



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281782
Original Issued Date: 07/16/2021
Issued Date: 07/16/2021
Expiration Date: 07/16/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Toy Town Project, LLC

Phone Number: 603-899-5001
Email Address: mark@weddingsathiddenhills.com

Business Address 1: 463 Maple St.

Business Address 2:

Business City: Winchendon Business State: MA

Business Zip Code: 01475

Mailing Address 1: PO Box 349

Mailing Address 2:

Mailing City: Rindge Mailing State: NH

Mailing Zip Code: 03461

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business, Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status: Applied for Certificate of Registration, decision by DPH is pending

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below: We are not a register marijuana dispensary yet.

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 30

Percentage Of Control: 30

Role: Owner / Partner

Other Role:

First Name: Mark

Last Name: Hagemeyer Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 70

Percentage Of Control: 70

Role: Owner / Partner

Other Role:

First Name: Melisa

Last Name: Hagemeyer Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Mark

Last Name:

Suffix:

Hagemeyer

Types of Capital: Monetary/Equity,
Buildings

Other Type of Capital:

Total Value of the Capital Provided:
\$67478.22

Percentage of Initial Capital:
30

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Melissa

Last Name:

Suffix:

Hagemeyer

Types of Capital: Monetary/
Equity

Other Type of Capital:

Total Value of the Capital Provided:
\$700000

Percentage of Initial Capital:
70

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 463 Maple St

Establishment Address 2:

Establishment City: Winchendon

Establishment Zip Code: 01475

Approximate square footage of the establishment: 2500

How many abutters does this property have?: 21

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host part 2.pdf	pdf	603017f44ec46c07be83b61f	02/19/2021
Certification of Host Community Agreement	HCA Cert. Form - Toy Town Project, LLC.pdf	pdf	6037aaf47fa14107d4032b00	02/25/2021
Plan to Remain Compliant with Local Zoning	Abutters Attch C.pdf	pdf	6054e20dc94e7f0783731dce	03/19/2021
Plan to Remain Compliant with Local Zoning	Abutters Attch C2.pdf	pdf	6054e2195100e00770daed92	03/19/2021
Plan to Remain Compliant with Local Zoning	Zoning .pdf	pdf	6070840403415644ba106306	04/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact.pdf	pdf	605b64f089d65207913aa911	03/24/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:

First Name: Mark Last Name: Hagemeyer Suffix:

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Melissa Last Name: Hagemeyer Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	LLC Initial Certificate of Standing.pdf	pdf	5b7d825dda72283955c60ae5	08/22/2018

Articles of Organization	Multi-Member LLC -- Toy Town Project LLC.pdf	pdf	5b7d88135a6f093923e4fd5c	08/22/2018
Bylaws	12-21-20 - MA - Ongoing Filing - Toy Town Project LLC (3).pdf	pdf	5ff8bae860fc2607ca6ae332	01/08/2021
Bylaws	12-21-20 - MA - Ongoing Filing - Toy Town Project LLC (4).pdf	pdf	5ff8baea9597d30802d2d073	01/08/2021
Secretary of Commonwealth - Certificate of Good Standing	1-8-21 - MA - Initial Filing - Toy Town Project LLC.pdf	pdf	5ff9cb0f9597d30802d2d209	01/09/2021
Department of Revenue - Certificate of Good standing	cogs for umemployment.pdf	pdf	6011709bc6de99078eaaa0e4	01/27/2021
Bylaws	Okeef Res..pdf	pdf	60144a9172b563367594129d	01/29/2021
Bylaws	guy res.pdf	pdf	60144f7f238c3036b0f8328e	01/29/2021
Bylaws	Norcross res.pdf	pdf	6014503d84d16335f0221e31	01/29/2021
Department of Revenue - Certificate of Good standing	20210409_102034.jpg	jpeg	6070854721aec245a96ca0d8	04/09/2021

No documents uploaded

Massachusetts Business Identification Number: 001334385

Doing-Business-As Name: Toy Town Alternative Health

DBA Registration City: Winchendon

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	TT Project LLC DBA Toy Town Alternative Health Business Plan.pdf	pdf	5b7d9e7bd389b22d7bd63da6	08/22/2018
Plan for Liability Insurance	Insurance .pdf	pdf	5fca979daa3b3307861d0def	12/04/2020
Proposed Timeline	Timeline.pdf	pdf	605b5a5dd13a03079c5f7ce9	03/24/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana.pdf	pdf	5b99a226d389b22d7bd654e4	09/12/2018
Quality control and testing	Quality Control and Testing 2 1 redo.pdf	pdf	5e65b5fcd2a4e44405839df0	03/08/2020
Inventory procedures	Inventory Procedures 2 1.pdf	pdf	5e66fead49038b46abf1dd64	03/09/2020
Restricting Access to age 21 and older	Restricting Access to age 21 and older 2.pdf	pdf	5e6701ec4a895743f3a6bc2b	03/09/2020
Prevention of diversion	Prevention of Diversion 2.pdf	pdf	5e6703ccd2a4e4440583a230	03/09/2020
Dispensing procedures	Dispensing procedures 2.pdf	pdf	5e67091f9e668e468af077ad	03/09/2020

Qualifications and training	Qualifications ^0 Training.pdf	pdf	5fbd5995418c5607a11d7d9a	11/24/2020
Prevention of diversion	Prevention and Diversion Plan.pdf	pdf	5fbd5997aa3b3307861cf2fc	11/24/2020
Personnel policies including background checks	Personell.pdf	pdf	5fbd5998728b9907c6dd5553	11/24/2020
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	5fbd599991587f078718cfd9	11/24/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5fbd599bfda1250795582408	11/24/2020
Transportation of marijuana	Transportation Toy Town Project.pdf	pdf	5fbd59ee4a175107ac950c93	11/24/2020
Record Keeping procedures	Record Keeping procedures.pdf	pdf	5fbd59f2301ec4074f7534e2	11/24/2020
Security plan	Security.pdf	pdf	605382f9021c1507b3980ebe	03/18/2021
Energy Compliance Plan	DOER-Slides-Cannabis-EEWG-2-20-19-V2.pdf	pdf	605b5c1fc94e7f0783732b8d	03/24/2021
Storage of marijuana	Storage.pdf	pdf	608055df4989114597238f16	04/21/2021
Diversity plan	Diversity Plan .pdf	pdf	608066ee16d4db44ccf597df	04/21/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

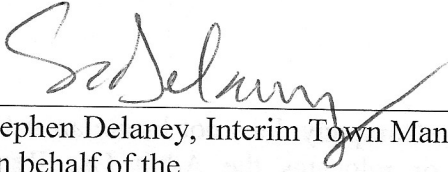
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HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 10:00 PM
Tuesday From: 10:00 AM	Tuesday To: 10:00 PM
Wednesday From: 10:00 AM	Wednesday To: 10:00 PM
Thursday From: 10:00 AM	Thursday To: 11:00 PM
Friday From: 10:00 AM	Friday To: 11:00 PM
Saturday From: 10:00 AM	Saturday To: 11:00 PM
Sunday From: 12:00 PM	Sunday To: 11:00 PM

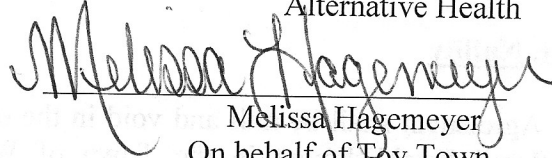
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Town of Winchendon



Stephen Delaney, Interim Town Manager
On behalf of the
Town of Winchendon

Toy Town Project, LLC DBA Toy Town
Alternative Health



Melissa Hagemeyer
On behalf of Toy Town
Project, LLC.

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:

Toy Town Project, LLC

2. Name of applicant’s authorized representative:

Mark Hagemeyer

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Town of Winchendon

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

Stephen Delaney, Interim Town Manager



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



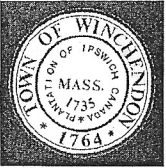
7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

sdelaney@townofwinchendon.com

8. Host community agreement execution date:

2/8/21





300 foot Abutters List Report

Winchendon, MA
June 26, 2018

Notices Sent 6/26/18 tm

Subject Property:

Parcel Number: 3D1-0-50
 CAMA Number: 3D1-0-50
 Property Address: 455 MAPLE ST
 w/ 463

Mailing Address: HAGEMEYER, MELISSA TRUSTEE OF
 ZBH REALTY TRUST
 P.O. BOX 349
 RINDGE, NA 03461

Abutters:

Parcel Number: 3D1-0-15
 CAMA Number: 3D1-0-15
 Property Address: 196 GLENALLEN ST

Mailing Address: 196 GLENALLEN STREET
 WINCHENDON, MA 01475

Parcel Number: 3D1-0-16
 CAMA Number: 3D1-0-16
 Property Address: 192 GLENALLEN ST

