS & ASSISTANCE PLAN OF ACTION

Canna Corner will utilize the services of a Human Resources Professional to search, recruit, and develop relationships with potential employees from the classes stated above.

EMPLOYMENT ACCESS

When Canna Corner is hiring, all positions will be posted at the following locations:

1. MassHire Pittsfield Career Center
2. The Vet Center
3. Pittsfield Veterans Services

Canna Corner career vacancies will be posted at these locations for a period of not less than three (3) weeks prior to posting locally or through on-line job sites (Zip recruiter, Indeed, Monster, etc.).

EMPLOYMENT ASSISTANCE

The Canna Corner management team will allow space on site for future employees to complete applications, print resumes, and provide background training for individuals eager to enter the Massachusetts Marijuana Industry.

The Canna Corner Human Resources team will be dedicated to providing assistance when applicants are building their resumes or completing applications. The Human Resources Professionals will be experienced at finding the unique talents of applicants and helping to highlight those assets on resumes and internal hiring documents.

No prospective employee will be turned away from the Canna Corner facility due to a lack of computer, internet, or technology access. Canna Corner will seek to provide these sources within reason.

EMPLOYMENT ACCESS AND ASSISTANCE GOALS MEASUREMENT & ACCOUNTABILITY

Canna Corner understands that this plan of action must be assessed after implementation. Ongoing, comprehensive evaluations of the success of this plan will take place regularly to ensure that the goal is accomplished.

The total number of individuals whom participated in the Employment Access and Assistance program will be recorded to ensure that greater than 50 individuals have been served.

Canna Corner will produce a full report annually which outlines this policy, data collected, whether the goals have been met, and if any changes are required to the plan of action are required. This report will be made available to the CCC, the Commonwealth of Massachusetts, and the City of North Adams, and our affiliated recruitment and hiring partners.

The Canna Corner Leadership team will meet with the appropriate community leaders to discuss the report and discuss any necessary adjustments. This report, at a minimum will include:

1. The demographics of all employees;
2. Attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement;

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3. The dates and total number of recruitment postings that were displayed with our hiring/recruitment partners;
4. The number of applicants that have requested and used assistance from the Canna Corner Human Resources Professionals;
5. Rate of retention of all employees;
6. Conclusions and recommendations.

DIVERSITY & INCLUSION TRAINING

Canna Corner understands that to maximize each employees' unique talents, skill sets, and experience, all employees must feel valued, included, and respected. The organization seeks to raise awareness of the values and benefits that come with collaborating with employees of different cultures, races, genders, ethnicities, beliefs, experiences, and ideas.

Canna Corner will develop a company culture where concepts such as cultural competency, unconscious bias, civility, tolerance, and workplace sensitivity are placed at a premium. The Management Team will ensure that employees and prospective employees from underrepresented groups feel valued and have opportunities to advance into leadership roles.

DIVERSITY & INCLUSION TRAINING GOAL

Canna Corner intends to develop a training program based on Diversity & Inclusion. This program will be started during the first year of operation. The Management Team has a **goal of an Employee Participation Rate of 85% or greater.**

Each class will accommodate a minimum of 12 employees but will not exceed a total of 20 employees.

All employees will be required to attend a minimum of 8 Diversity & Inclusion Training Classes but are encouraged to attend all.

The Diversity & Inclusion Training Classes will start during day 2 of the initial training for Canna Corner's first hires.

DIVERSITY AND INCLUSION TRAINING PLAN OF ACTION

In order to foster an environment in which employees are valued, included, and respected, Canna Corner will dedicate quarterly training on Diversity and Inclusion. The Canna Corner Human Resources Professionals will develop this curriculum including the following topics:

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|-----------------------------|---------------------------------------|
| 1. Generational Diversity | 7. The Gender Pay Gap |
| 2. Cross-Cultural Awareness | 8. Gender Identities |
| 3. Unconscious Bias | 9. Harassment Policies |
| 4. Avoiding Stereotypes | 10. Disability Rights |
| 5. Ethics | 11. Diverse Representation |
| 6. Respect and Inclusion | 12. Reaping the Benefits of Diversity |

The Canna Corner Diversity and Inclusion Training will utilize the following methods to educate, train, and evaluate training comprehension and understanding:

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|--------------------------------|--------------------------------------|
| 1. Presentations | 5. Take Home Educational Readings |
| 2. Educational Classes | 6. Testing/Exams |
| 3. Handouts/Training Materials | 7. Role Plays |
| 4. Video and Multi-media | 8. Discussion of Real-World Examples |

DIVERSITY AND INCLUSION TRAINING MEASUREMENT & ACCOUNTABILITY

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Canna Corner will total the number of classes participated in by employees to assess a participation **level greater than 85%**.

Canna Corner will assess this plan of action during and after implementation. Canna Corner will produce a full report annually which outlines this policy, data collected, whether the goals have been met, and if any changes are to the plan of action are required.

This report will be made available to the CCC, the Commonwealth of Massachusetts, and the City of North Adams, and our affiliated recruitment and hiring partners.

The Canna Corner Leadership team will meet with the appropriate community leaders to discuss the report and discuss any necessary adjustments. This report, at a minimum will include:

1. The date, time, and scope of Diversity and Inclusion Trainings;
2. The employees who participated in the mandatory training and their training results;
3. A description of incidents in which actions occurred that are not in accordance with the Canna Corner Diversity and Inclusion policies;
4. Report of the Canna Corner work environment including feedback from all employees;
5. Opportunities to utilize real work environment examples from the Canna Corner operations for future training;
6. Conclusions and recommendations.

REVISION HISTORY

Version	Date	Comment
1.0	March 2021	Created by Casey Nothe