



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282303
Original Issued Date: 09/16/2020
Issued Date: 08/12/2021
Expiration Date: 09/16/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Berkshire Kind Inc.

Phone Number: 413-344-0264 Email Address: pjs@berkshirekind.com

Business Address 1: 33 State Street

Business Address 2:

Business City: Springfield

Business State: MA

Business Zip Code: 01103

Mailing Address 1: PO Box 4021

Mailing Address 2: 212 Fenn Street

Mailing City: Pittsfield

Mailing State: MA

Mailing Zip Code: 01201

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Philip

Last Name: Silverman

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:	Percentage Of Control:	
Role: Manager	Other Role:	
First Name: David	Last Name: Holmes	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership: 10		
Entity Legal Name: Whalers Trading LLC	Entity DBA:	DBA City:	
Entity Description: Whalers Trading LLC is a single member limited liability company solely owned by Philip Silverman. Silverman used this entity to support pre-development activities and capital resource expenditures.			
Foreign Subsidiary Narrative:			
Entity Phone:	Entity Email:	Entity Website:	
Entity Address 1:	Entity Address 2:		
Entity City:	Entity State:	Entity Zip Code:	
Entity Mailing Address 1:	Entity Mailing Address 2:		
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:	
Relationship Description: Whalers Trading LLC has indirect authority because it is solely owned by Philip Silverman, who is also President and majority owner of Berkshire Kind.			

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael	Last Name: Greenberger	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$1800000	Percentage of Initial Capital: 95
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: 50 Woodland Avenue

Establishment Address 2:

Establishment City: Pittsfield

Establishment Zip Code: 01201

Approximate square footage of the Establishment: 12000

How many abutters does this property have?: 3

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment:

Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	BerkshireKind_Community OutreachMeetingDocumentation.pdf	pdf	5e28c78c69dc9d0456db4f4c	01/22/2020
Plan to Remain Compliant with Local Zoning	Berkshire Kind_Plan to Remain Compliant w Local Zoning.pdf	pdf	5e28cb365a2369047f221dcd	01/22/2020
Certification of Host Community Agreement	BerkshireKind_Pittsfield HCA_Certification Form.pdf	pdf	5e863fa081ed8a355b8d863e	04/02/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$0.01

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Berkshire Kind_Plan for Positive Impact_5_20.pdf	pdf	5ec3f1fa0f96d32d20670b09	05/19/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Philip

Last Name: Silverman Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Michael

Last Name: Greenberger Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role:
First Name: David
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Holmes **Suffix:**

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Whalers Trading **Entity DBA:**

Entity Description: Whalers Trading is a single member LLC solely owned by Philip Silverman for business and investment activities

Phone: 646-290-7002 **Email:** phil@psilverman.com

Primary Business Address 1: 51 Henry St **Primary Business Address 2:**

Primary Business City: Brooklyn **Primary Business State:** NY **Principal Business**
Zip Code: 11201

Additional Information: Whalers Trading LLC has indirect control as a solely owned entity of Philip Silverman, President and majority owner of Berkshire Kind. Whalers Trading is the entity Silverman used for initial project development.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	BerkshireKind_BusinessFormationDocs_2019.pdf	pdf	5d5aa5383567ed1db89df004	08/19/2019
Department of Revenue - Certificate of Good standing	BerkshireKind_DeptRevenue_Certificate of Good Standing.pdf	pdf	5e1caffc0557385733b447c7	01/13/2020
Secretary of Commonwealth - Certificate of Good Standing	BerkshireKind_MAcertificateofGoodStanding_2019.pdf	pdf	5e1cb074bb37d053183e177c	01/13/2020
Bylaws	Berkshire Kind, Inc. - By-Laws.pdf	pdf	5e20b335b846d306c44433fe	01/16/2020
Secretary of Commonwealth - Certificate of Good Standing	MA Dept Unemployment_Cert of Good Standing 5-7-2020.pdf	pdf	5ec3f4bf0f6f0d34840b4485	05/19/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	U D
Department of Unemployment Assistance - Certificate of Good standing	BerkshireKind_UnemployAssist_Certificate of Good Standing_6_9_21.pdf	pdf	60c115bb292d28219d898937	0
Department of Revenue -	Berkshire Kind_LicenseRenewal_CetofGoodStanding_6_16_21.pdf	pdf	60cb5d72af007108a2e9f11e	0

Certificate of
Good standing

Secretary of Commonwealth - Certificate of Good Standing	Berkshire KInd_LicenseRenewal_CertofGoodStanding_SecretaryofCommonwealth_6_21_21.pdf	pdf	60db2109504b25036f753cc6	0
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Massachusetts Business Identification Number: 001395085

Doing-Business-As Name:

DBA Registration City: Springfield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Berkshire Kind Inc_BP_Timeline.pdf	pdf	5d5ee421af9d6f1dd58a008b	08/22/2019
Business Plan	Berkshire KInd_BusinessPlan_1_20.pdf	pdf	5e20b54e4c3b1606ec2b881f	01/16/2020
Plan for Liability Insurance	Berkshire Kind_PlanforObtainingLiabilityInsurance.pdf	pdf	5e29024c5b05c304785e3e1d	01/22/2020
Proposed Timeline	Berkshire Kind Project Timeline _ Updated_6_17_21.pdf	pdf	60d1ed2afb983a0274aa88f9	06/22/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Berkshire Kind_RestrictingAcessto21andOlder1.pdf	pdf	5e1cb26e0557385733b447d6	01/13/2020
Prevention of diversion	Berkshire Kind_PreventionofDiversion1.pdf	pdf	5e1cb299f76dd253236e4ebc	01/13/2020
Transportation of marijuana	Berkshire Kind_TransportationofMarijuana1.pdf	pdf	5e1cb2ced74bf6532ea0333a	01/13/2020
Inventory procedures	Berkshire Kind_InventoryProceeedures1.pdf	pdf	5e1cb2de541f65570b94a028	01/13/2020
Record Keeping procedures	Berkshire Kind_RecordKeepingProcedures1.pdf	pdf	5e1cb34c2f1a06531139989e	01/13/2020
Maintaining of financial records	Berkshire Kind_Maintaining of Financial Records1.pdf	pdf	5e1cb3605e2d54535a9c4e07	01/13/2020
Security plan	Berkshire Kind_SecurityPlan_5_20.pdf	pdf	5ec3f5600e32c52d2bdd26f6	05/19/2020
Storage of marijuana	Berkshire Kind_ProceeeduresforStorage_5_20.pdf	pdf	5ec3f5950e32c52d2bdd26fc	05/19/2020
Quality control and testing	Berkshire Kind_QualityControlandTesting_5_20.pdf	pdf	5ec3f5c51cd17834bad6370c	05/19/2020
Personnel policies including	Berkshire Kind_PersonnelPoliciesandBackgroundChecks_5_20.pdf	pdf	5ec3f60d502f482d48990b75	05/19/2020

background checks				
Qualifications and training	Berkshire Kind_QualificationsandTraning_5_20.pdf	pdf	5ec3f63d5fa02a2d3651e159	05/19/2020
Policies and Procedures for cultivating.	Berkshire Kind_OperatingProceduresforCultivation_5_20.pdf	pdf	5ec3f6b6504715348b1e2bff	05/19/2020
Energy Compliance Plan	Berkshire Kind_LicenseRenewal_EnergyManagementPlan_6_21.pdf	pdf	60db218f629ad9037af1cf9f	06/29/2021
Diversity plan	Berkshire Kind_DiversityPlan_Updated_6_21.pdf	pdf	60db21a0aa87100331f617d1	06/29/2021

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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Local Hiring Program - Although our facility is not anticipated to be competed for approximately 10 months, Berkshire Kind has begun to advance our positive impact plan with the goal of supporting the growth and advancement of both the economy and individuals living within the City of Pittsfield. We have been talking to several local applicants and current employers, and have requested anyone interested to submit resumes to be held for when we begin hiring. One resume has been collected. Once hiring begins to achieve our Positive Impact plan goals, we intend on prioritizing interested individuals within Pittsfield that have no prior training or experience in the cannabis industry as well as for individuals who have past drug convictions.

Berkshire Kind has also been internally discussing changing the location of our planned annual job fair to the Berkshire Innovation Center, which is directly across the street from Berkshire Kind's future facility. Also, in addition to the annual job fair, Berkshire Kind is discussing the implementation of an initial job fair at the Berkshire Innovation Center, prior to the opening of the facility to further identify targeted applicants to fill positions. Correspondence with the Berkshire Innovation Center is attached for documentation.

Progress or Success Goal 2

Description of Progress or Success: Berkshire Kind's Grow Program - Berkshire Kind has begun initial work on developing their educational Grow Program. Currently, topics for seminars are being discussed to determine which ones will benefit interested individuals the most and should be held first. Topics identified as initial seminars options include Mass MJ licensing, business development (including Business Plan writing),

Cannabis project execution, and cannabis career development which will expose individuals to the various job opportunities and identify the skills needed to take advantage of these opportunities. Berkshire Kind has also reached out the Berkshire Innovation Center to hold the seminars at their facility as well as provide input on the educational topic to be presented. Correspondence with the Executive Director of the Berkshire Innovation Center is attached for documentation.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Berkshire Kind is currently working with its General Contractor (GC) to identify MWBE and Veteran owned businesses able to supply products and services during construction of our facility. Massachusetts Office of Supplier Diversity - Certified business directory has been downloaded and is being used to identify qualifying companies. RFP's are currently being developed and are expected to be sent out to identified MWBE and Veteran owned businesses for products and services within the next 2 months. A potential MWBE and Veteran business list has been developed by our GC and included as documentation of advancement. The downloaded MA Supplier Diversity contractor list has also been included for documentation.

Diversity Progress or Success 2

Description of Progress or Success: Local Hiring Program - Although our facility is not anticipated to be completed for approximately 10 months, Berkshire Kind has begun to advance our positive impact plan with the goal of providing the opportunity for employment with Berkshire Kind for any Minority, Women, Veteran, Person with Disability, or LGBTQ+ individuals. We have been talking to several local applicants and current employers, and have requested anyone interested to submit resumes to be held for when we begin hiring. One Veteran resume has been collected. Once hiring begins to achieve our Positive Impact plan goals, we intend on interviewing Minority, Women, Veteran, Person with Disability, or LGBTQ+ applicants first to fulfill diversity goals.

Berkshire Kind has also been internally discussing changing the location of our planned annual job fair to the Berkshire Innovation Center, which is directly across the street from Berkshire Kind's future facility. Also, in addition to the annual job fair, Berkshire Kind is discussing the implementation of an initial job fair at the Berkshire Innovation Center, prior to the opening of the facility to further identify targeted applicants to fill positions. Correspondence with the Berkshire Innovation Center is attached for documentation.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: 9:00 AM	Saturday To: 5:00 PM
Sunday From: Closed	Sunday To: Closed

Community Outreach Meeting Attestation Form

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

I, Philip Silverman, (*insert name*) attest as an authorized representative of Berkshire Kind Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on November 19, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on November 11, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on November 7, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on November 6, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

ATTACHMENT B

**RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA**

Public Notice – Pittsfield Community Outreach Meeting

2019 NOV -7 AM 10:05

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 19, 2019 at 5:00 pm at the Berkshire Athenaeum: Pittsfield's Public Library, One Wendell Avenue, Pittsfield, MA 01201. The proposed Tier 2 marijuana cultivation facility by Berkshire Kind Inc. is anticipated to be located at Site #4 on Woodlawn Avenue in the William Stanley Business Park, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

ATTACHMENT C

Berkshire Kind Inc.
212 Fenn St. #4021
Pittsfield, MA 01201

November 6, 2019

Pittsfield Economic Development Authority
P.O. Box 617
Pittsfield, MA 01201-0617

Re: Community Outreach Meeting
Berkshire Kind - Notice to Property Abutters

To whom it may concern,

As a requirement for licensure in the State of Massachusetts, we are required to hold a Community Outreach meeting and notify all occupants within 300 feet of the project site. The proposed location is Site #4 on Woodlawn Ave. in Pittsfield's William Stanley Business Park. This letter and attached public notice are our formal notification to the Pittsfield Economic Development Authority for Berkshire Kind's Community Outreach Meeting being held Nov. 19, 2019 at 5pm in the Berkshire Athenaeum.

Sincerely,

Philip Silverman
Berkshire Kind Inc.

Berkshire Kind**Plan to Remain Compliant with Local Zoning**

Berkshire Kind Inc believes in working together with the community we reside in. Prior to developing our site plan and layout a meeting was held at City Hall for all relevant City Departments, including Codes Dept., Zoning Dept., Engineering Dept., the Community Development Office, Police Dept., and Fire Dept. to discuss the project and develop a working relationship. Berkshire Kind has made an effort to meet with as many members of the administration as possible.

In each case, City administration and other officials have determined that our proposed location in the William Stanley Business Park complies with local zoning and building codes. We will maintain close relationships with all relevant stakeholders throughout the construction or modification of a facility. Berkshire Kind will continue to ensure compliance with local zoning through completion of the local site plan approval process as well as monitoring of changes to local codes and zoning ordinances, and ongoing collaboration with elected officials and inspectors.

Host Community Agreement Certification Form

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

Applicant

I, Philip Silverman, (*insert name*) certify as an authorized representative of Berkshire Kind Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Pittsfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 2/25/20 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Linda M. Tyer, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (*insert name of host community*) to certify that the applicant and City of Pittsfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4/1/2020 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

BERKSHIRE KIND INC.
50 WOODLAWN AVENUE
PITTSFIELD, MA 01201
(413)-344-0264

June 2, 2021


City of Pittsfield
Community Development: Permitting Coordinator
70 Allen Street
Pittsfield, MA 01201

Re: Berkshire Kind Cultivation License Renewal
Municipal Cost Documentation

Dear Mr. Joyner,

As a requirement for our Massachusetts Cannabis Cultivation license renewal, Berkshire Kind would like to request records of any cost to the City of Pittsfield reasonably related to the operation of Berkshire Kind's establishment. Please feel free to include actual and anticipated costs associated with the operation of Berkshire Kind's establishment. If no costs have been incurred, a response indicating such would be appreciated. Thank you and if you have any questions, please feel free to contact me anytime.

Sincerely,



Philip Silverman
Owner



CITY OF PITTSFIELD
OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200,
PITTSFIELD, MASSACHUSETTS 01201

Tel. (413) 499-9352
Solicitor@cityofpittsfield.org

June 8, 2021

Philip Silverman
Berkshire Kind, Inc.
212 Fenn Street, #4021
Pittsfield, MA 01201

Re: 50 Woodlawn Avenue, Pittsfield, MA

Dear Mr. Silverman:

In response to your request pursuant to 935 CMR 500.103(4)(f) for documentation from the City of Pittsfield for the records of any cost incurred by the City "reasonably related to the operation of the establishment, which would include the [C]ity's . . . anticipated and actual expenses resulting from the operation of the establishment in its community," we are enclosing the attached memo and exhibits.