Mailing Address: 192 GLENALLEN STREET
 WINCHENDON, MA 01475

Parcel Number: 3D1-0-17
 CAMA Number: 3D1-0-17
 Property Address: MAPLE ST

Mailing Address: 192 GLENALLEN STREET
 WINCHENDON, MA 01475

Parcel Number: 3D1-0-18
 CAMA Number: 3D1-0-18
 Property Address: 456 MAPLE ST

Mailing Address: 380 TEEL ROAD
 WINCHENDON, MA 01475

Parcel Number: 3D1-0-19
 CAMA Number: 3D1-0-19
 Property Address: 450 MAPLE ST

Mailing Address: 226 ASH ST
 WINCHENDON, MA 01475

Parcel Number: 3D1-0-20
 CAMA Number: 3D1-0-20
 Property Address: MAPLE ST

Mailing Address: 70 BRIDGE STREET
 BALDWINVILLE, MA 01436

Parcel Number: 3D1-0-21
 CAMA Number: 3D1-0-21
 Property Address: 446 MAPLE ST

Mailing Address: 270 SUDBURY RD
 STOW, MA 01770

Parcel Number: 3D1-0-45
 CAMA Number: 3D1-0-45
 Property Address: 439 MAPLE ST

Mailing Address: 439 MAPLE STREET
 WINCHENODN, MA 01475

Parcel Number: 3D1-0-46
 CAMA Number: 3D1-0-46
 Property Address: 441 MAPLE ST

Mailing Address: 441 MAPLE STREET
 WINCHENDON, MA 01475

Parcel Number: 3D1-0-47
 CAMA Number: 3D1-0-47
 Property Address: 447 MAPLE ST

Mailing Address: 447 MAPLE ST
 WINCHENDON, MA 01475



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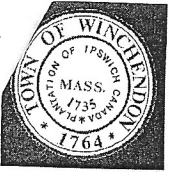
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Abutters List Report - Winchendon, MA

Sherrill A. DiPasquale BOA 6-26-18



300 foot Abutters List Report

Winchendon, MA

June 26, 2018

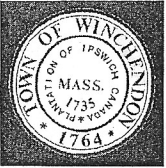
Parcel Number: 3D1-0-48 CAMA Number: 3D1-0-48 Property Address: 449 MAPLE ST	Mailing Address: 449 MAPLE STREET WINCHENDON, MA 01475
Parcel Number: 3D1-0-49 CAMA Number: 3D1-0-49 Property Address: 451 MAPLE ST	Mailing Address: 451 MAPLE ST WINCHENDON, MA 01475
Parcel Number: 3D1-0-52 CAMA Number: 3D1-0-52 Property Address: 178 GLENALLEN ST	Mailing Address: 178 GLENALLEN STREET WINCHENDON, MA 01475
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Parcel Number: 3D1-0-58 CAMA Number: 3D1-0-58 Property Address: 170 GLENALLEN ST	Mailing Address: 170 GLENALLEN STREET WINCHENDON, MA 01475
Parcel Number: 3D1-0-60 CAMA Number: 3D1-0-60 Property Address: 181 GLENALLEN ST	Mailing Address: 645 BALDWINVILLE ROAD BALDWINVILLE, MA 01436
Parcel Number: 3D1-0-61 CAMA Number: 3D1-0-61 Property Address: 179 GLENALLEN ST	Mailing Address: 179 GLENALLEN ST WINCHENDON, MA 01475
Parcel Number: 3D1-0-62 CAMA Number: 3D1-0-62 Property Address: 175 GLENALLEN ST	Mailing Address: 175 GLENALLEN ST WINCHENDON, MA 01475
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Parcel Number: 3D1-0-64 CAMA Number: 3D1-0-64 Property Address: 171 GLENALLEN ST	Mailing Address: 171 GLENALLEN STREET WINCHENDON, MA 01475
Parcel Number: M17-0-26 CAMA Number: M17-0-26 Property Address: 155 MILL CR	Mailing Address: PO BOX 28 WINCHENDON, MA 01475



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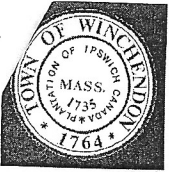
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Local Zoning

Toy Town Project, LLC

DBA: Toy Town Alternative Health

We will be able to receive Special Permit as soon as we receive preliminary license approval. November 2021.

As part of the local application process Toy Town Projects, LLC. DBA Toy Town Alternative Health will be subject to the requirements set forth in Rules and Regulations for the Review and Approval of Site Plans and Site Development in Winchendon, MA. for Formal Site Plan Review. Along with those requirements the applicant will also be required to apply for a Special Permit. With all the required scrutiny the dispensary will be thoroughly vetted to make sure they are compliant with all zoning regulations at the time a occupancy permit issued.

To ensure that we are compliant with zoning as we go forward Toy Town Projects LLC will meet with the Department of Planning and Development annually to be aware of any changes in the zoning that might be proposed and that all regulations are met.

Positive Impact

Toy Town Project, LLC

DBA: Toy Town Alternative Health

Goal

Toy Town Project, LLC plans to positively impact areas that have been disproportionately harmed by marijuana prohibition and enforcement. We will supply meaningful participation for these communities and these individuals. We will reach out to our closest neighbor who has been adversely affected, Fitchburg Massachusetts. We will specifically offer employment. We will not only offer day to day employment in our facility, but we will offer employment for all of the work that we require. We will seek individuals from Fitchburg to work in our daily operations, we will also seek to allocate our business needs from construction, maintenance, and other labor needs from the city of Fitchburg. We will set our one year goal of employees from Fitchburg at 25% and the remainder 75% of our employees from our diversity pool.

Avenue for success

We will post and advertise these opportunities in the Fitchburg Sentinel, the Rumbo News and other outlets that will reach our employee criteria and multiplicity. Multi-lingual media, networking, & public posting will be some options that will be used monthly or as needed. We will specifically state that we are looking for Massachusetts residents who have had past drug convictions but are now able to meet our criteria.

We will seek employee references, and professional references from counselors that advocate for our employee criteria.

Quantifications/ Measurements

We will maintain continual documented data on our hiring and employee retention in order to make sure we meet our goals.

We will have monthly meetings to review our data and be able to measure our success or shortcomings.

We will be able to measure our success by the employees hired and we can adjust our advertising, our searches and networking to help us achieve our 25% goal from Fitchburg and 75% from our diversity pool. We will analyze and will record the measurable progress and success of our program and we realize this will be monitored by the Commission upon our annual review.

We will comply with the requirements set forth in 935CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of marijuana establishments. Any actions taken, or programs instituted will not violate the Commissions' regulations with respect to limitations on ownership or control other applicable state laws.



William Francis Galvin
Secretary of the
Commonwealth

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

July 6, 2018

TO WHOM IT MAY CONCERN:

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

TOY TOWN PROJECT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 3, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GUY CORBOSIERO, ROBERT OKEEFE, MARK HAGEMEYER, ROGER NORCROSS**

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Congratulations!

is now formed and you are now permitted to do business!

State of formation: _____ Filing date: _____

As part of the formation process we have placed the official state documents in your account. This will show you are registered to do business in your state. Also included are the Initial Resolutions which release all power to the managers or members and show the formation details of your company. An Operating Agreement is also included which provides a guideline on how your LLC will operate. Other documents such as membership certificates and banking resolutions are included as well which will evidence who owns the company and who has authority to sign on behalf of the company. If you are opening a business bank account the bank may want to see all of these documents so it is a good idea to print them out and take them with you.

The documents placed in your online account are always available to view. In addition to the Documents section, you may always add additional services under the Services tab should you need our assistance with further state registrations, ongoing state compliance, and registered agent services.

Thank you for letting us help form your LLC. The best part of our job is meeting different people from various business backgrounds and helping them launch their companies. Please do not hesitate to contact us further should you have any questions regarding your company or our services.

Thanks,

Filings Team

INITIAL RESOLUTIONS

I, _____, of _____, being the Organizer of _____, a _____ Limited Liability Company, hereby resolve to relinquish signing authority to the Members named below and adopt the following resolutions:

1. **Resolved**, the named Members of the Limited Liability Company are hereby named as Members and own an interest in the Limited Liability Company:

2. **Resolved**, that _____ was organized on _____ in the State of _____ with assigned filing number _____.

3. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.

4. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If members chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.

5. **Resolved**, that member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, members' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

Morgan Noble

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

A MULTIPLE MEMBER MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the provisions of state law in the state in which it was formed. This operating agreement is entered into and becomes effective as of its adoption by the Members.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in the Company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually, unless:
- (a) Members whose capital interest exceeds 50 percent vote for dissolution; or
 - (b) An event occurs which causes the Company's business to become unlawful; or
 - (c) Any other event occurs, causing the Company's dissolution under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), the remaining Member(s) have the right to continue the business of the Company.
- 1.5 **BUSINESS PURPOSE.** The Company may conduct any and all lawful business appropriate in carrying out the Company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be as stated in the Company's formation documents or as selected by the Members.

