



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100159
Original Issued Date: 11/10/2022
Issued Date: 11/10/2022
Expiration Date: 11/10/2023

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: The Blue Jay Botanicals, Inc.

Phone Number: 805-798-1195 Email Address: tucker@boston.garden
Business Address 1: 946 Main Street Business Address 2:
Business City: Athol Business State: MA Business Zip Code: 01331
Mailing Address 1: PO Box 43 Mailing Address 2:
Mailing City: Middleboro Mailing State: MA Mailing Zip Code: 02346

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 20
25
Role: Executive / Officer Other Role: Chief Engagement Officer, President, and Director of The Blue Jay Botanicals, Inc., 49% Owner of Herban Legends of Boston, LLC, Manager of Nuestra, LLC
First Name: Renata Last Name: Caines Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 20
26
Role: Executive / Officer Other Role: Chief Executive Officer, Secretary, and Director of The Blue Jay Botanicals, Inc., 51% Owner of Herban Legends of Boston, LLC; Manager of

Nuestra, LLC

First Name: Ivelise

Last Name: Rivera

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership:

Percentage Of Control: 20

Role: Director

Other Role: Manager of Nuestra, LLC; Director of The Blue Jay Botanicals, Inc.

First Name: Shaquille

Last Name: Anderson

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of
Ownership: 49

Percentage Of Control: 20

Role: Executive /
Officer

Other Role: Chief Operating Officer and Director of The Blue Jay Botanicals, Inc.; Manager of Nuestra, LLC; Manager of Mikaz, LLC; Chief Executive Officer and Director of Commonwealth Farm 1761, Inc.

First Name: Jonathan

Last Name: Tucker

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:

Percentage Of Control: 20

Role: Director

Other Role: Treasurer and Director of The Blue Jay Botanicals, Inc.; Manager of Nuestra, LLC; Manager of Mikaz, LLC

First Name: Tara

Last Name: Tucker

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Nuestra, LLC

Entity DBA:

DBA

City:

Entity Description: Massachusetts Limited Liability Company

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Nuestra, LLC is the 100% owner and sole shareholder of The Blue Jay Botanicals, Inc. Tara Tucker, Jonathan Tucker, Ivelise Rivera, Renata Caines, and Shaquille Anderson are the managers, each with 20 percent control.

Entity with Direct or Indirect Authority 2

Percentage of Control: 60

Percentage of Ownership: 51

Entity Legal Name: Herban Legends of Boston, LLC

Entity DBA:

DBA
City:

Entity Description: Massachusetts Limited Liability Company

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Herban Legends of Boston, LLC ("Herban Legends") owns 51 percent of Nuestra, LLC ("Nuestra"). Pursuant to Nuestra's Operating Agreement, Herban Legends has the right to appoint three of five managers to make major decisions about Nuestra. Herban Legends has appointed Ivelise Rivera, Renata Caines, and Shaquille Anderson as Board Members. Herban Legends is owned by Ivelise Rivera (51%) and Renata Caines (49%), who are both Commission-certified Economic Empowerment Priority Applicants.

Entity with Direct or Indirect Authority 3

Percentage of Control: 40

Percentage of Ownership: 49

Entity Legal Name: Mikaz, LLC

Entity DBA:

DBA
City:

Entity Description: Massachusetts Limited Liability Company

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Mikaz, LLC owns 49 percent of Nuestra, LLC. Pursuant to Nuestra's Operating Agreement, Mikaz has the right to appoint two of five managers to make major decisions about Nuestra. Mikaz has appointed Jonathan Tucker and Tara Tucker as board members.

Entity with Direct or Indirect Authority 4

Percentage of Control: 40

Percentage of Ownership: 49

Entity Legal Name: Commonwealth Farm 1761, Inc.

Entity DBA:

DBA City:

Entity Description: Massachusetts Corporation

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Commonwealth Farm 1761, Inc. owns 100 percent of Mikaz, LLC.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Tara

Last Name: Tucker

Suffix:

Marijuana Establishment Name: Commonwealth Farm 1761, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Framingham

Marijuana Establishment State: MA

Individual 2

First Name: Tara

Last Name: Tucker

Suffix:

Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 3

First Name: Jonathan **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 4

First Name: Jonathan **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 5

First Name: Jonathan **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Nuestra, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Newton + Cambridge **Marijuana Establishment State:** MA

Individual 6

First Name: Jonathan **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: The Blue Jay Botanicals, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Athol **Marijuana Establishment State:** MA

Individual 7

First Name: Tara **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Nuestra, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Newton + Cambridge **Marijuana Establishment State:** MA

Individual 8

First Name: Tara **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: The Blue Jay Botanicals, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Athol **Marijuana Establishment State:** MA

Individual 9

First Name: Ivelise **Last Name:** Rivera **Suffix:**
Marijuana Establishment Name: Nuestra, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Cambridge + Newton **Marijuana Establishment State:** MA

Individual 10

First Name: Ivelise **Last Name:** Rivera **Suffix:**
Marijuana Establishment Name: The Blue Jay Botanicals, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Athol **Marijuana Establishment State:** MA

Individual 11

First Name: Renata **Last Name:** Caines **Suffix:**
Marijuana Establishment Name: Nuestra, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Cambridge + Newton **Marijuana Establishment State:** MA

Individual 12

First Name: Renata **Last Name:** Caines **Suffix:**

Marijuana Establishment Name: The Blue Jay Botanicals, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Athol Marijuana Establishment State: MA

Individual 13

First Name: Shaquille Last Name: Anderson Suffix:
Marijuana Establishment Name: Nuestra, LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Cambridge + Newton Marijuana Establishment State: MA

Individual 14

First Name: Shaquille Last Name: Anderson Suffix:
Marijuana Establishment Name: The Blue Jay Botanicals, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Athol Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 22 Chestnut Hill Avenue Establishment Address 2:
Establishment City: Athol Establishment Zip Code: 01331
Approximate square footage of the establishment: 2500 How many abutters does this property have?: 27
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	BJB - Plan to Remain Compliant with Local Zoning.pdf	pdf	61ce51f90183444639b600a3	12/30/2021
Community Outreach Meeting Documentation	Blue Jay Botanicals, Inc. - Athol Delivery Courier - Community Outreach Form[3].pdf	pdf	61fda1bfa828d708f0511d78	02/04/2022
Certification of Host Community Agreement	BJB HCA Cert Athol signed 1-3-22 (2).pdf	pdf	620c17cc879c73091c81b9d4	02/15/2022

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	Blue Jay_ADI Plan.pdf	pdf	61d60f5b922a104454b6dc07	01/05/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:
First Name: Renata Last Name: Caines Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role:

Date generated: 12/01/2022

First Name: Ivelise Last Name: Rivera Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Director Other Role:

First Name: Shaquille Last Name: Anderson Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Executive / Officer Other Role:

First Name: Jonathan Last Name: Tucker Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Director Other Role:

First Name: Tara Last Name: Tucker Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:

Entity Legal Name: Nuestra, LLC Entity DBA:

Entity Description: Massachusetts LLC

Phone: 617-821-5745 Email: ivelise.rivera@verizon.net

Primary Business Address 1: 198 TREMONT STREET, SUITE #228 Primary Business Address 2:

Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02116

Additional Information:

Entity Background Check Information 2

Role: Parent Company Other Role:

Entity Legal Name: Herban Legends of Boston, LLC Entity DBA:

Entity Description: Massachusetts LLC

Phone: 617-821-5745 Email: ivelise.rivera@verizon.net

Primary Business Address 1: 198 TREMONT STREET, SUITE #228 Primary Business Address 2:

Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02116

Additional Information:

Entity Background Check Information 3

Role: Parent Company Other Role:

Entity Legal Name: Mikaz, LLC Entity DBA:

Entity Description: Massachusetts LLC

Phone: 617-821-5745 Email: tucker@boston.garden

Primary Business Address 1: 600 Worcester Road, Suite 401 Primary Business Address 2:

Date generated: 12/01/2022

Primary Business City: Framingham Primary Business State: MA Principal Business Zip Code: 01702

Additional Information:

Entity Background Check Information 4

Role: Parent Company

Other Role:

Entity Legal Name: Commonwealth Farm 1761, Inc.