The enactment of Chapter 334 of the Acts of 2016 (The Regulation and Taxation of Marijuana Act) introduced a new land use in to our community. In response, after researching how local governments in other parts of the country have been impacted by this land use, the City put in place permitting processes for the cultivation, manufacturing, transportation, testing, and retail sales of cannabis products. We also established a standard Host Community Agreement, fee structure, and memorandum documenting the basis for the fee structure all as provided for under the Act. Copies of these documents are attached.

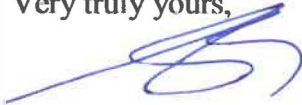
These procedures have ensured the community is reasonably compensated for the work involved in establishing this new land use in our community. Abutting property owners, residents and businesses have an opportunity to be involved in the development of cannabis businesses in our community.

To date, twenty two (22) marijuana related facilities have received local regulatory approvals in Pittsfield and have executed Host Community Agreements. Three (3) facilities/locations have opened for business, Berkshire Roots at 501 Dalton Avenue (Medical/Recreational Retail, Cultivation, Manufacturing, and Transporting), Temescal Wellness at 10 Callahan Drive (Medical/Recreational Retail) and Bloom Brothers on 2 Larch Street (Recreational Retail). As illustrated on the attached spreadsheet, some locations hold multiple licenses and conduct

multiple cannabis-related uses at a single location. Based on local permitting activities, we anticipate three (3) additional retail locations will open within the next 12 months, with additional cultivation and manufacturing uses receiving their Commence Operations status from the CCC.

The memo provides estimated municipal costs related to the permitting, development, monitoring and operation of a marijuana establishment in our community. Once more of permitted facilities go into operation, these cost estimates will be reviewed and updated.

Very truly yours,



Stephen N. Pagnotta
City Solicitor

Enclosures

c: Mayor Tyer
Matt Kerwood, Finance Director
Nate Joyner, Permitting Coordinator

RECREATIONAL ADULT USE HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT ("Agreement") is entered into as of _____ ("Effective Date") by and between [Organization Name] with its main office presently located at [Business Mailing Address] herein referred to as ("XX") and the City of Pittsfield ("CITY"), a municipal corporation validly existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 70 Allen St, Pittsfield, MA 01201. Collectively, XX and the CITY may be referred to as "Parties".

RECITALS

WHEREAS, the Massachusetts Cannabis Control Commission ("CCC") has granted, or is expected to grant, XX a license to operate a Marijuana Retailer ("MR") at a property located at [Business Address], Pittsfield, MA 01201 ("Premises").

WHEREAS, XX, upon being granted an Approval to Sell by the CCC and all other required permits, licenses and approvals from the CITY to begin sales of adult-use marijuana in compliance with 935 CMR 500, agrees to pay certain community impact fees to the CITY in order to provide financial resources to be used for the betterment of the CITY as determined by the City in its sole discretion.

WHEREAS, section 25 of Chapter 55 of the Acts of 2017, styled "An Act to Ensure Safe Access to Marijuana", provides that "[a]n agreement between a . . . medical marijuana treatment center and a host community may include a community impact fee for the host community, provided, however that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the establishment and shall, in no event, amount to more than 3 percent of the gross sales of the establishment or be effective for longer than 5 years."

WHEREAS, section 25 of Chapter 55 of the Acts of 2017 further provides that "[a]ny cost to a city or town imposed by the operation of marijuana establishment shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4 of the General Laws."

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, XX offers and the CITY accepts this Agreement in accordance with M.G.L. c. 44, § 53A, and the Parties hereby agree as follows:

1. **Host Community Fees.** The parties stipulate and agree that the CITY will incur additional expenses and impacts upon the CITY's road system, law enforcement, fire protection services, inspectional services, permitting services and public health services. Accordingly, in order to mitigate any such impacts upon the CITY and use of CITY resources, XX shall pay fees to the CITY, on a biannual basis, as follows:

- (a) for the first year of operation, an amount equal to Sixty Thousand Dollars (\$60,000); and
- (b) for the second year of operation, an amount equal to One Hundred Thousand Dollars (\$100,000); and
- (c) for the third year of operation, an amount equal to One Hundred Fifty Thousand Dollars (\$150,000); and
- (d) for the fourth year of operation, an amount equal to Two Hundred Thousand Dollars (\$200,000); and
- (e) for the fifth year of operation, an amount equal to Two Hundred Thousand Dollars (\$200,000).

The initial payment of the Host Community Fee to the CITY shall be made on or before the first of July or January, whichever occurs first, following the end of the first six (6) months from the day XX commences adult-use marijuana sales from the Premises. Thereafter, Host Community Fee payments shall be made to the CITY on or before the first of July and the first of January each year. XX shall notify the CITY when it commences adult-use marijuana sales within the CITY at the Premises. The Host Community Fee shall continue being paid by XX to the CITY, until XX ceases the adult-use marijuana sales at the Premises or upon the expiration of Five (5) years after the Execution Date, whichever is earlier. While the purpose of the Host Community Fee is to assist the CITY in addressing any public health, safety or other effects or impacts the Premises may have on the CITY, the CITY may expend all such fees at the CITY's sole and absolute discretion.

2. Local Preference. Except for senior management positions, XX commits to hiring the majority of its employees from the local communities, to the extent permitted by law. In addition to the direct hiring, XX will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Pittsfield area where possible.
3. Property Taxes. Except as provided in section 44 of Chapter 55 of the Acts of 2017, at all times during the Term of this Agreement, all property, both real and personal, owned or operated by XX shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by XX or by its landlord to the CITY, and XX shall not object to or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned or operated by XX is determined to be non-taxable or partially non-taxable, a determination of which the XX agrees not to seek at any time during this Agreement or (ii) if XX is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then XX shall pay, as an additional fee to the CITY, an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption ("Additional Fee"). Such Additional Fee payments shall be in addition to all payment obligations owed by XX under Section 1 of this Agreement.

4. Right to Re-Open.

(a) In the event that XX enters into a host community agreement or other similar agreement with another municipality in the Commonwealth of Massachusetts that contains financial terms more beneficial to such municipality than this Agreement provides to the CITY, taking into consideration the marketplace, number of other operating adult-use marijuana facilities and customers in the municipality as compared to the CITY, XX agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee set forth in this Agreement to reflect any such better terms.

(b) If, during the term of this Agreement, the Host Community Fees imposed upon XX under this Agreement are determined to exceed the costs imposed upon the CITY by the operation of the Premises, then the CITY agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee such that the fee is reasonably related to the costs imposed upon the CITY due to XX's operation of the Premises.

5. Permits and Licenses. The Parties agree that this Agreement and all terms, conditions and requirements contained herein, are subject to, and conditioned upon XX obtaining the required registrations, permits and licenses to sell adult-use marijuana at the Premises. If, for any reason, XX is unable to obtain the required permits and licenses to operate, this Agreement shall be null and void and neither Party shall have any further obligations under this Agreement.

6. Omitted.

7. Term. This Agreement shall go into effect on the Effective Date and shall terminate in the event that XX ceases its MR operations in the CITY or XX's MR license is revoked by the CCC. This Agreement shall terminate upon the occurrence or existence of the appointment of a trustee, receiver or other custodian for any substantial part of XX's assets, or if XX petitions for, permits or suffers insolvency, bankruptcy, liquidation or a winding up of its business or assets. Furthermore, in accordance with section 25 of Chapter 55 of the Acts of 2017, this Agreement shall terminate no later than Five (5) years after the Execution Date. In the event of termination, payments due in that Six (6) month period shall be prorated based on the number of days of operation during said Six (6) month period.

8. Local Authority. This Agreement does not waive, limit, control, govern or in any way describe the legal authority of any CITY board, commission, committee, officer or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend or revoke any permit, license or other approval with respect to, XX, the Premises or any MR thereon; nor does it waive, limit, control, govern or in any way describe the legal authority of the Pittsfield Police Department to investigate, prevent or take action against any criminal activity with respect to XX, the Premises or any MR thereon. Nothing in this

Agreement presumes, implies, suggests or otherwise creates any promise either that XX shall obtain or retain any or all local permits, licenses and other approvals that are required in order to operate an MR at the Premises, or that the CITY shall be required to support or assist in any application for the same. The CITY, by entering into this Agreement is not thereby required or obligated to issue such permits and approvals as may be necessary for the MR to operate in the CITY, or to refrain from enforcement action against XX and/or the Premises for violations of the terms of said permits, approvals and or applicable statutes, ordinances and regulations. The CITY acknowledges that XX may now or in the future enjoy certain rights under the laws of the Commonwealth, and in further consideration of the payments contemplated under this Agreement the CITY agrees that it will refrain from imposing any restrictions on XX's exercise of any rights that may arise solely under such laws. Notwithstanding any other provision of this Section 8, the CITY hereby acknowledges that XX's obligations under this Agreement are contingent upon XX's successful and timely operation of its business, and the CITY therefore agrees to promptly provide XX with a certificate of occupancy for the entirety of the Premises upon XX's substantial completion of the permitted work at the Premises.

9. Common Agreement. No MR or marijuana establishment shall sell or otherwise distribute within the CITY adult-use marijuana or adult-use marijuana infused products, including any products containing or consisting of THC or CBD, unless and until such MR or marijuana establishment has entered into a Host Community Agreement with the same terms, conditions and restrictions as appear within this Agreement. For the avoidance of doubt, the CITY agrees and acknowledges that it will impose upon any MR or marijuana establishment operating within the CITY the same financial and other obligations set forth in this Agreement.
10. Notices. Any and all notices or other communications required or permitted under the Agreement by either Party to the other shall be in writing and delivered by mail, postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service.

(a) Notice to XX shall be delivered to:

[Business Mailing Address]

(b) Notice to CITY shall be delivered to:

City of Pittsfield
Mayor's Office
70 Allen St
Pittsfield, MA 01201

11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.

12. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either Party not receiving the benefit of its bargain.
15. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
16. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
17. Acknowledgement. The individuals signing below have full authority to do so by the entity on behalf of which they have signed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

CITY OF PITTSFIELD

[Organization Name]

Linda M. Tyer, Mayor

[Organization Representative] [Date]

Entity Name	Business Address	License Category	Start of Business	Location Notes
Berkshire Roots	501 Dalton Avenue	Medical Dispensary	April 7, 2018	
Temescal Wellness	10 Callahan Drive	Medical Dispensary	October 13, 2018	
Heka Inc.	745 East Street	Medical Dispensary		
Berkshire Roots	501 Dalton Avenue	Recreational Retail	April 6, 2019	
Temescal Wellness	10 Callahan Drive	Recreational Retail	January 15, 2019	
Green Biz LLC dba "Colonial Cann	1021 South Street	Recreational Retail	November 16, 2020	
Krypies LLC	1450 East Street	Recreational Retail		
Slang LLC dba Bloom Brothers	2 Larch Street	Recreational Retail	March 2, 2020	
Heka Inc.	745 East Street	Recreational Retail		
Herbal Pathways LLC (dba HiBrid)	1317 East Street	Recreational Retail		
Pure Botanicals	239 West Street	Recreational Retail		
EOS Farms LLC (Organic Chemistry)	68 Dalton Ave	Recreational Retail		
Mint Dispensaries LLC	1035 South Street	Recreational Retail		
True East Leaf	161 Seymour Street	Recreational Retail		
Berkshire Roots	501 Dalton Ave	Cultivation Tier 1 - 3	April 7, 2018	Co-located
Mass Yield Cultivation	8 Commercial Street	Cultivation Tier 1 - 3		
Commonwealth Cultivation	74 Downing Parkway	Cultivation Tier 1 - 3		
West County Collective	370 Cloverdale Street	Cultivation Tier 1 - 3		
Elevated Gardens	17 Taconic Park Drive	Cultivation Tier 1 - 3		
Pure Botanicals	239 West Street	Cultivation Tier 1 - 3		Co-located
Northeast Cultivation LLC	997 Pecks Road	Cultivation Tier 8 - 11		
EOS Farms LLC	973 Barker Road	Cultivation Tier 8 - 11	March 18, 2021	1/1/2022
True East Leaf	161 Seymour Street	Cultivation Tier 1 - 3		
J-BAM	71 Downing Parkway	Cultivation Tier 1 - 3		
Berkshire Kind, Inc	50 Woodlawn Ave	Cultivation Tier 1 - 3		
Sunhouse Mass LLC	428 Merrill Rd	Cultivation		
Berkshire Roots	501 Dalton Ave	Manufacturing (<10,00 s.f.)	April 7, 2018	Co-located
Climb Cannabis	70 Jefferson Place	Manufacturing (<10,00 s.f.)		
Commonwealth Cultivation	74 Downing Parkway	Manufacturing (<10,00 s.f.)		Co-located
EOS Farms LLC	68 Dalton Ave	Manufacturing (<10,00 s.f.)		Co-located
Berkshire Roots	501 Dalton Ave	Transporter (Existing Licensee)		Co-located

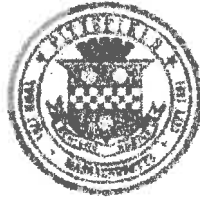


CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

RECREATIONAL MARIJUANA HOST COMMUNITY IMPACT FEE TABLE

State License Category		City Annual Community Impact Fee
Indoor or Outdoor Cultivator Tier 1: up to 5,000 square feet Tier 2: 5,001 to 10,000 sq. ft. Tier 3: 10,001 to 20,000 sq. ft. Tier 4: 20,001 to 30,000 sq. ft. Tier 5: 30,001 to 40,000 sq. ft. Tier 6: 40,001 to 50,000 sq. ft. Tier 7: 50,001 to 60,000 sq. ft. Tier 8: 60,001 to 70,000 sq. ft. Tier 9: 70,001 to 80,000 sq. ft. Tier 10: 80,001 to 90,000 sq. ft. Tier 11: 90,001 to 100,000 sq. ft.	Tier 1 – 3 Tier 4 – 7 Tier 8 - 11	\$10,000 \$30,000 \$50,000
Retail (Lower of flat fee or 3% of gross sales applies)	Year 1 Year 2 Year 3 Year 4 Year 5	\$60,000 \$100,000 \$150,000 \$200,000 \$200,000
Manufacturing	Less than 10,000 sq. ft. 10,001 - 50,000 sq. ft. Greater than 50,000 sq. ft.	\$5,000 \$20,000 \$40,000
Independent Testing Laboratory		\$5,000
Research Laboratory		\$5,000
Transporter		\$5,000



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

MEMORANDUM

TO: File

FROM: Deanna L. Ruffer & Nate Joyner

DATE: April 30, 2018

SUBJECT: HCA HOST FEE SCHEDULE

Host Community Agreements are governed under MA General Law, Chapter 94G, Section 3(d). This statute includes provisions for a community impact fee provided that "the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years".