- 1.7 **THE MEMBERS.** Members are the owners of the Company. The names and residential addresses of each member are listed in the Certification of Members section of this agreement.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through issuance of a new interest in the Company with the unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will contribute the Company's initial capital and the Company will record the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member is obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses will be determined on an annual basis. Profits and losses will be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members may determine and distribute available funds annually or at more frequent intervals. "Available funds" means the Company's net cash after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest must be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the Company's business is vested in the Members. The Members will appoint one Chief Executive Member. The Chief Executive Member is the Member has primary responsibility for the operations of the business.
- 4.2 **MEMBERS.** The liability of the Members is limited pursuant to applicable state law. Members may take part in the control, management, direction, or operation of the Company's affairs and have the power to bind the Company. Legally binding agreements must be signed by all Members unless the Members grant one specific Member authority to sign the binding agreement.
- (a) Any decision that involves a sale of the business, a loan, or the acquisition of another company, must have the unanimous consent of all Members.
- (b) The Chief Executive Member is responsible for daily decision making and management of the Company, but any Member may make decisions in performing his or her duties.
- (c) If a Member disagrees with the Chief Executive Member's decision or proposed decision, the Member may call a vote to decide the course of action. A simple majority vote is necessary to take an action on behalf of the Company. The votes must be recorded in writing.
- 4.3 **POWERS OF MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the Company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements

and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.4 DUTIES OF MEMBERS. Each Member must have a duty as set forth in ATTACHMENT 1 to this agreement.

(a) If a Member fails at his or her duties for a period of 120 consecutive days, the Member will lose his or her Membership interest. The start date of the failure must be documented.

(b) If a Member fails to do his or her duties for one hundred twenty (120) days out of any two hundred thirty nine (239) day period, the Member will lose their Membership interest in accordance with this article. The dates of failure in question must be documented.

(c) If a Member disputes the completion of another Member's duties and is attempting to take over that Member's interest, he or she must do so in writing by certified delivery to the Member's residential address as listed in ATTACHMENT 2. If certified delivery is not available, hand delivery by a third party is acceptable.

(d) If a Member receives a compliant as described above, the Member must fulfill his or her established duties within fourteen (14) days.

(e) If there is dispute as to what any Member's duties are or if those duties are being fulfilled; and the Members have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the agreed duties as outlined in ATTACHMENT 1 of this Agreement. If the Members fail to reach an agreement through arbitration or mediation, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision as to the fulfillment of Members' duties. Upon a decision by the Court that a Member has failed to meet his or her duties, the Member will lose and assign his or her Membership interest to the other remaining Member(s). The assignment of the non-compliant Member's membership interest will establish a debt owed by the Company in accordance with ARTICLE 7.

(f) The value of the non-compliant Member's interest being transferred and assigned to the remaining Member(s) must be determined before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the Company.

(g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

- 4.5 **DISPUTES OF MEMBERS.** Disputes among Members will be decided by a majority vote. A Member has votes according to that Member's percent of ownership interest. (Example: 11% ownership equals 11 votes.) A majority vote is necessary for an action to take place.
- 4.6 **CHIEF EXECUTIVE MEMBER.** The Chief Executive Member has primary responsibility for managing the operations of the Company and carrying out the decisions of the Members.
- 4.7 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee designated by the Members. The Members have power to enter into a nominee agreement with any person, and that agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.8 **COMPANY INFORMATION.** The Chief Executive Member must supply information regarding the Company or its activities to any requesting Member. Each Member or the Member's authorized representative may access, inspect, and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities. The requesting Member is responsible for any expenses incurred in accessing, inspecting, or copying Company information.
- 4.9 **EXCULPATION.** Any act or omission by the Members which causes or results in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, does not subject the Members to any liability to the other Member(s) or the Company.
- 4.10 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or

proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company and had reasonable cause to believe that his or her conduct was lawful.

4.11 **RECORDS.** The Members must keep the following at the Company's principal place of business or other location:

(a) A current list of the full name and the last known street address of each Member;

(b) Copies of the Company's formation documents, Operating Agreement, and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's financial statements, if any, for the three most recent years.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Member rendering services to the Company is entitled to compensation equal to the value of the services. All Members must unanimously agree upon the value of the services.

5.2 **REIMBURSEMENT.** The Company will reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company as unanimously agreed upon by all Members.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Members will maintain complete and accurate accounting of the Company's affairs at the Company's principal place of business or at another location agreed upon by the Members. The Members will choose the method of accounting for bookkeeping purposes. The Company's accounting period will be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Members will maintain separate capital and distribution accounts for each Member. Each Member's capital

account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:

(a) Any additional capital contribution made by the Member;

(b) Credit balances transferred from the Member's distribution account to his or her capital account;
and decreased by:

(a) Distributions to the Member in reduction of Company capital;

(b) The Member's share of Company losses if charged to his or her capital account.

- 6.3 **REPORTS.** The Members will close the books after the close of each calendar year, and must prepare and send to each Member a statement of that Member's distributive share of income and expenses for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or part of his or her interest in the Company, that Member must comply with the following procedures:

(a) The Member must first make a written offer to the other Member(s) which includes the price. At this point the exiting Member may not make this intention publicly known. The exiting Member may not make the intention to sell publicly known unless the other Members declined or failed to elect such interest within sixty (60) days of the offer. After 60 have passed, the exiting Member may advertise the sale of his or her membership interest as the Member desires.

(b) If a Member has a potential buyer of the member's interest, the other current Member(s) have first option to purchase the exiting Member's interest at the agreed purchase price. If there are more than one current remaining Members, those remaining Members may combine funds to purchase the exiting Member's interest. Current Members have 60 days to buy exiting Members' interest if they so desire. The exiting Member must show that any potential purchaser has full certified funds, or the ability to get full certified funds before the 60 day first right of refusal period starts.

(c) Current Members must unanimously approve the sale of an exiting Member's interest to grant full membership benefits and functionality to the new Member. If the current remaining Members do not unanimously approve the sale, the purchaser or assignee will have no right to participate in the management and affairs of the business or to exercise Member voting rights. The purchaser or assignee is only entitled to the share of the profits or other compensation and the return of contributions to which that Member would otherwise be entitled. The exiting Member must disclose to the potential buyer or assignee if current Members will not approve the sale.

7.2 VALUATION OF EXITING MEMBERS INTEREST. If a Member wants to exit the Company, and does not have a buyer of its membership interest, the exiting Member will assign his or her interest to the current Members according to the following procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting Member and current Members do not agree on the value of this membership interest, the exiting Member must pay for a certified appraiser to appraise the company's value, and the exiting Members' interest will be assigned a value according to the exiting Members' percentage of ownership.

(c) The current Members must approve the certified appraiser used by exiting Member. Current Members have 30 days to approve the exiting Members certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to appraise the Company. Current Members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the Company, a value will be placed on exiting Members' interest according to exiting Members' percentage of membership interest.

(e) If the current Members disagree with the value placed on the exiting Member's interest, the current Member(s) must pay for a certified appraiser to value the Company and exiting Members' interest according to the same terms described in this section.

(f) The current Members' appraisal must be completed within 60 days of the initial appraisal or the right of current Members to dispute the value of the exiting Member's interest expires.

(g) Upon completion of the current Members' appraisal, the exiting Member must approve the value placed on his or her interest. Exiting Member has 30 days to approve this value.

(h) If exiting Member does not approve the current Members' appraised value, the value of the Company will be determined by adding both parties' proposed values, then dividing that figure in half, creating the value of the exiting Member's interest.

7.2 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting Member's interest value, the value will be a debt of the Company. The exiting Member may (1) demand payment of this debt upon dissolution of the Company; or (2) he or she may receive payment by the following method:

(a) The Company will make timely payments.

(b) The Company will only be required to make payments towards exiting Members' debt if the Company is profitable and passed income to current Members. The Company must make a debt payment to the exiting Member if the Company's income surpassed 50% of the total determined value of the exiting Members' interest in one taxable year. (Example: If exiting Members' value was \$100,000 and current Member(s) received over \$50,000 taxable income in the taxable year, the Company would owe a debt payment to exiting Member. If current Member(s) only received \$40,000 in passed income, there would be no payment due.)

(c) The debt payment must be at least 10% of the value of the income passed to current Company Members.

(e) The Company must make a payment to exiting Member within 60 days of the end of the taxable year for the Company.

(f) Payment schedule will continue until exiting Member's debt is paid by Company.

(g) If the Company dissolves, the exiting Member will be a regular debtor and payment will follow the applicable limited liability company dissolution statutes.

(h) The exiting Members' membership interest as assigned to current Members may NOT accrue interest.

(i) The Company may pay off the amount owed to an exiting Member at any time.