Entity DBA:

Entity Description: Massachusetts Corporation

Phone: 617-821-5745

Email: tucker@boston.garden

Primary Business Address 1: 600 Worcester Road, Suite 401

Primary Business Address 2:

Primary Business City: Framingham

Primary Business State: MA

Principal Business Zip Code:

01702

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	121621 Good standing.pdf	pdf	61bce566073d79445b0d3e1b	12/17/2021
Secretary of Commonwealth - Certificate of Good Standing	SOC Cert of Good Standing.pdf	pdf	61bce5c4bf093f460253ec18	12/17/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA 12.29.21.pdf	pdf	61ccb381d4f4b84609a5ac49	12/29/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	The Blue Jay Botanicals, Inc - Articles of Organization.pdf	pdf	61bb5e40151a044618ec4560	12/16/2021
Articles of Organization	BJB - 2021 Annual Report.pdf	pdf	61bb5eec151a044618ec456c	12/16/2021
Bylaws	BJB - Bylaws (Signed).pdf	pdf	620c1584d04772090d5a7ac2	02/15/2022

Massachusetts Business Identification Number: 001355130

Doing-Business-As Name: Boston Garden Dispensary

DBA Registration City: Athol

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Blue Jay - Business Plan.pdf	pdf	6151e38a3d1a3f6867ece5c6	09/27/2021
Plan for Liability Insurance	Liability Insurance.pdf	pdf	61abf2a984dbbb4a4339695d	12/04/2021
Proposed Timeline	BJB - Timeline - RFI 12.30.21.pdf	pdf	61ce553312daf9443938584b	12/30/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Date generated: 12/01/2022

Page: 7 of 9

Document Category	Document Name	Type	ID	Upload Date
Delivery procedures (pursuant to 935 CMR 500.145)	Delivery Plan.pdf	pdf	61abf2b38d7e1e4a6fd23b1c	12/04/2021
Dispensing procedures;inactive	Dispensing Plan.pdf	pdf	61abf2b7910f2b486f668b61	12/04/2021
Energy Compliance Plan	Energy Efficiency.pdf	pdf	61abf2bccdc40a2489b3556dc	12/04/2021
Maintenance of financial records	Financial Records.pdf	pdf	61abf2c787e0ce4a4adfb8dc	12/04/2021
Inventory procedures	Inventory Plan.pdf	pdf	61abf2cca9375e489094540c	12/04/2021
Personnel policies	Personnel Policies.pdf	pdf	61abf2d605ab9948a6cbe8c2	12/04/2021
Prevention of diversion	Preventing Diversion.pdf	pdf	61abf2d884dbbb4a43396961	12/04/2021
Qualifications and training	Qualifications and Training.pdf	pdf	61abf2dfd7449f4a5982530f	12/04/2021
Quality control and testing procedures	Quality Control and Testing.pdf	pdf	61abf2e5b73e084a6497be2e	12/04/2021
Record-keeping procedures	Recordkeeping.pdf	pdf	61abf2e930e626487677fe3b	12/04/2021
Security plan	Security Plan.pdf	pdf	61abf2f4910f2b486f668b65	12/04/2021
Storage of marijuana	Storage Plan.pdf	pdf	61abf2f9fb549e4a2257a11f	12/04/2021
Transportation of marijuana	Transportation Plan.pdf	pdf	61abf2fd44de514a2949d81b	12/04/2021
Diversity plan	Blue Jay_Diversity Plan.pdf	pdf	61d60f81d3dd284475be7a75	01/05/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 9:00 PM
Tuesday From: 10:00 AM	Tuesday To: 9:00 PM
Wednesday From: 10:00 AM	Wednesday To: 9:00 PM
Thursday From: 10:00 AM	Thursday To: 9:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 10:00 AM	Sunday To: 9:00 PM

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.:

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Plan to Remain Compliant with Local Zoning

The Blue Jay Botanicals, Inc. (“Blue Jay”) will remain compliant at all times with the local zoning requirements set forth in the Athol’s Zoning Bylaw. In accordance with Zoning Bylaw Section 3.29 Blue Jay’s proposed Marijuana Establishment (“ME”) is located in the General Commercial (“G”) Zoning District designated for such a use by Special Permit from the Board of Planning and Community Development (“BPCD”).

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in grades K through 12. Furthermore, pursuant to Athol Zoning Bylaw Section 3.29.3.1, the proposed property shall not be located within five hundred feet of a structure used as a preschool with outdoor play areas that is licensed with the Massachusetts Department of Early Education and Care or within two-hundred and fifty feet of the Alan E Rich Environmental Park, Fish Park, Lake Ellis Park, Lake Park, Millers River Park, Silver Lake Park, or Uptown Common.

Blue Jay has already been granted a special permit from the BPCD and will apply for any other local permits required to operate a at the proposed location. The special permit will lapse if not utilized within two years. It does not otherwise expire. Blue Jay will comply with all conditions and standards set forth in any local permit required to operate a ME at Blue Jay’s proposed location, including a Certificate of Occupancy.



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 12/22/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

Link to recording:

<https://us02web.zoom.us/rec/share/Rh0HMEvP1VAn-OTpqzfsiPUsehJ0qCkpsQvXTaO5Gb-rwEi5-peWn54EPogjY-iY.SVGeVfi58pIDAaum>

Passcode: GB@S*+73

Attendees: 0.



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication:

12/10/21

b. Name of publication:

Athol Daily News

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed:

12/1/21

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

a. Date notice(s) mailed:

12/2/21

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



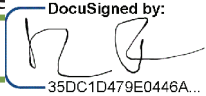
Name of applicant:

The Blue Jay Botanicals, Inc.

Name of applicant's authorized representative:

Jonathan Tucker

Signature of applicant's authorized representative:

 DocuSigned by:
35DC1D479E0446A...





CONTRIBUTED PHOTO/GLENDALE RIDGE VINEYARD

Cabernet Franc grapes ripen in warm summer sunlight at Glendale Ridge Vineyard in Southampton.

Winery

FROM B3

Underneath a layer of topsoil, several feet of sand and gravel drains water quite rapidly. This apparently suits their grapes well.

Amid this year's rain, sandy soils kept their vines from getting swamped. Meanwhile, during the drought of the summer of 2020, "I kept expecting to see the vines wilting, and it never really happened," Hamel shared. "My theory is that our soils are so dry, the vines were already rooted deep to find water."

The biggest challenge of growing wine grapes in New England is the cold. Any temperature close to 0 degrees Fahrenheit spells trouble for many varieties, Hamel said. In three of the last eight winters, their acre of Cabernet Franc vines has been badly damaged, the extreme cold literally nipping next year's crop in the just-forming buds.

But like many plants introduced from warmer climates, new hybrid varieties have been bred to handle the chill.

"We planted a Minnesota variety called Itasca," Hamel said, "a white grape that's cold-hardy to 30F." With those we don't have to worry."

As with most farming, caring for wine grapes is a seasonal cycle. With the October harvest behind them, "we'll start pruning in January," Hamel said. "It's about 80 hours of work per acre, and we basically remove 90% of the vine."

Come mid-May, the vines will bloom. "Then around June 1st we make another pass and break off excess buds or new growth that we think is too much," he said.

The vines grow fast, and they'll continue to prune and trellis them throughout the

summer. As the fruit matures, the last step is removing some of the leaves. This improves airflow to ward off diseases and exposes the grapes themselves to direct sunlight, which concentrates sugars. And sweet, healthy grapes are the basis of great wine.

The winery at Glendale Ridge Vineyard produces over a dozen kinds of reds, whites, roses and sweet dessert wines. Production winemaker Alex Bienvenue leads the charge here, guided by Juan Miceli-Martinez, a consultant with significant winemaking experience at well-known vineyards on Long Island.

Some Glendale Ridge vineyards can be found at Atkins Farms Country Market in Amherst, as well as at Provisions Wine locations in Hampshire County. But many customers come straight to the winery in Southampton — not just for the wine, but to enjoy the space they've created.

Public access and events have evolved drastically over the pandemic, Hamel said, but they've always tried to keep their doors open as safely would allow.

In the summer of 2020, they encouraged what Hamel refers to as tailgating in their ridgetop fields.

"We encouraged people to bring chairs, tables, picnic meals, that kind of thing," he said, "and we sold wine by the bottle to enjoy here."

With fields too flooded to drive on last summer, they instead put up a large tent and made picnic tables and porches available for seating. They also began offering much of the same service as in the tasting room — tastings (five 1-ounce samples) flights (three half-glasses), full glasses and bottles.

"Last summer we had free live music every Friday and Sunday evening, too," Hamel said. In the past the winery has also hosted ticketed concerts and hopes to do so again.

The winery's indoor tasting room, mostly closed since March 2020, just reopened

last month, offering wine by the flight, glass or bottle. Staff are fully vaccinated and they ask that guests are too, and masks are required.

"We do have propane heaters on the porch outside too," Hamel said. "So if people don't want to come inside, they can still have a glass of wine and be warm."