The purpose of this memo is to summarize for the record the types of costs anticipated to be "reasonably related to the costs imposed on the City" as a result of these two new uses in our community.

The analysis of anticipated costs has been informed by internal discussions, information available from other communities in Massachusetts, the Cannabis Control Commission, and other third party information sources such as seminars presented by law firms, etc., information obtain through review of experience in other states, and discussions with permitted and proposed marijuana business owners – including the general impression by marijuana business owners that recreational marijuana businesses can be expected to have 3 to 4 times the magnitude of impact on the community in comparison to medical marijuana businesses. Finally, this analysis is also guided by the regulatory cap on community impact fees of three percent of gross revenues.

Ramp-up Costs

The City's costs date back to the voters' approval of the Massachusetts Regulation and Taxation Act (Question 4) on November 8, 2016. From this date, to April 2018 when the first application was received, it is estimated that the equivalent of one full time employee's effort went in to preparing for this new use. This effort involved a range of personnel including but not limited to the Mayor, City

Attorney, Finance Director, City Clerk, Assessor, Community Development Director, City Planner, Permit Coordinator, and related administrative staff. For the purpose of determining the cost of this effort, a blended rate of \$40.00 per hour is used plus an indirect rate of 30%, for a total rate of \$52.00 per hour. Based on an estimated 2,800 hours, the total cost was \$145,600.

Based on market research and initial inquiries, it is anticipated that the local market can absorb 2-3 medical marijuana establishments and 10-12 recreational marijuana facilities, for a total of 12-15 establishments. Using the lower end of this range, *ramp up costs to be applied to each permitted facilities would be \$14,560.*

Development Costs

At a minimum, medical and recreational marijuana establishments are required to obtain site plan approval from the City's Community Development Board, approval of a special permit from the City's Zoning Board of Appeals, and a building permit. Additional costs would be required if other permits were required, such as an Order of Conditions from the Conservation Commission. The estimated cost for this permitting process (per establishment) is as follows. In general, these costs are based on FY19 costs and some hourly rates are blended; these costs are expected to inflate annually due to cost of living adjustments, etc. and may change based on the actual staff doing the work. No cost is charged for the board time, as the members are volunteers; although there is definite value to the board time invested in each application.

Category of Cost	FY19 Hourly Rate (including benefits)	Estimated Level of Effort	Total Cost
Administrative Staff	\$20	20	\$ 400
Community Development Director	\$50	10	\$ 500
City Planner	\$36	60	\$2,160
Permitting Coordinator	\$28	60	\$1,680
City Clerk's Office	\$30	2	\$ 60
Building permitting & inspections	\$40	60	\$2,400
TOTAL/Establishment			\$7,200
ANNUALLIZED COST (over 5 years)			\$1,440

Operational Costs

A retail marijuana establishment was used as the prototype for developing an estimate of the service costs related to an operational marijuana establishment. This was based on the decision that a retail establishment has the most customers (and thus the most traffic, etc.) and thus has the greatest potential to impact the community and its residents. This is not to say that other types of marijuana establishments would not have impacts or require municipal services. In fact, experience in other states has shown that all types of marijuana establishments can impact a community and municipal services.

Some of the types of ongoing services anticipated to be required in direct relationship to the establishment of retail marijuana establishment include but are not limited to:

- Public Safety – traffic impacts, customer volume impacts, additional patrols required in the vicinity of such establishments, on and off site traffic related incidents, development of new policies and procedures, and new training directly related to interaction with people who may be using marijuana or other cannabis based products.
- Public Health – additional health related inquiries, public education needs, and other issues and needs amongst the general population as well as direct users of marijuana or other cannabis based products.
- Zoning – response to complaints from customers of the establishments and from abutters or the community about a specific establishment.
- Finance/administrative – administration of Host Community Agreements, including collection of delinquent fees when required.
- Public School System – additional resources need in public schools to address the consequences of open use of marijuana and cannabis based products in students' home environments and the abuse of such products by minors.

The above does not include any one time, special request, or contractual services the establishment may seek from the City. This type of service is considered to be outside the scope of the Host Community Agreement.

While at this time it is not possible to estimate the actual costs of the above, for the purpose of developing the Host Community Fee Schedule it has been estimated that this work will be the equivalent of two full time employees per year. Recognizing that this service may involve a number of employees with a range of annual compensation and benefits, for the purpose of establishing Host Community Fees, the conservatively estimated average annual cost per full time employee is \$75,000 per year including benefits, for a **total cost of \$150,000/year**.

In addition, it is anticipated that for recreational marijuana establishments the level of service impact will vary by type of establishment with retail establishments anticipated to require the highest level of ongoing services (or said another way, have the highest level of impact on the community). It is also recognized that the size of facility could influence the level of impact and service requirement, particularly with regard to cultivation and manufacturing establishments. As a result, the estimated variation in level of impact on services has been estimated as follows, with a retail establishment anticipated to require 100% of the level of service identified above.

Type of Establishment	Average Level of Impact	Average Cost per Year
Retail	100%	\$150,000
Indoor or Outdoor Cultivation	10%	\$ 15,000
Manufacturing	5%	\$ 7,500

Annual Evaluation Costs

As this is a new use in the City and Commonwealth, it is anticipated that annual reviews of the operations will be undertaken by the City. This annual evaluation will, at a minimum, include a review and analysis of:

- Nature and number of community reactions and enforcement actions taken over the course of the prior year.
- Traffic impacts – possibly including traffic counts
- Stormwater and other site related impacts – including site visits and potentially evaluation by independent consultants

It is anticipated that the cost of the above review and analysis could range from less than \$500 to several thousand dollars per year, depending on the type and size of the establishment and the nature of its management and operations. For the purpose of establishing the Host Community Fee Schedule, it is estimated that the **average cost will be \$1,500 per year.**

In addition, it is anticipated that one or more annual municipal inspection, similar to those required by other state regulated businesses such as liquor stores, will be required involving public health, building inspections and fire inspection staff. Assuming a three member team, this annual inspection is anticipated to take 12 hours of inspection time and 4 hours of administrative time, at an **annual cost of \$560 per establishment.**

Community Costs

For the purpose of informing the development of this estimate, the range of services provided, the needs and costs incurred in the community related to substance abuse and public education regarding the use of controlled substances were reviewed. More than twenty organizations are involved in providing services in response to these needs, at an aggregate combined cost in the millions per year. Using this information as a guide to the type of services that could be needed, as well as what may be needed to proactively avoid the need for such services, it is estimated that conservatively the city could/should invest at least \$200,000 per year in programs targeted toward recreational marijuana. Based on the industry analysis that the local market can support 10-12 retail marijuana establishments in Pittsfield, the resulting **Community Cost would be \$20,000 per establishment.**

Summary of Projected Costs

The following table compiles the above cost components by type of recreational marijuana facility.

Cost Category	Estimated Average Annual Cost		
	Retail	Indoor or Outdoor Cultivation	Manufacturing
Ramp-Up	\$14,560	\$14,560	\$14,560
Development	\$1,440	\$1,440	\$1,440
Operations	\$150,000	\$15,000	\$7,500

Evaluation	\$2,060	\$2,060	\$2,060
Community	\$20,000	\$20,000	\$20,000
TOTAL	\$188,060	\$53,060	\$45,560

Fee Schedule

The attached Fee Schedule has been prepared based on the above analysis. Furthermore, this schedule takes into consideration that the level of impact to the City and thus the level of services required by each establishment may vary by establishment and may be higher in the early years and stabilize in later years. In other instances, such as public health and school system related needs and costs may increase over time. By comparison, it is anticipated that the level of sales for an individual establishment may start low and increase over time. As a result, the proposed Fee Schedule under compensates the City in the early years of operation, making up for these losses in the later years of the Host Community Agreements.

Berkshire Kind Inc.
Plan for Positive Impact

Overview

Berkshire Kind has developed a Plan for Positive Impact for its host community, the City of Pittsfield. This plan supports the community as a whole, as well as past or present residents of the City of Pittsfield, a community defined as an “area of disproportionate impact,” by the Massachusetts Cannabis Control Commission. Plan goals and programs are aimed at supporting the growth and advancement of both the economy and individuals living within the City of Pittsfield.

Berkshire Kind’s Plan for Positive Impact focuses on in the implementation of two programs developed to achieve the desired outcome of the plan, otherwise known as the plan’s goals. Berkshire Kind’s Plan for Positive Impact goals are as follows:

Berkshire Kind Plan for Positive Impact Goals

1. Reduce barriers to entry and employment in the commercial adult-use cannabis industry for Pittsfield residents. Berkshire Kind will make available positions for interested individuals within Pittsfield that have no prior training or experience in the cannabis industry as well as for individuals who have past drug convictions. Positions will be publicly posted. Berkshire Kind’s hiring goal is 50% of its facility associates to be hired residing within Pittsfield, that have no prior experience and 20% of its facility associates to be hired residing within Pittsfield, that have prior drug convictions.
2. Provide mentoring, professional, and technical services related to the inclusion in the cannabis industry for individuals and businesses within the City of Pittsfield facing systemic barriers; specifically targeting individuals with prior drug related convictions or credit related issues that impede employment and business startup opportunities. Bi-annual professional / mentoring advancement sessions will be held to discuss issues and develop individual support activities for interested attendees. Berkshire Kind’s goal is to have 10 attendees per educational session and support the advancement in the cannabis industry of 4 individuals and / or businesses per year with continued mentoring.

Berkshire Kind Plan for Positive Impact Programs: (detailed actions, activities, or processes that will be utilized or implemented to achieve the outlined goals;)

Berkshire Kind Local Hiring Initiative - This program focusses on direct outreach to Pittsfield residents looking for employment with Berkshire Kind that have no prior experience or background in the cannabis industry as well as for individuals who have past drug convictions. Individuals will be targeted through public notices whenever positions become available as well as an annual Berkshire Kind hosted Job Fair to be located at the Berkshire Athenaeum, Pittsfield’s Public Library. Berkshire Kind will also notify MassHire Berkshire Career Center when positions become available.

Berkshire Kind Grow Program – An educational and mentoring program for Pittsfield residents and businesses interested in learning more about the cannabis industry in general, what opportunities are available throughout the cannabis industry, and how to develop competitive skills and resumes

focused on employment and /or development of businesses in the cannabis industry. Berkshire Kind will provide free bi-annual educational and technical cannabis industry information seminars, to be held in a publicly available, handicap accessible location for any individual or business residing in the City of Pittsfield. Seminars will be published for public notice in the local newspaper. Seminars will cover topics related to employment and business start-up in the cannabis industry including but not limited to cultivation basics, Mass. cannabis regulations and business environment, RMD Licensing, and basic cannabis business management. Additionally, for interested individuals and businesses that participate in Berkshire Kind's Grow Program, Berkshire Kind will provide customized mentoring and business development services. These activities will be designed specifically to meet the needs of the individual or business being mentored and may be anything from individual resume development and business plan development, to specific skill education and MA State licensure consulting.

Berkshire Kind Plan for Positive Impact Measurements: Each program implemented through Berkshire Kind's Positive Impact Plan will be assessed annually for progress and success. Measurements collected for each program include:

Local Hiring Initiative - Berkshire Kind's hiring goal is 50% of its facility associates to be hired residing within Pittsfield, that have no prior experience, as well as 20% of its facility associates to be hired residing within Pittsfield, that have prior drug convictions.

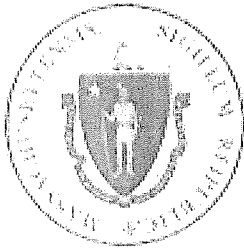
This program will be measured by the number of Individuals submitting applications to Berkshire Kind, residing in or having resided in the City of Pittsfield with no prior experience in the cannabis industry or with prior drug convictions. This number will be compared to the total number of individuals submitting applications to measure success.

Berkshire Kind Grow Program - Berkshire Kind's goal is to have 10 attendees per educational session and support the advancement in the cannabis industry of 4 individuals and / or businesses per year with continued mentoring.

This program will be measured by the following criteria:

- Number of individuals from Pittsfield, attending the continuing education informational seminars and on what topics
- Number of businesses from Pittsfield, attending continuing education informational seminars and on what topics
- Name and addresses of individuals and / or businesses requesting continued mentoring / consulting services from Berkshire Kind after attending the Grow Program's education informational seminars and on what topics.

Berkshire Kind acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and 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.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001395085

ARTICLE I

The exact name of the corporation is:

BERKSHIRE KIND, INC.

