



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281841  
Original Issued Date: 04/24/2019  
Issued Date: 03/11/2021  
Expiration Date: 04/24/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Nova Farms, LLC

Phone Number: 508-212-4490  
Email Address: john@novafarms.com

Business Address 1: 34 Extension Street  
Business City: Attleboro Business State: MA Business Zip Code: 02703  
Business Address 2:  
Mailing Address 1: 34 Extension Street  
Mailing City: Attleboro Mailing State: MA Mailing Zip Code: 02703  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no  
Priority Applicant Type: RMD Priority  
Economic Empowerment Applicant Certification Number:  
RMD Priority Certification Number: RPA201852

### RMD INFORMATION

Name of RMD: BCWC LLC  
Department of Public Health RMD Registration Number:  
Operational and Registration Status: Obtained Provisional Certificate of Registration only  
To your knowledge, is the existing RMD certificate of registration in good standing?: yes  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 25.62 Percentage Of Control: 100  
Role: Board Member Other Role:  
First Name: Derek Last Name: Ross Suffix:



Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity: White	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5.5	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: John	Last Name: Kenyon	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 6	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Brett	Last Name: Fish	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 4.87	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Blair	Last Name: Fish	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 1	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Zachary	Last Name: Allen	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Robert	Last Name: Grillo	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 5	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
Date generated: 03/25/2021		



First Name: Duncan	Last Name: Harris	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: Future Farms Technologies, Inc.	Entity DBA:
Email: Kate@FutureFarmTech.com Phone: 617-312-7479	
Address 1: 368 Washington Street	Address 2:
City: Dedham State: MA	Zip Code: 02026
Types of Capital: Debt Other Type of Capital:	Total Value of Capital Provided: \$1 Percentage of Initial Capital: 100
Capital Attestation: Yes	

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: John	Owner Last Name: Kenyon	Owner Suffix:	
Entity Legal Name: Kenyon Law Associates, LLP		Entity DBA:	
Entity Description: Law Firm			
Entity Phone: 401-789-0217	Entity Email: JFK@KenyonLawyers.com	Entity Website: www.kenyonlawyers.com	
Entity Address 1: 133 Old Tower Hill Rd.		Entity Address 2: Suite One	
Entity City: Wakefield	Entity State: RI	Entity Zip Code: 02879	Entity Country: United States of America
Entity Mailing Address 1: 133 Old Tower Hill Rd.		Entity Mailing Address 2: Suite One	
Entity Mailing City: Wakefield	Entity Mailing State: RI	Entity Mailing Zip Code: 02879	Entity Mailing Country: United States of America

##### Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: John	Owner Last Name: Kenyon	Owner Suffix:	
Entity Legal Name: OSCC, LLC		Entity DBA: Ocean State Cultivation Center	
Entity Description: Medical Marijuana Cultivation Center			
Entity Phone: 401-418-4929	Entity Email: info@ZachandTeds.com	Entity Website: www.zachandteds.com	
Entity Address 1: 65 Meadow Street		Entity Address 2:	
Entity City: Warwick	Entity State: RI	Entity Zip Code: 02886	Entity Country: United States of America



Entity Mailing Address 1: 65 Meadow Street		Entity Mailing Address 2:	
Entity Mailing City: Warwick	Entity Mailing State: RI	Entity Mailing Zip Code: 02896	Entity Mailing Country: United States of America

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Duncan	Owner Last Name: Harris	Owner Suffix:	
Entity Legal Name: Squam Lake, LLC		Entity DBA:	
Entity Description: Real estate company			
Entity Phone: 802-343-4661	Entity Email: DuncanHarris1973@gmail.com	Entity Website:	
Entity Address 1: 717 Dakin Road		Entity Address 2:	
Entity City: Ferrisburgh	Entity State: VT	Entity Zip Code: 05456	Entity Country: United States of America
Entity Mailing Address 1: 717 Dakin Road		Entity Mailing Address 2:	
Entity Mailing City: Ferrisburgh	Entity Mailing State: VT	Entity Mailing Zip Code: 05456	Entity Mailing Country: United States of America

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Duncan	Owner Last Name: Harris	Owner Suffix:	
Entity Legal Name: Harris & Montgomery, LLC - amended to Kingsland Company, LLC		Entity DBA:	
Entity Description: Real estate brokerage firm			
Entity Phone: 802-658-0088	Entity Email: Duncan@KingslandVT.com	Entity Website: www.kingslandvt.com	
Entity Address 1: 1 Lawson Lane		Entity Address 2: Suite 215	
Entity City: Burlington	Entity State: VT	Entity Zip Code: 05401	Entity Country: United States of America
Entity Mailing Address 1: 1 Lawson Lane		Entity Mailing Address 2: Suite 215	
Entity Mailing City: Burlington	Entity Mailing State: VT	Entity Mailing Zip Code: 05401	Entity Mailing Country: United States of America

Business Interest in Other State 5

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Blair	Owner Last Name: Fish	Owner Suffix:	
Entity Legal Name: Fish Advertising, Inc.		Entity DBA:	
Entity Description: Advertising & Marketing Services			
Entity Phone: 401-398-0050	Entity Email: blair@fishadvertising.com	Entity Website: www.fishadvertising.com	
Entity Address 1: 25 Autumn Lane		Entity Address 2:	
Entity City: West Kingston	Entity State: RI	Entity Zip Code: 02892	Entity Country: United States of America
Entity Mailing Address 1: 378 Main Street-Box 6		Entity Mailing Address 2:	
Entity Mailing City: East Greenwich	Entity Mailing State: RI	Entity Mailing Zip Code: 02818	Entity Mailing Country: United States of America

Date generated: 03/25/2021



#### Business Interest in Other State 6

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Blair Owner Last Name: Fish

Owner Suffix:

Entity Legal Name: OSCC, LLC

Entity DBA: Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone:

Entity Email:

Entity Website: www.ZachandTeds.com

401-418-2929

Info@ZachandTeds.com

Entity Address 1: 65 Meadow Street

Entity Address 2:

Entity City: Warwick

Entity State: RI

Entity Zip Code: 02886

Entity Country: United States of America

Entity Mailing Address 1: 65 Meadow Street

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: RI

Entity Mailing Zip Code:

Entity Mailing Country: United States of America

Warwick

02886

#### Business Interest in Other State 7

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Blair Owner Last Name: Fish

Owner Suffix:

Entity Legal Name: Knight Street Group, LLC

Entity DBA:

Entity Description: Real Estate Holdings Group

Entity Phone:

Entity Email:

Entity Website: www.FishAdvertising.com

401-418-4929

Blair@FishAdvertising.com

Entity Address 1: 181 Knight Street

Entity Address 2:

Entity City: Warwick

Entity State: RI

Entity Zip Code: 02886

Entity Country: United States of America

Entity Mailing Address 1: 158B Sherman Road

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: RI

Entity Mailing Zip Code:

Entity Mailing Country: United States of America

Wakefield

02879

#### Business Interest in Other State 8

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John Owner Last Name: Kenyon

Owner Suffix:

Entity Legal Name: Priority Title Company

Entity DBA:

Entity Description: Real Estate Title Company

Entity Phone:

Entity Email:

Entity Website: www.prioritytitlecompany.com

401-789-0276

JFK@PrioritytitleCompany.com

Entity Address 1: 133 Old Tower Hill Rd.

Entity Address 2: Suite One

Entity City: Wakefield

Entity State: RI

Entity Zip Code: 02879

Entity Country: United States of America

Entity Mailing Address 1: 133 Old Tower Hill Rod.

Entity Mailing Address 2: Suite One

Entity Mailing City:

Entity Mailing State: RI

Entity Mailing Zip Code:

Entity Mailing Country: United States of America

Wakefield

02879

#### Business Interest in Other State 9

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Derek Owner Last Name: Ross

Owner Suffix:

Entity Legal Name: Cannatech LLC

Entity DBA:



**Entity Description: Consulting Company**

**Entity Phone:** 508-212-4490  
**Entity Email:** Derek@cannatech.com

**Entity Website:** www.Cannatech.com

**Entity Address 1:** 632 Chestnuthill Road

**Entity Address 2:**

**Entity City:** Chepachet **Entity State:** RI

**Entity Zip Code:** 02814 **Entity Country:** United States of America

**Entity Mailing Address 1:** 632 Chestnuthill Road

**Entity Mailing Address 2:** Unit 2301

**Entity Mailing City:** Chepachet **Entity Mailing State:** RI

**Entity Mailing Zip Code:** 02814 **Entity Mailing Country:** United States of America

**Business Interest in Other State 10****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

**Owner First Name:** Derek **Owner Last Name:** Ross

**Owner Suffix:**

**Entity Legal Name:** Herask Associates, LLC

**Entity DBA:**

**Entity Description:** Medical Marijuana Cultivator

**Entity Phone:** 508-212-4490 **Entity Email:** Derek@cannatech.com

**Entity Website:** FutureFarmTech.com

**Entity Address 1:** 342 Compass Circle Unit B3/4

**Entity Address 2:**

**Entity City:** North Kingstown **Entity State:** RI

**Entity Zip Code:** 02852 **Entity Country:** United States of America

**Entity Mailing Address 1:** 342 Compass Circle

**Entity Mailing Address 2:** Unit B3/4

**Entity Mailing City:** North Kingstown **Entity Mailing State:** RI

**Entity Mailing Zip Code:** 02852 **Entity Mailing Country:** United States of America

**Business Interest in Other State 11****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

**Owner First Name:** Brett **Owner Last Name:** Fish

**Owner Suffix:**

**Entity Legal Name:** OSCC, LLC

**Entity DBA:** Ocean State Cultivation Center

**Entity Description:** Medical Marijuana Cultivator

**Entity Phone:** 401-418-4929 **Entity Email:** info@zachandteds.com

**Entity Website:** www.ZachandTeds.com

**Entity Address 1:** 65 Meadow Street

**Entity Address 2:**

**Entity City:** Warwick **Entity State:** RI

**Entity Zip Code:** 02886 **Entity Country:** United States of America

**Entity Mailing Address 1:** 65 Meadow Street

**Entity Mailing Address 2:**

**Entity Mailing City:** Warwick **Entity Mailing State:** RI

**Entity Mailing Zip Code:** 02886 **Entity Mailing Country:** United States of America

**Business Interest in Other State 12****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

**Owner First Name:** Brett **Owner Last Name:** Fish

**Owner Suffix:**

**Entity Legal Name:** Knight Street Group, LLC

**Entity DBA:**

**Entity Description:** Real Estate Holdings Group

**Entity Phone:** 401-639-2600 **Entity Email:** BrettFish3@gmail.com

**Entity Website:** FishAdvertising.com

**Entity Address 1:** 181 Knight Street

**Entity Address 2:**



Entity City: Warwick	Entity State: RI	Entity Zip Code: 02886	Entity Country: United States of America
Entity Mailing Address 1: 158B Sherman Road	Entity Mailing Address 2:		
Entity Mailing City: Wakefield	Entity Mailing State: RI	Entity Mailing Zip Code: 02879	Entity Mailing Country: United States of America

#### Business Interest in Other State 13

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brett		Owner Last Name: Fish		Owner Suffix:	
Entity Legal Name: New England Credit Card Systems				Entity DBA:	
Entity Description: Merchant Service Provider					
Entity Phone:		Entity Email:		Entity Website: www.newenglandcreditcardsystems.com	
401-302-1459		BFish@NewEnglandccs.com			
Entity Address 1: 378 Main Street				Entity Address 2: Suite 9A	
Entity City: East Greenwich		Entity State: RI		Entity Zip Code: 02818	
				Entity Country: United States of America	
Entity Mailing Address 1: 378 Main Street, Suite 9A				Entity Mailing Address 2: Suite 9A	
Entity Mailing City: East Greenwich		Entity Mailing State: RI		Entity Mailing Zip Code: 02818	
				Entity Mailing Country: United States of America	

#### Business Interest in Other State 14

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brett		Owner Last Name: Fish		Owner Suffix:	
Entity Legal Name: Fly Credit Solutions, LLC			Entity DBA:		
Entity Description: Credit Card Services					
Entity Phone: 401-639-2600		Entity Email: BrettFish3@gmail.com		Entity Website:	
Entity Address 1: 213 Orchard Woods Drive			Entity Address 2:		
Entity City: Saunderstown		Entity State: RI		Entity Zip Code: 02874	
				Entity Country: United States Of America	
Entity Mailing Address 1: 213			Entity Mailing Address 2: Orchard Woods Drive		
Entity Mailing City: Saunderstown		Entity Mailing State: RI		Entity Mailing Zip Code: 02874	
				Entity Mailing Country: United States Of America	

#### Business Interest in Other State 15

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brett		Owner Last Name: Fish		Owner Suffix:	
Entity Legal Name: Ohio Craft Cultivators, LLC				Entity DBA:	
Entity Description: Cannabis Dispensary					
Entity Phone:		Entity Email:		Entity Website:	
401-639-2600		BrettFish3@gmail.com			
Entity Address 1: 549 U.S. Highway 1 Bypass				Entity Address 2:	
Entity City: Portsmouth		Entity State: NH		Entity Zip Code: 03801	
				Entity Country: United States of America	
Entity Mailing Address 1: 549 U.S. Highway 1 Bypass				Entity Mailing Address 2:	
Entity Mailing City:		Entity Mailing State: NH		Entity Mailing Zip Code:	
Portsmouth				03801	
				Entity Mailing Country: United States of America	



#### Business Interest in Other State 16

##### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Derek      Owner Last Name: Ross      Owner Suffix:

Entity Legal Name: Future Farms Maine, LLC      Entity DBA:

Entity Description: Industrial hemp farm

Entity Phone: 508-212-4490      Entity Email: Derek@cannatech.com      Entity Website: www.cannatech.com

Entity Address 1: 415 Congress Street, Suite 202A      Entity Address 2: STE 202A

Entity City: Portland      Entity State: ME      Entity Zip Code: 04101      Entity Country: United States of America

Entity Mailing Address 1: 415 Congress Street, Suite 202A      Entity Mailing Address 2: STE 202A

Entity Mailing City: Portland      Entity Mailing State: ME      Entity Mailing Zip Code: 04101      Entity Mailing Country: United States of America

#### Business Interest in Other State 17

##### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Zachary      Owner Last Name: Allen      Owner Suffix:

Entity Legal Name: OSCC, LLC      Entity DBA: Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: 401-418-4929      Entity Email: info@ZachandTeds.com      Entity Website: www.ZachandTeds.com

Entity Address 1: 65 Meadow Street      Entity Address 2:

Entity City: Warwick      Entity State: RI      Entity Zip Code: 02886      Entity Country: United States of America

Entity Mailing Address 1: 65 Meadow Street      Entity Mailing Address 2:

Entity Mailing City: Warwick      Entity Mailing State: RI      Entity Mailing Zip Code: 02886      Entity Mailing Country: United States of America

#### Business Interest in Other State 18

##### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Robert      Owner Last Name: Grillo      Owner Suffix:

Entity Legal Name: OSCC, LLC      Entity DBA: Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: 401-418-4929      Entity Email: info@ZachandTeds.com      Entity Website: www.ZachandTeds.com

Entity Address 1: 65 Meadow Street      Entity Address 2:

Entity City: Warwick      Entity State: RI      Entity Zip Code: 02886      Entity Country: United States of America

Entity Mailing Address 1: 65 Meadow Street      Entity Mailing Address 2:

Entity Mailing City: Warwick      Entity Mailing State: RI      Entity Mailing Zip Code: 02886      Entity Mailing Country: United States of America

#### Business Interest in Other State 19

##### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name:      Owner Last Name: Harris      Owner Suffix:



Duncan

Entity Legal Name: Harris Commercial Holdings, LLC

Entity DBA:

Entity Description: Real Estate Company

Entity Phone:

802-343-4661

Entity Email:

duncanharris1973@gmail.com

Entity Website:

Entity Address 1: 717 Dakin Road

Entity Address 2:

Entity City: Ferrisburgh

Entity State: VT

Entity Zip Code: 05456

Entity Country: United States Of  
America

Entity Mailing Address 1: 717 Dakin Road

Entity Mailing Address 2:

Entity Mailing City:

Ferrisburgh

Entity Mailing State: VT

Entity Mailing Zip

Code: 05456

Entity Mailing Country: United  
States Of America

#### Business Interest in Other State 20

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Blair

Owner Last Name: Fish

Owner Suffix:

Entity Legal Name: Fishleaf Farms, LLC

Entity DBA:

Entity Description: Hemp supplier.