ARTICLE VIII

Bank Account

Account Holder: _____

Bank:

- 8.1 **Financial Institution Designation.** The financial institution named above is designated as a depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for the payment bearing the signature of an authorized Member or employee of this Company as listed below:

X _____, _____ of _____

X _____, of _____

- 8.2 **Terms of Financial Agreement.** The financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the Company's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the requirements contained herein.
- 8.3 **Terms of Endorsement.** Any of the Company's authorized Members may execute all checks, drafts, notes and other items payable to or owned by the Company for deposit with the financial institution. The Members are also authorized to endorse any items for collection or discount by the financial institution and to accept drafts and other items payable at the financial institution.
- 8.4 **Authorized Member/Manager Abilities.** The authorized Members may execute other agreements, including, but not limited to, special depository agreements and arrangements concerning the manner, condition, and/or purposes for which the Company's funds, checks,

debits, or items may be deposited, collected, or withdrawn. These other agreements or arrangements may not include terms which are contrary to the provisions in this article.

- 8.5 **Financial Institution Indemnity.** The power granted to the Company's Members will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with these provisions.

By signing this agreement the Members agree that the persons named above occupy the stated positions corresponding to their signatures and to all of the above provisions.

ARTICLE IX

Dissolution

- 9.1 **DISSOLUTION.** The Members may dissolve the LLC at any time. The Members may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts before distributing cash, assets, and/or initial capital to the Members or the Members' interests. The dissolution may only be ordered by the Members, not by the owner of the Members' interests.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this
Operating Agreement.

Signed this ____ day of _____, 20____.

_____ Signature Chief Executive Member ____Percent	_____ Printed Name _____ _____ Address
Duties:	_____ _____

_____ Signature Member ____Percent	_____ Printed Name _____ _____ Address
Duties:	_____ _____

_____ Signature Member ____Percent	_____ Printed Name _____ _____ Address
Duties:	_____ _____

_____ Signature Member ____Percent	_____ Printed Name _____ _____ Address
Duties:	_____ _____

_____ Signature Member ____Percent	_____ Printed Name _____ _____ Address
Duties:	_____ _____

LLC MEMBERSHIP CERTIFICATE

Company Name

Organized in _____ has a total of _____ member(s) at _____ date

This certifies that _____ is a member of the above named Limited Liability Company, and holds a _____% interest of the above named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its members this

_____ day of _____, _____ A.D. _____

Named Member

witness and/or member

if sold:

For _____ received, I, _____ sell and transfer unto
_____, _____% of the membership interest,
represented within this certificate, and appoint

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

Seller

Newly named member

Witness

Signature and name

LLC Resolution to Open a Bank Account

Account _____
Holder: _____

Bank Name: _____
Address: _____

Acct #:

As a Member of the LLC named above, I certify that the LLC has been organized within the bounds of state law as an LLC with its principal office located at:

I further attest that at the initial meeting of the LLC's members was held on _____, a quorum was present, and voting and adopted the following resolutions:

Resolved, that the financial institution named above is designated as a depository for the funds of this LLC, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for payments bearing any officer or authorized employee of this LLC.

Further Resolved, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the LLC's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

Further Resolved, that the officers or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the LLC may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.

Further Resolved, that the power granted to the LLC's officers or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

I Further Attest that the person named below occupy the stated position, as indicated by their signature, and that the resolutions contained in this document are recorded on the books of the LLC, and these resolutions are in full force and effect and have not been altered in any way.

CERTIFIED AND ATTESTED TO ON THIS _____ DAY OF _____, 201____, BY:

X _____
LLC MEMBER



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001334385

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: TOY TOWN PROJECT LLC

1.b. The exact name of the limited liability company *as amended*, is: TOY TOWN PROJECT LLC

2a. Location of its principal office:

No. and Street: 269 SCHOOL STREET

City or Town: WINCHENDON State: MA Zip: 01475 Country: USA

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

No. and Street: 269 SCHOOL STREET

City or Town: WINCHENDON State: MA Zip: 01475 Country: USA

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

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NORTHWEST REGISTERED AGENT SERVICE INC.

No. and Street: 82 WENDELL AVE. STE 100

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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

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

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

SOC SIGNATORY	MARK HAGEMEYER	PO BOX 210 WINCHENDON, MA 01475 USA
SOC SIGNATORY	MELISSA HAGEMEYER	29 TOWNFARM ROAD WINCHENDON, MA 01475 USA

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

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

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of December, 2020,
MARK HAGEMEYER , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

December 21, 2020 12:11 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001334385

Annual Report Filing Year: 2019

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1.b. The exact name of the limited liability company *as amended*, is: TOY TOWN PROJECT LLC

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City or Town: WINCHENDON State: MA Zip: 01475 Country: USA

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No. and Street: 269 SCHOOL STREET

City or Town: WINCHENDON State: MA Zip: 01475 Country: USA

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

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NORTHWEST REGISTERED AGENT SERVICE INC.

No. and Street: 82 WENDELL AVE. STE 100

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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

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

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

SOC SIGNATORY	MELISSA HAGEMEYER	29 TOWNFARM ROAD WINCHENDON, MA 01475 USA
SOC SIGNATORY	MARK HAGEMEYER	PO BOX 210 WINCHENDON, MA 01475 USA

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

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

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of December, 2020,
MARK HAGEMEYER , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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December 21, 2020 12:05 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



William Francis Galvin
Secretary of the
Commonwealth

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

December 29, 2020

TO WHOM IT MAY CONCERN:

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

TOY TOWN PROJECT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 3, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth

MASSACHUSETTS BUSINESS INFORMATION

(DEPARTMENT OF Unemployment Assistance-Good Standing)

I Mark Hagemeyer do attest on this 26 day of January 2021

That I attempted to get a Certificate of Good Standing from the Department of Unemployment for Toy Town Project LLC.

That I have been unable to obtain the required information because I was unable to register with department of Unemployment until we, Toy Town Project LLC. Hire employees.

A handwritten signature in black ink, appearing to read 'Mark Hagemeyer', is written over a horizontal line. The signature is stylized with a large, looped 'H' and a long, sweeping tail.

Mark Hagemeyer

Toy Town Project LLC representative

Resignation of Member, Managing Member or Manager Limited Liability Company (LLC)

1. The name of the limited liability company as it appears on the records:
Toy Town Project, LLC

2. This limited liability company was organized under the laws of:
Massachusetts

3. The registration number of this limited liability company is:
0013334385

4. I, Robert Olecki, hereby resign as a Member (Print
(Print Name of Person Resigning)
of this limited liability company and will not receive a buyout of any amount
consideration of any kind and do hereby swear that the above mentioned
liability company has been notified of my resignation in writing.

[Signature]
Signature of Resigning Member, Managing Member or Manager
Date

Witness: Maury Hagan

7209 -

Resignation of Member, Managing Member or Manager from a Limited Liability Company (LLC)

1. The name of the limited liability company as it appears on the records:
Toy Town Project, LLC
2. This limited liability company was organized under the laws of:
Massachusetts
3. The registration number of this limited liability company is:
001334385

4. I, ROGER NORCROSS, hereby resign as a EQUAL OWNER
(Print Name of Person Resigning) (Print Title)
of this limited liability company and will not receive a buyout of any amount or
consideration of any kind and do hereby swear that the above mentioned limited
liability company has been notified of my resignation in writing.

Roger Norcross
Signature of Resigning Member, Managing Member or Manager

Date 5/22/20

Witness #1)

Halcy Hagemeyer

Witness #2)

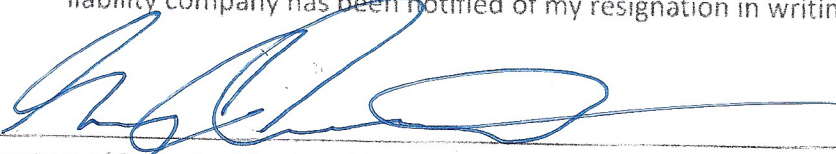
**Resignation of Member, Managing Member or Manager from a
Limited Liability Company (LLC)**

1. The name of the limited liability company as it appears on the records:
Toy Town Project, LLC

2. This limited liability company was organized under the laws of:
Massachusetts

3. The registration number of this limited liability company is:
001334385

4. I, Guy C. Corbosiero, hereby resign as a SOC Signatory
(Print Name of Person Resigning) (Print Title)
of this limited liability company and will not receive a buyout of any amount or
consideration of any kind and do hereby swear that the above mentioned limited
liability company has been notified of my resignation in writing.


Signature of Resigning Member, Managing Member or Manager

Date 8/19/2020

Witness #1) Peggy Ann Corbosiero

Witness #2) Janet R Corbosiero

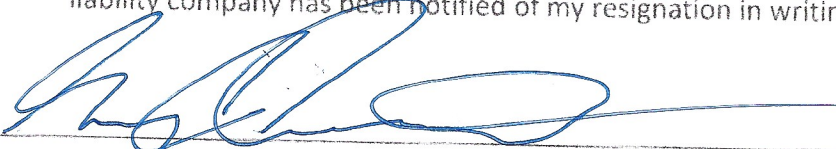
**Resignation of Member, Managing Member or Manager from a
Limited Liability Company (LLC)**

1. The name of the limited liability company as it appears on the records:
Toy Town Project, LLC

2. This limited liability company was organized under the laws of:
Massachusetts

3. The registration number of this limited liability company is:
001334385

4. I, Guy C. Corbosiero, hereby resign as a SOC Signatory
(Print Name of Person Resigning) (Print Title)
of this limited liability company and will not receive a buyout of any amount or
consideration of any kind and do hereby swear that the above mentioned limited
liability company has been notified of my resignation in writing.