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

NONE

ARTICLE V

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

ARTICLE V: RESTRICTIONS ON THE TRANSFER OF STOCK SECTION 1. VOLUNTARY TRANSFER. (A) ANY STOCKHOLDER WHO DESIRES TO TRANSFER ALL OR ANY PART OF THE STOCK OWNED BY HIM/HER WITHOUT CONSIDERATION, SHALL NOTIFY THE CORPORATION IN WRITING, NAMING THE PROPOSED TRANSFEREE AND AN ARBITRATOR. THE CORPORATION

N MAY WITHIN THIRTY (30) DAYS THEREAFTER GIVE WRITTEN NOTICE TO THE STOCKHOL
DER NAMING A SECOND ARBITRATOR. THE TWO ARBITRATORS SO NAMED SHALL WITHIN
TEN (10) DAYS NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASC
ERTAIN BY MAJORITY VOTE WITHIN AN ADDITIONAL THIRTY (30) DAYS THE FAIR MARKET
VALUE OF THE STOCK. AFTER THE REPORT OF THE ARBITRATORS AS TO SUCH VALUE, THE
BOARD OF DIRECTORS SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS WITHIN WHICH TO
PURCHASE SUCH STOCK OR TO DESIGNATE A PERSON OR PERSONS TO PURCHASE THE SA
ME OR ANY SPECIFIED PART THEREOF AT SUCH VALUE. IN THE EVENT THE CORPORATION
DOES NOT EXERCISE ITS RIGHT TO PURCHASE WITHIN SAID THIRTY (30) DAYS, WRITTEN N
OTICE OF SUCH DETERMINATION SHALL BE GIVEN TO THE STOCKHOLDER AND THEREAFT
ER THE STOCKHOLDER MAY DISPOSE OF THE SAME IN THE MANNER SET OUT IN HIS WRIT
TEN NOTICE WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE LAST THIRTY (30) D
AY PERIOD. IF THE STOCKHOLDER DOES NOT SO DISPOSE OF SUCH STOCK, ALL OF THE R
ESTRICTIONS IMPOSED HEREIN SHALL APPLY TO ALL OF THE STOCK OWNED BY HIM/HER.
(B) ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATO
RS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNE
D BY HIM/HER OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOA
RD OF DIRECTORS, IN THE MANNER FOLLOWING: HE/SHE SHALL NOTIFY THE DIRECTORS
OF HIS DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CON
TAIN THE PRICE AT WHICH HE/SHE IS WILLING TO SELL OR TRANSFER AND THE NAME OF
ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY (30) DAYS THEREAFTER EITHER
ACCEPT THE OFFER, OR BY NOTICE TO HIM/HER IN WRITING NAME A SECOND ARBITRATO
R, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRAT
ORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLEC
T OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORIT
Y MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFF
ER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTO
RS SHALL HAVE THIRTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VAL
UATION, BUT IF AT THE EXPIRATION OF THIRTY (30) DAYS, THE CORPORATION SHALL NOT
HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT L
IBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE/SHE MAY SEE FIT. NO SHARES OF S
TOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL TH
ESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN AN
Y PARTICULAR INSTANCE WAIVE THE REQUIREMENT. SECTION 2. INVOLUNTARY TRANSF
ER ANY PERSON ACQUIRING ANY SHARES OF STOCK BY THE INSOLVENCY OR BANKRUPT
CY OF ANY STOCKHOLDER, BY THE FORECLOSURE OF ANY PLEDGE OR HYPOTHECATION,
OR BY ANY OTHER INVOLUNTARY TRANSFER OR ASSIGNMENT, OR BY DEATH, OR OTHER
WISE BY PROCESS OF LAW, BEFORE BEING ENTITLED TO EXERCISE ANY RIGHTS AS A HOL
DER OF SUCH STOCK OF THE CORPORATION, SHALL OFFER IN WRITING ALL OF SUCH AC
QUIRED SHARES TO THE CORPORATION FOR PURCHASE BY IT AND DELIVER TO THE CORP
ORATION TOGETHER WITH SUCH OFFER, (1) THE CERTIFICATE OR CERTIFICATES REPRE
SENTING ALL OF SUCH SHARES OR STOCK (2) PROPER PROOF OR AUTHENTICATION OF SUC
H PERSON'S RIGHT TO ACQUIRE SUCH SHARES AND TO TRANSFER THE SAME, AND (3) A ST
OCK POWER OR POWERS DULY EXECUTED IN BLANK BY SUCH PERSON. SUCH OFFER SHA
LL BE MADE WITHIN THIRTY (30) DAYS OF SUCH INVOLUNTARY TRANSFER AND SHALL NA
ME ONE ARBITRATOR. THE CORPORATION MAY WITHIN THIRTY (30) DAYS THEREAFTER GI
VE WRITTEN NOTICE TO THE STOCKHOLDER NAMING A SECOND ARBITRATOR. THE TWO
ARBITRATORS SO NAMED SHALL WITHIN TEN (10) DAYS NAME A THIRD. IT SHALL THEN BE
THE DUTY OF THE ARBITRATORS TO ASCERTAIN BY MAJORITY VOTE WITHIN AN ADDITIO
NAL THIRTY (30) DAYS THE FAIR MARKET VALUE OF THE STOCK. AFTER THE REPORT OF T
HE ARBITRATORS AS TO SUCH VALUE, THE BOARD OF DIRECTORS SHALL HAVE AN ADDITI
ONAL THIRTY (30) DAYS WITHIN WHICH TO PURCHASE SUCH STOCK OR TO DESIGNATE IN
WRITING A PERSON OR PERSONS TO PURCHASE THE SAME OR ANY SPECIFIED PART THER
EOF AT SUCH VALUE. IN THE EVENT THAT THE CORPORATION DOES NOT ELECT TO EXERC

USE ITS OPTION HEREUNDER, THE SHARES OF STOCK SO ACQUIRED SHALL BE TRANSFERRED ON THE BOOKS OF THE CORPORATION INTO THE NAME OF THE PERSON ACQUIRING THE SAME AND SUCH STOCK SHALL THEREAFTER BE SUBJECT TO ALL THE RESTRICTIONS IMPOSED BY THIS ARTICLE. SECTION 3. MISCELLANEOUS. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THE PROVISIONS CONTAINED HEREIN HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THESE REQUIREMENTS. A PLEDGE OR HYPOTHECATION SHALL NOT BE SUBJECT TO THIS RESTRICTION, AND PRIOR TO FORECLOSURE NO TRANSFER OF THE SHARES PLEDGED OR HYPOTHECATED SHALL BE MADE BY THE CORPORATION ON ITS BOOKS (EXCEPT TO ANY EXTENT REQUIRED BY LAW). IF THE PLEDGE OR HYPOTHECATION SHALL BE FORECLOSED, ANY SUCH TRANSFER SHALL BE SUBJECT TO THIS RESTRICTION. THE FOLLOWING STATEMENT SHALL BE LEGIBLY STAMPED OR ENDORSED UPON EACH CERTIFICATE OF STOCK OF THE CORPORATION NOW OWNED OR HEREAFTER ACQUIRED: THIS CERTIFICATE IS SUBJECT TO AND TRANSFERABLE ON THE BOOKS OF THE CORPORATION ONLY UPON COMPLIANCE WITH THE PROVISIONS OF THE STOCK RESTRICTION PROVISIONS APPLICABLE THERETO, A COPY OF WHICH WILL BE SUPPLIED TO THE HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE CLERK OF THE CORPORATION. EACH STOCKHOLDER SHALL SURRENDER TO THE CORPORATION ALL OF THE CERTIFICATES OF STOCK IN THE CORPORATION NOW OWNED OR HEREAFTER ACQUIRED BY HIM/HER AND THE CORPORATION SHALL INSCRIBE THEREON THE LEGEND SET FORTH IN THE PRECEDING SENTENCE AND RETURN SAID CERTIFICATES TO THE STOCKHOLDER.

ARTICLE VI

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

(A) THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY LAW THE BY-LAWS REQUIRE ACTION BY THE STOCKHOLDER. (B) MEETINGS OF THE STOCKHOLDERS MAY BE HELD ANYWHERE IN THE UNITED STATES. (C) THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE IT WOULD HAVE THE POWER TO CONDUCT ITSELF.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: BACON WILSON, P.C.

No. and Street: 33 STATE STREET

City or Town: SPRINGFIELD

State: MA

Zip: 01103

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	PHILIP SILVERMAN	75 HENRY STREET, TH51 BROOKLYN, NY 11201 USA
TREASURER	PHILIP SILVERMAN	75 HENRY STREET, TH51 BROOKLYN, NY 11201 USA
SECRETARY	PHILIP SILVERMAN	75 HENRY STREET, TH51 BROOKLYN, NY 11201 USA
DIRECTOR	PHILIP SILVERMAN	75 HENRY STREET, TH51 BROOKLYN, NY 11201 USA

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

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

HORTICULTURE

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

No. and Street: 33 STATE STREET
City or Town: SPRINGFIELD State: MA Zip: 01103 Country: USA

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

No. and Street: 33 STATE STREET
City or Town: SPRINGFIELD State: MA Zip: 01103 Country: USA
which is

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

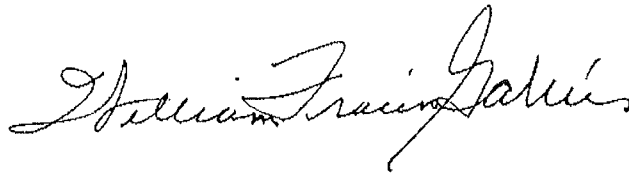
Signed this 30 Day of July, 2019 at 9:10:27 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

PHILIP SILVERMAN

THE COMMONWEALTH OF MASSACHUSETTS

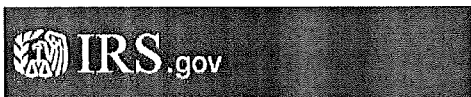
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

July 30, 2019 09:09 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



EIN Assistant

Your Progress:

1. Identity

2. Authenticate


3. Addresses

4. Details

5. EIN Confirmation



Congratulations! Your EIN has been successfully assigned.EIN Assigned: **84-2557812**Legal Name: **BERKSHIRE KIND INC****IMPORTANT:****Save and/or print this page and the confirmation letter below for your permanent records.**

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

 [CLICK HERE for Your EIN Confirmation Letter](#) [Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

[Continue >>](#)**Help Topics**

-  [What if I do not have access to a printer at this time?](#)
-  [Can I access this letter at a later date?](#)

Date of this notice: 07-30-2019

Employer Identification Number:
84-2557812

Form: SS-4

Number of this notice: CP 575 A

BERKSHIRE KIND INC
33 STATE ST
SPRINGFIELD, MA 01103

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2557812. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BERK. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

07-30-2019 BERK B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

999999999999

DATE OF THIS NOTICE: 07-30-2019

EMPLOYER IDENTIFICATION NUMBER: 84-2557812

FORM: SS-4

NOBOD

BERKSHIRE KIND INC
33 STATE ST
SPRINGFIELD, MA 01103



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1837148224
Notice Date: December 30, 2019
Case ID: 0-000-737-460



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ISAAC FLEISHER
BERKSHIRE KIND INC
33 STATE ST
SPRINGFIELD MA 01103-2003

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: August 20, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
BERKSHIRE KIND, INC.

is a domestic corporation organized on **July 30, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19080379690

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

Processed by:

BY-LAWS

of

Berkshire Kind, Inc.

ARTICLE I

Articles of Organization

The name and purposes of the corporation shall be as set forth in the Articles of Organization. Upon the filing of the Articles of Organization, Philip Silverman has been elected as sole President, Treasurer, Secretary, and Director of the corporation. These By-Laws, the powers of the corporation and its Directors and stockholders, and all matters concerning the conduct and regulation of the business of the corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended or restated.

ARTICLE II

Fiscal Year

Except as from time to time otherwise determined by the Director(s), the fiscal year of the corporation shall end each year on December 31st.

ARTICLE III

Meetings of Stockholders

Section I. Annual Meetings.

The annual meeting of the stockholders shall be held on the second Tuesday in March of each year (or if it be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the Board

of Directors or the President. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Board of Directors of the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these By-Laws or otherwise all the force effect of an annual meeting.

Section 2. Special Meetings.

A special meeting of the stockholders may be called at any time by the president, or by majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place, and purposes of the meeting.

Section 3. Place of Meetings.

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as designated by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. Any adjourned session of any meeting of the stockholders shall be held at such place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as is designated in the vote of adjournment.

Section 4. Notice of Meetings.

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seven days before the meeting to each stockholder

entitled to vote thereat and to each stockholder who is otherwise entitled by law or by the Articles of Organization to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer or by a person designated either by the Secretary, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these By-Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5. Quorum.

At any meeting of the stockholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting; except that if two or more classes or series, then in the case of each such classes or series a quorum for that matter shall consist of a majority in interest of all stock of that class or series issued and outstanding; and except when a larger quorum is required by law, by the Articles of Organization or by these By-Laws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice, providing that a quorum is present at said adjourned time.

Section 6. Action by Vote.

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 7. Voting.

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them or recorded according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 8. Action by Consent.

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Proxies.

Stockholders entitled to vote may vote either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the Secretary or the person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of

such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE IV

Directors

Section 1. Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 2. Enumeration, Election and Term of Office.

The Board of Directors shall consist of not less than three (3) Directors, unless there are fewer than three (3) stockholders, in which case the Board of Directors shall consist of not less than the number of stockholders. The number of the Directors shall be as determined from time to time by the stockholders and may be enlarged by vote of a majority of the Directors then in office. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office until the next annual election of Directors and until his successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 4. Special Meetings.

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by two or more Directors, reasonable notice thereof being given to each director by the Secretary or an Assistant Secretary, or, if there be none by the Secretary or an Assistant Secretary, by the officer or one of the Directors calling the meeting.

Section 5. Notice.

It shall be reasonable and sufficient notice to a Director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting

prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

Section 6. Quorum.

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of all of the Directors then in office. Whether or not a quorum is present any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these By-Laws.

Section 7. Action by Consent.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors at a meeting.

Section 8. Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the

same manner as is provided by these By-Laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE V

Officers and Agents

Section 1. Enumeration; Qualification.

The officers of the corporation shall be a President, Treasurer, a Secretary, and such other officers, if any, as the incorporators at the initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion appoint. Any officer may be, but none need be a Director or stockholder. The Secretary shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amounts and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

Section 2. Powers.

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as the Directors may from time to time designate.

Section 3. Election.

The President, the Treasurer and the Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of the stockholders. Other officers, if any, may be elected or appointed by the Board of Directors at said meeting or at any other time.

Section 4. Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, the President, the Treasurer and the Secretary shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

Section 5. President and Vice-Presidents.

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors, he shall preside, when present, at all meetings of stockholders and of the Board of Directors.

Any Vice-President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

Section 6. Treasurer and Assistant Treasurer.

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

Section 7. Secretary and Assistant Secretaries.

The Secretary shall keep a record of the meetings of stockholders and directors. In the absence of the Secretary from any meeting of stockholders or directors, an Assistant Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary.

ARTICLE VI

Resignations, Removals and Vacancies

Section 1. Resignations.

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Secretary or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof.

Section 2. Removals.

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by unanimous vote of the holders of the shares entitled to vote in the election of Directors, provided that the Directors of a class elected by a

particular class of stockholders may be removed only by the vote of the holders of a majority of the shares of the particular class of stockholders entitled to vote for the election of such Directors.

The Directors may by vote of a majority of the Directors then in office remove any Director for cause.

The Director may remove any officer from office with or without assignment of cause by vote of a majority of the Directors then in office.

If cause is assigned for removal of any Director or officer such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposed to remove him.

The Directors may by unanimous vote terminate or modify the authority of any agent or employee.

Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provisions shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

Section 3. Vacancies.

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the stockholders at a meeting called for the

purpose; provided, however, that any vacancy resulting from action by the stockholder may be filled by the stockholder at the same meeting at which such action was taken by them.

If the office of any officer becomes vacant, the Directors may elect or appoint a successor by unanimous vote.

Each such successor shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

ARTICLE VII

Indemnification of Directors and Others

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

- (a) Such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:
 - (i) by a disinterested majority of the Directors then in office; or
 - (ii) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or officer; or
- (b) In the absence of action by disinterested directors or stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law. As used in this Article, the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

ARTICLE VIII

Stock

Section 1. Stock Authorized.