Entity Phone: 401-639-2600

Entity Email:

brett@novafarms.com

Entity Website: www.fishleafarms.com

Entity Address 1: 26 Autumn Lane

Entity Address 2:

Entity City: West Kingston

Entity State: RI

Entity Zip Code: 02892

Entity Country: United States of  
America

Entity Mailing Address 1: 26 Autumn Lane

Entity Mailing Address 2:

Entity Mailing City: West

Kingston

Entity Mailing State: RI

Entity Mailing Zip Code:

02892

Entity Mailing Country: United States  
of America

#### Business Interest in Other State 21

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John

Owner Last Name: Kenyon

Owner Suffix:

Entity Legal Name: 133 Old Tower Hill Road, LLC

Entity DBA:

Entity Description: Real estate holding company

Entity Phone:

401-789-0217

Entity Email:

jfk@kenyonlawyers.com

Entity Website:

Entity Address 1: 133 Old Tower Hill Road

Entity Address 2:

Entity City: Wakefield

Entity State: RI

Entity Zip Code: 02879

Entity Country: United States of  
America

Entity Mailing Address 1: 133 Old Tower Hill Road

Entity Mailing Address 2:

Entity Mailing City:

Wakefield

Entity Mailing State: RI

Entity Mailing Zip Code:

02879

Entity Mailing Country: USA

#### Business Interest in Other State 22

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John

Owner Last Name: Kenyon

Owner Suffix:

Entity Legal Name: Coast, LLC

Entity DBA:

Entity Description: Consulting Services

Entity Phone:

Entity Email:

Entity Website:



401-741-6190 jrkenyon@cox.net

Entity Address 1: 133 Old Tower Hill Road

Entity Address 2:

Entity City: Wakefield

Entity State: RI

Entity Zip Code: 02879

Entity Country: USA

Entity Mailing Address 1: 133 Old Tower Hill Road

Entity Mailing Address 2:

Entity Mailing City:  
Wakefield

Entity Mailing State: RI

Entity Mailing Zip Code:  
02879

Entity Mailing Country: United States of  
America

#### Business Interest in Other State 23

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: Nova  
Farms LLC

Owner Last Name:

Owner Suffix:

Entity Legal Name: Nova Beverage LLC

Entity DBA:

Entity Description: Hemp CBD beverage company

Entity Phone: 508-212-4490

Entity Email:  
derek@novafarms.com

Entity Website: southieseltzer.com

Entity Address 1: 1301 Atwood Avenue

Entity Address 2:

Entity City: Johnston

Entity State: RI

Entity Zip Code: 02919

Entity Country: United States of  
America

Entity Mailing Address 1: 34 Extension Street

Entity Mailing Address 2:

Entity Mailing City: Attleboro

Entity Mailing State: MA

Entity Mailing Zip Code:  
02703

Entity Mailing Country: United  
States of America

#### Business Interest in Other State 24

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Derek

Owner Last Name: Ross

Owner Suffix:

Entity Legal Name: Nova Farms Maine LLC

Entity DBA:

Entity Description: Adult Use Marijuana Company

Entity Phone: 508-218-4490

Entity Email:  
derek@novafarms.com

Entity Website:

Entity Address 1: 2374 Toe Of The Boot Road

Entity Address 2:

Entity City: Tomhegan

Entity State: ME

Entity Zip Code: 04478

Entity Country: USA

Entity Mailing Address 1: 2374 Toe Of The Boot Road

Entity Mailing Address 2:

Entity Mailing City: Tomhegan

Entity Mailing State: ME

Entity Mailing Zip Code:  
04478

Entity Mailing Country:  
USA

#### Business Interest in Other State 25

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John

Owner Last Name: Kenyon

Owner Suffix:

Entity Legal Name: Nova Farms Maine LLC

Entity DBA:

Entity Description: Adult Use Marijuana Company

Entity Phone: 508-218-4490

Entity Email:  
derek@novafarms.com

Entity Website:

Entity Address 1: 2374 Toe Of The Boot Road

Entity Address 2:

Entity City: Tomhegan

Entity State: ME

Entity Zip Code: 04478

Entity Country: USA

Entity Mailing Address 1: 2374 Toe Of The Boot Road

Entity Mailing Address 2:

Entity Mailing City: Tomhegan

Entity Mailing State: ME

Entity Mailing Zip Code:

Entity Mailing Country:



## DISCLOSURE OF INDIVIDUAL INTERESTS

## Individual 1

First Name: Derek Last Name: Ross Suffix:  
Marijuana Establishment Name: Herask Business Type: Marijuana Cultivator  
Marijuana Establishment City: Providence Marijuana Establishment State: RI

## Individual 2

First Name: John Last Name: Kenyon Suffix:  
Marijuana Establishment Name: OSCC, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Warwick Marijuana Establishment State: RI

## Individual 3

First Name: Brett Last Name: Fish Suffix:  
Marijuana Establishment Name: OSCC, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Warwick Marijuana Establishment State: RI

## Individual 4

First Name: Blair Last Name: Fish Suffix:  
Marijuana Establishment Name: OSCC, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Warwick Marijuana Establishment State: RI

## Individual 5

First Name: Zachary Last Name: Allen Suffix:  
Marijuana Establishment Name: OSCC, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Warwick Marijuana Establishment State: RI

## Individual 6

First Name: Robert Last Name: Grillo Suffix:  
Marijuana Establishment Name: OSCC, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Warwick Marijuana Establishment State: RI

## Individual 7

First Name: Brett Last Name: Fish Suffix:  
Marijuana Establishment Name: Ohio Craft Cultivators, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Dayton Marijuana Establishment State: OH

## Individual 8

First Name: Derek Last Name: Ross Suffix:  
Marijuana Establishment Name: Nova Farms LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Framingham Marijuana Establishment State: MA

## Individual 9

First Name: John Last Name: Kenyon Suffix:  
Marijuana Establishment Name: Nova Farms LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Framingham Marijuana Establishment State: MA

## Individual 10

First Name: Blair Last Name: Fish Suffix:



**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Framingham      **Marijuana Establishment State:** MA

**Individual 11**

**First Name:** Brett      **Last Name:** Fish      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Framingham      **Marijuana Establishment State:** MA

**Individual 12**

**First Name:** Duncan      **Last Name:** Harris      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Framingham      **Marijuana Establishment State:** MA

**Individual 13**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Framingham      **Marijuana Establishment State:** MA

**Individual 14**

**First Name:** Zachary      **Last Name:** Allen      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Framingham      **Marijuana Establishment State:** MA

**Individual 15**

**First Name:** Derek      **Last Name:** Ross      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 16**

**First Name:** John      **Last Name:** Kenyon      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 17**

**First Name:** Blair      **Last Name:** Fish      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 18**

**First Name:** Brett      **Last Name:** Fish      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 19**

**First Name:** Duncan      **Last Name:** Harris      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 20**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**



<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA

#### Individual 21

<b>First Name:</b> Zachary	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 22

<b>First Name:</b> Derek	<b>Last Name:</b> Ross	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 23

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 24

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 25

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 26

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 27

<b>First Name:</b> Robert	<b>Last Name:</b> Grillo	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 28

<b>First Name:</b> Zachary	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 29

<b>First Name:</b> Derek	<b>Last Name:</b> Ross	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 30

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
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<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA

Individual 31

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

Individual 32

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

Individual 33

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

Individual 34

<b>First Name:</b> Robert	<b>Last Name:</b> Grillo	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

Individual 35

<b>First Name:</b> Zachary	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

Individual 36

<b>First Name:</b> Derek	<b>Last Name:</b> Ross	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

Individual 37

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

Individual 38

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

Individual 39

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

Individual 40

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
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Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Cultivator
Marijuana Establishment City: Sheffield	Marijuana Establishment State: MA

#### Individual 41

First Name: Robert	Last Name: Grillo	Suffix:
Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Sheffield	Marijuana Establishment State: MA	

#### Individual 42

First Name: Zachary	Last Name: Allen	Suffix:
Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Sheffield	Marijuana Establishment State: MA	

#### Individual 43

First Name: Derek	Last Name: Ross	Suffix:
Marijuana Establishment Name: Nova Farms Maine LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Thorndike	Marijuana Establishment State: ME	

#### Individual 44

First Name: John	Last Name: Kenyon	Suffix:
Marijuana Establishment Name: Nova Farms Maine LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Thorndike	Marijuana Establishment State: ME	

#### Individual 45

First Name: Derek	Last Name: Ross	Suffix:
Marijuana Establishment Name: Nova Farms Maine LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Greenville	Marijuana Establishment State: ME	

#### Individual 46

First Name: John	Last Name: Kenyon	Suffix:
Marijuana Establishment Name: Nova Farms Maine LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Greenville	Marijuana Establishment State: ME	

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 136 Kellogg Road	
Establishment Address 2:	
Establishment City: Sheffield	Establishment Zip Code: 01257
Approximate square footage of the Establishment: 80000	How many abutters does this property have?: 16
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier: Tier 09: 70,001 to 80,000 sq. ft	Cultivation Environment: Outdoor

#### FEE QUESTIONS

Cultivation Tier: Tier 09: 70,001 to 80,000 sq. ft	Cultivation Environment: Outdoor
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#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Plan to Remain Compliant with Local Zoning	Plans to Comply with Local Zoning Ordinance.pdf	pdf	5c56044cb411c1126cf0036d	02/02/2019
Certification of Host Community Agreement	Host Community Agreement Certification Form_complete.pdf	pdf	5c5b285eb411c1126cf009a6	02/06/2019
Community Outreach Meeting Documentation	Comm Outreach Meeting Attestation Form_executed complete-compressed.pdf	pdf	5c5b4bbe8d16491b5c0f602e	02/06/2019

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.: \$118815.52

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT.pdf	pdf	5c56047f3779161b2a870acd	02/02/2019
Plan for Positive Impact	SUPPLEMENTAL INFORMATION Plan to Positively Impact Community of Disproportionate Impact.pdf	pdf	5c815e3f635d511b34751583	03/07/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:  
 First Name: John Last Name: Kenyon Suffix:  
 RMD Association: RMD Owner  
 Background Question: yes

##### Individual Background Information 2

Role: Other Role:  
 First Name: Derek Last Name: Ross Suffix:  
 RMD Association: RMD Owner  
 Background Question: yes

##### Individual Background Information 3

Role: Other Role:  
 First Name: Blair Last Name: Fish Suffix:  
 RMD Association: RMD Owner  
 Background Question: yes

##### Individual Background Information 4

Role: Other Role:  
 First Name: Brett Last Name: Fish Suffix:  
 RMD Association: RMD Owner



Background Question: yes

#### Individual Background Information 5

Role: Other Role:  
First Name: Duncan Last Name: Harris Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 6

Role: Other Role:  
First Name: Robert Last Name: Grillo Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 7

Role: Other Role:  
First Name: Zachary Last Name: Allen Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	BCWC Cert of Tax Compliance_Good Standing.pdf	pdf	5c1276e03f3b1b178d9d002c	12/13/2018
Articles of Organization	Articles Of Incorporation SOS.pdf	pdf	5c4e27ceedbb73122a6134b1	01/27/2019
Articles of Organization	Certificate Of Conversion SOS.pdf	pdf	5c4e280b3779161b2a86fd03	01/27/2019
Bylaws	BCWC LLC Operating Agreement-pgs. 1-15.pdf	pdf	5c4e2ada2724e81b52557fd6	01/27/2019
Bylaws	BCWC LLC Operating Agreement-pgs.16-26.pdf	pdf	5c4e2af58d16491b5c0f4bca	01/27/2019
Secretary of Commonwealth - Certificate of Good Standing	MA Sec. of Commonwealth-BCWC-Good Standing.pdf	pdf	5c55f4d9635d511b3474d41e	02/02/2019
Articles of Organization	INFORMATION ON REQUIRED BUSINESS DOCUMENTATION.pdf	pdf	5c5604da9ff0081b48217ce7	02/02/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MA Sec. of Commonwealth-Nova Farms LLC-Cert. of Organization Filed.pdf	pdf	6025c7f76d809f35defbbd79	02/11/2021
Department of Unemployment Assistance - Certificate of Good standing	Certificate Of Compliance Department Of Unemployment.pdf	pdf	6025c83b238c3036b0f85fa7	02/11/2021



Department of Revenue - Certificate of Good standing	Certificate of Good Standing 021721 (1).pdf	pdf	603032d1c9a47307e6f6ef3a	02/19/2021
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Massachusetts Business Identification Number: 001316771

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Nova Farms Biz Plan.pdf	pdf	5e4075f85a2369047f22505a	02/09/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5c55ece5eadf341230f650c9	02/02/2019
Inventory procedures	Inventory procedures.pdf	pdf	5c55ee47635d511b3474d411	02/02/2019
Dispensing procedures	Dispensing Plan.pdf	pdf	5c55ef448d16491b5c0f59ef	02/02/2019
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations-10 01 2018.pdf	pdf	5e49bc544fa2b004756a2567	02/16/2020
Storage of marijuana	Storage Procedures.pdf	pdf	5e49bcfd64339304b08ffe39	02/16/2020
Transportation of marijuana	Transportation Plans.pdf	pdf	5e49bf3264339304b08ffe43	02/16/2020
Quality control and testing	Quality control and contaminant testing procedures.pdf	pdf	5e49c2495a2369047f226509	02/16/2020
Personnel policies including background checks	Personnel Policies.pdf	pdf	5e49c2b37225f0046965987b	02/16/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5e49c37e5b05c304785e8576	02/16/2020
Maintaining of financial records	Policies and procedures for maintaining financial records .pdf	pdf	5e49c43b02a6e7045352d604	02/16/2020
Diversity plan	Diversity Plan.pdf	pdf	5e49c4845a2369047f22650f	02/16/2020
Security plan	Security Plans.pdf	pdf	5e4adeb65b05c304785e870d	02/17/2020
Policies and Procedures for cultivating.	Cultivation Operations.pdf	pdf	5e4adefd4fa2b004756a2727	02/17/2020
Prevention of diversion	Anti-Diversion Policies.pdf	pdf	5e4adf3281ae16046bec9b46	02/17/2020
Qualifications and training	Policies And Procedures For Qualifications And Training.pdf	pdf	6028364d1c95e43696ccea79	02/13/2021
Energy Compliance Plan	Energy Plan.pdf	pdf	6029711010e86b36bb896f9c	02/14/2021

### 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:** NOVA FARMS contacted Growthways, Inc. located in Brockton. Growthways, Inc. is a non-profit charitable organization whose mission is to provide community integrated programs for adults with intellectual and developmental disabilities. They are dedicated to providing quality services where individuals are supported and empowered to be valued, contributing members of their community.