This time of year they also sell holiday gift boxes of their wine paired with other local products, including pantry items from Carr's Ciderhouse and Appalachian Natural or local cheeses.

What's the best part about running a vineyard and winery? "Most people come here

with a smile on their face," Hamel offered, "and it's our goal to make that smile a little bigger before they leave."

"We're offering something that wasn't here before. It's a place for people to go out and enjoy themselves, bring their own food and enjoy some wine. A lot of families come, and whether you're 2 years old or 90, everyone is welcome here."

"People tell us we've become a really important place for the community, and we have a lot of people saying thank you for that."

Jacob Nelson is communications coordinator for CISA



CONTRIBUTED PHOTO/TINA ZORZI
Ed and Mary Hamel, owners of Glendale Ridge Vineyard.

(Community Involved in Sustaining Agriculture). To learn about more local wineries or places to find locally made gifts or holiday experiences, visit blocal-food.org/find-it-locally.

LEGAL NOTICES

Legals

The Conservation Commission for the Town of Northfield will hold a Public Meeting on December 15th at 7:00pm at the Northfield Town Hall, located at 69 Main St., Northfield, MA 03060, to consider a Notice of Intent, MWPA GLC 131 section 40 for Lynne Ziegenhagen and Lindsay Lock of 53 Linden Ave. to rebuild an existing structure and create a single story addition on the property. The project takes place in the 100ft buffer of a stream on the north end of the property.
December 8
283546

Legals

**NOTICE OF HEARING
Town of Deerfield - Personnel Board
December 16, 2021**
Notice is hereby given that the Deerfield Personnel Board will hold a Public Hearing on December 16, 2021 at 6:00 pm on proposed changes to Town of Deerfield General Bylaws c.35, Personnel Articles III, Section 35-10, to see if the Town will vote to amend Article III, Classification-Compensation Plan to adopt a new FY2023 Classification-Compensation Plan. The text of which may be reviewed in the foyer of the Municipal Offices, 8 Conway Street, South Deerfield, or on the town's website under the calendar entry for this hearing. Meetings normally held at the Municipal Offices are being held remotely, with adequate, alternative means of public access and, where required, public participation provided, in accordance with the Governor's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, M.G.L. c.30A § 20. **Meeting will be held remotely on Zoom-see connection information below.**
Join Zoom Meeting
<https://zoom.us/j/916041580?pwd=NKRHV3g2SVYvcmJURnRlQXpXhU5UT09>
Meeting ID: 911 604 1580 Password: 570012
Dial In ((920) 205-8659 or ((301) 715-8592
Toll Free: (877) 853-5257
December 2, 8
275083

Legals

**The Commonwealth of Massachusetts
Town of Bernardston
Office of the Collector of Taxes
NOTICE OF TAX TAKING**
TO THE OWNERS OF THE HEREINAFTER DESCRIBED LAND AND TO ALL OTHERS CONCERNED YOU ARE HEREBY NOTIFIED that on December 23, 2021 at 10 o'clock a.m. at the Bernardston Town Hall, pursuant to the provisions of General Laws, Chapter 80, Section 53, and by virtue of the authority vested in me as Collector of Taxes, IT IS MY INTENTION TO TAKE FOR THE Town of Bernardston the following parcels of land for non-payment of the taxes due thereon, with interest and any incidental expenses and costs to the date of taking, unless the same shall have been paid before that date.
Mona A. Minor, Collector

LIST OF PARCELS TO BE TAKEN

Assessed Owner: UNKNOWN OWNER
Property Location: 0 FOX HILL RD Map/Lot/Parcel ID: 24-1-11
A parcel of land with any buildings thereon, containing approximately 14.87 acres more or less
2007 REAL ESTATE TAXES: \$15778
SUBSEQUENT TAXES 2018-2021: \$136317
Assessed Owner: OWNERS UNKNOWN
Property Location: 0 GILL TOWN LINE Map/Lot/Parcel ID: 5-2-10
A parcel of land with any buildings thereon, containing approximately 2.0 acres more or less
2007 REAL ESTATE TAXES: \$35.67
SUBSEQUENT TAXES 2018-2021: \$295.26
Assessed Owner: OWNER UNKNOWN
Property Location: 0 VERMONT STATE LINE Map/Lot/Parcel ID: 22-1-9
A parcel of land with any buildings thereon, containing approximately 18.0 acres more or less
2007 REAL ESTATE TAXES: \$59.38
SUBSEQUENT TAXES 2018-2021: \$86.16
Assessed Owner: OWNERS UNKNOWN
Property Location: 184 PURPLE MEADOW RD Map/Lot/Parcel ID: 18-1-2
A parcel of land with any buildings thereon, containing approximately 0.25 acres more or less
2007 REAL ESTATE TAXES: \$34.52
SUBSEQUENT TAXES 2018-2021: \$47.54
Assessed Owner: OWNERS UNKNOWN
Property Location: 0 WEST MT RD Map/Lot/Parcel ID: 11-2-20
A parcel of land with any buildings thereon, containing approximately 11.0 acres more or less
2007 REAL ESTATE TAXES: \$108.88
SUBSEQUENT TAXES 2018-2021: \$2581.84
Assessed Owner: OWNERS UNKNOWN
Property Location: 23 DEPOT ST Map/Lot/Parcel ID: 9A-1-81
A parcel of land with any buildings thereon, containing approximately 0.18 acres more or less
2007 REAL ESTATE TAXES: \$30.38
SUBSEQUENT TAXES 2018-2021: \$477.18
Assessed Owner: OWNERS UNKNOWN
Property Location: 0 GILL TOWN LINE Map/Lot/Parcel ID: 4-2-9
A parcel of land with any buildings thereon, containing approximately 0.8 acres more or less
2007 REAL ESTATE TAXES: \$30.38
SUBSEQUENT TAXES 2018-2021: \$473.84
Assessed Owner: OWNERS UNKNOWN
Property Location: 288 KEETS BROOK RD Map/Lot/Parcel ID: 43-1-1
A parcel of land with any buildings thereon, containing approximately 2.48 acres more or less
2007 REAL ESTATE TAXES: \$69.05
December 8
285223

Car to sell?
Classified Advertising gets the word out!

Legals

Notice of Community Outreach Meeting
Notice is hereby given that The Blue Jay Botanicals, Inc. DBA Boston Garden will hold a Virtual Community Outreach Meeting on **December 22, 2021 at 5:00 PM** to discuss the proposed operation of a Marijuana Courier at 840 Main Street in Athol, MA 01331. Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 93C CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing rebecca@vicentesederberg.com

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

Join Zoom Meeting: <https://us02web.zoom.us/j/84024825382>
Zoom Meeting Telephone Dial In: +1 301 715 8592; Meeting ID: 840 2482 5382
December 8
288955

Legals

**ADVERTISEMENT FOR BIDDERS
DEPARTMENT OF PUBLIC WORKS
189 Wells Street
Greenfield, MA 01301**

Sealed Proposals addressed to the Department of Public Works, 189 Wells Street, Greenfield, Massachusetts and endorsed "Proposal for Contract DPW 22-06, Sewer Main & Manhole Lining" will be accepted by the Department of Public Works in the DPW Administration Building adjacent to the DPW Yard. Bids will be accepted until 100 p.m. on December 30, 2021, at which time said bids will be publicly opened and read aloud in the Administration Building Meeting Room.

The work includes cured-in-place sewer lining (inversion method) of approximately 11528 linear feet of gravity sewer ranging in size from 20, 18, 15, 12, 10, 8, and 6-inch pipe at various locations; sewer manhole lining of approximately 144 vertical feet; sewer manhole chimney sealing and the following related work: cleaning root control, cutting protruding service connections, reconnecting lateral service connections, sealing and testing lateral service connections, connecting liner to existing manholes, and CCTV inspection.

The Engineer's opinion of probable cost is \$925,000.

Bidding Documents will be emailed upon request by contacting charlesrac@greenfield-ma.gov or by downloading them from the City's Procurement Department's webpage at <https://greenfield-ma.gov/p/6977/FY22-IFBPPFP-02FS>. Bidding Documents will be available starting December 8, 2021.

The Bid Security from the Contractor in the form of cash, certified check, treasurer's check, or cash placed upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the City of Greenfield, Massachusetts and shall be enclosed with the bid.

A 100% Performance Bond and 100% Payment Bond will be required of the successful bidder.

Attention is called to the following:

A. Bids for this project are subject to the provisions of the Massachusetts General Laws Chapter 30, Section 39M, as amended.