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

Section 2. Issue of Authorized Unissued Capital Stock.

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus. Attached hereto the By-Laws as Exhibit A is a list of the current capitalization of the corporation.

Section 3. Certificates of Stock.

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the class and the designation of the series, if any, of the shares held by him. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation.

Every certificate for shares of stock subject to any restriction or transfer pursuant to the Articles of Organization, these By-Laws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the

face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 4. Transfers.

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address.

Notwithstanding the foregoing, no stockholder shall have the right to transfer all or any part of his/her shares of stock without the vote or written consent of stockholders holding a majority of all stock issued (the “Majority Stockholder(s)”). Any transfer of stock in compliance with this Section 4 shall be deemed effective as of the last day of the calendar month in which the stockholders’ consent thereto was given.

Section 5. Lost, Mutilated, or Destroyed Certificates.

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

Section 6. Transfer Agent and Registrar.

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

Section 7. Setting Record Date and Closing Transfer Records.

The Board of Directors may fix in advance a time not more than sixty days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such

dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the corporation for all or any part of such sixty day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

Section 8. Drag-Along Rights

In the event that the Majority Stockholder(s) accept an offer to purchase their Shares from a bona fide third party, the Majority Stockholder(s) may send a written notice (the “Drag-Along Notice”) to the other stockholders (the “Drag-Along Sellers”) specifying the name of the purchaser, the consideration payable per share and a summary of the material terms of such proposed purchase. Upon receipt of a Drag-Along Notice, each Drag-Along Seller shall be obligated to (i) sell all of its shares, free of any encumbrance, in the transaction contemplated by the Drag-Along Notice on the same terms and conditions as the Majority Stockholder(s) (including payment of its Pro Rata Share of all costs associated with such transaction), and (ii) otherwise take all necessary action to cause the consummation of such transaction, including voting its shares in favor of such transaction and not exercising any appraisal rights in connection therewith. Each Drag-Along Seller further agrees to take all actions (including

executing documents) in connection with consummation of the proposed transaction as may reasonably be requested of it by the Majority Stockholder(s).

ARTICLE IX

Miscellaneous Provisions

Section 1. Execution of Papers.

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

Section 2. Voting of Securities.

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

Section 3. Corporate Seal.

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

Section 4. Corporate Records.

The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the Incorporators and stockholders, and the stock and transfer records, which

shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Secretary or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereto or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 5. Evidence of Authority.

A certificate by the Secretary or Assistant Secretary as to any matter relative to the Articles of Organization, By-Laws, records, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

ARTICLE X

Amendments

These By-Laws may be amended or repealed in whole or in part by the unanimous vote of the holders of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors by unanimous vote may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing

by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting.

Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

ARTICLE XI

Repayment Arrangement

Any payment paid to an officer of the corporation such as a salary, commission, bonus, interest, or rent, for entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his or her future compensation payments, until the amount owed to the corporation has been recovered.

EXHIBIT A

CAPITALIZATION TABLE

Total Authorized Common Shares: 275,000

Total Issued Common Shares: 27,500

<u>SHAREHOLDER</u>	<u>CLASS OF SHARES</u>	<u>NUMBER OF SHARES AUTHORIZED</u>	<u>NUMBER OF SHARES ISSUED</u>	<u>RELATIVE OWNERSHIP (FULLY DILUTED)</u>	<u>RELATIVE OWNERSHIP (AS OF EFFECTIVE DATE)</u>
Whaler's Trading, LLC	Common	27,500	27,500	10%	100%
Series A Investors	Preferred	82,500	0	30%	0%
Philip Silverman	Common	82,500	0	30%	0%
Founders Pool (authorized but unissued)	Common	82,500	0	30%	0%
TOTAL		275,000	27,500	100%	100%



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



204961055

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Berkshire Kind Inc.
33 STATE STREET
SPRINGFIELD, MA 01103

EAN: 22164335
May 07, 2020

Certificate Id:37821

The Department of Unemployment Assistance certifies that as of 5/7/2020 ,Berkshire Kind Inc. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

Berkshire Kind, Inc.

Business Plan

2019

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II. Executive Summary

Berkshire Kind Inc. is a cannabis cultivation company formed in August 2019 by Philip Silverman. Incorporated in the Commonwealth of Massachusetts, Berkshire Kind will produce the highest quality cannabis for recreational adult-use market in Massachusetts. Berkshire Kind will initially develop a state of the art 12,000 square foot indoor cultivation facility with approximately 5,000 square feet of cannabis canopy. The facility will be located on a 1.5-acre lot in the William Stanley Business Park in Pittsfield, Mass. Environmental systems and controls will provide the optimal growing conditions to maximize yield per square foot.

The State of Massachusetts legalized the recreational use of marijuana for adults and established the Cannabis Control Commission (CCC) to regulate the industry and process applications for cultivation permits as of April 1, 2018. Berkshire Kind has begun the process to license a Tier 2 facility and anticipates a provisional license to be obtained by June 2020 with final approval and license from the State by December 2020.

Berkshire Kind has a competitive advantage for operating out of Massachusetts namely:

- 1. Location** Western Massachusetts provides an exceptional area with a large population of cannabis users with a limited supply. Additionally, operating costs in this part of the state are lower than eastern Mass., and the local communities like Pittsfield are welcoming to the cannabis industry as a way of increasing economic activity and job creation.
- 2. Regulatory Environment** Massachusetts has instituted a complex set of rules and regulations to govern the cannabis industry. Managements long history of working with state regulators and local governments on a various cannabis projects in other states give Berkshire Kind the expertise to efficiently navigate the permitting and compliance required by Massachusetts regulatory agencies.
- 3. Proactive Community** – The selected site at the Williams Stanley Business Park has been marketed by Pittsfield Economic Development Agency (PEDA) for cannabis businesses except retail. This informal approval shows the community's interest in exploring the burgeoning cannabis industry. Berkshire Kind has already met with PEDA and has secured an option to purchase site #4 at the business park.

Additional general business advantages:

- 4. Management** brings a wide breath of experience and past success in project design and execution, permitting and compliance, inventory and operations management, business finance, branding and marketing and cannabis cultivation.

5. **Cultivation Facility Development** – Management has extensive experience and expertise in the development of cannabis cultivation facilities throughout the Western US. This experience provides the framework necessary to build and operate a successful cannabis operation in Massachusetts.
6. **Aligned Incentives** - Management will primarily be compensated based on success of the business thereby aligning their interests with the interests of shareholders.

Berkshire Kind intends to take advantage of its unique positioning and knowledge of the Massachusetts market via a two-phased approach:

- **Phase I:** Berkshire Kind plans to open a fully licensed for-profit adult-use recreational cannabis cultivation facility in Pittsfield, Massachusetts to capitalize on the demand for quality marijuana. Berkshire Kind will focus on the premium marijuana market and initially sell bulk product to dispensaries to meet the high demand. This will be followed up with offering smaller individually packaged private label products using innovative branding and marketing strategies.
- **Phase II:** will expand Berkshire Kind's current facility in Pittsfield to 20,000 sq. ft. in size. This expansion project will increase both the facility's cannabis output as well as revenue generating ability by the facility.

A survey conducted by the Massachusetts Department of Public Health in June 2018, demonstrated that around 21% of the resident adults of Massachusetts utilized cannabis in the past 30 days.¹ Extrapolating the data, Massachusetts, with a population of around 7 million, 80% of which are over the age of 18 according to the US Census Bureau, around 1.1 million adults that used cannabis in the past 30 days. This puts Massachusetts among the states with the highest rate of use in the US. The Marijuana Business Fact Book also estimates there will be between 900,000 and 1.1 million adult users in the state of Massachusetts. Given the lengthy and comprehensive permitting process there is currently a severe lack of supply of cannabis in the market to meet the demand. In fact, dispensaries have limited the amount of cannabis that can be bought by recreational users due to the lack of supply.²

Company Vision

Berkshire Kind's goal is to be an industry leader in cultivating and producing the highest quality adult-use premium "craft" cannabis.

¹ Massachusetts Department of Public Health, "Marijuana Baseline Health Study Report of Findings" Jun 29, 2018.

² Jessica Bartlett, "Both Mass. Pot Shops Are Limiting Purchases to Manage Supply" *Boston Business Journal*, Dec 11, 2018.

Proposed Location

Berkshire Kind has been approved by the Pittsfield Economic Development Authority to locate their facility at a shovel ready site in the William Stanley Business Park in Pittsfield, Mass. Parcels in the park are ideal for Berkshire Kind due to:

- Already zoned by the City for cannabis business activity other than retail operations
- Utilities including water, gas, and electric already on-site
- Facility parking already exists
- Proximity to I-90

Berkshire Kind will lease a 20,000 sq. ft. building on site #4, a 1.5-acre parcel in the William Stanley Business Park from Pittsfield Real Estate Partners and develop a 12,000 facility in a portion of the building. Berkshire Kind has already executed an option to purchase with the Pittsfield Economic Development Agency (PEDA) to purchase site #4 at the William Stanley Business Park. Once ready, Berkshire Kind will assign the option for purchase to Pittsfield Real Estate Partners. Pittsfield Real Estate Partners will then build the 20,000 sq. ft. building and lease it to Berkshire Kind for facility development.

Once phase 1 is complete and Berkshire Kind is ready to expand, there is the additional area in the building to allow for Phase II expansion and increased production.

Berkshire Kind Products

Berkshire Kind cultivation management team will ensure our cultivation facility produces a consistent and diverse supply of high-quality adult use marijuana while adhering to Massachusetts regulations 935 CMR 500.000 and all applicable state and local regulations. Using advanced hydroponic cultivation methodology, and sound operating procedures, Berkshire Kind will produce high quality adult use cannabis.

Berkshire Kind's will begin cultivation with a minimum of 6 strains of cannabis to include:

- 2 Indica Dominant Strains
- 2 Sativa Dominant Strains and;
- 2 Hybrid Strains

Strain diversity will allow Berkshire Kind to provide licensed retailers and MIP Manufacturers various products focused on the different effect's strains provide customers. Additional strains will be incorporated into cultivation as innovation in the industry evolve and as customer feedback dictates.

Initially Berkshire Kind sales and marketing will focus on producing and offering a wholesale “Craft” line of premium recreational cannabis for dispensaries and cannabis product manufacturers. This line will consist of high-quality small batch strains of varying profiles. These initial strains will be used to develop the high grade “craft” cannabis that will eventually be marketed as our premium label product and sold in individually packaged containers. It is the goal of Berkshire Kind to build brand loyalty and capture greater market share through innovation, quality, and consistency.

III. Operations Summary

Berkshire Kind will operate in accordance with standard business operating practices as well as Massachusetts regulation 935 CMR 500.000. Management of operations will be separated into three main categories to include:

- Financial Management, Investor Relations, and Accounting to be overseen by Philip Silverman
- General Facility Operations, including cultivation, product processing, and inventory management to be overseen by David Holmes.

Utilizing state of the art hydroponic growing and environmental systems, Berkshire Kind will have maximum control over the cultivation of the plants. The grow team will visually monitor the plants daily and be able to control the overall environment the plants are subject to, and all the inputs into the system. This includes temperature, humidity, light cycles, carbon dioxide levels, and air quality. Furthermore, each different strain of cannabis produced will received custom tailored nutrients to maximize the quality and quantity of the strain being grown.

Berkshire Kind has begun to apply for a Massachusetts Tier 2 license which allows the facility to develop up to 10,000 sq. ft. of canopy. The initial Berkshire Kind facility will have two 2,000 sq. ft. flower rooms, one 700 sq. ft. two-tier vegetation room, one 500 sq. ft. clone / seedling room, and one 500 sq. ft. mother plant area.

The facility will utilize video surveillance 24 hours a day, 365 days per year, monitoring all egress points as well as any location within the facility where marijuana is processed, stored, or grown. Perimeter alarms will add additional security at all doors and windows. Additionally, the primary system will also have a backup system in place should any failure occur with the primary system. Berkshire Kind will utilize a local security monitoring company to maintain the system as well as coordinate with the local authorities.

The Berkshire Kind team will have remote access to all security cameras as well as the grow rooms. Utilizing Wi-Fi, the grow team will have the ability to make necessary adjustments to grow environments to assure for maximum growth potential or remotely control the environment in the event of an emergency.

The team has been studying cannabis trends, and hydroponic science as growing numbers of cannabis customers have become interested in extremely high-quality cannabis. High quality cannabis requires knowledge and care to produce. Additionally, our facility control systems will be designed to provide the best environment for the plants in each stage of growth for hydroponically grown plants. During facility development the Berkshire Kind team will identify the optimum design and take into consideration the room size; length, width and ceiling height; the lighting; the number of lamps and wattage and whether they are vertically or horizontally mounted; the desired or required numbers of plants, and most importantly facility activity pathways. Also, with advanced hydroponic growing methods and lighting, our systems will provide the best, highest yields available. Hydroponically grown cannabis will thrive off the optimally developed nutrients and water source to achieve a smoother and tastier final product.

Detailed Operation descriptions can be found in the Appendix and include:

- Policies and Procedures for the Cultivation of Cannabis
- Personnel Policies including Background Checks
- Record Keeping
- Qualifications and Training
- Quality Control and Testing
- Inventory Procedures
- Disposal of Cannabis Waste, Expired, and Contaminated Products
- Transportation of Cannabis
- Storage of Cannabis

IV. Neighborhood Compatibility Plan, Site Plan, and Environmental Benefits

The Berkshire Kind proposed facility location is at a shovel ready site in Williams Stanley Business Park in Pittsfield, Mass. This former GE contaminated site has been remediated and sitting vacant for over a decade. Berkshire Kind, in partnership with Pittsfield Real Estate Partners LLC will redevelop this site and provide a new look to this vacant site for the City.

This previously developed industrial park is ideal for Berkshire Kind because it has all the utility connections needed currently available. Additionally, this centralized Pittsfield location means that our state-of the-art, commercial cultivation facility will complement and enhance the neighborhood.

The facility will be constructed in accordance with Massachusetts 935 CMR 500.000 as well as all other state and local regulations, and comply with local building codes, land conversion, grading, electricity, water usage, riparian habitat protection, and agricultural discharge requirements. No cultivation shall be visible from the exterior of the facility. Odor control will be managed with an array of exhaust filters, ultra-violet light technology and a positive air pressure eliminating internal odors from being emitted externally.