Growthways provides education, training, advocacy, and support services to adults with intellectual disabilities in the Greater Brockton Area. Their approach is to see each person as an individual and to assist them in having the best quality of life possible. They are committed to providing high quality progressive supports in a home environment. They strive to educate and assist not only individuals and their families, but also the surrounding community, so that the people they serve can live as independently as possible and be valued members of their community. President and CEO of Growthways, Inc., Marty Berliner, confirmed that the organization is willing to accept donations from NOVA FARMS.

With the sales we have made to date we were able to make a contribution to Growthways in the amount of \$10,000.00. According to the letter we received from Mr. Berliner the money will be targeted to 4 homes in Brockton for adult men with developmental disabilities.

Nova Farms Cultural Committee teamed up with our retail team and Runways for Recovery for Breast cancer Awareness Month. Through the generous donation of our customers, we were able to raise over \$6,000.00. With the company matching funds we donated over \$13,000.00 to an amazing cause. Nova Farms Cultural Committee and a team of workplace volunteers performed a neighborhood clean-up in the month of September picking up over 300 lbs of garbage.

Our plan also included making our professional staff available to provide industry-specific instruction. In particular, NOVA FARMS will make its professional staff available for no less than an aggregate total of fifty (50) hours per year – based upon NOVA FARMS's licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission's regulations pertaining to Social Justice Leaders. We currently have not presented any Industry-Specific Instruction to the community due-to Covid restrictions; however we have begun to create an online instruction video to provide to the public.

NOVA FARMS opened and hired our employees in the middle of the Covid-19 pandemic. When the Governor's orders are relaxed, we will move forward with providing the training seminars to the eligible residents. NOVA FARMS is excited to having a positive effect on the communities and individuals disproportionately impacted.



## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

#### Description of Progress or Success: Nova Farms Diversity Plan Update-

Nova Farms has been working diligently to meet our Diversity goals. We hired a Human Resource Director and a new Compliance Officer. We have instituted multiple new initiatives.

#### ☐ Nova Farms Cultural Committee -

☐ The Culture Committee consists of 20 individuals throughout all Depts. within Nova Farms.

☐ The Culture Committee consists of Minority, Non-Minority, LGBTQ, Straight, and Veterans representation.

☐ Culture Committee meets on a bi-weekly basis to discuss various topics.

☐ Culture Sub-committees will work on a plethora of Outreach Activities identified by committee members to include such actions as-

☐ Clean-Ups in our area regularly

☐ Parks and River clean ups

☐ Sponsor Highway clean-up area

☐ Cultural Inclusion Workshops

☐ Adopt a Family for Holidays

☐ Can Food drive for Thanksgiving

☐ Coat, Hat,sock Drive for the homeless

☐ Education Sessions

☐ City of Attleboro Culture Committee Reps.

☐ Charitable donations at POS

☐ Tree Planting

☐ Work with Women's Shelter

☐ Animal Shelters

☐ Info sessions with the elderly thorough Council on Aging

☐ Yard clean up and shoveling for the elderly and Handicapped

☐ Culture Committee has placed Signage around our retail area informing customers and staff that Nova Farms is a Positive Space (This is a place where human rights are respected and where lesbian, gay, bisexual, transexual, transgender, two spirit and queer people and their friends and allies are welcomed and supported).

☐ Each member of the Cultural committee has been individually tasked with seeking out local organizations to increase our diversity pool.

#### Nova Farms Diversity Numbers Vs. Goals -Numbers from internal data obtained through questionnaire to all employees.

☐ Goal #1-Nova Farms, LLC hiring goal for Females is 50%

Actual - 54.5% Male, 42.5% Female, .5% Transgender, 2.5% Non-Binary,

☐ Goal #2-Nova Farms, LLC hiring goal for Minorities, Non-Binary, and LGBT Individuals is 25%

Actual - 20% Minority, 2.5% Non-Binary, 21.2% LGBTQ, 1% Wish not to Identify

☐ Goal #3-Nova Farms. LLC hiring goal for Veterans is 10%

Actual - 3%

☐ Goal #4-Nova Farms, LLC hiring goal for over 55 is 3%

Actual - 1%

☐ Goal #5-Nova Farms, LLC hiring goal for Special Needs and Physically Disabled



Individuals is 2%

Actual - 22.1%

☐ Goal #6 -Increasing Management Opportunities

Actual - 7 staff have been promoted internally to Management or Supervisory - 3

Female staff and 4 male staff

Nova Farms has recently identified multiple agencies they will be partnering with to help increase the pool of applicant diversity. We will be reaching out to these agencies prior to posting on general hiring sites to provide minority organizations with a chance to post positions.

<https://www.blackcareernetwork.com/>

<https://www.diversity.com/>

<https://www.naacpjobfinder.com/employer-offers>

<https://pink-jobs.com/>

**HOURS OF OPERATION**

<b>Monday From: 8:00 AM</b>	<b>Monday To: 6:00 PM</b>
<b>Tuesday From: 8:00 AM</b>	<b>Tuesday To: 6:00 PM</b>
<b>Wednesday From: 8:00 AM</b>	<b>Wednesday To: 6:00 PM</b>
<b>Thursday From: 8:00 AM</b>	<b>Thursday To: 6:00 PM</b>
<b>Friday From: 8:00 AM</b>	<b>Friday To: 6:00 PM</b>
<b>Saturday From: 8:00 AM</b>	<b>Saturday To: 6:00 PM</b>
<b>Sunday From: 12:00 PM</b>	<b>Sunday To: 6:00 PM</b>



### **Plans to Comply with Local Zoning Ordinance:**

BCWC has met with the Sheffield Director of Planning and determined that the property at 136 Kellogg Road is in an R1 zoning district. The Sheffield Zoning Ordinance permits agricultural uses in the R1 zoning district. To date Sheffield has not adopted any zoning ordinance provisions relating to adult use marijuana cultivation, product manufacturing or sales.

BCWC is proposing the outdoor cultivation of marijuana on the property that has been a farm for many years. At this time no zoning relief is necessary for the proposed outdoor marijuana cultivation establishment. If Sheffield amends its zoning ordinances, and relief is necessary, then BCWC will apply for and obtain the necessary zoning relief.

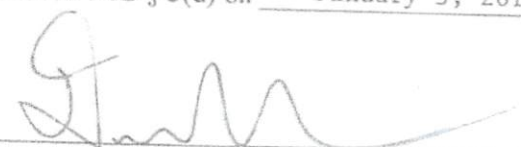


## Host Community Agreement Certification Form

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).

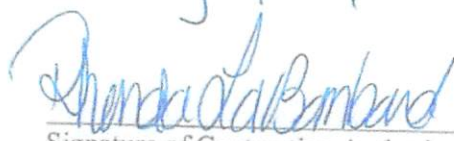
### Applicant

I, Derek Ross, (insert name) certify as an authorized representative of BCWC LLC (insert name of applicant) that the applicant has executed a host community agreement with The Town of Sheffield, Massachusetts (insert name of host community) pursuant to G.L.c. 94G § 3(d) on January 3, 2019 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Rhonda LaBombard, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Sheffield (insert name of host community) to certify that the applicant and Town of Sheffield (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 3, 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community



**Host Community Agreement  
between  
Town of Sheffield, Massachusetts  
and  
BCWC LLC**

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This Host Community Agreement (HCA) is entered into this 3rd day of January, 2019 by and between the Town of Sheffield, a Massachusetts municipal corporation with an address of 21 Depot Square, Sheffield, MA 01257, acting by and through its Board of Selectmen (the "Town"), and BCWC LLC, a Massachusetts limited liability company, and any successor in interest, with a principal office address of 34 Extension St. Attleboro, MA 02703 (the "Company"). The Town and Company collectively are referred to as the "Parties."

WHEREAS, the Company intends utilize type of space located at 1876 and 1884 North Main Street, Sheffield, MA 01257 (the "Premises") for the purposes of operating as a Marijuana Cultivator and Marijuana Product Manufacturer (type of adult marijuana operation (s)) in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G. L. c. 94G, 105 CMR 750.00 and/or 935 CMR 500.00 and such local approvals and permits as may be issued by the Town in accordance with its Zoning By-Laws and other applicable local regulations and covenants in Town.

WHEREAS, Company intends to submit applications to the Cannabis Control Commission (the "Commission") for such adult marijuana licenses, the Town acknowledges that it will timely comply with any requests from the Commission in connection with said applications.

WHEREAS, this HCA shall constitute the stipulations of responsibilities between the Town as host community and Company pursuant to G. L. c. 94G, §3 for the Premises.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company offers and the Town accepts this Agreement in accordance with G. L. c. 44, §53A and G. L. c. 94G, §3 as follows:

**1. Community Impact Fees**

Company shall make annual Community impact fees, which are due on June 1 of each year, pursuant to G. L. c. 94G, §3 to the Town in the following amounts:

Three percent (3%) of gross sales of usable Marijuana or Marijuana or Marijuana Products (as defined by 935 CMR500.002) of the Marijuana Establishment located at 1876 and 1884 North Main Street, Sheffield, MA 01257. The term "gross sales" shall mean the total of all sales transactions without limitation, whether wholesale or retail, and shall include, but not be limited



to, all sales occurring to any of Company's Establishments as well as to non-Company Marijuana Establishments.

Community impact fees shall be paid by Company annually each year on the 1<sup>st</sup> of June. Said Community impact fees shall be tendered pursuant to G. L. c. 44, §53A and G. L. c. 94G, §3 for the purpose of addressing the cost of such direct and secondary impacts of the Company's operation within the Town, provided, however, that the Town may use Community impact fees to address appropriate Town needs at the sole discretion of the Town's Board of Selectmen. The Parties agree that the amount of the Community impact fees set forth herein is reasonably related to the real tangible and intangible mitigation costs imposed upon the Town due to the Company's activities within the Town.

Community impact fees shall be made yearly and commence upon receipt of the certificate of occupancy issued for the Premises, and shall continue for a period of five (5) years. At the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Community impact fee as an Amendment to this Agreement; provided, however, that if the parties are unable to reach an Agreement on a successor Community impact fee, the Community impact fee specified in Section 1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community impact fee.

It is expressly agreed by the Parties that in the event Company executes a Host Community Agreement pursuant to G. L. c. 94G, §3, with any other municipality that pays to said municipality a percentage rate higher than 3% as a community impact fee, Company shall pay to the Town the same Community impact fee provided to said other municipality.

Revenues are expected to be reported to the Commission and the Department of Revenue. Company shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this HCA in accordance with standard accounting practices and any applicable regulations or guidelines of the Commission. All records shall be kept for a period of at least seven (7) years. Review of Company's books, financial records, or other documents may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with Company's normal business activities.

Company acknowledges that time is of the essence with respect to their timely payment of the Community impact fees required under this Section of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

## **2. Local Vendors and Employment Preferences**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-



discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Premises when such contractors and suppliers are properly qualified and price competitive. Company shall use good faith efforts and give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Premises.

### **3. Local Taxes**

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

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L.c.59,§38, or (iii) if Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Company shall pay to the Town an amount, which when added to the taxes if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by Company under Section 1 of this HCA.

### **4. Security**

Company shall coordinate with the Sheffield Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Sheffield Police Department, including but not limited to, periodic meetings to review operational concerns, communication to Sheffield Police Department of any suspicious activities on the Premises, and development of anti-diversion procedures, as required.

### **5. Community Impact Concerns**

Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Premises, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Premises; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

### **6. Additional Obligations**

Company shall comply with all state and local laws, rules, regulations and orders applicable to the Premises and work provided pursuant to this HCA, such provisions being incorporated herein by



reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises and as required for the performance of such work.

#### **7. Successors/Assigns**

This HCA is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor Company shall assign or transfer any interest in the HCA without the written consent of the other.

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

#### **8. Notices**

Any and all notices, or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

#### **9. Severability**

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### **10. Governing Law**

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

#### **11. Amendments**

Amendments to the terms of this HCA may be made only by written agreement of the Parties.



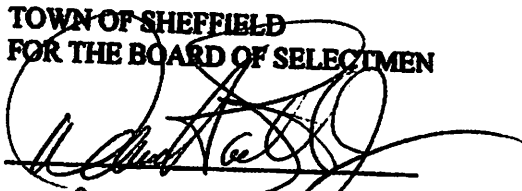
**12. Indemnification**

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Premises. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

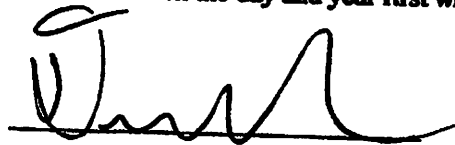
IN WITNESS WHEREOF, the parties hereto have executed this HCA on the day and year first above written.

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

TOWN OF SHEFFIELD  
FOR THE BOARD OF SELECTMEN

  
Robert A. Heene  
Paul M. Mook

Date: 1-16-19



CEO  
Officer

Date: 1-3-19



## 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, Derek Ross, (*insert name*) certify as an authorized representative of BCWC LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Sheffield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 2/5/19 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Rhonda LaBambard, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Sheffield (*insert name of host community*) to certify that the applicant and Town of Sheffield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 22, 2019 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community



**First Amendment to  
Host Community Agreement  
Between  
Town of Sheffield, Massachusetts  
and  
BCWC LLC**

This first amendment (the "Amendment") hereby amends the Host Community Agreement between the Town of Sheffield, Massachusetts and BCWC LLC ("Operator"), executed in January 2019 (the "Agreement").

WHEREAS, Operator, in addition to commercial space located at 1876 and 1884 North Main Street, Sheffield, MA 01257 (which Operator intends to utilize for the purposes of operating as a marijuana cultivator and marijuana product manufacturer), also intends to utilize commercial space located at 136 Kellogg Road, Sheffield, MA 01257 for the purposes of operating as a marijuana cultivator pursuant to G.L. c. 94G.

WHEREAS, the Parties wish to amend the Agreement.

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

1. References to "BCWC" in the Agreement shall be understood to mean "BCWC LLC"
2. The definition of "Premises" in the Agreement shall include the commercial spaces at 1876 North Main Street, 1884 North Main Street and 136 Kellogg Road.
3. The Agreement is amended by striking out Paragraph 1, as so appearing, and inserting in place thereof the following Paragraph:

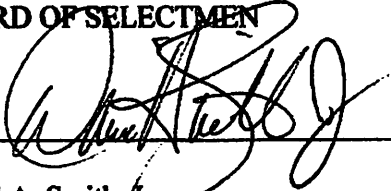
Company shall make annual community impact fees, which are due on June 1 of each year, pursuant to G.L. c. 94G, § 3, to the Town in the following amounts:

Three percent (3%) of gross sales of usable Marijuana or Marijuana Products (as defined by 935 CMR 500.002) of the marijuana establishments located at 1876 and 1884 North Main Street and 136 Kellogg Road, Sheffield, MA. The term "gross sales" shall mean the total of all sales transactions without limitation, whether wholesale or retail, and shall include, but not be limited to, all sales occurring to any of the Company's establishments as well as to non-company marijuana establishments.



IN WITNESS HEREOF, the Parties hereto have amended the Agreement as of the date of the last execution below.