B. Wages are subject to Massachusetts minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27H inclusive.

C. The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 14, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

The responsible and eligible bidder offering the lowest price shall be awarded the project, subject to the availability of funding. The City of Greenfield reserves the right to reject any or all bids or to waive any informalities in the bidding.

The Contract/Bid/Proposal awarding authority is:
City of Greenfield
Department of Public Works
Greenfield, Massachusetts
December 8, 15
285252

Do you have a Legal Notice to publish?

Publishing a notice is easy! Email your notice to legals@recorder.com with your contact information and date of publication. With legal notices, sooner is always better. 72 hours ahead of publication is ideal, but the absolute last minute deadlines are:

Monday's paper Friday at 9am
Tuesday's paper Friday at 4pm
Wednesday's paper Monday at Noon
Thursday's paper Tuesday at Noon
Friday's paper Wednesday at Noon
Saturday's paper Thursday at Noon

Please note that with the exception of certain standard notices such as informal probate notices, name changes, conservator/guardian notices and citations on petitions of formal adjudication, all legal notices must be typed and sent to legals@recorder.com.

We do not have a typesetter and cannot accept hard copies of zoning hearings, ordinance, public meeting notices, requests for bids, etc. These must be sent in a Word doc or in the body of the email.

Please call **Suzanne** at **413-772-0261 x228** with any questions about placing legal notices in the Recorder.

WONDERWORD® By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

BROWNIES MAKE ME SMILE Solution: 9 letters

T	B	U	T	E	R	S	C	O	C	H	K	T
L	E	N	E	V	O	E	Y	D	E	C	U	A
E	I	E	R	I	C	H	D	C	N	Y	M	I
M	H	G	W	I	E	S	N	E	D	O	O	H
A	E	G	P	S	U	G	A	R	D	M	L	W
E	T	S	E	K	A	C	C	A	E	S	B	K
R	S	T	I	O	I	E	R	K	R	L	O	E
C	A	L	I	O	N	P	S	A	E	R	R	F
D	T	A	B	A	K	H	C	Y	V	E	U	R
E	U	S	G	C	M	E	A	A	T	T	U	O
P	N	R	I	A	S	L	N	T	X	I	R	L
P	O	H	L	E	M	I	A	I	T	F	T	L
I	C	L	E	O	L	B	M	U	R	C	E	S
H	O	H	N	L	Y	W	E	H	C	H	I	P
W	C	D	A	F	U	D	G	E	R	U	T	X

© 2021 Andrews McMeel Syndication www.wonderword.com 12/8
Almond, Aroma, Batter, Bite, Blond, Butterscotch, Cakes, Candy, Cheesecake, Chewy, Chickpea, Chips, Coconut, Crumb, Dense, Eggs, Flour, Frost, Fruit, Fudge, Layers, Marshmallow, Melt, Milk, Mint, Mixture, Moist, Oil, Organic, Oven, Rich, Rolls, Salt, Sauce, Soft, Spice, Sugar, Sweet, Taste, Texture, Toffee, Vanilla, Walnut, Whipped Cream, Whisk, Yolk
Yesterday's Answer: FastPass
Purchase the NEW Treasury 46 and 47 in time for the holidays! Order online at WonderWordBooks.com or call 1-800-642-6480. (Contains 75 puzzles.)

Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Blue Jay Botanicals, Inc. will hold a Virtual Community Outreach Meeting on **December 22, 2021** at 5:00 PM to discuss the proposed operation of a Marijuana Courier at 22 Chesnut Hill Avenue in Athol.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing rebecca@vicentesederberg.com

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Join Zoom Meeting: <https://us02web.zoom.us/j/84024825382>

Zoom Meeting Telephone Dial In: +1 301 715 8592; Meeting ID: 840 2482 5382

[GOVERNMENT](#) [LIVE](#) [PLAY](#) [WORK](#) [COVID-19 INFORMATION](#) [ELECTION INFORMATION](#)[VIEW](#)[CONTACT](#)[Home](#) >> [nburnham](#)

Contact Nancy Burnham, CMC/CMMC

Your name *

Your e-mail address *

Subject *

Message *

NOTICE OF COMMUNITY OUTREACH MEETING

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Join Zoom Meeting: <https://us02web.zoom.us/j/84024825382>

Zoom Meeting Telephone Dial In: +1 301 715 8592; Meeting ID: 840 2482 5382

Attachments

Files must be less than 2 MB.

Allowed file types: **txt doc pdf docx jpg gif png**.

Attachment #1

BJB - Athol Deli... of Meeting.pdf

Attachment #2

no file selected

Attachment #3

no file selected

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Join Zoom Meeting: <https://us02web.zoom.us/j/84024825382>

Zoom Meeting Telephone Dial In: +1 301 715 8592; Meeting ID: 840 2482 5382



300 foot Abutters List Report

Athol, MA

October 13, 2021

Subject Property:

Parcel Number: 031-137
CAMA Number: 031-137-000

Mailing Address:

Abutters:

Parcel Number: 031-119 Mailing Address
CAMA Number: 031-119-000
Property Address: CHESTNUT HILL AV

Parcel Number: 031-120 Mailing Address
CAMA Number: 031-120-001
Property Address: 134 CHESTNUT HILL AV #1 BLDG
#1

Parcel Number: 031-120 Mailing Address
CAMA Number: 031-120-002
Property Address: 134 CHESTNUT HILL AV #2 BLDG
#2

Parcel Number: 031-120 Mailing Address
CAMA Number: 031-120-003
Property Address: 134 CHESTNUT HILL AV #3 BLDG
#3

Parcel Number: 031-120 Mailing Address
CAMA Number: 031-120-004
Property Address: 134 CHESTNUT HILL AV #4 BLDG
#4

Parcel Number: 031-120 Mailing Address
CAMA Number: 031-120-005
Property Address: 134 CHESTNUT HILL AV #5 BLDG
#5

Parcel Number: 031-120 Mailing Address
CAMA Number: 031-120-006
Property Address: 134 CHESTNUT HILL AV #6 BLDG
#6

Parcel Number: 031-131 Mailing Address
CAMA Number: 031-131-000
Property Address: 74 CONCORD ST

Parcel Number: 031-132 Mailing Address
CAMA Number: 031-132-000
Property Address: 84 CONCORD ST

Parcel Number: 031-133 Mailing Address
CAMA Number: 031-133-000
Property Address: 98 CONCORD ST


www.cai-tech.com

10/13/2021

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 4



300 foot Abutters List Report

Athol, MA

October 13, 2021

Parcel Number: 031-134
CAMA Number: 031-134-000
Property Address: 835 MAIN ST

Mailing Address:

Parcel Number: 031-135
CAMA Number: 031-135-000
Property Address: 847 MAIN ST

Mailing Address:

Parcel Number: 031-138
CAMA Number: 031-138-000
Property Address: CHESTNUT HILL AV

Mailing Address:

Parcel Number: 031-139
CAMA Number: 031-139-000
Property Address: CHESTNUT HILL AV

Mailing Address:

Parcel Number: 031-140
CAMA Number: 031-140-000
Property Address: CHESTNUT HILL AV

Mailing Address:

Parcel Number: 031-141
CAMA Number: 031-141-000
Property Address: CHESTNUT HILL AV

Mailing Address:

Parcel Number: 031-142
CAMA Number: 031-142-000
Property Address: 998 MAIN ST

Mailing Address:

Parcel Number: 031-143
CAMA Number: 031-143-000
Property Address: MAIN ST

Mailing Address:

Parcel Number: 031-144
CAMA Number: 031-144-000
Property Address: MAIN ST

Mailing Address:

Parcel Number: 031-145
CAMA Number: 031-145-000
Property Address: 1030 MAIN ST

Mailing Address:

Parcel Number: 031-160
CAMA Number: 031-160-000
Property Address: 1037 MAIN ST

Mailing Address:

Parcel Number: 031-161
CAMA Number: 031-161-000
Property Address: 494 SCHOOL ST

Mailing Address:



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10/13/2021

Page 2 of 4



300 foot Abutters List Report

Athol, MA

October 13, 2021

Parcel Number: 031-162
 CAMA Number: 031-162-000
 Property Address: 442 SCHOOL ST

Mailing Address:

Parcel Number: 031-163
 CAMA Number: 031-163-000
 Property Address: MAIN ST

Mailing Address:

Parcel Number: 031-164
 CAMA Number: 031-164-000
 Property Address: 963 MAIN ST

Mailing Address:

Parcel Number: 031-165
 CAMA Number: 031-165-000
 Property Address: 955 MAIN ST

Mailing Address:

Parcel Number: 031-166
 CAMA Number: 031-166-000
 Property Address: 939 MAIN ST

Mailing Address:

Parcel Number: 031-167
 CAMA Number: 031-167-000
 Property Address: SCHOOL ST

Mailing Address:

Parcel Number: 031-168
 CAMA Number: 031-168-000
 Property Address: 378 SCHOOL ST

Mailing Address:

Parcel Number: 031-170
 CAMA Number: 031-170-000
 Property Address: SCHOOL ST

Mailing Address:

Parcel Number: 031-171
 CAMA Number: 031-171-000
 Property Address: 925 MAIN ST

Mailing Address:

Parcel Number: 031-172
 CAMA Number: 031-172-000
 Property Address: MAIN ST

Mailing Address:

Parcel Number: 031-173
 CAMA Number: 031-173-000
 Property Address: 28 RIVERBEND ST

Mailing Address:

Parcel Number: 031-174
 CAMA Number: 031-174-000
 Property Address: 40 RIVERBEND ST

Mailing Address:


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10/13/2021

Page 3 of 4



300 foot Abutters List Report

Athol, MA

October 13, 2021

Parcel Number: 031-175
 CAMA Number: 031-175-000
 Property Address: 56 RIVERBEND ST

Mailing Address:

Parcel Number: 031-176
 CAMA Number: 031-176-000
 Property Address: 57 RIVERBEND ST

Mailing Address:

Parcel Number: 031-177
 CAMA Number: 031-177-000
 Property Address: 35 RIVERBEND ST

Mailing Address:

Parcel Number: 031-178
 CAMA Number: 031-178-000
 Property Address: 39 UPLAND ST

Mailing Address:

Parcel Number: 031-298
 CAMA Number: 031-298-000
 Property Address: 861 MAIN ST

Mailing Address:

Parcel Number: 031-299
 CAMA Number: 031-299-000
 Property Address: 12 RIVERBEND ST

Mailing Address:


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Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

10/13/2021

Page 4 of 4

Thursday, December 30, 2021 at 19:19:57 Eastern Standard Time

Subject: Cloud Recording - Athol, MA - Community Outreach Meeting is now available

Date: Wednesday, December 22, 2021 at 5:23:45 PM Eastern Standard Time

From: Zoom

To: Rebecca Rutenberg

Hi Becca Rutenberg,

Your cloud recording is now available.

Topic: Athol, MA - Community Outreach Meeting

Date: Dec 22, 2021 04:46 PM Eastern Time (US and Canada)

Click here to view your recording (this link can be used only by the host):

https://us02web.zoom.us/recording/detail?meeting_id=kM9xFwofQ%2Bycl7PApoDVJA%3D%3D

Copy the link below to share this recording with viewers:

<https://us02web.zoom.us/rec/share/Rh0HMEvP1VAn-OTpqzfsiPUSEhJ0qCkpsQvXTaO5Gb-rwEi5-peWn54EPogjY-iY.SVGevfi58pIDAaum> Passcode: GB@S*+73

Thank you for choosing Zoom.

-The Zoom Team

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

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:

2. Name of applicant’s authorized representative:

3. Signature of applicant’s authorized representative:

DocuSigned by:

EEBF9AE1A53F44D...

4. Name of municipality:

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



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

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

8. Host community agreement execution date:



PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

The Blue Jay Botanicals, Inc.'s ("Blue Jay") majority owner is a Cannabis Control Commission certified Economic Empowerment Applicant. The company is committed to use its position as an industry leader to build sustainable pathways into the cannabis industry for individuals and communities that have been disproportionately harmed by cannabis prohibition.

Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Blue Jay's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Goals

- Hosting four (4) CORI sealing clinics annually to support Massachusetts residents who have past drug convictions.
- Hiring such that at least 5% of staff are Greenfield residents and at least 5% of staff are Massachusetts residents who have past drug convictions.

Programs

Hiring

Blue Jay will engage in earnest outreach efforts to past or present residents of the City of Greenfield (a Commission-identified area of disproportionate impact) and Massachusetts residents who have past drug convictions. Open positions will be advertised as they become available (but not less than annually) in the Greenfield Recorder and with publications meant to target individuals with past drug convictions, such as 70MillionJobs.com. Blue Jay's hiring initiatives will be completed in conformance with Ban the Box standards.

CORI Rights Series

Blue Jay will host four (4) CORI sealing clinics annually for Massachusetts residents who have past drug convictions. The clinics will assist individuals with retrieving copies of their CORI reports and administratively sealing the reports when eligible. Clinics will be publicized via social media in accordance with the requirements of 935 CMR 500.105(4). Each clinic will be able to accommodate no fewer than ten (10) individuals and may be held virtually.

Plan Administration + Measurement

The Chief Engagement Officer will administer the Plan to Positively Impact Areas of Disproportionate Impact (the "Plan"), relying on Blue Jay's legal representation to assist as required for more complex cases for the CORI Rights Series.

At the end of each year, Blue Jay will compile its reports tracking both the qualitative and quantitative measures that demonstrate the progress or success of the plan. Metrics will have an identified data source. Metrics that will be utilized include:

1. The number of CORI clinics held annually (at least 4);
2. Number of participants that attended the clinics;

3. Assessments from program attendees as to how helpful the clinics were;
4. An annual staffing analysis to determine the composition of our employees; and
5. Documentation of any job advertisements placed in the Greenfield Recorder or in any other relevant publications, including 70MillionJobs.com

Upon receipt of its first Provisional License, Blue Jay's executive management team will measure the impact of its programming on an annual basis and during the license renewal process.

Disclosures

- Blue Jay will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Blue Jay will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Special Filing Instructions

Articles of Organization

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

Identification Number: 001355130

ARTICLE I

The exact name of the corporation is:

THE BLUE JAY BOTANICALS, INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	200,000	\$200.00	200,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: CHUCK HARTWELL
No. and Street: 140 WEST MAIN STREET
City or Town: NEW SALEM State: MA Zip: 01355 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RAY THEK	140 WEST MAIN STREET NEW SALEM, MA 01355 USA
TREASURER	RAY THEK	140 WEST MAIN STREET NEW SALEM, MA 01355 USA
SECRETARY	RAY THEK	140 WEST MAIN STREET NEW SALEM, MA 01355 USA
DIRECTOR	RAY THEK	140 WEST MAIN STREET NEW SALEM, MA 01355 USA

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

December

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

CONSUMER GOODS RETAIL

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

No. and Street: 140 WEST MAIN STREET
City or Town: NEW SALEM State: MA Zip: 01355 Country: USA

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

No. and Street: 140 WEST MAIN STREET
City or Town: NEW SALEM State: MA Zip: 01355 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

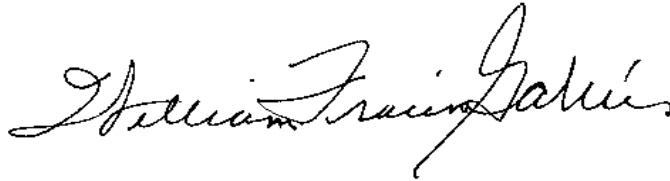
Signed this 15 Day of November, 2018 at 12:15:59 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

ALEX LAMPHIER, ESQ., ATTORNEY FOR THE BLUE JAY BOTANICALS, INC.

THE COMMONWEALTH OF MASSACHUSETTS

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

November 15, 2018 12:15 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$100.00

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

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 0013551301. Exact name of the corporation: THE BLUE JAY BOTANICALS, INC.2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: ARTHUR WHITE
No. and Street: 600 WORCESTER ROAD, SUITE 401
C/O BENJAMIN & WHITE, P.C.
City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 946 MAIN ST
City or Town: ATHOL State: MA Zip: 01331 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RENATA CAINES	198 TREMONT STREET, SUITE 228 BOSTON, MA 02116 USA
TREASURER	TARA TUCKER	600 WORCESTER ROAD, SUITE 401 C/O BENJAMIN & WHITE, P.C FRAMINGHAM, MA 01702 USA
SECRETARY	IVELISE RIVERA	198 TREMONT STREET, SUITE 228 BOSTON, MA 02216 USA
DIRECTOR	JONATHAN TUCKER	600 WORCESTER ROAD, SUITE 401 C/O BENJAMIN & WHITE, P.C FRAMINGHAM, MA 01702 USA
DIRECTOR	SHAQUILLE ANDERSON	198 TREMONT STREET, SUITE 228 BOSTON, MA 02216 USA
DIRECTOR	RENATA CAINES	198 TREMONT STREET, SUITE 228 BOSTON, MA 02116 USA
DIRECTOR	IVELISE RIVERA	198 TREMONT STREET, SUITE 228 BOSTON, MA 02216 USA
DIRECTOR	TARA TUCKER	600 WORCESTER ROAD, SUITE 401 C/O BENJAMIN & WHITE, P.C FRAMINGHAM, MA 01702 USA

7. Briefly describe the business of the corporation:

CONSUMER GOODS RETAIL

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	200,000	\$200.00	200,000

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2020

Signed by JONATHAN TUCKER, its OTHER OFFICER
on this 20 Day of July, 2021

BYLAWS OF THE BLUE JAY BOTANICALS, INC.