We anticipate a rise in the property values of the surrounding properties due to capital improvements made on our site. Our site-plan details the improvements that will be made to the proposed site, including the exterior lighting, landscaping, and structural elements. Berkshire Kind believes in maximizing energy efficiency while minimizing our environmental impact and being a leader in “Green” cultivation. All fertilizers and nutrients we use will be bio-safe for use in our operation and will ensure the health and safety of our employees, customers and the surrounding community. Our wastewater when possible will be repurposed to feed landscaping elements, including shrubs, trees, and other similar vegetation.

V. Community Benefits

Berkshire Kind is committed to the growth and development of the Western Massachusetts economy, people, and its unique New England culture. This local enterprise is a collaborative effort to contribute to a vibrant local economy. Berkshire Kind will implement a Plan for Positive Impact that emphasizes hiring from within the local community whenever possible. We believe local jobs for the local economy is the preferred model to grow our business and connect with the community at large.

Additional community benefits include redevelopment of a vacant brownfield site within the City.

VI. Project Timeline

- | | |
|---|----------|
| • Startup Capital, Begin License Application/Process | Aug 2019 |
| • Select Engineering and Architectural Firm | |
| • Facility Site Secured (William Stanley Business Park Site #4 Option Executed) | Nov 2019 |
| • Conduct Community Outreach Meeting | Nov 2019 |
| • Execute Host Community Agreement with City of Pittsfield | Feb 2019 |

- Submit Initial MA License Application Feb 2020
- Obtain Site Plan Approval Feb 2020
- Provisional Licenses approved June 2020
- Finalize Purchase of Site #4 at William Stanley Business Park June 2020
- Facility Construction begins June 2020
 - Begins once Provisional License is approved (June 2020)
 - Includes 20,000 sq. ft. building, grow rooms, processing areas, offices, etc.
- Facility Construction completed Nov 2020
- Final Cultivation and Manufacturing Licenses received Dec 2020
- Harvest 1 start Dec 2020
 - Dec through Mar -4-month lead-time for 1st grow season, Subsequent season lead-times will be approx. 2.5 months
- 1st Harvest completed Mar 2021
- Start of wholesale sales Apr 2021

VII. Distribution Plan

Berkshire Kind will pursue multiple pronged distribution strategy. The first part will be to

1. Develop relationships with non-vertically integrated dispensaries, meaning they do not have cultivation facilities. Based on our research into other states that have legalized recreational use cannabis, we estimate there will be a very significant percentage of dispensaries that are not vertically integrated. These dispensaries will rely on cultivators for their inventory. We will begin contacting dispensaries prior to our first harvest to build our network and database of potential customers. Furthermore, since license information is public record on the Cannabis Control Commission's website, we can see what new dispensaries are receiving licensees and if they are cultivating.
2. Pursue a joint venture agreement with a dispensary that is not vertically integrated. This will allow Berkshire Kind to have a dispensary that can be relied upon to purchase product and the dispensary can count on a cultivator that will give them preferential access and pricing to product. This can be especially important for dispensaries early on due to the very significant under supply of cannabis currently in the market.
3. Become the "back-up" supplier to a vertically integrated company so that they have access to product when either their internal cultivation is not meeting the demand of their retail customer, if we are able to supplement their product offering with our

premium stains, or if we are able to provide product with a higher gross margin than on the cultivation part of their business. We believe this is possible due our facility being in a very low-cost part of the state.

4. The fourth part of the strategy is to sell to companies who will produce non-flower cannabis products. These include edibles, concentrates, and other cannabis products.

VIII. Facility Development Structure

Berkshire Kind plans to partner with Pittsfield Real Estate Partners, a real estate development company to execute facility development and commissioning.

Berkshire Kind has already raised capital and entered into a purchase option for site #4 at the Williams Stanley Business Park. Once ready, Berkshire Kind will assign the option for purchase to Pittsfield Real Estate Partners, who will buy the land and construct the building. The building will then be built and eventually leased to Berkshire Kind for operations.

X. Start-up Expenses and Capitalization – Phase I

The founders of Berkshire Kind have invested \$100,000 to start the company and get the permitting and design process started.

General Facility Equipment

Facility Security System (Including indoor and outdoor camera surveillance and door sensor system)	\$	15,000
Office Computer System with product management / tracking software		TBD
Office Furniture	\$	2,000
Facility Storage Shelving	\$	5,000
Storage Containers	\$	4,000
Product Processing Tables and Stools	\$	2,000
Processing Tools	\$	2,200
Back-up generator	\$	25,000
Uniform - coveralls	\$	1,000

Grow Equipment

HPS Lights (Flower Room)	\$	50,400
250-Watt LED Lights (Veg Room)	\$	40,000
Fluorescent Lights (Clone Room)	\$	7,500

FloraFlex Drip Shield	\$	1,000
R/O Water Purification System	\$	16,000
Bulk Water Storage Tanks (1 - 2100-gallon tanks w/pumps)	\$	3,600
Misc. (Netting, Measuring equipment, scales...etc.)	\$	5,000
Benches - rolling veg - double	\$	30,000
Benches - rolling flower	\$	28,800
Fertigation	\$	77,210
Environmental controls	\$	94,840
Fans - Vflow	\$	13,750
Fans -HAF	\$	5,750
Air purification/Odor Mitigation	\$	17,500
Internal facility and infrastructure development	\$	250,000
TOTAL	\$	697,550

Total capital needs for startup is \$697,550 for equipment and \$702,521 for operating costs. (detailed in Section XI below)

XI. Financial Projections –Cultivation

	2020	2021	2022	2023
Pounds Sold	-	1,650	4,050	4,050
Gross Sales	-	\$ 5,548,805	\$ 13,708,834	\$ 13,708,826
Cost of Goods Sold				
Salaries, Wages & Benefits	\$ 121,741	\$ 816,764	\$ 974,584	\$ 974,584
Packaging	\$ -	\$ 394,464	\$ 1,006,798	\$ 1,006,798
Trim Crew	\$ -	\$ 198,000	\$ 486,000	\$ 486,000
Rent	\$ 72,000	\$ 343,488	\$ 425,088	\$ 425,088
Utilities	\$ 35,000	\$ 166,464	\$ 411,265	\$ 411,265
Insurance	\$ 8,000	\$ 24,000	\$ 48,000	\$ 48,000
Testing	\$ -	\$ 72,600	\$ 178,200	\$ 178,200
Security	\$ 36,480	\$ 145,920	\$ 145,920	\$ 145,920
Other COGS	\$ 25,000	\$ 138,720	\$ 342,721	\$ 342,721
	\$ -	\$ -	\$ -	\$ -
Total COGS (ex. D&A)	\$ 298,221	\$ 2,300,420	\$ 4,018,576	\$ 4,018,575
Gross Profit	\$ (298,221)	\$ 3,248,386	\$ 9,690,258	\$ 9,690,251
Operating Expenses				
Total Salary, Wages & Benefits	\$ 157,300	\$ 757,900	\$ 860,600	\$ 860,600

Sales & Marketing	\$ 66,000	\$ 294,000	\$ 690,000	\$ 630,000
Total Sales & Marketing	\$ 66,000	\$ 294,000	\$ 690,000	\$ 630,000
Transportation Expense	\$ 5,000	\$ 55,000	\$ 60,000	\$ 60,000
Professional	\$ -			
Legal	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Licensing Consultant	\$ 20,000	\$ -	\$ -	\$ -
IT/MIS	\$ 30,000	\$ 35,000	\$ 30,000	\$ 30,000
Total Professional	\$ 110,000	\$ 95,000	\$ 90,000	\$ 90,000
Total Operating Expenses	\$ 404,300	\$ 1,495,900	\$ 2,390,600	\$ 2,270,600
Total Operating Income / EBITDA	\$ (702,521)	\$ 2,041,986	\$ 7,982,457	\$ 8,035,071

XII. Investment Summary – Phase I

Berkshire Kind seeks to raise \$1,800,000 in preferred shares that will pay an 8% cumulative annual dividend.

Once the facility is operating at full capacity, profits will be distributed to shareholders on an annual basis. Distributions are expected to begin in 2022.

XII. Phase II – Facility Expansion

Once the facility is fully operational and begins building cash flow, Berkshire Kind will move on to Phase II of the business. Phase II goal is to Increase the production capacity of the Pittsfield facility. This will be commenced when Berkshire Kind is able to consistently sell all of its current production and management believes an increase in production will be able to be absorbed into the market. It is our belief that scaling up the operation will make it possible to decrease the overall cost of production which will be very important as the market matures, and prices begin to compress

Phase II consists of construction of three (3) additional 2,000 square foot flower rooms, increasing the facility's total flower canopy to 10,000 square feet.

XIV. Organization and Management

Philip Silverman – President

Philip has 20 years' experience in finance and the investment business sector. He became interested in the Cannabis industry several years back as he noticed the high levels of growth the industry was achieving as the legalization wave began forming. He has since invested in the industry through the public markets. Since 2006, Philip has managed day to day operations of P. Silverman & Co., LLC and Kingsview Capital, LLC which he co-founded in 2006. He has significant experience in managing and structuring investment funds and partnerships in the commodity and futures market and the real estate market. He has invested for hedge funds, institutions, family offices and high net worth individuals. Prior to starting his own company, Philip was a portfolio manager for West End Financial Advisors, and its sister company Sentinel Investment Management Corp.

Philip earned his MBA in finance from New York University's Stern School of Business and a BA in Biology from the University of Vermont.

David Holmes – Head of Cultivation, Facility Operations Manager

David is Co-founder of Cannagen LLC, DBA Clade 9, a consulting firm that designs, builds and manages commercial medical and recreational marijuana cultivation facilities. David graduated with a master's degree in Mathematics from the University of California, Riverside in 2002. Afterwards, he was awarded a fellowship to conduct research at the NASA Jet Propulsion Laboratory in Pasadena, Calif.

Holmes was inspired to cultivate marijuana in 1999 after a visit to a high-tech indoor garden. He launched his first large-scale commercial facility in 2007. Shortly thereafter, Clade9 was formed to meet demand for cultivation experts. Applying his expertise in grow room design and management, as well as world-class nutrients, Holmes focused on marijuana strain breeding. He has developed over a dozen strains including the Ying Yang, a high-CDB strain with superior seizure-reducing capacities and Diamond Dust, a potent high THC (30%+) strain

Currently, David is facilitating and managing large scale regulated cultivation projects in Arizona and Las Vegas. His cultivation facility in Phoenix exclusively supplies Herbal Wellness (HWC) which was rated by Leafly as the number one trending dispensary in America in April 2015.

Spencer Paul Bagley – Creative Director

Spencer has over 20 years' experience in project branding and design for large corporations. He believes in design's power to open hearts, give voice, inspire change, and touch souls. His passion is to help clients define their visual identity and craft experiences and products that people love.

Spencer co-founded his first creative agency Apartment One in 2005, working with companies like Poppin, Rock the Vote, Google, and NYU Langone. In 2013, Spencer co-founded another company Tendr, a simple and elegant cash giving platform.

Spencer graduated from the School of Visual Arts in New York City.

Employees and Managers

Berkshire Kind will initially have two employee divisions totaling 12 employees:

1. Grow Team – This Team will initially consist of 3 growers and a manager. David will be considered the grow manager for the first team as well as Head of Cultivation overseeing additional teams as Berkshire Kind expands.
2. Facility Associates – These individuals will be responsible for everything not grow related. Most importantly these employees will process, and package all finished cannabis flower. Additional responsibilities will include daily facility maintenance. This crew will initially consist of 6 employees with 1 Floor Manager and an Office Assistant. David will also be considered the Operations Manager for the first crew as well as Facility Manager overseeing additional employees as needed,

All employees and managers will be comprehensively trained to ensure compliance with both local and Massachusetts state rules and regulations, employee sanitation and hygiene protocols, as well as emergency procedures. Employees will also undergo frequent continued education both on the job and in the classroom setting. We want all our employees to understand the biological and medical properties of the cannabis plant and will provide the opportunities to send employees to beneficial cannabis seminars and conferences. Berkshire Kind also wants to promote employee development to allow them to grow within our company. Consequently, we will provide frequent training to enhance each employee's job-related and management skills. Training programs will focus on manager effectiveness, leadership development, communication, and presentation skills, in addition to hosting mentoring and coaching programs.

Finally, we will train employees and managers on our emergency recall plan. Our plan will focus on the following areas:

1. Identifying factors which necessitate a product recall
2. Adverse Event Reporting, ensuring cooperation with the Cannabis Control Commission to minimize any repercussions
3. Lot and Batch Tracking; and

4. Comprehensive recall procedures, including the destruction of any contaminated or defective products, and a mechanism to contact all customers who may have had contact with the recalled products.

Daily Operations

Berkshire Kind's day-to-day will revolve around two primary activities:

1. Cannabis growing which includes plant monitoring and maintenance, including daily water testing, maintaining a proper pH level, and making sure that the water contains the right combination and amount of nutrients. In addition to plant activities, our grow team will also monitor the facilities environment through internal temperature of the grow rooms and relative humidity, making any necessary adjustments when needed. Next, both grow staff and managers will be tasked with reviewing and analyzing the data produced by our automated monitoring systems, which will be compiled using sensors placed on the plants themselves, and on strategic locations throughout the grow rooms.
2. Cannabis Processing which includes curing, trimming, weighing, and packaging the finished cannabis product.

To organize these day-to-day activities, we will use a custom variation of a Hazard Analysis Critical Control Point (HACCP), originally designed by NASA and used by food and medicine manufacturers. In short, our employees and managers will have a daily checklist of duties to address throughout the work day. Employees and Managers will be required to "check off" each point addressed on the list, either via inspection, or verification. In the event an employee or manager cannot "check off" a duty, because of an issue, there will be a procedure to address and correct issues or imbalances and unfinished duties. After completing the checklist, the grow team will present signed documents to the Head of Cultivation for their verification and signature of all the daily task checks while the processing team will present signed documents to the Facility Manager for their verification and signature. The documents are stored (in both hard and electronic copies) and saved for record keeping. The Head of Cultivation and Facility Manager are also required to sign and save two copies of their completed HACCP at the end of each business day. The following HACCPs are an example of what will be addressed in the following areas on a daily basis (yet, this is only a general list, and can be changed to address future city, state, or federal regulations):

1. Water Testing (pH, TDS, Temp.)
2. Internal Grow Room Temperatures
3. Visual Inspection of Plants
4. Carbon Dioxide (CO2) Levels

5. Facility Maintenance Activities
6. Fire Prevention
7. Sanitation Practices
8. Systems Check (electrical and mechanical)
9. Trash Disposal and Waste
10. Security Check

The point of daily HACCPs is not only to ensure the safety and integrity of the operations, but also to provide sufficient documentation for either a city or state audit, or a product recall.