TOWN OF SHEFFIELD  
BOARD OF SELECTMEN



David A. Smith, Jr.



Nadine A. Hawver



Rene C. Wood



Name - Officer

Derek Ross

Printed Name

2/5/19

Date



## 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, Derek A. Ross, (*insert name*) attest as an authorized representative of BCWC LLC (*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 February 1, 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 January 25, 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 January 22, 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 January 18, 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*).

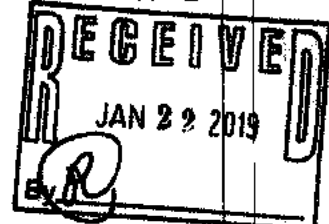


5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment 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.



**EQUAL OPPORTUNITY EMPLOYER**  
The Berkshire Hills Regional School District does not discriminate on the basis of age, race, color, sex, sexual orientation, sexual gender, gender identity, homelessness, religion, national origin or disabilities.





January 22, 2019

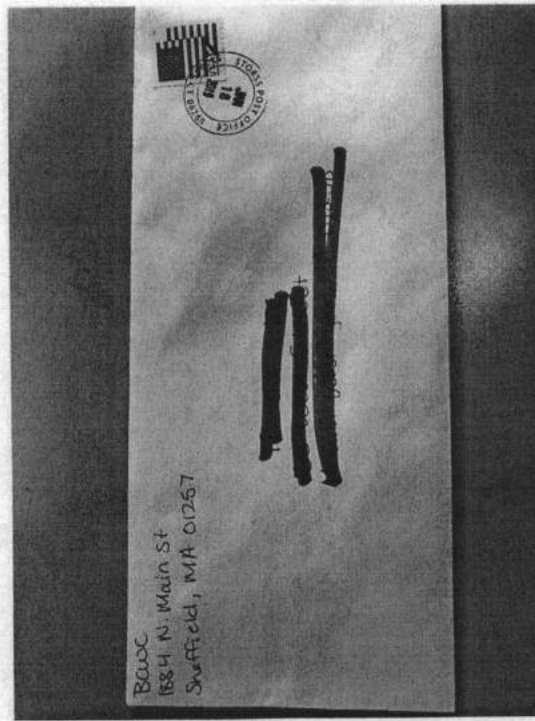
Town of Sheffield  
Town Clerk  
Board of Selectmen  
Planning Board

Re: 136 Kellogg., Sheffield, MA 01257.

**NOTICE OF COMMUNITY OUTREACH MEETING**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 1, 2019 at 5:00PM at Sheffield Town Hall at 21 Depot Square, Sheffield, MA 01257. The proposed Marijuana Cultivator Establishment is anticipated to be located at 136 Kellogg Road, Sheffield, MA 01257. Representatives of the Company proposing to locate the Marijuana Establishment will present their plans to the public and there will be an opportunity for the public to ask questions.







January 22, 2019

Town of Sheffield  
Town Clerk  
Board of Selectmen  
Planning Board

Re: 136 Kellogg., Sheffield, MA 01257.

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 1, 2019 at 5:00PM at Sheffield Town Hall at 21 Depot Square, Sheffield, MA 01257. The proposed Marijuana Cultivator Establishment is anticipated to be located at 136 Kellogg Road, Sheffield, MA 01257. Representatives of the Company proposing to locate the Marijuana Establishment will present their plans to the public and there will be an opportunity for the public to ask questions.







34 Extension Street, Attleboro, MA 02703  
NovaFarms.com

February 3, 2021

Rhonda LaBombard  
Town Administrator  
Sheffield Town Hall  
21 Depot Square  
Sheffield MA 01257

*Sent via email to: [RLaBombard@SheffieldMA.gov](mailto:RLaBombard@SheffieldMA.gov)*

Dear Ms. LaBombard:

I am writing to you on behalf of Nova Farms LLC regarding their outdoor marijuana cultivation farm at 136 Kellogg Road in Sheffield. We are in the process of renewing our cultivation license with the Massachusetts Cannabis Control Commission. One of the requirements in the renewal process is that we request information from the municipality regarding our Host Community Agreement records. Specifically, we are looking for any cost, either actual or anticipated, associated with the operation of our establishment at 136 Kellogg Road. We are required to provide the response to the Massachusetts Cannabis Control Commission in our renewal application.

Please contact me if you have any questions on this request.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John F. Kenyon", written over a horizontal line.

John F. Kenyon, Member  
JFK/pas





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34 Extension Street, Attleboro, MA 02703  
NovaFarms.com

February 14, 2021

Massachusetts Cannabis Control Commission  
Union Station,  
2 Washington Square,  
Worcester, MA 01604

Dear Sir or Madam:

I am writing to you on behalf of Nova Farms LLC regarding the Renewal Application MCR139969 for their outdoor marijuana cultivation farm at 136 Kellogg Road in Sheffield. On February 3, 2021 we requested information from the Town of Sheffield regarding our Host Community Agreement. We specifically requested information on any cost, either actual or anticipated, associated with our establishment at 136 Kellogg Road in Sheffield.

At this time, we have not received any response from the Town of Sheffield.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John F. Kenyon", is written over a horizontal line.

John F. Kenyon, Member  
JFK/pas



## BCWC LLC – PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

BCWC LLC has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth (“Plan”). Set forth below is BCWC’s proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission (“CCC”) as they relate to establishing and implementing plans to address areas of disproportionate impact.

### 1. Identification and Selection of Area(s) of Disproportionate Impact for Implementation of Plan.

BCWC has taken note of the communities of disproportionate impact identified by the CCC:

Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester.

BCWC’s intends to implement its Plan to primarily benefit the communities of Mansfield and Taunton, given their proximity to BCWC’s Attleboro location (the “Selected Communities”). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, BCWC intends to revise its Plan to include that municipality as an additional Plan beneficiary.

### 2. Two-Prong Approach to Positively Impact Areas of Disproportionate Impact. BCWC’s Plan to positively impact the targeted communities will be two-fold.

#### A. Financial Support of Worthy Causes.

In the first instance, BCWC will implement a donor-based initiative. Specifically, BCWC will provide additional financial resources to nonprofit community-based organizations which offer a safe environment and support system for youth within the Selected Communities. In particular, BCWC will make financial contributions to the Boys and Girls Club of Taunton, as well as the Hockomock Area YMCA’s Mansfield Arts & Education Center. These organizations provide critical services to the youth in their respective host communities, including after school programs and other initiatives that provide youth with positive alternatives to crime and drug use.

Total financial contributions will be no less than \$10,000.00 annually. Contributions shall be made no less than annually and shall come no later than sixty (60) days following the close of BCWC’s fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by BCWC, and that the payments, in the aggregate, won’t exceed the amount identified in the Plan.

#### B. Industry-Specific Instruction.

In an effort to benefit work-force eligible residents within areas of disproportionate impact, BCWC intends on making its professional staff available to provide industry-specific instruction. In particular, BCWC will make its professional staff available for no less than an



## BCWC LLC – PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

aggregate total of fifty (50) hours per year – based upon BCWC’s licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission’s regulations pertaining to Social Justice Leaders.



**SUPPLEMENTAL INFORMATION  
FOR  
APPLICATION OF INTENT PACKET FOR  
BCWC – Plan to Positively Impact Areas of Disproportionate Impact**

BCWC has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth (“Plan”). Set forth below is BCWC’s proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission (“CCC”) as they relate to establishing and implementing plans to address areas of disproportionate impact.

1. Identification and Selection of Area(s) of Disproportionate Impact for Implementation of Plan.

BCWC has taken note of the communities of disproportionate impact identified by the CCC:

Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester.

BCWC’s intends to implement its Plan to primarily benefit the communities of Mansfield and Taunton, given their proximity to BCWC’s Attleboro location (the “Selected Communities”). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, BCWC intends to revise its Plan to include that municipality as an additional Plan beneficiary.

BCWC has spoken with Amanda Driscoll from the Hockomock YMCA and she is excited to be working with BCWC. Please see email correspondence attached as Exhibit “1”.

BCWC has also reached out to The Boys & Girls Club of Taunton. BCWC representative spoke to Derek Heim the Interim Director. Derek was very happy to be partnering with BCWC but his only strategy is to donate the money first to the Town of Taunton with a contractual designation that it then be gifted to the Boys & Girls Club of Taunton. Because the Boys & Girls Club gets federal dollars donated to it, they want to make sure that the donation does not come directly from BCWC as it is possible that they could lose federal funding. The set-up is amenable to BCWC as we will set up a “designate contract” with our donation. Email to Derek Heim is attached as Exhibit “2”.

2. BCWC’s Goals to Positively Impact These Communities

- A. BCWC shall have a positive impact on the members of the communities of Mansfield and Taunton and on those communities as a whole, by providing business assets such as time, organization skills and finances.
- B. BCWC shall assist individuals and businesses facing systemic barriers to employment and economic success by providing mentoring, professional and technical services.



3. BCWC's Proposed Programs to Positively Impact Areas of Disproportionate Impact. BCWC's Plan to positively impact the targeted communities will be two-fold.

- A. Financial Support of Worthy Causes.

In the first instance, BCWC will implement a donor-based initiative. Specifically, BCWC will provide additional financial resources to nonprofit community-based organizations which offer a safe environment and support system for youth within the Selected Communities. In particular, BCWC will make financial contributions to the Boys and Girls Club of Taunton, as well as the Hockomock Area YMCA's Mansfield Arts & Education Center. These organizations provide critical services to the youth in their respective host communities, including after school programs and other initiatives that provide youth with positive alternatives to crime and drug use.

- B. Industry-Specific Instruction.

In an effort to benefit work-force eligible residents within areas of disproportionate impact, BCWC intends on making its professional staff available to provide industry-specific instruction. In particular, BCWC will make its professional staff available for no less than an aggregate total of fifty (50) hours per year – based upon BCWC's licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission's regulations pertaining to Social Justice Leaders.

4. Measurement of BCWC's Positive Impact on Areas of Disproportionate Impact. BCWC shall use the following metrics to determine the success of these programs:

- A. BCWC shall quantitatively measure the success of this plan by insuring that the combined amount donated to the two programs is at least \$10,000.00 annually. A contribution shall be made no less than annually and shall come no later than 60 days following the close of BCWC's fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by BCWC, and that the payments, in the aggregate, won't exceed the amount identified in the Plan.

BCWC will use the qualitative measurement determining the success of these programs by the amount of children who are able to participate in field trips, sports, and other extracurricular activities, due to the proposed donations. We will measure success by analyzing the historical data for items like field trips and sports from past year against the current year's activity level in the programs. Higher participation rates in the current year of our resources in these programs, will help identify the success of the proposed donations.

- B. BCWC shall quantitatively measure the success of the industry-specific instruction program by insuring that its professional staff completes no less than an aggregate total of 50 hours per year of the proposed instruction.



The qualitative measurement of success will be determined by the number of participants in the industry-specific instruction program that obtain adult use cannabis industry employment. We will also focus on the types of jobs that are created through the industry-specific instruction program.

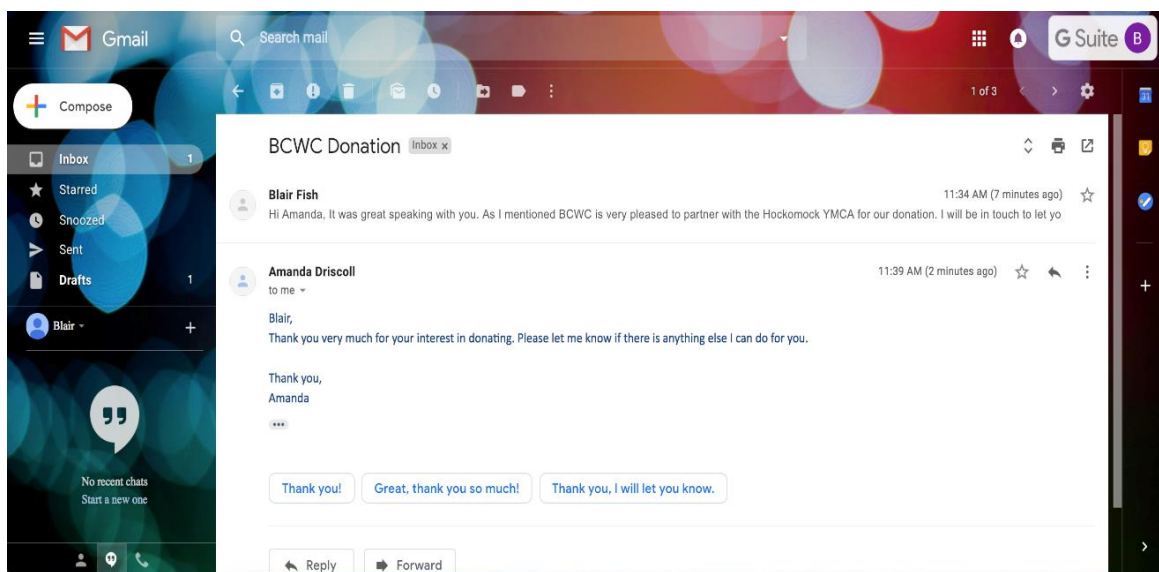
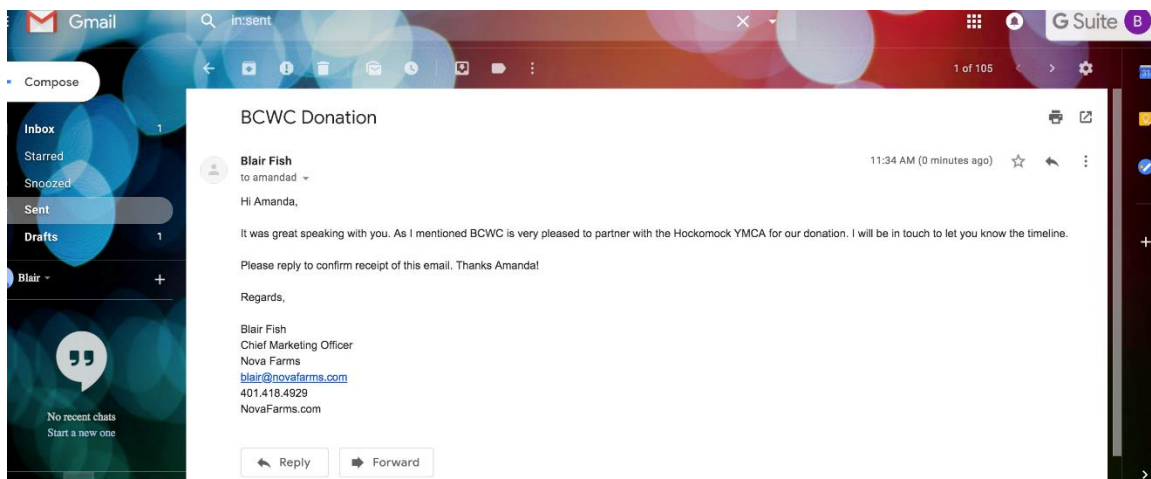
5. Plan Assessment

BCWC shall evaluate the plan's progress on a quarterly basis. BCWC shall assess the Plan to Positively Impact Areas of Disproportionate Impact within nine months of commencement of operations. At that time, a report will be prepared, determining the success of the plan, using the above-referenced matrix. This report shall be provided to the CCC during our annual license renewal application.

6. The Applicant 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.
7. Any actions taken, or programs instituted, by the Applicant will not violate the commission's regulations with respect to limitations on ownership or control or other applicable state laws.