Signature of Resigning Member, Managing Member or Manager

Date 8/19/2020

Witness #1) Peggy Ann Corbosiero

Witness #2) Janet R Corbosiero

2009

Resignation of Member, Managing Member or Manager from a Limited Liability Company (LLC)

1. The name of the limited liability company as it appears on the records:
Toy Town Project, LLC
2. This limited liability company was organized under the laws of:
Massachusetts
3. The registration number of this limited liability company is:
001334385
4. I, ROGER NORCROSS, hereby resign as a EQUAL OWNER
(Print Name of Person Resigning) (Print Title)
of this limited liability company and will not receive a buyout of any amount or
consideration of any kind and do hereby swear that the above mentioned limited
liability company has been notified of my resignation in writing.

Roger Norcross
Signature of Resigning Member, Managing Member or Manager

Date 5/22/20

Witness #1) Halcy Hagemeyer

Witness #2) _____



Letter ID: L1339941696
Notice Date: April 9, 2021
Case ID: 0-001-131-360



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner
mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

TOY TOWN PROJECT LLC
363 MAPLE ST
WINCHENDON MA 01475-1010

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Copley

Edward W. Coyle, Jr., Chief
Collections Bureau

**Toy Town Project, LLC
DBA
Toy Town Alternative Health
Business Plan**

Outline

- 1) Executive Summary
- 2) Market Analysis
- 3) Organization & Management
- 4) Training & Leadership
- 5) Products
- 6) Marketing

Executive Summary

Toy Town Alternative Health will be located in Winchendon, Massachusetts. We have signed a letter of intent to lease a property at 463 Maple Street in Winchendon Springs.

The facility is well positioned and it matches the ideal picture of a community dispensary store. The facility was last used as a restaurant and is ideal for use a retail shop and remains in good condition.

Toy Town Alternative Health will be a marijuana dispensary business to retail marijuana as permitted by the laws of the Commonwealth of Massachusetts and the Town of Winchendon. Our employees will be well trained and qualified to handle the wide range of customers that we are positioned to serve.

Toy Town Alternative Health plans to operate 7 days a week during the hours that local and state law allow.

Toy Town Alternative Health will ensure that all our customers are given excellent service whenever they visit our store. We will have a CRM (customer relationship management software) that will enable us to manage one on one relationships with our customers no matter how large the number of our customer base grows as well as comply with all regulatory reporting requirements.

Toy Town Alternative Health is a local business that is owned and managed by local residents.

Business Structure

Toy Town Alternative Health will maintain a local small business appearance and will be staffed with local residents. From the outset, we have decided to recruit a team that have small business experience.

When hiring, we will look for applicants that are not just qualified and experienced, but honest and customer centric to help us build a prosperous business that will benefit all stake holders (the owners, workforce, customers and the Town of Winchendon). As a matter of fact, profit-sharing arrangement will be made available to all of our staff.

Market Analysis

Market Trends

The market trend in the retail pharmacy industry of which the marijuana dispensary business falls under is directly influenced by a country's marijuana policies. The fact that the industry is highly regulated means that any entrepreneur who wants to run a marijuana dispensary business must be ready to play by the book or they will be booted out of business.

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

Marijuana dispensary stores are now making use of technology to effectively manage their business. The use of technology, i.e. CRM software is very effective in helping retail businesses manage their clientele base.

Our Target Market

Toy Town Alternative Health is in business to service a wide range of customers from the Winchendon area.

Our Competitive Advantage

In this industry, most of the competitive dynamics center around the quality of cannabis dispensed, the service offered, the location where the dispensary is at, discounts offered for the products.

It is through top notch customer service that we will secure a fair share of the available market.

Toy Town Alternative Health is entering into the market well prepared to favorably compete in the industry. Our store is well positioned. We will have adequate parking space available with excellent security.

Organization & Management

The following positions will be anticipated at Toy Town Alternative Health;

- Corporate Team
 - Managing Partner
 - Treasurer/Information Technology
- Store Personnel
 - General Manager
 - Floor Managers
 - Retail Consultants

Roles and Responsibilities

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

Managing Partner:

- Responsible for creating, communicating, and implementing the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy
- Responsible for providing business direction
- Responsible for recruitment of managers
- Responsible for fixing prices and signing business deals
- Responsible for documents on behalf of the company
- Evaluates the success of the organization

Treasurer/Information Technology

- Responsible for managing the organizations' budgets
- Responsible for keeping statistical and financial records
- Responsible for payroll
- Handles administrative and bookkeeping tasks
- Prepares financial reports
- Handles financial transaction on behalf of the company
- Interfaces with our Accountant and bankers
- Responsible for payment of tax, levies and utility bills
- Responsible for installing and maintenance of computer software and hardware for the organization
- Manages logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems
- Manages the organization's security systems
- Handles any other financial or technology related duties

General Manager:

- Responsible for managing the daily activities in dispensary store
- Responsible for recruiting, training and managing staff
- Responsible for ordering, selling and controlling stock
- Sources for clients for the company
- Supervises the entire sales staff and workforce
- Responsible for creating marketing and sales strategies
- Interfaces with third – party providers (vendors)
- Controls the sales floor inventory
- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers)
- Handles any other duty as assigned by the Managing Partner

Floor Managers

- Supervises the retail consultants
- Ensures that goods and products are properly arranged
- Responsible for planning sales, monitoring inventory
- Helps to ensure consistent quality of products on our rack
- Responsible for sterilizing the counter tops, scales, and other measuring devices
- Handles any other duty as assigned by the General Manager

Retail Consultants

- Provides first class customer service
- Receives payments on behalf of the organization
- Issues receipt to customers
- Handles any other duty as assigned by the floor manager

Training & Leadership

Toy Town Alternative Health shall ensure that all establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b).

At a minimum, staff shall receive eight hours of on-going training annually.

In addition to the required trainings we shall have various cross training so that the employees will have a greater opportunity for advancement.

Training will also include components to ensure that we continue to endeavor to become a leader in at least one category every year:

- Social Justice Leader
- Local Employment Leader
- Energy and Environmental Leader
- Compliance Leader

Products

At Toy Town Alternative Health, we will ensure that we have a wide range of marijuana products. It will be difficult for customers to visit our store and not find the product that they are looking for. One of our business goals is to make our marijuana dispensary store a one stop shop.

Marketing

The marketing and sales strategy of Toy Town Alternative Health will be based on generating long-term personalized relationships with customers.

All of our employees will be well trained and equipped to provide excellent and knowledgeable customer service. We expect that if we are consistent with offering high quality marijuana and excellent customer service, we will increase the number of our customers by more than 25% for the first year and then more than 30% subsequently.

In summary, Toy Town Alternative Health will adopt the following sales and marketing approach to win customers over;

Our Pricing Strategy

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

Insurance**Toy Town Project, LLC.**

T.T.A.H has reserved with Kinsale Insurance Company to maintain general liability insurance coverage for \$1 million per occurrence and \$2 million aggregate annually. Product liability for \$1 million with \$2 million aggregate annually. The deductible will be no higher than \$5000 per occurrence. We will consider additional coverage on need be and cost benefit analysis. We will keep reports documenting compliance with 935 CMR 500.105 (10).

Quality Control and Testing

Toy Town Project, LLC DBA: Toy Town Alternate Health

Toy Town Project, LLC DBA. Toy Town Alternative Health will be purchasing all products already prepackaged from licensed distributors. All testing and quality control will be done at the packaging level. In the event we process marijuana the following procedures will be followed:

We ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner:

Well cured and general free of seeds and stems:

Free of dirt, sand, debris, and other foreign matter:

Free of contamination my mold, rot, other fungus, and bacterial diseases:

Prepared and handled on food-grade stainless steel tables:

Packaged in a secure area. 935CMR500.105(3)

All agents whose job includes contact with marijuana we have the same requirements for food handlers. 935CMR300

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

Maintaining adequate personal cleanliness: and washing hands appropriately. 935CMR500.105(3)

We will supply handwashing facilities in production area and where good sanitary practices require employees to wash and sanitize their hands. 935CMR500.105(3)

We will supply enough space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935CMR500.105(3)

Litter and waste shall be properly removed to minimize the development of odor and the potential for the waste attraction and harboring pests. 935CMR500.105(2)

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935CMR500.105(3)

All contact surfaces, shall be maintained, cleaned and sanitized as frequently as necessary to protect against contamination. 935CMR500.105(3)

All toxic items shall be identified held and stored in a manner that protects against contamination of marijuana. 935CMR500.105(3)

We shall provide water enough for necessary operations. 935CMR500.105(3)

Plumbing shall be of adequate size and design and maintained to carry enough quantiles of water to required locations throughout the establishment. 935.CMR500.105(3)

We will provide our employees with adequate, readily accessible toilet facilities. 935CMR500.105(3)

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935CMR500.105(3)

We will not sell any marijuana or otherwise market for adult use that is not capable of being tested by an independent testing laboratory. 935CMR500.140(9)

We will notify the Commission within 72 hours of any laboratory testing results that indicate contamination, if contamination cannot be remediated and disposal of the production batch will be necessary. 935CMR500.160(2)

Restricting Access to age 21 and older

Toy Town Project, LLC

All employees and registered agents must be 21 years of age or older. 935CMR500.029 or 500.030

All visitors must be 21 years of age or older. 935CMR500.500.002

All consumers entering our Marijuana Retailer must be 21 years of age or older .935CMR500.050(5)

The Company will provide for the accurate and continuous identification of individuals authorized to enter the Dispensary and under no circumstances will anyone under the age of 21 be allowed on the premises. To that end there will be a buzzer with a camera and microphone at the exterior entrance monitored by an Agent. The customer will be required to show a valid ID and at times of heavier traffic a security guard will be outside, check the ID and buzz the customer in to the waiting room.