CONFIDENTIAL

Berkshire Kind
Plan for Obtaining Liability Insurance

Berkshire Kind has already obtained a quote from Founder Shield Insurance Group to meet the insurance requirements set forth in 935 CMR 500.105(10). The General and Product Liability Coverage included in the proposed policy include:

Commercial General Liability

Insurance Carrier: Admiral Insurance Company

Limits of Liability

Each Occurrence	1,000,000
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Damage to Premises Rented to You	100,000
Medical Expense	5,000

Retentions (Deductibles)

Liability	5,000
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Who's Covered

- The company, executives, employees, and subsidiaries

Coverage

- Business Classification: CANNABIS CULTIVATOR, PROCESSOR AND WHOLESALE DISTRIBUTOR
- Covers the company for claims brought by 3rd parties for bodily injury or property damaged caused by the company's employees, products, or operations.
- Personal and advertising injury coverage protects the company if it is accused of things like defamation or copyright infringement in an advertisement.

Berkshire Kind
Restricting Access to Age 21 and Older

Berkshire Kind has a strict 21 and Older policy. No one under the age of 21 will be allowed into Berkshire Kind's facility.

Per statute and state regulations, all employees must be 21 years of age or older. Age of each prospective employee is verified using one of the state-approved forms of identification. Access to this facility is limited to staff and approved visitors whose age is verified by an authorized staff member upon entry to the facility.

As a cannabis cultivator with no retail operation, sale of Berkshire Kind's products are limited to Licensed RMD's and MIP manufacturers.

According to MA adult-use marijuana regulations, any adult 21 and over may be allowed into the facility. Berkshire Kind has a comprehensive plan to ensure that access to the adult-use operation is restricted to those individuals 21 years of age or older.

- A cursory review of visitor's government-issued identification card is conducted by a facility associate upon entering the facility.
- If the individual is visiting the dispensary for purchasing or to perform any work inside the facility, their age and authenticity of the ID card will then be verified through use of ID scanning technology. Acceptable forms of identification include the following:
 - Motor vehicle license
 - State Issued Identification card
 - Valid passport issued by the United States government
 - Valid United States issued military identification card

Berkshire Kind
Record Keeping Policies and Procedures

Berkshire Kind is dedicated to maintaining secure and accurate records. Our documentation and record-keeping plan meet or exceeds compliance requirements set forth in 935 CMR 500.000 and further enables us to operate effectively and in compliance. All applicable records will be maintained in accordance with generally accepted accounting principles and will be accessible to the Cannabis Control Commission (CCC), Department of Health, and local law enforcement when requested for inspection; confidential records will also be released when required.

All records are stored on a secure server in a limited-access security room in our cultivation facility; additionally, all records are securely backed up on encrypted remote servers. Backup can take place over cellular connections in case of Internet failure. Video monitoring footage is maintained in accordance with standard security practices and 935 CMR 500.00 regulations. All paper documents will be scanned daily and uploaded to secure off-site servers; all paper records containing sensitive or confidential information are stored in limited access areas in lockable cabinets.

Berkshire Kind's Seed-to-Sale tracking software keeps detailed, encrypted and remotely backed-up records for all aspects of inventory control, testing, and sales. All records will be stored for a minimum of 2 years. Berkshire Kind will cooperate fully with any CCC, Department of Health, or law enforcement request to examine records.

Records maintained by Berkshire Kind include but are not limited to:

- Written Operating Procedures
- Inventory Records as Required
- Seed-to-sale tracking records
- Personnel Records
 - Job Description for each position
 - Personnel Record for each individual staff member
 - All materials submitted to the Commission
 - Documentation or verification of references
 - Employment contract to include duties and responsibilities
 - Documentation of all required training
 - Performance evaluations
 - Record of any disciplinary actions
 - Notice of completed responsible vendor and eight-hour related duty training
- Business Records
 - Assets and Liabilities
 - Monetary Transactions

- Books of Accounts including journals, ledgers, checks, invoices, vouchers, and supporting documentation
 - Sales records including quantity, form, and cost
 - Salaries, Stipends, and Compensation / Bonus records
- Waste Disposal Records

Berkshire Kind

Maintaining of Financial Records

Berkshire Kind maintains its financial records within QuickBooks, including all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on Berkshire Kind's profit and loss or balance sheet. These records cover:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, including journals, ledgers, and supporting documents,
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Berkshire Kind

Quality Control and Testing of Cannabis

Berkshire Kind will strictly adhere to Massachusetts 935 CMR 500.160 – Testing of Marijuana and Marijuana Products, and all other state and local laws pertaining to the quality control (QC) and testing of all cannabis cultivated at the facility. Testing of all cannabis will be performed by a Massachusetts licensed Independent Testing Laboratory (ITL) in compliance with DHP Marijuana testing guidelines and protocol.

During all stages of cultivation, the Berkshire Kind grow team will implement quality control (QC) operating procedures. Beginning with seeds and clones, the Berkshire Kind team will implement daily visual inspections to identify and remove possible males or plants with visual genetic defects. During vegetative and flower stages, the grow team will inspect all plants daily for nutrient issues as well as signs of contamination, i.e.- mildew, mold, or pests. Any plants showing signs of contamination will be immediately isolated and disposed of properly. The Head of Cultivation will examine all plants weekly for any signs of growth issues.

Berkshire Kind will ensure that the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seed and stems
- Free of dirt, sand, debris, and other foreign matter
- Free of contamination by mold, rot, other fungus, and bacterial diseases
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area

Harvested cannabis at Berkshire Kind's facility will undergo a visual inspection for quality and contamination issues prior to being transported to the Independent Testing Laboratory for final product testing. Should the initial visual inspection determine contamination, that batch will be quarantined, recorded, and disposed of according to Berkshire Kind protocol and DPH guidelines. Each batch that passes both the on-site visual inspection and Independent Laboratory Testing will be packaged in airtight containers for wholesale. Cannabis that fails ITL testing will be recorded and disposed of in accordance to DPH regulations. Storage and transportation of Berkshire Kind's finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

All Berkshire Kind agents working in direct contact with marijuana will follow all requirements for food handlers specified in 105 CMR 300.000. Agents shall conform to strict sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands appropriately. Hand-washing facilities will be located in all production areas and where good sanitary practices require employees to wash and sanitize their hands.

Berkshire Kind shall maintain sufficient space at the facility for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. This includes providing an adequate water supply sufficient for necessary facility operations and adequate, readily accessible toilet facilities for Berkshire Kind employees. Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout Berkshire Kind's facility.

Litter and waste at Berkshire Kind's facility will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. During facility construction floors walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, and all toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana.

Cannabis Sampling

All sampling will occur in a decontaminated area utilizing proper tools and disposable gloves. Samples will be separated and stored in appropriate containers to ensure no cross contamination. Sampling protocol includes the use of Chain of Custody forms with all records kept for at a minimum, 1 year.

Finished cannabis samples will be taken from 5% of a finished batch utilizing Berkshire Kind's collection plan for each product type produced. Sampling log will collect date/time: agent IDs; product type and procedure (grinding, mixing) if applicable; sample ID'd by batch #, ID #, and batch impacted. Labels will include batch/sample ID#, date/time of collection, and agent ID

Grow Media source soils and solids will be tested prior to use and when changed, not less than 1 time every 6 month with duplicates every 20X. Media lots are tracked to plants used with and logged in per DPH Regulations.

Testing

All finished cannabis product sampling will be performed by a DPH approved independent ISO 17025 lab. Cannabis will be tested for cannabinoid profile and contaminants (mold, mildew, heavy metals, plant-growth regulators, non-organic pesticides, and any additional info DPH requires). Excess cannabis from lab testing will be destroyed by Berkshire Kind.

Testing lab will be required to provide a signed narrative detailing:

- Sample
- Analysis
- Methods
- Chain of custody docs
- Info sought
- Summary and detail of results including, units of measure, date, and time

Results will be kept by Berkshire Kind for minimum of one (1) year to include any destruction of product as well as investigation of source of contamination and mitigation steps. Berkshire Kind will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. No Berkshire Kind agent will have financial interest in the ITL used. No lab employee will receive compensation from Berkshire Kind.

Berkshire Kind

Personnel Policies and Employee Background Checks

Berkshire Kind's operations are committed to safety, professional development, compliance, and providing equitable wages to its employees. All company policies are designed to provide equal opportunities regardless of race, religion, ethnicity, sexual orientation or other factors resulting in discrimination.

Berkshire Kind has developed a specific set of policies to ensure employees have clarity as to what is expected of them and what they can expect from management. Every employee will receive a detailed Employee Handbook covering: alcohol, smoke, and drug-free workplace; immediate dismissal for dispensary agents who divert marijuana or engage in unsafe practices; reporting these infractions to law enforcement and/or the Cannabis Control Commission; safety and security policies; complying EEO, Non-Discrimination, Anti-Harassment; e-mail policy; 935 CMR 500.000 et seq.; business and working hours; wages and benefits; employment categories; performance reviews; disciplinary procedures; and compliance hotline.

Berkshire Kind employees will complete extensive operations and compliance training specific to 935 CMR 500.000 et. seq.

Prior to final hiring all employees will undergo a criminal background check to verify no issues exist or may arise from employment. Applicants with any felony conviction will not be hired.

Berkshire Kind will maintain worker's compensation insurance for all employees and will comply with both Massachusetts and Federal requirements for all workplace postings.

Berkshire Kind will maintain a staffing plan and records in compliance with 935 CMR 500.105(9) and 935 CMR 500.105(1). This includes:

Personnel Records

All personnel records will be available for inspection by the DPH or Cannabis Control Commission, upon request. Personnel records will include:

1. Job descriptions for each employee and volunteer position\
2. Organizational charts consistent with the job descriptions;
3. All materials submitted to the Department/Commission including:
 - a. The full name, date of birth, and address of the individual;
 - b. Written acknowledgement by the individual of the limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - c. A copy of the dispensary agent's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Department/Commission;
 - d. An attestation that the individual will not engage in the diversion of marijuana;
 - e. Any other information required by the Department/Commission.

4. Documentation of verification of references;
5. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
6. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
7. A copy of the application that the RMD submitted to the Department/Commission on behalf of any prospective dispensary agent;
8. A copy of the background check report commissioned by Berkshire Kind prior to hire;
9. Documentation of periodic performance evaluations;
10. A record of any disciplinary action taken

Personnel records for each Berkshire Kind employee must be maintained for at least 12 months after termination of the individual's affiliation with Berkshire Kind.

Staffing Plan

Berkshire Kind will recruit new employees through:

1. Traditional job opportunity websites including Indeed.com
2. Word-of-mouth advertising via current Berkshire Kind stakeholders
3. Posting on our website (www.berkshirekind.com)
4. Review of unsolicited job applications received prior to posting the opportunity
5. Additional channels TBD, if volume and quality of response requires it

Confidentiality of Records

Berkshire Kind has developed policies to ensure confidentiality and prevent the disclosure of information. Berkshire Kind will diligently safeguard the confidentiality of employee, clientele, and owner records. Berkshire Kind will not use, retain, disseminate, or disclose any such information, except as may be necessary to perform the duties required of an employee or if requested by the Cannabis Control Commission. The facility manager will be responsible for all record management and security. Additionally, all Berkshire Kind computerized inventory control systems, including Electronic Verification Systems and point-of-sale systems will provide acceptable levels of data protection similar to that required for registered medical marijuana facilities.

Immediate Dismissal Policy

As required under 935 CMR 500.105(1), Berkshire Kind maintains a policy for the immediate dismissal of any Berkshire Kind agent who has:

- A. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; or
- B. Engaged in unsafe practices with regard to operation of the facility, which shall be reported to the Commission
- C. Been convicted or entered into a guilty plea for a felony charge of distribution of a drug to a minor, which shall be reported to the Commission

Any Berkshire Kind agent found to have diverted marijuana or engaged in unsafe practices with regard to the operations of Berkshire Kind's facility will be subject to immediate dismissal per his or her employment contract and State regulations. A member of Berkshire Kind's Executive Management Team will report any and all instances of diversion to law enforcement officials and to the DPH / Cannabis Control Commission.

Any instance of an employee engaging in unsafe practices with regard to the operations of Berkshire Kind will also be reported to the DPH / Cannabis Control Commission by a member of the Executive Management Team. Berkshire Kind has adopted a zero-tolerance policy toward individuals who knowingly violate the law, state marijuana regulations, or Berkshire Kind company policy.

Berkshire Kind

Qualifications and Training

Berkshire Kind will require all establishment employees to complete one-week orientation / training prior to performing any job function. Employees will be provided an Employee Handbook during their first day with trainings tailored to each specific job function at the facility. All employees must additionally complete the Responsible Vendor Training Program within 90 days of being hired, administered by a third-party Cannabis Control Commission Certified Responsible Vendor Trainer as required under 935 CMR 500.105(2). Berkshire Kind will retain all Responsible Vendor Program documentation for four (4) years.

Following orientation / training, employees will be administered a written exam and must pass with a score of at least 70% as well as demonstrate fluency of training principles and ongoing roles prior to commencing their position. Key training topics include regulatory compliance, emergency preparedness, confidentiality, security, sexual harassment policy, EEO policies, and 935 CMR 500.000. Role specific training will complement the key training topics that all agents receive.

Berkshire Kind will also require a minimum of 8-hours of on-going training annually for all Marijuana Establishment Agents, which includes at a minimum two hours of in-class or online instruction time by a Commission-certified Responsible Vendor Trainer. Annual training topics include but are not limited to the following:

- 935 CMR 500.00 refreshers, with emphasis on safety and security
- Emergency preparedness
- Facility access
- security protocols
- Work site safety
- Sexual harassment policies (in addition to new hire training, this topic will be delivered annually to all employees)
- Alcohol and drug free work place
- Whistleblower policy and reporting of wrongdoing
- Other forms of harassment and filing complaints internally /externally with Equal Employment Opportunity Commission (EEOC) & Massachusetts Commission Against Discrimination (MCAD)

Employees and Managers

Berkshire Kind anticipates initially having three employee divisions totaling 12 employees:

1. Executive Team - The Executive Team will initially consist of Berkshire Kind's Chief Executive Officer, Head of Cultivation, and Facility Manager. These individuals are thoroughly committed to Berkshire Kind's corporate mission and will oversee all operations at the facility and throughout the company. As Berkshire Kind grows, new

executive team members may be added and must have proven leadership, coaching, and relationship management experience.