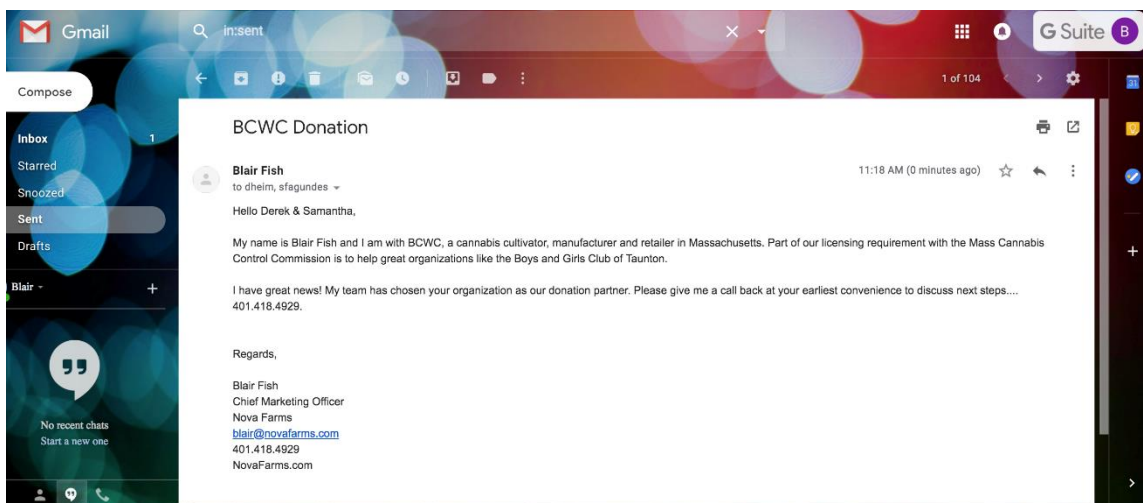


## EXHIBIT “1”





## EXHIBIT “2”







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

mass.gov/dor

Letter ID: L0003531392  
Notice Date: August 23, 2018  
Case ID: 0-000-416-569



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BCWC LLC  
34 EXTENSION ST  
ATTLEBORO MA 02703-4641

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 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](http://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**  
**William Francis Galvin**

Minimum Fee: \$35.00

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

Special Filing Instructions

**Articles of Organization**

(General Laws, Chapter 180)

Identification Number: 001258566

**ARTICLE I**

The exact name of the corporation is:

BCWC, INC.

**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

TO ENGAGE IN ANY OR ALL LAWFUL ACTS OR ACTIVITIES FOR WHICH NON-PROFIT CORPORATIONS MAY BE ORGANIZED UNDER THE GENERAL NON-PROFIT CORPORATION LAWS OF MASSACHUSETTS AND PERMITTED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

NONE.

**ARTICLE IV**

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

*(If there are no provisions state "NONE")*

THE CORPORATION IS ORGANIZED EXCLUSIVELY FOR NONPROFIT PURPOSES. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES OF THE CORPORATION. IN THE EVENT OF DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSES OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE, IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS. NO OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONET



ARY DAMAGES FOR OR ARISING OUT OF A BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY A PPLICABLE LAW (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

*Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.*

**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**ARTICLE VII**

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

**a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:**

No. and Street: 679 WASHINGTON STREET  
SUITE 8, BOX #117  
City or Town: SOUTH ATTLEBORO State: MA Zip: 02703 Country: USA



**b. The name, residential street address and post office address of each director and officer of the corporation is as follows:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code	<b>Expiration of Term</b>
PRESIDENT	DEREK ROSS	632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA 632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA	12/31/2018
TREASURER	JOHN MAY	21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA 21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
CLERK	MICHAEL SHINE	35 WESTFORD AVE. WARWICK, RI 02889 USA 35 WESTFORD AVE. WARWICK, RI 02889 USA	12/31/2018
DIRECTOR	BRETT E. FISH	213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	STOWELL L. BURNHAM IV	86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA 86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA	12/31/2018
DIRECTOR	JOHN F. KENYON	223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	DUNCAN HARRIS	717 DAKIN RD. FERRISBURGH, VT 05456 USA 717 DAKIN RD. FERRISBURGH, VT 05456 USA	12/31/2018

**c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:**  
December

**d. The name and business address of the resident agent, if any, of the business entity is:**

Name: INCORP SERVICES, INC.  
 No. and Street: 44 SCHOOL STREET  
SUITE 325  
 City or Town: BOSTON State: MA Zip: 02108-4209 Country: USA

**I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:**  
/S/JOHN F. KENYON

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 31 Day of January, 2017. (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.)*

/S/JOHN F. KENYON

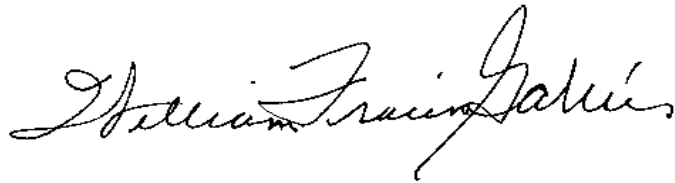
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THE COMMONWEALTH OF MASSACHUSETTS

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

January 31, 2017 10:05 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' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



D  
PC

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FORM

BCWC, Inc. is a registrant  
with the Department of Public Health  
in accordance with 105 CMR 725.100(C)  
as of February 15, 2018.

*Bryan Harter*  
Bryan Harter  
Director

Medical Use of Marijuana Program  
Bureau of Healthcare Safety and Quality  
Massachusetts Department of Public Health

- (1) Exact name of corporation prior to conversion: BCWC, INC.
- (2) Registered office address: 44 School Street, Suite 325, Boston, Massachusetts 02108-4209  
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:  
BCWC LLC
- (4) New type of entity: Limited Liability Company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: \_\_\_\_\_

Signed by: \_\_\_\_\_

(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,  
☒ President,  
☐ Other officer,  
☐ Court-appointed fiduciary,

on this 12th day of February, 2018



**Certificate of Organization**

- (1) Federal Identification No.: 81-5161956
- (2) The exact name of the limited liability company: BCWC LLC
- (3) The street address of the office in the commonwealth at which its records will be maintained: 34 Extension Street, Attleboro, Massachusetts 02703
- (4) The general character of the business: The operation of a Registered Marijuana Dispensary.
- (5) The name and street address, of the resident agent in the commonwealth: INCORP SERVICES, INC., 44 School Street, Suite 325, Boston, MA 02108-4209
- (6) The name and business address, if different from office location, of each manager, if any:
- The following manager has a business address at 34 Extension Street, Attleboro, Massachusetts 02703:
- Derek A. Ross
- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers: N/A
- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court: Derek A. Ross, President, 34 Extension Street, Attleboro, Massachusetts
- (9) Additional matters: N/A

Signed by: \_\_\_\_\_

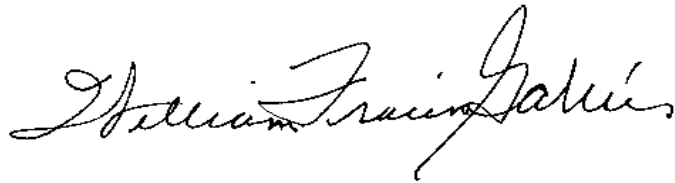
Benjamin L. Rackliffe  
Authorized Representative



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:

March 09, 2018 08:44 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' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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**BCWC LLC**

**A MASSACHUSETTS LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT**

**March 9, 2018**

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**THE SHARES DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THEY ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS, INCLUDING BUT NOT LIMITED TO RULE 506 UNDER REGULATION D AND SECTION 4(2) OF THE SECURITIES ACT. THE SHARES DESCRIBED IN THIS AGREEMENT ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE AGREEMENT. FURTHERMORE, THE SHARES MAY NOT BE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.**



OPERATING AGREEMENT  
OF  
BCWC LLC

THIS OPERATING AGREEMENT (as it may be further amended from time to time in accordance with its terms, the "Agreement") is entered into as of the 9th day of March, 2018, by and among BCWC LLC, a Massachusetts limited liability company (the "Company") and the undersigned Persons who comprise all of the members of the Company as of the date hereof (each a "Shareholder" and collectively the "Shareholders"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 below.

PRELIMINARY STATEMENT

The Company was established on March 9, 2018 by the filing of the Certificate with the State pursuant to the Act. The purposes of this Agreement are to (i) set forth the rights and obligations of the Shareholders and the Company; and (ii) adopt this Agreement as the operating agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of the Directors or the Shareholders are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall govern unless prohibited by the Act.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Shareholders hereby agree as follows:

Definitions. The capitalized terms set forth below shall have the following meanings:

"Act" means the Limited Liability Company Act of the State, as amended and in effect from time to time.

"Affiliate" means, as to any Person, any other Person which directly controls, is controlled by or is under common control with such Person by equity ownership.

"Available Cash Flow" has the meaning set forth in Section 10.1.

"Capital Contribution" means, as to each Shareholder, (i) the amount of cash (or the agreed fair market value of property) contributed to the capital of the Company as a condition precedent to the issuance of such Person's Shares and (ii) any subsequent capital contribution made by the Shareholder to the Company.

"Capital Transaction" means the sale or exchange of all or substantially all of the assets of the Company or the merger or consolidation of the Company.

"Certificate" means the Company's Articles of Entity Conversion of Domestic Business Corporation to a Domestic Other Entity filed with the State in accordance with M.G.L.156D, Section 9.50 *et seq.*, as amended or restated from time to time.



**"Code"** means the Internal Revenue Code of 1986, as amended, or any successor statute, together with any relevant Treasury Regulation promulgated thereunder.

**"Company"** is defined in the Preliminary Statement set forth above.

**"Compensatory Payments"** means payments made to Shareholders in consideration of services rendered to the Company, which payments (i) are required to be treated as so-called "guaranteed payments" under Section 707 of the Code and (ii) do not constitute distributions of Available Cash Flow for the purposes of Section 10.2 hereof.

**"Consent"** means, with respect to the Shareholders, a vote of the Shareholders holding at least a majority of the outstanding Shares, either taken at a meeting of the Shareholders duly called and held or by the written consent of the Shareholders holding at least a majority of the outstanding Shares in lieu of a meeting or (ii) with respect to the Directors, a vote of a majority of the Directors then in office taken at a meeting of the Board of Directors, duly called and held at which a quorum was present and voting or by unanimous written consent of the Directors then in office, in lieu of such a meeting.

**"Director"** or **"Board of Directors"** means the Person(s) responsible for the management of the Company, including any Person designated as a manager or Director in the Certificate and any Person subsequently appointed as a Director pursuant to this Agreement. For the purposes of this Agreement, the term "Director" is intended to have the same meaning as the term "manager" as used in the Act.

**"Dollars"** or **"\$"** mean U.S. Dollars.

**"Intellectual Property"** means any legal rights available under patent, copyright, trade secret or trademark law or any other similar statutory provision or common law doctrine in the United States or anywhere else in the territories where the Company's rights may be legally protectable, including without limitation all domain names, designs, recipes, formulae, algorithms, procedures, methods, business processes, techniques, ideas, know-how, results of research and development, software, tools, data, market studies, business plans, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

**"Person"** means any natural person, partnership (whether general or limited), limited liability company, corporation or nominee of any of the foregoing.

**"Presumed Tax Liability"** means with respect to any particular Shareholder for any particular period, an amount equal to the product of (i) the taxable income of the Company allocated to such Shareholder with respect to the period, less any tax Losses previously allocated to such Shareholder by the Company, provided such tax Losses have not already been used to calculate such Shareholder's Presumed Tax Liability with respect to the Company and without regard to whether such Shareholder has previously used Losses allocated by the Company to offset



passive activity income from any other entity) and (ii) the Presumed Tax Rate for such period.

**"Presumed Tax Rate"** means, for any particular period, the highest combined Federal and state income tax rate applicable during such period to any natural person who is a Shareholder of the Company, taxable at the highest marginal Federal income tax rate and the highest marginal state income tax rate applicable to any Shareholder based upon his or her last known address on the records of the Company (after giving effect to the Federal income tax deduction for state and any local income taxes, net of any available tax credits and disregarding the effects of Code Sections 67 and 68).

**"Profits or Losses"** means for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such fiscal year or period, adjusted in accordance with applicable provisions of the Code and Treasury Regulations.

**"Reserves"** means funds or amounts set aside or otherwise allocated for (i) the payment of the debts or expenses of the Company, including future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company's business or (ii) for such other purposes as the Director(s) may from time to time determine to be appropriate in their reasonable business judgment, including without limitation working capital reserves, reserves for capital expenditures and reserves for the growth and expansion of the Company and its Affiliates.

**"Regulations"** means the rules and regulations related to the State's Medical Use of Marijuana Program administered by the Department of Public Health, 105 CMR 725.00 *et seq.*, as the same may be amended and/or supplemented from time to time.

**"Shareholder"** is intended to have the same meaning as the term "member" as used in the Act.

**"Shares"** means the equity membership interests of the Company.

**"State"** means the Commonwealth of Massachusetts.

**"Supermajority Consent"** means, with respect to the Shareholders, a vote of Shareholders holding at least a two-thirds (2/3) majority of the outstanding Shares, either taken at a meeting of the Shareholders duly called and held or by the written consent of Shareholders holding at least a two-thirds (2/3) majority of the outstanding Shares in lieu of a meeting.

**"Tax Distribution"** means a distribution of Available Cash Flow or net proceeds from a Capital Transaction pursuant to Section 10.2(a)(i) or 10.2(b)(i).

**"Transfer"** means, with respect to any Shares, or any interest therein, any direct, or indirect sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, gift or other disposition, whether voluntary or by operation of law and whether or not for consideration.

**"Unreturned Capital"** means, with respect to any Shareholder, the aggregate Capital Contributions of such Shareholder, less the aggregate amount of all distributions to the Shareholder pursuant to Section 10, other than Tax Distributions.



SECTION 2. Name. The name of the Company is set forth in the Preliminary Statement. The name of the Company may be changed from time to time with the Consent of the Shareholders as provided for in the Act.

SECTION 3. Purposes. The purposes for which the Company was organized are to engage in the business of operating a Registered Marijuana Dispensary certified and registered with the Massachusetts Executive Office of Health and Human Services Department of Public Health. The Company may engage in activities which are incidental or otherwise related to the foregoing purposes but it shall not engage in any other business or commercial activities except as permitted by the Act and the Regulations and with the Supermajority Consent of the Shareholders.

SECTION 4. Business Address. The primary business address of the Company as of the date hereof is 34 Extension Street, Attleboro, Massachusetts. The Director(s) may change the Company's business address at any time and from time to time without amending this Agreement, unless otherwise provided by the Act. The Company may maintain such additional offices at such other places as the Director(s) may hereafter determine.

SECTION 5. Resident Agent and Resident Office in the State. The name and address of the Company's resident agent for service of process in the State are set forth in the Certificate. The Director(s) may change the resident agent or resident office in the State at any time without amending this Agreement, unless otherwise provided by the Act.

SECTION 6. Tax Treatment; No State Law Partnership. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Shareholders that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws.

SECTION 7. Powers of the Company.