Once in the waiting room an Agent will check the customers ID to verify the validity of the ID and the age of the holder. Only after verifying all information will the customer be allowed on to the sales floor as space determines.

The Dispensary will conduct electronic video monitoring of all visitors in the parking lot and in the entry area of the Building site to ensure no loitering is taking place and escort individuals away from the public areas around the buildings in the event that any loitering occurs.

Qualifications & Training

Toy Town Project, LLC

Being a new field trained employee are not readily available in the market place and with our Community Host Agreement we have pledged to hire from within the community of Winchendon and that is a policy we are committed to. The quality we will be most looking for is enthusiasm for the product.

Job Descriptions and Employment

Personnel Supervision

The Managing Partner is responsible for all employee supervision at the Company. There will be a General Manager and four floor managers. All Dispensary employees will report to the Dispensary managers. We have attached a detailed description of anticipated positions in our business plan: The following positions will be anticipated at our facility:

Corporate Team

1. Managing partner
2. Treasurer/information Technology

Store Personnel:

1. General manager
2. Floor managers
3. Retail consultants

Roles and Responsibilities The responsibilities of each position within the dispensary will be broken down as detailed below. (A list of anticipated positions and their qualifications. 935 CMR 500.105)

Managing Partner:

- Responsible for creating, communicating, and implementing the organization's vision mission, and overall direction-i.e. leading the development and implantation of the overall organization's strategy.
- Responsible for providing business direction.
- Responsible for recruitment of managers.
- Responsible for fixing prices and signing business deals.
- Responsible for documents on behalf of the company.
- Evaluates the success of the organization.

Treasurer/Information Technology:

- Responsible for managing the organizations budgets.
- Responsible for keeping statistical and financial records.
- Responsible for payroll.
- Responsible to handle administrative and bookkeeping tasks.

- Prepare financial reports.
- Handle financial transactions on behalf of the company.
- Interface with our accountant and bankers.
- Be responsible for payment of tax, levies, and utility bills.
- Be responsible for installing and maintenance of computer software and hardware for the organization Manage logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems.
- Manage the organizations security systems.
- Handle any other financial or technology related duties.

General Manager:

- Responsible for managing the daily activities in dispensary store.
- Responsible for recruiting, training and managing staff.
- Responsible for ordering, selling and controlling stock
- Sources for clients for the company
- Supervise the entire sales staff and workforce
- Responsible for creating marketing and sales strategies Interface with third-party providers (vendors)
- Control the Sales floor inventory
- Ensure that the store facility is in tip top shape and conducive to welcome customers (This includes turning on equipment such as computer, scales, printers)
- Handle any other duty as assigned by the Managing partner Floor Managers
- Supervise the retail consultants
- Ensure that goods and products are properly arranged
- Responsible for planning sales, monitoring inventory Help to ensure consistent quality of products on our rack
- Responsible for sterilizing the counter tops, scales, and other measuring devices
- Handle any other duty as assigned by the General Manager

Retail Consultants:

- Provide first class customer service
- Receive payments on behalf of the organization
- Issues receipts to customers
- Handle any other duty as assigned by the floor manager

We will ensure that employees are trained on job s specific duties prior to performing job functions. 935CMR500.105(2)

Our employees will receive a minimum of eight hours of ongoing training annually. 935 CMR 500.105(2)

Our owners, managers, and employees will complete the Responsible Vendor Program. 935CMR500.105(2)

All new employees will complete the Responsible Vendor Program within 90 days of being hired.
935CMR500.105(2)

We will retain documentation on the Responsible Vendor Program for four years.
935CMR500.105(2)

Training & Confidentiality 935 CMR 500.105 (B)

Management will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Dispensary building. Such training will cover no less than 8 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Training topics conducted by the Manager(s) will include:

- a. Handbook and Job Descriptions
- b. Employment Laws and Employee Rights
- c. Dispensary Operations and Administration as detailed in (935 CMR 500.105)
- d. Leadership Training

Performance Evaluations

The Manager(s) will conduct in-person employee performance evaluations for all new employees after 6 months of employment and for all current employees no less than annually. Performance evaluations will be recorded on the Employee Performance Evaluation Form.

Disciplinary Actions

The Manager(s) will be responsible for taking disciplinary actions against any employee. The Manager(s) will follow the guidelines of the Progressive Discipline Policy. Disciplinary action will be documented by the Manager(s) according to the requirements of the Progressive Discipline Policy and regulations promulgated by the Cannabis Control Commission

Agent Registry Identification Card and Requirements

1. Possession of Agent Registry Identification Card the Company will ensure that the agent has the agent's registry identification card in their immediate possession when the agent is working at the Dispensary, or is transporting cannabis for the Dispensary.

Procedure: No agent shall enter the Dispensary without first showing his/her agent registry identification card to the agent overseeing access and proving that he/she is in actual possession of the registry identification card. The Director of Operations will periodically check with agents within the Dispensary to verify that agents have their registry identification cards in their immediate possession.

2. Agent Registry Identification Card Requirement (500.030) The Company will not allow an individual who does not possess an agent registry identification card issued under the appropriate Site registration certificate to: a. Serve as a principal officer or board member for the Company; b. Be employed by the Company

Procedure: Prior to opening, the Company will ensure that all above-listed individuals have received an agent registry identification card. Any above-listed individual that does not obtain such a card will not be permitted to: be in the Dispensary serve as a principal officer or board member for the Company or be employed by the Company.

3. Notice of a Site's Agent Termination The Company will provide written notice to the Commission, including the date of the event within ten working days after the date, when a site agent no longer: a. Serves as a principal officer or board member for the Company; b. Is employed by the Dispensary, cultivation, extraction or kitchen

Procedure: The Company will maintain an automatic notification system for renewals of registry identification cards and ensure that all renewals are achieved prior to the expiration of any registry identification card for any of the individuals listed above. If a dispensary agent changes status as described above, the Company will ensure that the Commission is immediately notified, and it shall be the responsibility of the Managing Partner to do so.

A staffing plan and records in compliance with 935 CMR 500.105 (9). 935 CMR 500.105 (1)

T.T.A.H will have an alcohol, smoke, and drug- free workplace. 935 CMR 500.105 (1)

A plan describing how confidential information will be maintained. 935 CMR 500.105 (1)

A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105 (1)

Maintaining of Financial Records

The Company's Financial records shall be created, stored, maintained and retained by the Dispensary in accordance with all rules and regulations promulgated by the Commission, and applicable Town, State, Federal as well as any other applicable rules, regulations and laws. The Company will maintain financial records according to the requirements of a Document Retention Policy.

In addition to systems required by the regulation we shall also maintain our own financial software system and will have a local CPA firm review and prepare many required reports.

Payroll will be administrated by a local payroll service and together with our CPA will maintain those records as required.

The following business records shall be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. 935 CMR 500.105 (9)

T.T.A.H is prohibited from utilizing software or other methods to manipulate or alter sales data. 935 CMR 500.140 (6)

T.T.A.H shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data a. 935 CMR 500.140 (6)

T.T.A.H shall maintain records that it has performed the monthly analysis. 935 CMR 500. 140 (6)

If T.T.A.H determines that software or other methods have been installed/ utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. 935 CMR 500.140

T.T.A.H shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. 935 CMR 500. 140 (6)

T.T.A.H shall adopt separate accounting practices at the point – of – sale for marijuana and non-marijuana sales. 935 CMR 500.140 (6)

A retailer that is co- located shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140 (10). 935 CMR 500.140 (6)

Record Keeping Procedures

Toy Town Project, LLC DBA Toy Town Alternative Health

1. Records

The Companies business records shall be created, stored, maintained and retained by the Dispensary in accordance with all rules and regulations promulgated by the Commission, and applicable City and County Ordinances, as well as any other applicable rules, regulations and laws. The Company will maintain business records according to the requirements of the Document Retention Policy. Maintained business records will include, but not be limited to the following items:

- a. Corporate Records
- b. Accounting and Financial Records
- c. Correspondence and Internal Memorandums
- d. Electronic Documents
- e. Legal Files and Papers
- f. Insurance Records
- g. Payroll Documents
- h. Personnel Records
- i. Property Records
- j. Tax Records
- k. Media/Marketing Materials
- l. Miscellaneous Records

2. Retention

a. Method(s) The method of the Companies business record retention will depend on the type of business record to be retained. The Business Record Retention Policy lays out in great detail the method of retention for a given business record.

b. Time-Frame The time-frame of the business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the timeframe of retention for a given business record.