2. Grow Team – This Team will initially consist of 3 growers and a manager. These individuals are responsible for the daily grow operations at the facility including daily plant inspections and maintenance, seed to sale record keeping, grow room monitoring and cleaning, all associated plant activities, and harvesting. Head of Cultivation will be considered the grow manager for the first team as well as an executive team member overseeing additional teams as Berkshire Kind expands.
3. Facility Associates – This crew will initially consist of 6 employees with 1 Floor Manager and 1 Office Assistant. Facility Associates will be responsible for everything not grow or front office related. Most importantly these employees will process, and package all finished cannabis flower. Additional responsibilities will include daily facility maintenance. The Facility Manager will also be considered the Floor Manager for the first crew as well as an Executive Team member overseeing additional employees as needed. Office Assistants will be responsible all office management activities at the facility. Responsibilities will include answering phones, completing required paperwork, assisting the executive team, and id verification as well as logging in and out all individuals entering the facility.

Qualifications for employment at Berkshire Kind vary with each position. Position qualifications are as follows:

Executive Team required qualifications include:

- Unwavering commitment to quality control and data-driven operational evaluation
- Excellence in organizational management with the ability to coach staff, manage, and develop high-performance teams, set and achieve strategic objectives, and manage a budget
- Past success working with a Board of Directors with the ability to cultivate existing board member relationships
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills
- Action-oriented, entrepreneurial, adaptable, and innovative approach to business planning
- Ability to work effectively in collaboration with diverse groups of people
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed

Cultivation Specialist (Grow Team Member) required qualifications include:

- Valid driver's license, proof of insurance, and reliable transportation
- Must be 21 years of age

- Extensive knowledge of horticulture and botany.
- BS or AS in Horticulture/Floriculture/Biology or related field preferred
- Strong interpersonal skills/team player.
- Ability to manage time and effectively prioritize.
- Meticulous attention to detail.
- Must be professional and customer service oriented.
- Flexibility and ability to adapt quickly to business needs.
- Must be comfortable with a high level of responsibility.
- Must submit to a full background check.

Facility Associate required qualifications include:

- Valid driver's license, proof of insurance, and reliable transportation
- Must be 21 years of age
- Courteous manner with fellow staff members.
- Team player and strong work ethic.
- Ability to manage time and effectively prioritize.
- Meticulous attention to detail.
- Flexibility and ability to adapt quickly to business needs.
- Must be comfortable with a high level of responsibility.
- Must submit to a full background check.

Office Assistant required qualifications include:

- Must be 21 years of age
- Courteous manner with fellow staff members.
- Team player and strong work ethic.
- Ability to manage time and effectively prioritize.
- Meticulous attention to detail.
- Flexibility and ability to adapt quickly to business needs.
- Must be comfortable with a high level of responsibility.
- Must submit to a full background check.

Berkshire Kind Energy Management Plan

Berkshire Kind shall satisfy minimum energy efficiency and equipment standards established by the commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals prior to obtaining a final license under 935 CMR 500.103(2). Additionally, Berkshire Kind will adopt and use additional best management practices as determined by the Commission to reduce energy usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy reporting to the Commission in a form determined by the Commission.

As identified by the Cannabis Control Commission, Berkshire Kind has developed our energy management plan to cover the three significant energy uses identified in a cultivation facility. This includes:

1. Horticulture Lighting
2. Dehumidification
3. HVAC

Berkshire Kind will ensure that all equipment is maintained, calibrated, and operating properly through monthly inspections performed by the facility manager. The facility manager will also maintain any facility operations manuals and SOP's for all major energy equipment including, but not limited to horticulture lighting, dehumidification, and HVAC systems. Annually, Berkshire Kind will assess opportunities to reduce energy and water usage. This annual review will include:

- Identification of possible energy reduction opportunities and if feasible, a plan for implementation
- Identification and consideration of renewable energy generation opportunities. If opportunities are identified and not pursued an explanation of why the opportunity was not pursued will be prepared
- Strategies to reduce electric demand
- Review and engagement, if beneficial, of energy efficient programs offered pursuant to M.G.L.c.25,&21, or through municipal lighting plants.

Prior to final licensure, Berkshire Kind will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103. Upon license renewal, once operational, Berkshire Kind shall provide the Commission a report of the facility's energy and water usage over the 12-month period preceding the date of application.

Lighting

Berkshire Kind recognizes that horticulture lights have a significantly higher energy usage and intensity than typical commercial lighting. Lighting used for Cannabis Cultivation by Berkshire Kind will meet one of the following compliance requirements:

- Horticulture Lighting Power Density must not exceed 36 watts per square foot, except for Tier 1 and Tier 2 which must not exceed 50 watts per square foot as per 935 CMR 500.120(11)
- All horticulture lighting used in a facility is listed on the current Design Lights Consortium Solid-state Horticulture Lighting Qualified Product List ("Horticulture QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticulture QPL threshold rounded up to the nearest 0.1 micromoles per joule.
- Should Berkshire Kind seeking to use horticulture lighting not included on the Horticulture QPL or other similar list approved by the Commission shall seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. Regardless of compliance path, Berkshire Kind shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticulture lighting products by that safety organization.

Additionally, due to the potential impact long term horticulture lighting has on vision, prior to initial operations Berkshire Kind will establish an Eye Safety Plan. This plan will be included in the facility's SOP's, reviewed and updated annually. The Eye safety Plan will include specific safety protocols related to eye safety for those exposed to horticulture lighting. Berkshire Kind's facility manager will be responsible for communicating eye safety protocols to employees. Berkshire Kind will also provide protective eyewear for anyone coming into contact with its horticulture lighting. At the entrance of every room containing horticulture lighting, signage will be posted to remind workers of eye safety protocol. Eye safety protocols will be reviewed by Berkshire Kind annually.

Dehumidification and HVAC Systems

Dehumidification and HVAC system are another major energy consumer in a cannabis cultivation facility. Berkshire Kind will follow 935 CMR 500.120(11)(c) and 935 CMR 501.120(12)(c) which require HVAC and dehumidification systems to meet Massachusetts Building Code requirements, 780 CMR, which in turn incorporates Chapter 403 of the International Energy Conservation Code (IECC) and Chapter 6 of the American Society of Heating, Refrigerating and Air-Conditioning Engineers Handbook.

To demonstrate compliance, Berkshire Kind will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet the

Massachusetts State Building Code as specified in the regulations and that such systems have been evaluated and sized for the anticipated loads of the facility. The certification letter from Berkshire Kind's Massachusetts Licensed Mechanical Engineer will include the following information:

- That the HVAC and dehumidification systems meet the Massachusetts State Building Code, and that HVAC and dehumidification equipment have been evaluated and sized for the loads of the facility;
- Total of tons of refrigeration (TR), thousands of British thermal units (BTUs)per hour (MBH), and a listing of all HVAC equipment to be installed, supported by equipment data sheets
- Total of tons of dehumidification (TD) with a listing of all dehumidification equipment to be installed, supported by equipment data sheets.
- Details about energy recovery equipment installed as part of the ventilation system.
- A listing of all odor mitigation equipment to be installed.

All information provided will be supported by equipment data sheets available immediately upon request.

Berkshire Kind Inc.
Diversity Plan

Reviewed and Updated 6/24/2021

Berkshire Kind has developed a Diversity Plan to promote equity throughout the workplace for Minorities, Women, Veterans, People with Disabilities, and LGBTQ+ individuals. Berkshire Kind will focus on attracting a diverse workforce to fill its employment needs. Plan goals and programs are aimed at providing the opportunity for employment with Berkshire Kind for any Minority, Women, Veteran, Person with Disability, or LGBTQ+ individuals. Berkshire Kind's Diversity Plan will be reviewed and updated according on an annual basis.

Berkshire Kind's diversity goals for hiring are tied to local demographics. Berkshire Kind seeks to hire a local workforce that is at least as diverse as the community we reside in, Pittsfield. See below.

2015 ACS Community Demographics	Black	Asian	Hispanic
City of Pittsfield	5.4%	1.8%	5.4%

Individuals will be targeted through public notices whenever positions become available as well as an annual Berkshire Kind hosted Job Fair to be located at the Berkshire Innovation Center. The Berkshire Innovation Center is located directly across Woodlawn Ave from Berkshire Kind's facility providing world class facilities and focusing on supporting regional job growth, education, and innovation. Berkshire Kind will also notify MassHire Berkshire Career Center when positions become available.

Berkshire Kind's Diversity Plan Includes:

- Hiring of approximately 20 individuals over the first 2 years of operations that meet the goals of this diversity plan to support the targeting of Minorities, Women, Veterans, People with Disabilities, and LGBTQ+ individuals.
- Continued outreach of employment opportunities for Minority, Women, Veterans, People with Disabilities, and LGBTQ+ individuals through public notices, an annual Berkshire Kind hosted Job Fair at the Berkshire Innovation Center, and working directly with MassHire Berkshire Career Center to identify potential employees.
- Supporting continued educational opportunities and entry into the cannabis industry for Minority Individuals, Women, Veterans, People with Disabilities, and LGBTQ+ individuals through cannabis continuing education seminars and mentoring.
- Utilizing resources such as the MA Supplier Diversity Office to identify certified minority, woman - and veteran-owned businesses for vending and contracting opportunities.

Diversity Plan Goals: (desired outcomes of the plan)

- Increase opportunities and access for entry in the commercial adult-use cannabis industry for Minorities, Women, Veterans, People with Disabilities, and LGBTQ+ individuals. Berkshire Kind will make available positions for interested individuals that have no prior training or experience in the cannabis industry. Positions will be publicly posted.
- Increase the number of Minority Individuals, Women, Veterans, People with Disabilities, and LGBTQ+ individuals working at Berkshire Kind.
- Achieve Berkshire Kind's diversity plan hiring goals of:
 - 50% Women
 - 12.6% Minorities
 - 10% Veteran
 - 10% Persons with Disability
 - 10% LGBTQ+ individuals
- Provide educational, mentoring, and technical services related to the inclusion in the cannabis industry for Minority, Women, Veteran, Persons with Disability, or LGBTQ+ individuals facing barriers for employment in the cannabis industry. Bi-annual educational / mentoring advancement sessions will be held to discuss issues and develop individual support activities for interested attendees. Berkshire Kind's goal is to have 5 Minority, Women, Veteran, Persons with Disability, or LGBTQ+ individual attendees per educational session and support the advancement in the cannabis industry of 2 Minority, Women, Veteran, Persons with Disability, or LGBTQ+ individuals and / or MWBE businesses per year with continued mentoring.
- Increase the utilization of Veteran and MWBE businesses for vending and contracting within Berkshire Kind. Specifically, Berkshire Kind will prioritize working with Veteran and MWBE contractors, raw material suppliers, and consulting firms. Berkshire Kind's goal is to utilize 20% of its contracted services / purchases over \$5,000 to be from Veteran and / or MWBE business within the State of Massachusetts.

Diversity Plan Programs: (detailed actions, activities, or processes that will be utilized or implemented to achieve the outlined goals;)

Berkshire Kind Targeted Hiring Initiative - Berkshire Kind is committed to supporting a diverse workforce and providing opportunities aimed at reaching Minority individuals, Women, Veterans, People with Disabilities, and LGBTQ+ individuals. This program focusses on direct outreach to Minority individuals, Women, Veterans, People with Disabilities, and LGBTQ+ individuals looking for employment with Berkshire Kind that have no prior experience or background in the cannabis industry. Potential employees will be targeted through public notices, an annual Berkshire Kind hosted Job Fair, and working directly with MassHire Berkshire Career Center. Berkshire Kind Job Fair will be located at the Berkshire Innovation Center, directly across Woodland Ave from Berkshire Kind's facility. Berkshire Kind's diversity plan hiring goals are:

- 50% Women
- 12.6% Minorities
- 10% Veteran
- 10% Persons with Disability
- 10% LGBTQ+ individuals

Berkshire Kind Grow Program – A mentoring and educational program focused on supporting the continued professional growth of Minority, Women, Veterans, Persons with Disability, or LGBTQ+ individuals in the cannabis industry. Through professional mentoring, and free bi-annual educational and technical cannabis industry information seminars, individuals will be supported in advancing their success in the cannabis industry. Seminars will be held at the Berkshire Innovation Center, a publicly available, handicap accessible location and published for public notice in the local newspaper. Seminars will cover topics related to employment and business start-up in the cannabis industry including but not limited to cultivation basics, Mass. cannabis regulations and business environment, RMD Licensing, and basic cannabis business management. Additionally, for interested Minority, Women, Veterans, Persons with Disability, or LGBTQ+ individuals and MWBE businesses that participate in Berkshire Kind's Grow Program, Berkshire Kind will provide customized mentoring and business development services. These activities will be designed specifically to meet the needs of the individual or business being mentored and may anything from individual resume development and business plan development, to specific skill education and MA State licensure consulting.

B-Kind Purchasing Program - Implementation of a Berkshire Kind vendor and contractor program developed to seek out and engage diverse businesses. Utilizing resources such as the MA Supplier Diversity Office Berkshire Kind will identify and engage certified minority-, woman - and veteran-owned businesses for vending and contracting opportunities.

Diversity Plan Measurements: Each program implemented through Berkshire Kind's Diversity Plan will be assessed annually for progress and success. It is anticipated this annual assessment and documentation of will take place in coordination with Berkshire Kind's annual license renewal (one year from provisional licensure, and each year thereafter). Measurements collected for each program include:

Targeted Hiring Program - Berkshire Kind goal is to hire a diverse workforce being 50% Women, 12.6% Minority, 10% Veteran, 10% Persons with Disability, and / or 10% LGBTQ+ individuals. Data collected will include:

1. Number of employees hired that are Minorities, Women, Veterans, People with Disabilities, or LGBTQ+ individuals.
2. Number of positions created since initial licensure

Berkshire Kind Grow Program - Berkshire Kind's goal is to have 5 Minority, Women, Veteran, Persons with Disability, or LGBTQ+ attendees per educational session and support the advancement in the cannabis industry of 2 Minority, Women, Veteran, Persons with Disability, or LGBTQ+ individuals and / or MWBE businesses per year with continued mentoring. Data collected will include:

1. Name of Minority Individuals, Women, Veterans, People with Disabilities, and LGBTQ+ individuals receiving mentoring, a description of what they have been mentored on, and hours of mentoring received
2. Total number of Minorities, Women, Veterans, People with Disabilities, and LGBTQ+ orientation employees mentored and total hours of mentoring provided by Berkshire Kind.
3. Number of Minority, Women, Veterans, People with Disabilities, and LGBTQ+ individuals attending continuing education informational seminars and on what topics

B-Kind Purchasing Program - Berkshire Kind's goal is to utilize 20% of its contracted services / purchases over \$5,000 to be from MWBE business within the State of Massachusetts. Data collected will include:

1. Number of contracting opportunities provided
2. Number of MWBE businesses hired for contracting opportunities at Berkshire Kind

Berkshire Kind acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and 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.