ARTICLE I GENERAL

Section 1.01 Name and Purposes. The name of the corporation is **THE BLUE JAY BOTANICALS, INC.** (the “Company”). The purpose of the Company shall be as set forth in the Company’s Articles of Organization as adopted and filed with the Office of the Secretary of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “Articles of Organization”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“Chapter 156D”).

Section 1.02 Articles of Organization. These Bylaws (these “Bylaws”), the powers of the Company and of the holders of the Company’s capital stock (each such holder a “Shareholder” and collectively, the “Shareholders”) and of the Company’s Board of Directors (the “Board”; each such member comprising the Board, a “Director”), and all matters concerning the conduct and regulation of the business of the Company, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board may adopt and alter the seal of the Company. The seal of the Company, if any, shall, subject to alteration by the Board, bear the Company’s name, the word “Massachusetts,” and the year of the Company’s incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Company shall commence on the first (1st) day of January and end on the following thirty-first (31st) day of December of each year, unless otherwise determined by the Board.

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

ARTICLE II SHAREHOLDERS

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

transmission by and to the Company or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of the Shareholders shall be held on such date and at such time as may be designated from time to time by the Board. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the Shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest, (ii) amend the Articles of Organization of the Company, (iii) approve a reorganization or merger involving the Company, (iv) elect to wind up and dissolve the Company, or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Meetings. Special meetings of the Shareholders, for any purpose whatsoever, may be called at any time by the Company's President, Board, or by Shareholders entitled to cast not less than ten percent (10%) of the Company's voting power. Any person entitled to call a special meeting of the Shareholders (other than the Board) may make a written request to the chairperson of the Board (if any), the Company's President, a Vice President of the Company (if any), or the Company's Secretary, specifying the general purpose of such meeting and the date, time, and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the Shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.10 of these Bylaws, are met.

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

In no event will an adjournment or postponement of an annual meeting of the Shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of the Shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A Shareholder or Shareholders who have made a written request for a special meeting pursuant to Section 2.03 may provide the information required for notice of a Shareholder proposal under this Section 2.04 simultaneously with the written request for the meeting submitted to the Secretary of the Company within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

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

- (a) the name(s) and address(es) of the Proposing Shareholder(s);
- (b) the classes and number of shares of capital stock of the Company held by the Proposing Shareholder; and
- (c) if the notice regards the nomination of a candidate for election as Director:
 - (i) the name, age, business, and residence address of the candidate;
 - (ii) the principal occupation or employment of the candidate; and
 - (iii) the class and number of shares of the Company beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

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

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

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to a Shareholder at such Shareholder's address as it appears on the share transfer records of the Company, with postage thereon prepaid. Notice may be given to the Shareholders by electronic transmission. Notice by electronic transmission is deemed given with the notice satisfies any of the following requirements:

- (a) transmitted to a facsimile number provided by a Shareholder for the purpose of receiving notice;
- (b) transmitted to an electronic mail address provided by a Shareholder for the purposes of receiving notice;
- (c) posted on an electronic network, with a separate notice sent to a Shareholder at the address provided by such Shareholder for the purpose of alerting such Shareholder of a posting; or
- (d) communicated to a Shareholder by any other form of electronic transmission consented to by such Shareholder.

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

Section 2.06 Fixing the Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of the Shareholders or any adjournment thereof, the record date shall be the date specified by the Board in the notice of the meeting. If no date is specified by the Board, the record date shall be the close of business on the day before the notice of the meeting is mailed to the Shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the Shareholders without a meeting, the record date shall be (a) the date fixed by the Board or (b) the date that the first Shareholder signs the written consent if not date has been fixed by the Board.

A record date fixed under this Section 2.06 may not be more than seventy (70) days before the meeting or action requiring a determination of the Shareholders. A determination of the Shareholders entitled to notice of or to vote at a meeting of the Shareholders is effective for any adjournment of the meeting unless the Board fixes a new record date.

Section 2.07 Quorum of and Action by the Shareholders. A quorum shall be present for action on any matter at a meeting of the Shareholders if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be vaunted together collectively on a matter at a meeting of the Shareholders.

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

- (a) a Shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting; or
- (b) the meeting is adjourned and a new record date is set for the adjourned meeting.

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

Section 2.08 Conduct of Meetings. The Board may adopt by resolution rules and regulations for the conduct of meetings of the Shareholders as the Board shall deem appropriate. At every meeting of the Shareholders, the President of the Company, or in his or her absence or inability to act, a Director or officer designated by the Board, shall serve as the presiding officer. The Secretary of the Company, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

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

Section 2.09 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each Shareholder entitled to vote is entitled to one (1) vote for each share of capital stock held by such Shareholder. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a Shareholder fails to specify the number of shares such Shareholder is voting affirmatively, it will be conclusively presumed that such Shareholder's approving vote is with respect to all shares such Shareholder is entitled to vote.

Section 2.10 Consent of Absentees. The transactions of any meeting of the Shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before of after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.11 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Company. A proxy is not valid after the expiration of eleven (11) months from the date of such proxy's execution, unless the person executing such proxy specifies therein the length of time for which such proxy is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Company, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Company before the vote by such proxy is counted. A proxy that states on its face that such proxy is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.12 Action by Shareholders Without a Meeting. Any action that, under any provision of Chapter 156D may be taken at a meeting of the Shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all Shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given, and within the time limits prescribed by law) of such action to all Shareholders entitled to vote who did not consent in writing to such action; *and provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all Shareholders entitled to vote, except that action taken by Shareholders

to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.13 Automatic Divestiture. If, during any time while the Company holds a local or state cannabis business license, any of the following occur to a Shareholder or to a member of an entity that is a Shareholder of the Company, all interests of such Shareholder (the “Affected Shareholder”) will automatically and immediately terminate, and the Affected Shareholder will cease to be a Shareholder of the Company:

(a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in a cannabis business; *provided, however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Company’s cannabis business license(s) based on such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder’s shares shall not be subject to divestiture under this Section 2.13.

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

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

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

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

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

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

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

Section 2.14 Redemption of Shares Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the automatic termination and divestiture of any Affected Shareholder pursuant to Section 2.13 above. Notwithstanding any provision of these Bylaws to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.13 above is due to a member, shareholder, manager, director, or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law, or the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director, or officer that caused any of the events enumerated in Section 2.13 above, pursuant to the terms of the Affected Shareholder’s governing documents.

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

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

(ii) If the Company and the Affected Shareholder cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two (2) valuations of the Affected Shareholder’s shares shall be averaged and used for calculating the Payoff Note (as such term is defined hereunder).

(iii) Once the value of the Affected Shareholder’s shares is determined in relation to the Company’s fair market value, the Company shall deliver a note (the “Payoff Note”) to the Affected Shareholder for fifty percent (50%) of the fair market value of the Affected Shareholder’s shares. The Payoff Note may be

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

ARTICLE III DIRECTORS

Section 3.01 Powers; Number; Qualification. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board, except such powers expressly conferred upon or reserved to the Shareholders, and subject to any limitations set forth by law, the Articles of Organization, or these Bylaws. The authorized number of Directors of the Company shall be not less than one (1) and not more than nine (9) until changed by an amendment to these Bylaws duly adopted in accordance with the provisions hereof; *provided, however*, that, subject to the foregoing prescribed limits, the number of Directors which shall constitute the entire Board shall be determined solely in the discretion of the Board; *and provided, further*, that no decrease in the number of Directors shall shorten the term of any incumbent Director. Directors shall be subject to the requirements and qualifications sets forth in the Articles of Organization and Chapter 156D, and shall not otherwise be required to be Shareholders.

Section 3.02 Term of Office. Directors shall hold office until the next annual meeting of the Shareholders and until their respective successors are elected and qualified, or until their earlier respective death, resignation, disqualification, or removal.

Section 3.03 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board, from the death, resignation, disqualification, or removal of a Director, or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.04 Removal. The Board may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership or participation in a cannabis business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

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

Section 3.05 Resignation. A Director may resign effective on giving written notice to the President of the Company, unless the notice specifies a later effective date.

Section 3.06 Meetings of Directors.