Toy Town Alternative Health will operate in a transparent concise manner from to point of purchase of the wholesale product to the final sale of the product. All will be journalized, and video recorded. We 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 we take, or programs instituted will not violate the Commission's regulations with respect to limitations of ownership or control and all other applicable state laws.

We will maintain a Commission and DOR approved POS sales system. We will have separate accounting practices at the point-of-sale for marijuana and non- marijuana sales. 935CMR500.140(6) We maintain a daily Quick Books accounting plan that will allow us to house all financial information. It will allow us immediate access to:

1. Assets and liabilities
2. Records of all monetary transactions
3. It will house a book of all accounts
4. Journalize all sales
5. We will use an independent Payroll company to record and pay all salary and taxes while maintaining all needed records of employment and wages paid to each employee
6. We will maintain our records in accordance with generally accepted accounting principles. 935CMR500.105(9)

We will comply with 830 CMR 62c.25.1: Record retention and DOR directive 16-1 regarding record keeping requirements. 935CMR500.140(6) We will keep any waste records for at least three years. 935.CMR500.105(12)

We will maintain on site written operating procedures as required by 935CMR500.105(1)(9)

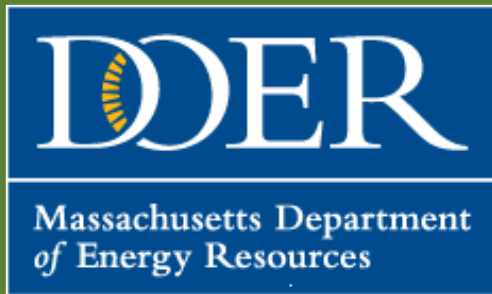
We will maintain inventory records as required by 935cmr500.105(8). 935CMR500.105(9)

We will operate on a seed-to-sale tracking records for all marijuana as required 935CMR500.105(8)((9)

The following personnel records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each agent.
- 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. 935 CMR 500.105 (9)

Cannabis Energy Guidance



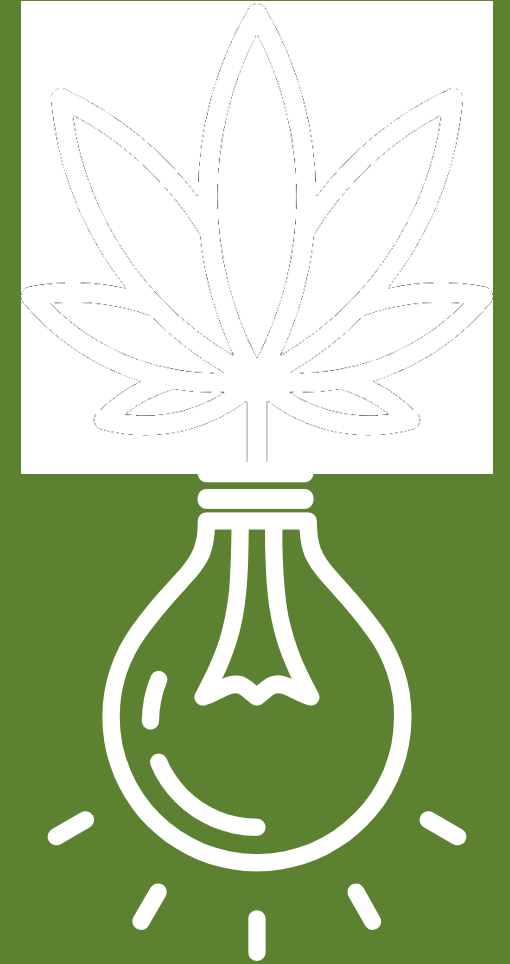
MA Department of Energy Resources

February 2019



Agenda

- Background
 - Process to date
 - Goals
- Guidance for Establishments
- Guidance for Cultivators



Background on Cannabis Energy Regulations and Guidance

- Process to Date
 - CNB Regulations Published in March 2018
 - Incorporated EEA comments regarding energy and environmental regulations
 - CNB Energy and Environment Working Group Convened June 2018
 - Held 2 public listening sessions
 - Received public comment letters from stakeholders – September 2018
 - 2 guidance documents are being developed that are being discussed today
 - Presenting proposed changes to regulations at a later date
- Goals in developing guidance
 - Expand on requirements to demonstrate compliance with regulations
 - Integrate guidance with existing programs and initiatives
 - Clarify requirements
 - Respond to stakeholder feedback

Two Energy Guidance Documents

Establishments

- Important to consider energy and environmental impact when use of a facility starts. Easier to do efficiency upgrades before the space is being used.
- License Types:
 - Microbusiness
 - Manufacturing
 - Retailer
 - Transporter(s)
 - Craft Marijuana Cooperative
 - Independent Testing Laboratory
 - Research Laboratory
 - Cultivators

Cultivators

- Indoor cultivation is a very energy intensive activity because of the horticultural lighting, dehumidification, and HVAC systems that are used.
- Higher energy use in cultivation than other uses, therefore there are specific requirements for cultivators.



Lighting



Dehumidification



HVAC

Demonstrating Compliance

- Policies and procedures are submitted as part of the “Management and Operations Profile”
- Work with CNB to determine best steps in reviewing licenses to demonstrate compliance.



Establishment Guidance



Areas of Compliance for Establishments

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



Energy Efficiency



Demand



Renewables



Establishments Requirements - #1 Energy Efficiency

- Background: There are many opportunities in a Marijuana Establishment to reduce energy usage and costs through energy efficient equipment and operations.
 - Lighting is used by everyone, and there have been many advances in LED lighting over the past few years. Office space, warehouse, horticultural lighting, etc.
 - Heating drives building energy use in the northeast
- Policies and procedures reflect the following elements:
 - A. How energy efficiency decisions will be part of operations and when equipment fails
 - B. How is energy usage being monitored and adjusted
- Ways to demonstrate compliance:
 - A. Listing of energy efficiency upgrades, and the cost and energy savings
 - B. If there are items not being implemented, an explanation of why they are not being implemented

Establishments Requirements - #2 Renewables

- Background: Renewable energy such as solar panels, wind turbines, and renewable thermal can reduce and stabilize energy costs for a Marijuana Establishment.
- Policies and procedures reflect the following elements:
 - A. How establishment is making energy supply decisions, including renewables
- Ways to demonstrate compliance:
 - A. Renewables that were considered for the project
 - B. Where renewables could be placed on site
 - C. If there are items not being implemented, an explanation of why they are not being implemented

Establishments Requirements - #3 Demand

- Background: Demand is how much electricity and Establishment can use at a given time in your facility – more demand means more electricity capacity is needed, and Establishments pay for this capacity on electricity bills.
- Policies and procedures reflect the following elements:
 - A. How energy demand decisions will be part of operations
 - B. How is energy demand being monitored and adjusted
 - C. If the establishment is participating in active demand curtailment programs
- Ways to demonstrate compliance:
 - A. List of strategies to reduce electric demand, with projected demand savings calculations

Establishments Requirements - #4 Mass Save Engagement

- Background: The Mass Save® programs provide financial incentives for energy efficiency measures, including efficient lighting, HVAC, and other equipment, and are available to homes and businesses across the Commonwealth.
- Policies and procedures reflect the following elements:
 - A. How is the establishment regularly engages with energy efficiency programs to be aware of new opportunities
- Ways to demonstrate compliance:
 - A. Engagement with Mass Save® or the local Municipal Light Plant (MLP) energy efficiency programs
 - B. If the establishment received an incentive for energy efficiency

Transporter Specific Requirements

- Background: Vehicles that use alternative fuels, such as biodiesel, electricity, and natural gas help to reduce carbon emissions and increase our energy security.
- Policies and procedures reflect the following elements:
 - A. How establishment makes fleet decisions, and considers new transportation technologies
- Ways to demonstrate compliance:
 - A. Describe the process to select vehicles, and the various options considered
 - B. A description of other energy and water conservations strategies.

Cultivator Guidance



Areas of Compliance for Cultivators

- Per 935 CMR 500.120(11):
 - a) Building Envelope - *The building envelope for all facilities, except greenhouses, must meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.*
 - b) Horticultural Lighting Power Density - *The Lighting Power Densities (LPD) for cultivation space must not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.*
 - c) HVAC and dehumidification systems - *Heating Ventilation and Air Condition (HVAC) and dehumidification systems must meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).*
 - d) Safety - *Safety protocols must be established and documented to protect workers and consumers (e.g., eye protection near operating grow light).*

Demonstrating Compliance for Cultivators

- A letter and supporting documentation ideally would be prepared by a building professional working on the project such as:
 - Professional Engineer or
 - Registered Architect
- Modified requirements could be considered for smaller facilities or agricultural operations (such as submission of certification by Certified Energy Auditor, etc.)