7.1 General Powers of the Company. Subject to the provisions of this Agreement and the Act, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to, or if furtherance of the purposes set forth in Section 3 above, including without limitation, the power:

- (a) To conduct its business, and to carry on its operations and have and exercise all powers granted to the Company hereunder, or to limited liability companies under the Act and Regulations;
- (b) Directly to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible;
- (c) To enter into, perform and carry out contracts of every kind and description, including without limitation, contracts with Shareholders, any Affiliates agents, franchisees or other third parties;
- (d) To purchase, take, receive, subscribe for and otherwise acquire, own, hold, vote,



use, employ, sell, mortgage, lend, pledge or otherwise dispose of or deal in and with, shares or other interests in or obligations of the domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies (including the power to be admitted as a Shareholder or shareholder or be appointed as a Director thereof, and to exercise the rights to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or any other government, state, territory, governmental district or municipality or any foreign government or political subdivision of any of the foregoing, subject to the Act and Regulations;

(e) To invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested subject to the Act and Regulations;

(f) To sue and be sued, complain and defend and participate in administrative or other proceedings;

(g) To appoint employees and agents of the Company and define their duties and fix their compensation;

(h) To indemnify any person in accordance with the Act, Regulations or this Agreement;

(i) To obtain any and all types of insurance;

(j) To make distributions of cash or property to the Shareholders from time to time, including without limitation distributions of Available Cash Flow;

(k) To cease its activities and cancel its Certificate, subject to the provisions of this Agreement;

(l) To negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(m) To borrow money and issue evidences of indebtedness; to provide credit enhancements including guaranties of the indebtedness and other obligations of third parties, to secure the same by mortgage, pledge or other lien on the assets of the Company and to issue equity securities, convertible securities and warrants and options to acquire securities of the Company;

(n) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(o) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

7.2 Merger; Consolidation; Conversion. Subject to requirements of Section 8.6 herein, the Company may merge with, consolidate or be converted into another domestic or foreign limited liability company or other business entity, upon the Super Majority Consent of the



Shareholders and otherwise in accordance with the Act, the Regulations and other applicable law.

## SECTION 8. Management of the Company.

8.1 Board of Directors; Initial Composition Number. The overall management and control of the business and affairs of the Company shall be initially vested in a Board of Directors. The initial Board of Directors shall be one (1) Director. Except as expressly set forth herein, including without limitation Section 8.6 below, the Director shall have the full and complete power, authority and discretion to manage and control the business, affairs, and properties of the Company, including the appointment of officers, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The initial Director is and shall be Derek A. Ross.

8.2 Subsequent Election and Appointment of Directors. Notwithstanding Section 8.1, upon the first to occur of the following: removal (pursuant to Section 8.3 below), resignation, death or permanent disability of Derek Ross, the Company shall no longer be managed by Derek Ross, but shall instead be managed by Michael Shine as the sole Director of the Company. In the event that Michael Shine is unwilling or unable to serve as the sole Director of the Company, or upon the removal (pursuant to Section 8.3 below), death or permanent disability of Michael Shine, a new sole Director shall be designated by a written agreement executed by both (a) the holders of a majority of the Shares then owned by the "Founders" identified on Annex A hereto, and (b) the holders of a majority of the Shares then owned by Shareholders other than the "Founders." Any dispute arising from the failure or refusal of the Shareholders to enter into such written agreement as aforesaid which is not resolved within fourteen (14) days of a Director vacancy, shall be subject to dispute resolution as set forth in Section 26.

8.3 Resignation; Removal. Any Director may resign at any time upon written notice to the Company at its principal place of business or to the chief executive officer or secretary, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. A Director may be removed at any time by a Supermajority Consent of the Shareholders, either taken at a meeting of such Shareholders duly called and held or by the written consent of Shareholders holding not less than Supermajority Consent.

### 8.4 Meetings of the Shareholders; Board of Directors; Actions by Written Consent.

(a) Annual Meetings. (i) An annual meeting of the Shareholders shall be held at such place, within or without the State, on the second Monday in January at 10:00 a.m. (or on such other date and time as shall be convenient for and designated by a majority of the Shareholders, from time to time) to transact such business as may properly be brought before the meeting. (ii) An annual meeting of the Board of Directors shall be held immediately after the annual meeting of the Shareholders, or after the last adjournment thereof. The Director(s) shall hold any other regular meeting at such times and places as shall be designated in the notice of such meeting.

(b) Regular Meetings. Regular meetings of the Board of Directors shall be held



at such place or places, on such date or dates, and at such time or times as shall have been established by the Director, but at least quarterly. A written notice of each regular meeting shall not be required.

(c) Special Meetings. Special meetings of the Board of Directors may be called by any Director, or by the Shareholders holding at least twenty percent (20%) of the issued and outstanding Shares.

(d) Action by Consent. Unless otherwise restricted by this Agreement or applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee created by the Board of Directors may be taken without a meeting, by written consent of a majority of the members of the Board of Directors in lieu of such a meeting. Such written consent shall be filed with the minutes of proceedings of the Board of Directors or any committee thereof.

8.5 Certain Responsibilities and Powers of the Board of Directors. Except as otherwise required by law or this Agreement (including Sections 8.6 hereof), the Board of Directors may exercise all such powers and do all such acts and things as the Board of Directors may determine, in its reasonable business judgment, to be necessary or advisable for the management of the Company and the execution of Company's business plan.

8.6 Certain Actions Requiring Supermajority Consent of the Shareholders. Notwithstanding anything to the contrary contained in this Agreement, the following actions shall require the Supermajority Consent of the Shareholders:

(a) Entering into any merger or consolidation, or sale, transfer, or other disposition of all or substantially all of its assets to any Person or other business combination involving the Company;

(b) Approval of any sale, exchange or the granting of an exclusive license to a third party with respect to all or any material portion of the Company's Intellectual Property;

(c) The issuance of additional Shares:

(d) Effecting, approving, authorizing or permitting a liquidation, dissolution or winding up of the Company or any recapitalization, reorganization or sale of all or substantially all of the assets of the Company;

(e) Cancelling the Company's Certificate;

(f) Payment of compensation to a Director in consideration of services rendered to the Company as a Director in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars per year; and

(g) Any decision involving (1) the filing by the Company of a voluntary bankruptcy case, (2) the making by the Company of a general assignment for the benefit of its creditors, (3) the admission in writing by the Company of its inability to pay its debts as they



mature, (4) the filing by the Company of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of the Company or of all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver, or agent under applicable law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, or (5) the filing by the Company of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or statute.

8.7 Compensation of Directors. Subject to Section 8.6, a Director may be compensated for services as a Director of the Company in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars, as determined from time to time by the Supermajority Consent of the Shareholders.

8.8 Officers. The Board of Directors may appoint one or more officers of the Company and may delegate or rescind, as the case may be, to such officers, subject to the other provisions of this Agreement, such responsibilities, power and authority as the Board of Directors may determine to be necessary or advisable. Officers may be removed, with or without cause and at any time, by the Board of Directors.

8.9 Director and Officers Have No Exclusive Duty to Company. Except as otherwise provided in this Agreement or in any agreement between the Company and any Shareholder, Director or officer of the Company in respect of such Person's employment, no Director, Shareholder or officer shall be required to manage the Company on a full-time basis as his or her sole and exclusive function and any Director, Shareholder or officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Shareholder shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Director, Shareholder or officer, as the case may be, or to the income or proceeds derived therefrom. No Director, Shareholder or officer shall incur liability to the Company or to any of the Shareholders solely as a result of engaging in any other business or venture.

## SECTION 9. Capital.

9.1 Authorized Capital. The total number of Shares authorized for issuance by the Company without amendment to Section 9.1 of this Section 9.1 is: One Million (1,000,000) Shares. As of the date hereof, the number of issued and outstanding Shares is set forth on Annex A to this Agreement, which shall be amended from time to time by the Director to reflect the issuance or Transfer of Shares. To the extent applicable, and subject to the other provisions of this Section 9, the Directors are authorized to issue the remaining unissued authorized capital in consideration of cash, property (including promissory notes) or services with such rights, designations and preferences as authorized and issued in accordance with this Agreement and the Regulations.

9.2 Shares. The holders of the Shares shall have the right to vote, on the basis of one (1) vote per Share, on all matters properly voted upon by the Shareholders of the Company,



subject to the terms of this Agreement and the Act. Shareholders shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

9.3 Capital Contributions. The Shareholders have made capital contributions to the Company in consideration of the issuance of their Shares, as reflected on the books of the Company. With the Consent of the Directors, Shareholders may, but no Shareholder shall be required to, make additional capital contributions to the Company.

9.4 Issuance of Additional Shares; Other Classes or Series of Shares; Other Securities. Subject to the other provisions of this Agreement, including Sections 8.6 and 9.5, additional authorized but unissued Shares of the Company, if any, may be issued from time to time in one or more classes or series, each of which shall have such terms, designations, preferences and other rights as may be determined by the Board of Directors and reflected in an amendment to this Agreement adopted with the Board of Directors in accordance with the terms of this Section 9. Without limiting the generality of the foregoing, the Director shall have the authority from time to time to issue common or preferred Shares in one or more classes or series, and in connection with the designation of any such class or series, to determine and fix such relative rights, powers and duties, including special voting rights and liquidation preferences (and seniority with respect to the same), and the qualifications, limitations and restrictions thereof, as shall be stated and expressed in a writing approved by the Board of Directors and an amendment to this Agreement adopted by the Board of Directors, all to the full extent now or hereafter permitted by the Act, this Agreement and the Regulations. The Board of Directors shall also have the power and authority to issue from time to time other securities in the form of debt instruments, options, warrants or securities convertible into or exchangeable for Shares of the Company subject to Sections 8.6 and 9.5 herein.

9.5 Additional Capital from Existing Shareholders; Admission of New Shareholders; Dilution.

(a) Subject to the other provisions of this Agreement, including this Section 9, if the Board of Directors determines in good faith that additional capital is required by the Company, the Board of Directors shall so notify the Shareholders in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Shareholders may, but shall not be required to, contribute additional capital to the Company, on a pro rata basis, as determined in good faith by the Board of Directors. If less than all of the Shareholders contribute additional capital, those Shareholders who elect to contribute capital shall likewise have the first right to participate as determined in good faith by the Board of Directors in any offering of Shares to third parties. Capital contributions shall be due and payable within the period specified in the Directors' written notice from the Board of Directors to the Shareholders, or on such other terms as the Board of Directors may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not contributed by existing Shareholders of the Company, additional Shares in the Company may be issued and new Persons may become Shareholders of the Company, as determined from time to time by the Board of Directors, upon terms and conditions determined in the business judgment of the Board of Directors to be commercially reasonable, provided that each new Shareholder shall execute a counterpart



signature page or joinder to this Agreement, and agree to be bound by the terms and conditions of the Agreement, as it may be amended to reflect the terms and conditions of admission of such new Shareholders.

(c) If fewer than all of the Shareholders participate in a capital call, or if new Persons become Shareholders of the Company pursuant to this Section, the share of Shareholders in profits, losses and distributions may be adjusted when, as, and to the extent the Board of Directors deem appropriate (which determination shall be binding upon all Shareholders absent a determination that the Director acted in bad faith, or otherwise in breach of the Director's fiduciary duty to the Shareholders).

9.6 Capital Accounts. A Capital Account shall be maintained for each Shareholder in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof by the Shareholder's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Shareholders. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

9.7 Withdrawals from Capital Accounts. No Shareholder shall be entitled to receive interest on or to withdraw any amount from such Shareholder's Capital Account other than as expressly provided herein. No Shareholder shall be entitled to withdraw as a Shareholder of the Company except as expressly permitted by the terms of this Agreement or the Act.

9.8 Limitation on Liability. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Shareholder, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, Director or an officer.

#### SECTION 10. Distributions of Available Cash Flow.

10.1 Definition. For any particular period, the term "Available Cash Flow" as used in this Agreement shall mean the aggregate cash revenue of the Company, including without limitation, revenue from sales of goods or services in the ordinary course of business, royalties, interest income, the sale of capital assets in the ordinary course of business and the proceeds from any business interruption insurance, but excluding Capital Contributions from Shareholders, the proceeds from a Capital Transaction, the proceeds of any debt financing and the proceeds of any casualty, life or other insurance (unless otherwise determined by the Directors) less (i) the payment or amount accrued for payment of all current operating expenses; (ii) any Compensatory Payments to Shareholders for services rendered to the Company; (iii) debt service payments; and (iv) provisions for Reserves established by the Director, but disregarding depreciation, amortization and other noncash deductions. For any particular period, Available Cash Flow and its components, including without limitation the incurring of capital expenses and reserves for reasonable working capital and other requirements and appropriate investments and reinvestments of, by or in



Company, shall be determined by the Director, in the Director's sole and absolute discretion, and shall be binding upon all Shareholders.

10.2 Distribution of Available Cash Flow; Proceeds from Capital Transactions

(a) Available Cash Flow. Subject to the provisions of Section 10.2(c), Available Cash Flow of the Company, if any, shall be distributed among the Shareholders from time to time, as follows:

(i) Tax Distributions. First, as a tax distribution, not later than ninety (90) days following the end of each fiscal year of the Company, an amount equal to the excess of (x) each Shareholders' Presumed Tax Liability for such fiscal year over (y) all amounts previously distributed to such Shareholder during or with respect to the fiscal year (other than any tax distribution made during such fiscal year with respect to a prior fiscal year); and

(ii) Other Distributions. All remaining Available Cash Flow shall be distributed to holders of any issued and outstanding Shares pro rata in proportion to the outstanding Shares held by Shareholders at the time the distribution is made.

(b) Capital Transactions.

(i) Tax Distributions. First, as a tax distribution, not later than thirty (30) days following receipt by the Company of the net proceeds from a Capital Transaction, an amount equal to the excess of (x) each Shareholders' Presumed Tax Liability with respect to the Capital Transaction over (y) all amounts previously distributed to such Shareholder with respect to the Capital Transaction.

(ii) Other Distributions. Subject to the provisions of Section 10.2(c), all remaining net proceeds from a Capital Transaction shall be distributed to holders of any issued and outstanding Shares pro rata in proportion to the outstanding Shares held by Shareholders at the time the distribution is made.

(c) The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Board of Directors shall have the right to apply any Available Cash Flow to be distributed to a Shareholder against any amounts due from, or required to be contributed by, such Shareholder to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Shareholder. If such Available Cash Flow is applied against any amount required to be contributed by any Shareholder to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

(d) Distributions of Available Cash Flow shall be made to Shareholders of record as of the record date established by the Board of Directors for such distribution, provided however, that Tax Distributions shall be distributed to Shareholders of record for the period to which such Tax Distribution relates, even if a Person is no longer a Shareholder as of the actual date of the Tax Distribution.

(e) Notwithstanding anything to the contrary set forth in this Section 10.2, any



Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 15 below.

#### SECTION 11. Allocation of Profits and Losses.

11.1 For purposes of this Section 11, after giving effect to the mandatory allocations set forth in Section 12 and all other adjustments to Capital Accounts for contributions and distributions for the Company's current fiscal year or other applicable periods, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Shareholders as follows:

(a) Profits. An amount of Profits equal to the aggregate negative capital account balances of all Shareholders having negative capital accounts shall be allocated to such Shareholders in proportion to their negative capital account balances until all capital account balances of such Shareholders equal zero. Next, to each Shareholder an amount of Profits equal to the aggregate Losses previously allocated to such Shareholder, until the Shareholders have received aggregate allocations of Profit in an amount equal to the aggregate Losses previously allocated to such Shareholders. Thereafter, (i) Profits recognized in connection with a Capital Transaction shall be allocated to Shareholders in accordance with the provisions of Section 10.2(b)(ii) and all other Profits shall be allocated to Shareholders in accordance with the provisions of Section 10.2(a)(ii).