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

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

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

Section 3.07 Electronic Participation. Directors may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Company. Participation in a meeting of the Board by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Company (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Company implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.08 Quorum of and Action by the Board. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act

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

Section 3.09 Compensation. Directors may receive compensation for their services and the Board may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board or committee thereof. A Director shall not be precluded from serving the Company in any other capacity and receiving compensation for services in such capacity. The Board may, from time-to-time, establish compensation policies of the Company consistent with this Section 3.09.

Section 3.10 Action by the Board Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors then in office, or all of the committee members then appointed, is filed with the Secretary of the Company to be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board.

Section 3.11 Committees of the Board. The Board, by resolution adopted by a majority of the authorized number of Directors comprising the Board, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee and as permitted by law. The Board may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board and its members as appropriate.

A committee of the Board shall not have the authority to:

- (a) approve actions that require approval of the Shareholders or the outstanding shares;
- (b) fill vacancies on the Board or in any committee thereof;
- (c) amend or repeal bylaws or adopt new bylaws;
- (d) amend or repeal any resolution of the Board that by its terms is not so amendable or repealable; or

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

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

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

ARTICLE IV OFFICERS

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

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

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board may be removed with or without cause by the affirmative vote of the majority of the Board. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

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

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

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01 Indemnification of Officers or Directors. The Company shall, to the extent permitted under Chapter 156D, indemnify all persons who have served or may serve at any

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

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure.

The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Company, or under any statute, provision of the Articles of Organization, or any action taken by the Board or the Shareholders.

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

**ARTICLE VI
SHARE CERTIFICATES AND TRANSFER**

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

Section 6.02 Transfer of Shares. Transfer of shares of the Company shall be made only on the books of the Company by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such Shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Company or transfer agent of the Company. Except as otherwise provided by law, upon surrender to the Company or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to Transfer, it shall be the duty of the Company to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation, or similar disposition of, any shares

owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

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

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board may issue a new share certificate in place of any certificate the Board previously issued that the Shareholder alleges to have been lost, stolen, or destroyed; *provided*, that that Shareholder or Shareholder's legal representative of the lost, stolen, or destroyed certificate shall give the Company a bond or other adequate security sufficient to indemnify the Company against any potential claim against the Company because of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII CORPORATE RECORDS AND INSPECTION

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

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

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

ARTICLE VIII MISCELLANEOUS

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

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

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

Section 8.04 Emergency Management of the Company. In anticipation of or during an emergency, as defined in Chapter 156D § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Company, shall modify procedures, including but not limited to, calling a meeting of the Board, quorum requirements for such meeting of the Board, and designation of additional or substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

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

- (a) modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the emergency;
- (b) relocate the principal office or designate alternative principal offices or regional offices;
- (c) give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a meeting of the Board cannot be given in a manner prescribed by these Bylaws; and
- (d) deem that one (1) or more officers present at a meeting of the Board is a Director as necessary to achieve a quorum for such meeting of the Board.

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

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

ARTICLE IX AMENDMENT OF BYLAWS

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

Section 9.02 Amendment by Directors. Subject to the rights of Shareholders as provided in Section 9.01, and the statutory limitations of Chapter 156D, the Board may adopt, amend, or repeal these Bylaws.

DocuSigned by:

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Ivelise Rivera

CEO

12/30/2021

THE BLUE JAY BOTANICALS, INC.

BUSINESS PLAN

June 22, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

The Blue Jay Botanicals, Inc. (“Blue Jay”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

License Types

Blue Jay is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Retailer in Athol, Massachusetts
- Marijuana Courier in Athol, Massachusetts

What Drives Us

Blue Jay’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Blue Jay’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

Ivelise Rivera, Chief Executive Officer.

Community engagement, project management, public health, government



Ms. Rivera is a passionate community leader with over 18 years of experience leading mission-based organizations that play active roles in improving the lives of residents in the Greater Boston area. Since 2006, Ms. Rivera has served as the Board Chair of the Madison Park Development Corporation (MPDC). MPDC develops affordable and high quality housing for low and moderate-income families in and around the Roxbury neighborhood, currently housing over 3,000 residents. MDPC provides comprehensive programming to residents to help them mobilize, empower themselves, and address quality-of-

life issues in the Dudley Square area, including public safety, health equity, and youth development.

Ms. Rivera has also served as a Board Member of the Dudley Street Neighborhood Initiative (DSNI) since 2012. DSNI seeks to empower Dudley Square residents through developing youth leadership programs, promoting development without displacement, and empowering

neighborhood and resident development. Ms. Rivera is the Softball Commissioner of the Red Sox Foundation RBI program.

Ms. Rivera has been a City of Boston employee for 19 years, where she is an IT Business Analyst and Associate Director of the Boston Centers for Youth and Families. She earned her undergraduate degree from Northeastern University and a master's degree from Boston University.

Jonathan Tucker, Chief Operating Officer.

Retail operations, cannabis industry, start up business development

Mr. Tucker, a proud son of Massachusetts, has built an extensive resume in television and major motion pictures in Los Angeles, as well as investing in and founding successful business ventures. Mr. Tucker is founder of The Pegasus Fund, a non-profit organization that supplements the academic journey of top-performing students in underserved communities by sending them to summer camp to instill confidence to help them be successful at home and in school. He serves as the Advising Partner of Halogen Ventures, an early-stage venture capital fund that invests in consumer technology companies led by co-ed teams.



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Mr. Tucker has demonstrated experience conceptualizing, designing, and implementing retail concepts. He is the Advising Partner of Alu Collective, a prospering company that builds and manages experiences as part of the hospitality industry. His portfolio includes Lupetti Pizzeria, In Sheep's Clothing, Lion Audio, and non-name branded lounge concept located at 432 N. Fairfax, all highly-acclaimed, high-concept venues. He is also the Advising Partner of 838 Divisadero Restaurant, the restaurant management company responsible for creating Che Fico, named one of America's Best New Restaurants 2018 by Bon Appétit magazine. Locally, Mr. Tucker has served as the CEO and Founder of Commonwealth Farm 1761, Inc., a marijuana cultivation and product manufacturing company currently pending provisional licensure from the Cannabis Control Commission.

Mr. Tucker has served as the principal in television shows and cinematic hits including Matt Damon and Ben Affleck's Showtime series City on a Hill, Westworld, Charlie's Angels, American Gods, Kingdom, Two If By Sea, Sleepers, The Virgin Suicides, The Texas Chainsaw Massacre, Criminal Hostage, The Ruins, In the Valley of Elah, The Next Three Days, Parenthood, Royal Pains, David E. Kelley's The Practice, Perception, Criminal Minds, CSI, White Collar, Law & Order: SVU, Law & Order: Criminal Intent, and Six Feet Under.



Renata Caines, Chief Engagement Officer.

Community engagement, training

Chief Engagement Officer Renata Caines will serve as the chief point of contact for all engagement with the broader community and will conduct specific community engagement training sessions for all registered agents at the facility. Ms. Caines has a demonstrated background at the intersection of community and training, having served as the Learning and Development Manager of City Year Boston since 2017. City Year Boston deploys 289 highly skilled AmeriCorps members to serve in 29 elementary, middle, K-8, and high schools, positively impacting nearly 12,000 students across Boston Public Schools.

She previously served as an Americorps Massachusetts Promise Fellow at Crossroads for Kids, a program designed to teach leadership skills to underprivileged youth and prepare them to enter adulthood. Crossroads for Kids inspires youth to unlock their innate potential to become members of the next generation of young leaders in Boston and Massachusetts, breaking the cycle of poverty and underachievement. Ms. Caines is a graduate of Lesley University and Northeastern University.



Shaquille Anderson, Manager.

Finance, marketing, human resources.

Mr. Anderson currently serves as a Senior Financial Analyst at J.P. Morgan Chase & Co, where he serves as an OSD contact for over 150 clients in the North American region with the Pension/401K team and as a Social Media Coordinator for Yelp in Boston, where he leads strategy as to content creation for social media via Instagram, Twitter, and Facebook platforms.

Mr. Anderson is a contributing writer to Blavity, an American Internet media company created by and for Black millennials. He has obtained Inbound Marketing Certifications from HubSpot Academy and Google Analytics Individual Qualifications. He is a graduate of Bucknell University.

Tara Ahamed Tucker, Manager.

Project management, communications, media.

Ms. Tucker is an established executive in the film industry, where she has led the development, financing, and production of major motion pictures and television shows across a variety of genres. She currently serves as the Senior Vice President of Television of 42, one of the nation's leading management and production companies for film, television, and content.