Cultivators Requirements - #1 Building Envelope

- Background: A building envelope is what separates the outside from the inside of a building. Building envelope items include insulation, roofs, windows, doors, walls, etc. Having a tight building envelope is fundamental to good energy performance. Poor performing building envelopes results in wasted energy, increase energy costs, and may have ancillary impacts like neighbor smell complaints.
- Ways to demonstrate compliance:
 - Confirm compliance with building code and submit output from COMcheck™ software

Cultivators Requirements - #2 Horticulture LPD

- Background: Indoor and some greenhouse Cultivators use Horticultural Lighting Equipment to grow plants. These lights are very powerful and have significantly higher energy use and light intensity compared to typical screw in light bulbs. Because there are numerous horticultural lighting technology options, 935 CMR 500.120 (11)(b) sets a lighting power density (LPD) to provide flexibility for Cultivators to make technology decisions that meet the requirements.
- Ways to demonstrate compliance:
 - How the facility complies with LPD standard, including
 - Calculations
 - Plans showing equipment placement and square footage
- Based on public comment, the LPD calculations and requirements will be clarified, including how to measure square footage.

Cultivators Requirements - #3 HVAC and Dehumidification

- Background: HVAC, as well as dehumidification are primary drivers of energy use in a cultivation facility. Air Conditioning is used to cool the air to offset heat generated from lighting. Dehumidification is necessary to remove water used by plants from the air. Cultivator HVAC and dehumidification systems must meet building code.
- Ways to demonstrate compliance:
 - State that systems meet code
 - Provide system details including:
 - Equipment properly sized for the facility
 - Listing of all HVAC and dehumidification equipment and specifications
 - Details on energy recovery ventilation
 - Information on odor mitigation equipment

Cultivators Requirements - #4 Safety

- Background: Long term exposure to horticultural lighting may impact vision. It is important that eye safety protocols be established at time of initial operations and are regularly updated and implemented as part of the Cultivator's detailed written operating procedures. These eye protection requirements are in addition to any other safety protocols required under state, federal, or local law (e.g. OSHA)
- Ways to demonstrate compliance:
 - Description of eye safety plan
 - How eye safety is communicated
 - How safety equipment is provided

Exemptions for Cultivators

- A Cultivator that generates 100% of their energy onsite from a clean or renewable resource is exempt from the Lighting Power Density, and the HVAC and Dehumidification requirements.
 - Listing of application requirements
 - Plan to suggest a revision in regulations
- RMD Grandfathering period, proposed to be extended in guidance
 - A RMD with a final certificate of registration before Xxxx XX 2019, shall have until Yyyy YY, 2021 to comply with 935 CMR 500.120(11) with the exception that any additions or renovations to the facility comply with 935 CMR 500.120(11). A RMD without a final certificate of registration before Xxxx XX, 2019, shall demonstrate compliance with 935 CMR 500.120(11) at time of application.

Annual Energy and Water Reporting

- Per 935 CMR 500.120 (11), “A Marijuana Cultivator ... shall provide energy and water usage reporting to the Commission in a form determined by the Commission.”
- Background: Cultivators provide annual energy and water usage reporting using the Resource Innovation Institute’s Cannabis PowerScore tool that is located on the web at <https://www.cannabispowerscore.org> .
- Requirements: Cultivator provides monthly energy and water reporting, and annual cannabis yield.
- Recommend that this be submitted to CNB as part of annual license renewal.

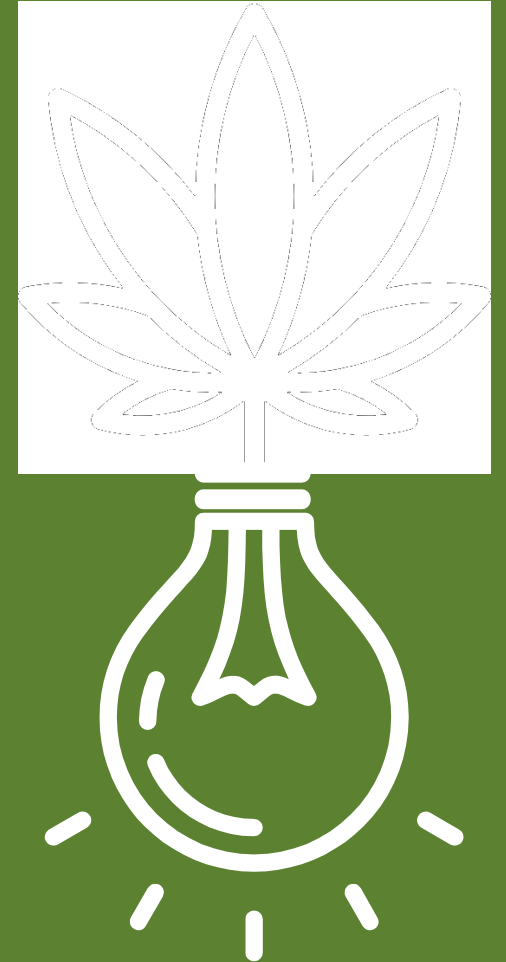
Thank you

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Diversity plan

Toy Town Project, LLC

DBA: Toy Town Alternative Health

Toy Town Project, LLC is committed to hiring a workforce that is diverse in:

1. Race
2. Ethnicity
3. Gender identity
4. Those with Disabilities
5. Sexual Orientation
6. Veterans

We will seek to address inequality and promote equality. We will provide the tools and opportunities as needed for our employees to be successful. In short, we will supply a level playing field with opportunities for all. We will treat everyone the same.

By employing people that have been adversely affected we are specifically offering them financial benefit, and in addition offering them a benefits program.

Through these offerings we will help create a security for our employees. This will give them the opportunity to afford housing, afford food and other needs required to be successful individuals.

Toy town Project LLC is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Toy Town a leader and champion of diversity, both in the city of Winchendon and throughout the cannabis industry.

Toy Town Project 's committed to diversity is reflected in the following goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as sated below, and adjusted as needed if necessary:

Goal One: Achieve at least 50% of our staffing needs from people from diverse backgrounds.

Programs to Achieve Diversity Goal One:

The Demographics we will target will be:

35% women

30% veterans

15% minorities

10% person with disabilities

10% LGBTQ+

We will initiate in house hiring as job positions open up. We will also participate in online diversity job boards and in person job fairs as job openings require at a minimum of once a year.

Create a standing Committee on diversity and Inclusion with membership to be comprised of leaders from all levels of The Toy Town Project LLC hierarchy and across all departments.

Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.

Increase diversity of the make-up of our staff by actively seeking out diverse candidates, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs.

Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/ or sexual harassment, which shall be incorporated into our employee handbook.

Perform intercultural competency assessments of key staff and management to identify areas where additional training may be warranted.

Measurements:

Qualitative Metrics: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Toy Town Project's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow the Company to adjust our programs in the event that our goals are not being achieved.

Quantitative Metrics: We will strive to achieve at least 50% of our staffing needs from people from diverse backgrounds, which shall specifically include minorities, women, veterans, people with disabilities, and people from the LGBTQ community. The personnel files shall be evaluated on a semi-annual basis to determine how many employees from diverse backgrounds occupy positions within the company and that number shall be divided by Toy Town Projects' total staffing at our retail facility to determine the percentage achieved.

Goal Two: Enhance workforce diversity by contracting with diverse businesses.

Diversity in Contracting:

Toy Town Project will make good faith efforts to employ a minimum of 10% of its contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses being a Minority Business Enterprise, a Woman Business Enterprise, a Veteran Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran Owned Business Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Our program for reaching our second goal will be to maintain a catalog of business services owned by our targeted demographic. Listed in the Commonwealth of Massachusetts directory of certified businesses being a minority business enterprise. We will review these listings bi-annually. This will allow us to match our contracting needs as they arise with our catalogued vendors.

Measurements:

Qualitative Metrics: We will seek to have diversity across demographic groups and measure those against the primary ownership of all of our contracted partners, We will strive to not limit our contractual relationships to a single disadvantaged business entity (DBE) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships: i.e. we don't want our contractors to all fall within the same category of DBE and instead will seek to find companies from businesses owned by minorities; women; veterans; people with disabilities; and people of all gender identities and sexual orientations.

Quantitative Metrics: The Company's goal shall be that a minimum of 10% of its contractual expenditures will be through contractual agreements with DBE. We will maintain a database of all cannabis establishment wholesale customers and all ancillary service providers y which to judge our progress toward this contracting goal.

AFFIRMATIVE STATEMENTS

1. The Company acknowledges, is aware of, and will adhere to the requirements set forth under 935CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
3. The Company acknowledges that the progress or success of this plan, in its entirety, must be documented upon renewal of licensure (one year from the grant of provisional licensure, and each year after).