(b) Losses. First, an amount of Losses equal to the aggregate positive Capital Accounts balances of all Shareholders having positive Capital Accounts shall be allocated to such Shareholders, in proportion to their positive account balances, until all Capital Account balances of such Shareholders equal zero. Next, to each Shareholder an amount of Losses equal to the aggregate Profits previously allocated to such Shareholder, until the Shareholders have received aggregate allocations of Losses in an amount equal to the aggregate Profits previously allocated to such Shareholders. Thereafter, all Losses shall be allocated to Shareholders pro-rata in proportion to the number of Shares held by each.

11.2 Subject to the foregoing, each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Shareholders in the same proportion as the Profits or Losses of the Company for such period are allocated among the Shareholders.

#### SECTION 12 Allocations to Comply With Regulations.

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 11 hereof.

12.1 Deficit Capital Account Allocations. Subject to the remaining provisions of this Section 12, in accordance with Treasury Regulation Section 1.704 1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 11 hereof to the extent such allocation would cause or increase a net deficit balance in a Shareholder's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among



the other Shareholders not subject to this limitation in accordance with the number of Shares held by each. For purposes of this Section 12.1, the following rules shall apply:

(a) Each Shareholder's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Shareholder's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(b) In determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Shareholder's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Shareholder's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Shareholder in any future period over the net book profits reasonably expected to be allocated to such Shareholder during (or prior to) the period in which such distributions are expected to be made.

(c) Qualified Income Offset Provision. If a Shareholder unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Shareholder's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Shareholder will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in Section 12.1(a) and (b) shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Shareholder's Capital Account.

(d) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Shareholder shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(e) Section 704(c) Adjustments. Income, gain, loss and deduction attributable to property contributed to the Company by a Shareholder shall be shared among the Shareholders so as to take into account any variation between the Company's basis in such property and its fair market value as of the date it was contributed to the Company, pursuant to Treasury Regulations under Section 704(c) of the Code.

12.2 Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 12 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 12 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Shareholder pursuant to Section 11 hereof and this Section 12 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Shareholder pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 12 had not been made.

12.3 Interpretation of these Provisions. The provisions of Sections 12.1 through



12.3 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith.

### SECTION 13 Transfers; Assignments.

13.1 General Provisions. No Shareholder may withdraw or resign as a Shareholder or Transfer all or any portion of, or right in or to, such Shareholder's Shares in the Company, except as provided in Section 13.

13.2 Transfers. All Transfers shall be conditioned upon compliance with applicable securities laws. As a condition precedent to any such Transfer, the Director may require that the Shareholder deliver to them an opinion of counsel satisfactory in form and substance to the Director that the proposed Transfer would not violate any applicable securities laws or result in a termination of the Company for purposes of Section 708 of the Code. All Transfers shall be by instrument in form and substance satisfactory to the Director. Any Transfer in violation of this Agreement, to the extent permitted by applicable law, shall be null and void and shall not operate to vest any rights in the Company in any transferee; and in any event, all Shares which may be transferred by operation of law notwithstanding the provisions hereof, shall continue to be subject to the terms of this Agreement. Every permitted transferee of any Shares of the Company, as a condition precedent to such Transfer, shall execute a counterpart of or joinder to this Agreement, agreeing to become a party to and bound by the terms of this Agreement, as the same may have been amended. The transferor shall execute and acknowledge all such instruments, in form and substance satisfactory to the Company as may be necessary or desirable to effectuate such Transfer.

### 13.3 Certain Transfer Rights; Right of First Refusal; Purchase Option.

(a) Rights of a Shareholder to Transfer Shares. No Shareholder shall directly or indirectly Transfer any Shares of the Company now or hereafter owned by such Shareholder, except in accordance with the terms of this Section 13.

(i) Permitted and Prohibited Transfers. Subject to the other provisions of this Section 13, each Shareholder shall have the right to transfer any or all of the Shares now owned or hereafter acquired by such Shareholder (A) to his/her spouse or issue, (B) to a trust for the benefit of such Persons, or (C) to an entity which is controlled by such Shareholder by virtue of majority equity ownership or permanency in retained voting rights (each, a "Permitted Transferee" and collectively, the "Permitted Transferees") with the consent of the Director and subject to the Act and Regulations. A transfer to a Permitted Transferee may be made upon death or at any time during the life of the Shareholder, provided, however, that as a condition precedent to the obligation of the Company to recognize such Transfer of Shares each such Permitted Transferee shall become a party to this Agreement by executing a counterpart hereof and agreeing to be bound hereby.

### (ii) Right of First Refusal.

(A) If at any time a Shareholder desires to sell or otherwise Transfer any or all of its Shares to a bona fide offer from an unaffiliated third party, (a "Third Party



Offer”), then such Shareholder must submit a written offer (the “Offer Notification”) the other Shareholders (the “Non-selling Shareholders”) and the Company to sell such Shares to the Non-selling Shareholders or Company, as the case may be, on the terms and conditions, including the purchase price, not less favorable than those on which the Shareholder proposes to sell the Shares to the unaffiliated third party. The Offer Notification shall include a copy of the Third-Party Offer, and set forth in reasonable detail the name and address of the proposed purchaser, the identities of the proposed purchaser’s business principals, the nature of the proposed purchaser’s business(es), and the amount, terms and conditions of the sales price (the “Purchase Terms”). It is understood and agreed that (i) no Third Party Offer shall encompass or be conditioned upon the sale of any property of the Shareholder’s Shares in the Company proposed for sale or transfer in the Third Party Offer; (ii) every Third Party Offer shall require the transferee to execute a counterpart of this Agreement as a condition of the sale; (iii) any Shares sold to such a third party purchaser shall continue to be subject to the provisions of this Agreement, including the restrictions on Transfer; and (iv) such sale shall be conditional until review and approval under the Regulations is obtained.

(B) Within thirty (30) business days following receipt of the Offer Notification, the Non-selling Shareholders or Company, as the case may be, will notify the Shareholder if the Non-selling Shareholders (or Company) desire to purchase the Shareholder’s Interest for the Purchase Terms (a “Positive Response”) or if the Shareholder is free to sell its Interest (a “Negative Response”). A decision by the Company to exercise its right of first refusal will be made by Supermajority Consent of the Shareholders. If the Non-selling Shareholders (or Company) sends a Positive Response to the Shareholder, Non-selling Shareholders (or Company) will acquire and the Shareholder will sell to the Non-selling Shareholders all but not less than all of Shareholder’s Shares proposed for sale or Transfer in the Third Party Offer at the price and on the Purchase Terms; provided, however, if any of the consideration set forth in the Purchase Terms is other than cash, the Non-selling Shareholders (or Company) shall have the option to pay either such non-cash consideration or the fair market value thereof in connection with exercising its right of first refusal hereunder. The closing date for the sale (the “Purchase Date”) will be agreed among Non-selling Shareholders (or Company) and the Shareholder, but in no event will the Purchase Date be more than forty-five (45) days from the date of the Positive Response.

(C) If the Non-selling Shareholders or Company, in response to an Offer Notification, send a Negative Response to the Shareholder, the Shareholder may sell its Shares to the Third Party, under the Purchase Terms described in the Offer Notification, at any time within sixty (60) days after receipt of the Negative Response. If the Shareholder does not complete the sale of his/her Shares to within sixty (60) days after receipt of the Negative Response, any subsequent proposed sale will be subject to the requirements of a prior offer pursuant to this Section 13.

(D) Notwithstanding the foregoing, subject to the Act, Regulations and the terms of this Agreement, Shareholders may, without first offering such Shares for sale to the Company, Transfer all or a portion of their specific class of Shares to other Shareholders within their classification pro-rata in relation to the Shareholders wishing to



acquire and purchase the Shares upon such terms and conditions as such Shareholders shall mutually agree; provided however, any monetary consideration received from such Transfer shall first be applied to the satisfaction and discharge of such Shareholder's capital account or indebtedness to the Company, if any. Upon completion of such a Transfer, the Capital Accounts of the Shareholders will be amended, accordingly.

(E) The sale of all or substantially all of the Shares in the Company (including pursuant to a merger or consolidation) shall be exempt from the foregoing provisions of this Section 13.3(a)(ii).

(b) Tax Treatment. In the event the Company purchases the Shares of a Shareholder pursuant to the provisions of this Section 13, such redemption shall be governed by the provisions of Section 736(a) and not Section 736(b) of the Code.

#### 13.4 Admission of Substitute Shareholders.

(a) Subject to the other provisions of this Agreement, an assignee of the Shares of a Shareholder of the Company (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Shares, including any transfer by operation of law) shall be deemed admitted as a Shareholder of the Company only upon the satisfactory completion of the following:

(i) The consent of the Director, which consent shall not be unreasonably withheld;

(ii) the assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as the Director may require in order to effectuate the admission of such person as a Shareholder of the Company;

(iii) the review and approval of the purchasing Shareholder by regulatory authorities pursuant to the Regulations;

(iii) If the assignee is a corporation or other form of business entity, the assignee shall have provided to the Director evidence satisfactory to counsel to the Company of its power and authority to become a Shareholder under the terms and provisions of this Agreement;

(iv) The assignee shall have paid all reasonable legal fees of the Company in connection with the substitution of such party as a Shareholder.

(v) For purposes of allocating profits and losses and distributions pursuant to the terms of this Agreement, a Shareholder shall be deemed as having become a Shareholder upon the signing of this Agreement to the extent permitted under applicable tax law.

13.5 No Assignment/Transfer. Notwithstanding anything to the contrary herein, Shareholders expressly agree that they will not, voluntarily or by operation of law, pledge, sell,



assign, transfer or in any way encumber or alienate by gift or otherwise all or any portion of the Shares in the Company, whether now owned or hereafter acquired, without the prior written consent of the Director. Any purported transfer in violation of this Agreement shall be void and ineffectual and shall not operate to transfer any right, interest or title to the Shares to the purported transferee.

13.6. Involuntary Transfer of a Shareholder Interest. A creditor's charging order or lien on a Shareholder's Shares, bankruptcy of a Shareholder, or other involuntary transfer of Shareholder's Shares, shall constitute a material breach of this Agreement by such Shareholder. The creditor, transferee or other claimant, shall only be entitled to receive the share of profits and the return of capital to which the Shareholder would otherwise have been entitled, and shall have no right to become a Shareholder, or to participate in the management of the business and affairs of the Company as a Shareholder or Director under any circumstances. The Director, may elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to have the Company purchase all or any part of Shares that were/are the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for Profits and Losses to the date of purchase. The Shareholders agree that such valuation is a good-faith attempt at fixing the value of the Shares, after taking into account that the Shares do not include all of the rights of a Shareholder, and after deducting damages that are due to the material breach of this Agreement.

13.7 Bring Along Rights. If at any time the Shareholders, acting by a vote of seventy-five (75%) percent or more of all issued and outstanding Shares (collectively, the "Majority Sellers"), elect to sell or exchange all of the Shares in the Company owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction, then the Company shall have the right (the "Bring Along Right") to require each other Shareholder of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective classes of Shares, all of the Shares held by such Shareholders. To exercise the Bring Along Right, the Majority Sellers shall first give to the Company and each other Shareholder of record a written notice (a "Bring Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Shares to be sold or exchanged and certifying that such Shares constitute all of the Shares in the Company held by the Majority Sellers, (B) the name and address of the Proposed Transferee, (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer, (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring Along Right provided for in this Section 13.7 and (y) has agreed to purchase the Shares in accordance with the terms hereof and (E) the aggregate Shares of each other Shareholder with respect to which the Majority Sellers wish to exercise its Bring Along Right pursuant hereto. Each Shareholder shall thereafter be obligated to sell to the Proposed Transferee the Shares subject to such Bring Along Notice, provided that the sale to the Proposed Transferee is consummated within ninety (90) days of delivery of the Bring Along Notice. If the sale is not consummated within such ninety (90) day period, then each affected Shareholder may sell, but shall no longer be obligated to sell, such Shareholders' Shares pursuant to such Bring Along Notice. The parties acknowledge that the Shares are unique assets and that money damages would be insufficient to in the event a Shareholder breached its obligations hereunder. Accordingly, in the event of any breach by one or more Shareholders of the provisions of this Section 13.6, the Company and the Majority Sellers



shall be entitled to seek the remedy of specific performance, in addition to all other remedies available at law or in equity.

**SECTION 14. Dissolution.** The Company shall have a perpetual existence, unless otherwise provided in the Certificate or unless it is dissolved pursuant to this Section 14. The Company shall dissolve, and its affairs wound up, upon the first to occur of the following: (a) the Supermajority Consent of the Shareholders; (b) the sale or exchange of all or substantially all of the operating assets of the Company in accordance with Section 8.6; or (c) the entry of a decree of judicial dissolution or any other event which results in dissolution of the Company under the Act and Regulations.

**SECTION 15. Liquidation.** The Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to Shareholders, pro-rata, according to their positive capital account balances. IN NO EVENT SHALL ANY SHAREHOLDER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH SHAREHOLDERS INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

**SECTION 16 Competing Activities; Interested Party Transactions.**

**16.1 Competing Activities.** Subject to the last sentence of this Section 16.1, and the Regulations, the Shareholders and the Director may participate in any business or investment activity, without accountability to the Company or any other Shareholder, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Shareholders and Director are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Shareholders against such Shareholders or Director or their respective other businesses, for any of the profits thereof and the Company shall not have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Shareholder or Director, directly or indirectly, may engage in any business or investment activity which competes directly with the business of the Company within Bristol County within the State, without the written approval of a majority of the disinterested Shareholders, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 16.1.

**16.2 Interested Transactions.** The Shareholders and the Director may enter into contracts with the Company and its Affiliates to the maximum extent permitted by applicable law, all in the same manner and with the same freedom as though such Person were not a Shareholder or Director and without accountability for any profit, benefit or compensation received in



connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

**SECTION 17 Loans and Guarantees.** The Shareholders may, but shall not be required to, make loans to the Company and/or guarantee liabilities of the Company. Any loans or guarantees made or given by a Shareholder shall be on such terms and conditions as shall be agreed upon by the Shareholder and the Company.

**SECTION 18 Certain Expenses by Shareholders.** The Shareholders acknowledge and agree that they are expected to incur certain expenses related to the business of the Company from time to time, including without limitation, expenses for transportation, meals, lodging, long distance and cellular telephone charges, postage and other office and business related expenses. Unless otherwise (i) agreed upon in writing, or (ii) set forth in written policies adopted by the Director from time to time, the Company shall not be obligated to reimburse the Shareholders for all or any part of such expenses.

**SECTION 19 Books, Records and Reports.**

**19.1 Books and Records.** The Company shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Directors may determine, and otherwise in accordance with GAAP. The Company shall also maintain a complete list of the Shareholders of the Company, a true copy of this Agreement, records of proceedings of the Shareholders, the Director and any other documents or records required by the Act. The books and records shall at all times be maintained at the principal office of the Company.

**19.2 Tax Information.** As soon as available after the end of each fiscal year of the Company, the Director shall send or cause to be sent to each Shareholder the tax information necessary for the preparation by such Shareholder of such Shareholder's federal and other income tax returns.