Ms. Tucker's previous professional experience includes tenures at Benaroya Pictures, Identity Films, Jerry Bruckheimer Films, Creative Artists Agency, and the Clinton Global Initiative Annual Conference. She has served as a Crisis and Suicide Prevention Hotline Counselor at the Trevor Project since 2019.

COMPANY DESCRIPTION

Structure

Blue Jay is a Massachusetts domestic for-profit corporation that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Blue Jay will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Blue Jay will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of finished, stored marijuana; conduct a comprehensive annual

inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Blue Jay will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Blue Jay will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Blue Jay will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Blue Jay will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Blue Jay will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

Prior to commencing operations, Blue Jay will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Blue Jay. If Blue Jay is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for*

Marijuana Establishments unless Blue Jay has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Blue Jay and Blue Jay agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

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

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

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

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

On-site consumption of marijuana by Blue Jay's employees and visitors will be prohibited.

Benefits to Host Communities

Blue Jay looks forward to working cooperatively with its host communities to ensure that Blue Jay operates as a responsible, contributing member of those host communities. Blue Jay has established a mutually beneficial relationship with its host communities in exchange for permitting Blue Jay to site and operate.

Blue Jay's host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs:** A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits:** A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product:** Blue Jay will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are

tested for cannabinoid content and contaminants.

4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Blue Jay's security systems and processes.
5. Responsibility: Blue Jay is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Blue Jay's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Blue Jay will only sell marijuana and marijuana products to customers ages 21 years and older.

Competitive Advantage

Blue Jay possesses several strengths that separate Blue Jay from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

Blue Jay is a Massachusetts domestic for-profit corporation. Blue Jay will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Blue Jay will apply for all state and local permits and approvals required to build out and operate the facility.

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

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Blue Jay will offer a wide range of products that will allow Blue Jay to serve customers with a wide variety of needs.

Products Blue Jay intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers

- 10. Ingestion Capsules
- 11. Infused Food and Beverages

Pricing Structure

Blue Jay's pricing structure will vary based on market conditions. Blue Jay plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Blue Jay's plan to grow the company includes:

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

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

Communication

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

All marketing, advertising, and branding produced by or on behalf of Blue Jay will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

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

Blue Jay will communicate with customers through:

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

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

Sales

Blue Jay will sell its products and services by engaging customers with knowledgeable personnel.

Blue Jay will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

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

Logo

Blue Jay has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

FINAL REMARKS

Blue Jay has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Blue Jay hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment.

Blue Jay's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Blue Jay is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Blue Jay looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR OBTAINING LIABILITY INSURANCE

The Blue Jay Botanicals, Inc. (“Boston Garden”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Boston Garden will consider additional coverage based on availability and cost-benefit analysis.

Vehicles used for delivery by Boston Garden will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

If adequate coverage is unavailable at a reasonable rate, Boston Garden will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Boston Garden will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

MAINTAINING OF FINANCIAL RECORDS

The Blue Jay Botanicals, Inc. (“Boston Garden”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Boston Garden will deliver marijuana and marijuana products directly to consumers from a Marijuana retailer or MTC with whom Boston Garden has a Delivery Agreement. All agreements between Boston Garden and a marijuana retailer will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). Boston Garden will notify the Commission of any substantial modifications to the delivery agreement. Financial records maintenance measures include policies and procedures requiring that:

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

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Boston Garden will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

The Blue Jay Botanicals, Inc. (“Boston Garden”) will securely maintain personnel records, including registration status and background check records. Boston Garden will keep, at a minimum, the following personnel records:

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

AGENT PERSONNEL RECORDS

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

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

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

AGENT BACKGROUND CHECKS

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

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Boston Garden will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Boston Garden will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

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

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

PERSONNEL POLICIES AND TRAINING

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

Boston Garden will have a policy for the immediate dismissal of any dispensary agent who has:

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

Firearms are strictly prohibited from Boston Garden vehicles and from Boston Garden agents performing home deliveries.

All individuals delivering Marijuana and Marijuana Products for Boston Garden directly to Consumers will be employees of Boston Garden and will hold a valid Boston Garden agent registration.

RECORDKEEPING

The Blue Jay Botanicals, Inc. (“Boston Garden”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Boston Garden documents. Records will be stored at Boston Garden in a locked room designated for record retention.

To ensure that Boston Garden is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Boston Garden’s quarter-end closing procedures. In addition, Boston Garden’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Boston Garden will maintain its records in accordance with generally accepted accounting principles.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Contracts
- Delivery Agreements
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Boston Garden.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Boston Garden and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Boston Garden will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).
- Seed-to-Sale Tracking Records
 - Boston Garden will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Boston Garden will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and

confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Boston Garden for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Boston Garden's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are to be disposed of, Boston Garden will create and maintain a record of any marijuana or marijuana products returned to a Retailer for waste disposal. Boston Garden will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Boston Garden is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Boston Garden will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Boston Garden's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Boston Garden shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

- Closure
 - In the event Boston Garden closes, all records will be kept for at least two (2) years at Boston Garden's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Boston Garden will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures
Policies and Procedures related to Boston Garden's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will be maintained as required by 935 CMR 500.105(1).
- License Renewal Records
 - Boston Garden shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

MANIFESTS

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with the original manifest remaining with the originating marijuana retailer, and a copy to be kept with Boston Garden. The manifest will be signed by the consumer receiving the Products and the marijuana establishment agent acting on behalf of Boston Garden. A signed manifest will serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

1. The originating marijuana retailer name, address, and License number;
2. The name and License number of Boston Garden;
3. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
4. The consumer's name and address;
5. A description of the Products being transported, including the weight and form or type of product;
6. Signature lines for the agents who transported the Products;
7. A signature line for consumer who receives the Products; and
8. The Boston Garden vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, Boston Garden agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

Boston Garden will ensure that all orders for delivery will comply with the regulations pursuant to 935 CMR 500.145(2).

THIRD-PARTY PLATFORMS

Boston Garden may use a third-party technology platform to facilitate the ordering of marijuana and marijuana products. This provider will comply with all privacy and consumer protection standards. Any agreement between Boston Garden and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). Boston Garden will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

DELIVERY AGREEMENTS

Boston Garden may deliver Marijuana or Marijuana Products directly to Consumers from a Marijuana Retailer or MTC with which the Delivery-only Licensee has a Delivery Agreement. A Marijuana Retailer that has entered into Delivery Agreements with Boston Garden for the purpose of transacting home deliveries to Consumers shall establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment. Boston Garden will only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Retailer with which Boston Garden has a Delivery Agreement. All agreements between Boston Garden will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

RECORD-RETENTION

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

DIVERSITY PLAN

The Blue Jay Botanicals, Inc. (“Blue Jay”) believes in creating and sustaining a robust policy of inclusivity and diversity. Blue Jay recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Blue Jay is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, Blue Jay has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Blue Jay’s operations.

Goal

- Hiring such that 50% of employees are women; 20% of employees are minorities; 5% of employees are veterans; 5% of employees are people with disabilities; and 5% of employees are people who identify as LGBTQ+.
- Hosting or participating in at least one (1) job fair annually that is directed towards diverse individuals.

Diversity Recruitment and Sourcing

Blue Jay's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Advertising employment opportunities and career fairs in diverse publications or other mediums, which may include DiversityJobs.com and HirePurpose.com. At least one (1) advertisement will occur whenever a job becomes available (but not less than annually);
- Encouraging employees from diverse groups to refer applicants for employment whenever a job opening becomes available (but not less than annually);
- Participating in career day programs by sending at least (2) Blue Jay's employees to career day programs annually and encouraging Blue Jay's diverse employees to participate whenever possible; and
- Blue Jay will host or participate in at least one (1) job fair annually, which will be advertised in diverse publications or other mediums, such as DiversityJobs.com.

Measuring Progress

Upon receipt of the Blue Jay’s first Provisional License, the Director of Human Resources at Blue Jay will be responsible for auditing the Diversity Plan at least annually prior to license renewal. The audit report setting forth the Company’s performance in fulfilling the goals of the Plan will contain:

- Whether at least 50% of employees are women; 20% of employees are minorities; 5% of employees are veterans; 5% of employees are people with disabilities; and 5% of employees are people who identify as LGBTQ+.
- A comprehensive description of all efforts made by Blue Jay to monitor and enforce the

Diversity Plan;

- Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of promotions of people falling into the above-listed demographics since initial licensure;
- Number of positions created since initial licensure;
- Documentation of all job fairs hosted or participated in, including any relevant advertisements placed.

Acknowledgements

- Blue Jay will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Blue Jay will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.