**19.3 Periodic Reports.** As soon as available after the end of each fiscal year, the Director shall cause to be prepared, and upon written request, shall transmit to each Shareholder the financial statements of the Company for the immediately preceding fiscal year. Such financial statements shall be prepared by the Company's independent certified public accountants in accordance with GAAP, and shall include: (i) a balance sheet of the Company as of the last day of such fiscal year; (ii) a statement of income of the Company for such fiscal year; (iii) a cash flow statement of the Company; and (iv) any other information required to be included in certified or reviewed financial statements in accordance with GAAP. All such financial statements shall be reviewed statements, unless the Director requests that the Company's certified public accountants prepare audited (certified) financial statements for any particular year(s), in which event the requesting Shareholders will be provided with audited financial statements of the Company for such year(s). Upon written request of a Shareholder, the Director shall also provide to such Shareholder (i) internal financial statements, including a balance sheet and income statement for the immediately preceding fiscal quarter, (ii) a copy of the Approved Budget and (iii) a copy of the Company's federal income tax return, as most recently filed.



#### 19.4 Informational Rights

The Shareholders shall have informational rights as provided by the Act and other applicable law, provided however, the Company shall not be obligated to provide any information or access to a Shareholder if or to the extent the Company is advised by its legal counsel that such action could result in a waiver of attorney/client privilege as between the Company and its legal counsel.

**SECTION 20 Amendments.** Except to the extent specifically set forth herein, including without limitation, an amendment described in Section 9 with respect to the issuance of additional authorized Shares, this Agreement may be amended only by a vote of seventy-five (75%) percent or more of all issued and outstanding Shares, provided, however, that no such amendment shall result in dilution of a Shareholder's interest in Profits, Losses and distributions (except on a pro-rata basis with other Shareholders) or require a non-consenting Shareholder to make any additional capital contributions or loans to the Company, or to guaranty any debt or obligation of the Company without such Shareholder's express written consent. Any amendment to this Agreement approved in accordance with the terms of Section 9 or this Section 20 shall be binding upon all Shareholders, whether or not they consented to or joined in such amendment, and the Director shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Shareholder. Any amendment so approved shall for all purposes, including without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Shareholders.

**SECTION 21 Headings.** Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Agreement.

**SECTION 22 Resolution of Inconsistencies.** If there are inconsistencies between this Agreement and the Certificate of the Company, the Certificate will control and this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Shareholders cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Shareholder upon dissolution will supersede the provisions of the Act relating to the same matters.

#### **SECTION 23 Indemnification.**

**23.1 General.** The Company shall indemnify each Shareholder and Director their respective representatives and agents (the "Indemnified Person") who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Indemnified Person is or was a Shareholder, Director or officer of the Company, or is or was serving at the request of the Company or the Directors as a director, or officer against expenses, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding, to the maximum extent permitted by the Act and



Regulations, provided however that, in the case of a settlement, the terms of such settlement shall first be approved in writing by the a majority of the disinterested Directors. The Company may, but shall not be required to indemnify any employee of the Company on the same terms, or on such other terms as the Director deem appropriate. Notwithstanding the foregoing, an Indemnified Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws only to the maximum extent permitted by such laws. The indemnification rights of Shareholders, Director and officers of the Company shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his or her rights hereunder.

23.2 Advance Payment. The right to indemnification provided for in this Section 23 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by the Indemnified Person, in advance of the final disposition of any such action, suit or proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided however, that the payment of such expenses incurred by any Indemnified Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of Indemnified Person of his or her good faith belief that the Indemnified Person has met the standard of conduct necessary to be indemnified under this Section 23 in a written undertaking in form and substance acceptable to the Directors by Indemnified Person to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 23 or otherwise. Such undertaking may be accepted by the Directors without reference to the financial ability of the Indemnified Person to make repayment. Upon receipt of an undertaking by Indemnified Person to repay such advance if he or she shall be adjudicated to be not entitled to indemnification, the Company may make payment of indemnified costs in advance of the final disposition of an action, suit or proceeding. Such advance payment shall be made within sixty (60) days after receipt by the Company of the written request of the Indemnified Person, which request shall include appropriate documentation relating to such costs, such as bills from attorneys for services rendered in connection with such action, suit or proceeding. The rights of Shareholders, Director and officers of the Company to receive advance payment of expenses shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his or her rights hereunder.

23.3 Exculpation. Notwithstanding any other provision of this Agreement, no officer or Director of the Company shall be liable to the Company or to any Shareholder for any act or failure to act if such act or failure to act is based upon the reasonable business judgment of the officer or Director and was taken in good faith, with the reasonable belief that such action or failure to act was in the best interest of the Company and its Shareholders. It is the intent of the parties that this Section 22 shall be binding to the maximum extent permitted by law.

SECTION 24 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions or those of any other jurisdiction. AS A MATERIAL INDUCEMENT FOR EACH SHAREHOLDER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER SHAREHOLDER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION



AND VENUE OF THE STATE COURTS OF MASSACHUSETTS, AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 26, AND EACH SHAREHOLDER HEREBY WAIVES ANY AND ALL RIGHTS SUCH SHAREHOLDER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS.

**SECTION 25 Representations and Warranties of Shareholders.**

Each of the undersigned Shareholders of the Company hereby represent and warrant to the other and to the Company as follows:

25.1 The undersigned has the legal right, power and authority to enter into this agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Shareholder's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Shareholder is a party or by which such Shareholder is bound.

25.2 Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

25.3 The undersigned has had the opportunity to consult with his/her own attorney prior to signing and delivering this Agreement, has read and understands the Agreement and has signed and delivered the Agreement with the intent to be legally bound.

**SECTION 26 Mediation; Arbitration.**

THE PARTIES HEREBY AGREE THAT, UNLESS OTHERWISE SPECIFICALLY REQUIRED BY LAW, ANY AND ALL DISPUTES, AND LEGAL AND EQUITABLE CLAIMS ARISING BETWEEN OR AMONG THE SHAREHOLDERS, THE DIRECTORS, THE OFFICERS, THE COMPANY, OR ANY OF THEM OR ANY COMBINATION OF THEM, WHICH RELATE TO THE RIGHTS AND OBLIGATIONS OF SUCH PERSONS UNDER THE TERMS OF THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED HEREBY, OR ANY FUTURE AGREEMENT, UNDERSTANDING OR INSTRUMENT TO WHICH TWO OR MORE SUCH PERSONS MAY BE PARTIES (EXCEPT FOR DISPUTES OR CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER CLAIMS FOR EQUITABLE RELIEF), SHALL FIRST BE SUBJECT TO MEDIATION BEFORE MUTUALLY AGREEABLE MEDIATOR, THEN, IF UNRESOLVED, SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER THAT NOTHING SET FORTH IN THIS SECTION 26 SHALL BE DEEMED TO PREVENT A PARTY FOR COMMENCING ACTION IN A COURT OF COMPETENT JURISDICTION IF SUCH PARTY IS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF.



**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,



By: Derek A. Ross

Its: Authorized Shareholder and Director

SHAREHOLDERS,

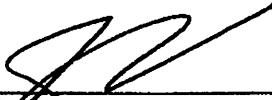


Derek A. Ross



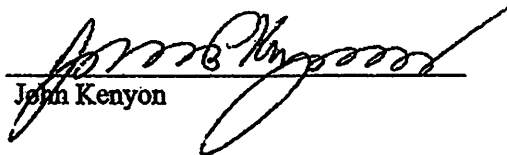
Michael Shine

Brett Fish



John May

Duncan Harris



John Kenyon

[SIGNATURE PAGE TO OPERATING AGREEMENT]



IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,

\_\_\_\_\_  
By: Derek A. Ross  
Its: Authorized Shareholder and Director

SHAREHOLDERS,

\_\_\_\_\_  
Derek A. Ross

\_\_\_\_\_  
Michael Shine

\_\_\_\_\_  
Brett Fish

\_\_\_\_\_  
John May

  
\_\_\_\_\_  
Duncan Harris

\_\_\_\_\_  
John Kenyon

*[SIGNATURE PAGE TO OPERATING AGREEMENT]*



IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC.

By: Derek A. Ross

Its: Authorized Shareholder and Director

SHAREHOLDERS.

Derek A. Ross

Michael Shine

  
Brett Fish

John May

Duncan Harris

John Kenyon

(SIGNATURE PAGE TO OPERATING AGREEMENT)



ANNEX A

SHAREHOLDERS AND NUMBER OF SHARES ISSUED AND OUTSTANDING

The below Shareholders are "Founders" of the Company.

<u>Name</u>	<u>No. of Shares Held</u>
Derek A. Ross	200,000
Michael Shine	50,000
Brett Fish	80,000
John May	55,000
Duncan Harris	50,000
John Kenyon	<u>55,000</u>
<u>Total Issued Shares:</u>	490,000





William Francis Galvin  
Secretary of the  
Commonwealth

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

January 29, 2019

TO WHOM IT MAY CONCERN:

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

**BCWC LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 9, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **DEREK A. ROSS**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEREK A. ROSS**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth







INFORMATION ON  
REQUIRED BUSINESS DOCUMENTATION

Stowell Burnham, John May and Michael Shine are no longer affiliated with BCWC.

BCWC has undertaken two corporate conversions since its formation as a Massachusetts nonprofit corporation on December 12, 2017. Pursuant to the first Plan of Conversion adopted by BCWC's then nonprofit board of directors, Stowell Burnham was dismissed from all roles with BCWC, including his board of director's position, on the date of that conversion. Following the second conversion of BCWC to its current form as a limited liability company on March 9, 2018, but prior to March 16, 2018, John May resigned from all positions held by him with BCWC, as well as transferred all of his equity in BCWC to other existing equity holders. In December 2018 Michael Shine resigned from all positions held by him with BCWC as well as transferred all of his equity in BCWC to other existing equity holders. These transfers resulted in the capitalization table submitted in conjunction with BCWC's application, which sets forth the current equity holders of BCWC.





BCWC

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THE ROAD TO  
PROSPERITY



## GENERAL DISCLOSURE

This Executive Summary has been prepared by BCWC, LLC (the “Company”) solely for informational purposes and is not to be used as a basis for an investment decision. This Executive Summary is not an offering document and does not constitute an offer of securities. Dissemination of this Executive Summary without the written consent of the Company is prohibited. The information contained in this Executive Summary does not purport to be all-inclusive or to contain all of the information that a prospective participant may require. This Executive Summary includes certain statements, estimates and projections that may constitute “forward-looking statements” within the meaning of the Securities Exchange Act of 1934. These statements, estimates and projections may be prefaced by or subject to terms such as “anticipate,” “believe,” “continue,” “estimate,” “expect,” “intend,” “may” or “will.” All statements that address expectations or projections about the future, including statements about the Company’s strategy for growth, product development, market position, expenditures and financial results, are forward-looking statements. Forward-looking statements reflect various assumptions concerning projected results which as of the date hereof management believes are reasonable. However, actual results could differ materially from those in the forward-looking statements due to a number of risks and uncertainties. To the extent that the uncertainties do or do not occur, the outcome may vary substantially from anticipated or projected results, and accordingly, no opinion is expressed on the achievability of those forward-looking statements. No assurance can be given that any of the assumptions relating to the forward-looking statements specified in the enclosed material are accurate, and the Company assumes no obligation to update any such forward-looking statements. Some of the entities listed may be in the process of formation. This Executive Summary is intended only for the party or parties to whom it was directed. If you have received the Executive Summary in error or by other means, it must be destroyed and by no means circulated, copied or otherwise duplicated or disseminated without the express permission of the Company. Nothing in this Executive Summary should be construed as investment advice, nor should it be used to make investment decisions. Readers are advised to conduct their own due diligence prior to considering buying or selling any securities. No regulatory authority has approved or disapproved of the information contained herein.

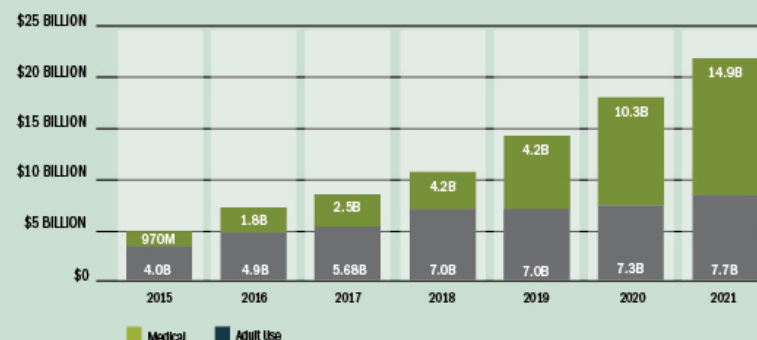




## THE FEDERAL CLIMATE

The United States is experiencing its next industrial revolution; cannabis. With states like Colorado, Washington, Oregon, Nevada & Alaska already selling cannabis recreationally and numerous more that are medicinally legal, the momentum is growing. Cannabis usage in the United States is experiencing unprecedented growth and will rival the best industry expansions of our country's past. With over 60% approval rating for the legalization of marijuana according to a recent Gallup Poll, Americans are becoming more accepting of cannabis and more active consumers. It is estimated that by the year 2021, the adult recreational cannabis industry in the North America will top \$20 billion. Recent congressional and presidential statements have indicated strong support for states rights to implement their own cannabis policies. Moreover, with the resignation of former Attorney General Jeff Sessions, it creates a more open playing field in cannabis. With demand rising, public sentiment increasing, and states willing to allow legalized cannabis sales the time is right to seize this opportunity. There will never be a better time to get into the next industrial revolution.

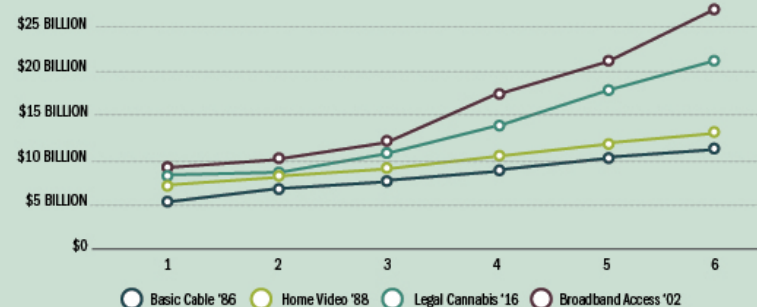
### • North American Legal Cannabis Spending 2015-2021



### • Gallup Poll: U.S. Support for Legal Marijuana



### • 5-Year Growth In \$5-Billion-Plus-Industries





THE  
MASSACHUSETTS  
OPPORTUNITY







## THE MASSACHUSETTS MARKET

Massachusetts offers a very unique opportunity in the state-by-state cannabis market. It is the first major state east of Colorado to open its doors and approve marijuana. It is also the first of the larger New England states where adult recreation has been approved as of July 2018. Neighboring states like Rhode Island, Vermont, New Hampshire and Connecticut are stalled with only medical dispensary distribution legal. The first mover advantage in Massachusetts will induce astronomical cannabis demand as was seen in states like Colorado & Washington. Cannabis consumers from neighboring states, even as far as New Jersey, will travel to Massachusetts to purchase cannabis. Local municipalities have also placed bans and moratoriums on cannabis activities which limits competition. This industry dynamic will induce a fertile market for companies to capitalize.

## MARIJUANA MARKET GROWTH

Projected value of Marijuana sales in Massachusetts

\$1 Billion

\$1.17

Recreational Use

Medical Use

SOURCE: ArcView  
Market Research  
and New Frontier

\$200 Million

2014 2015 2016 2017 2018 2019 2020





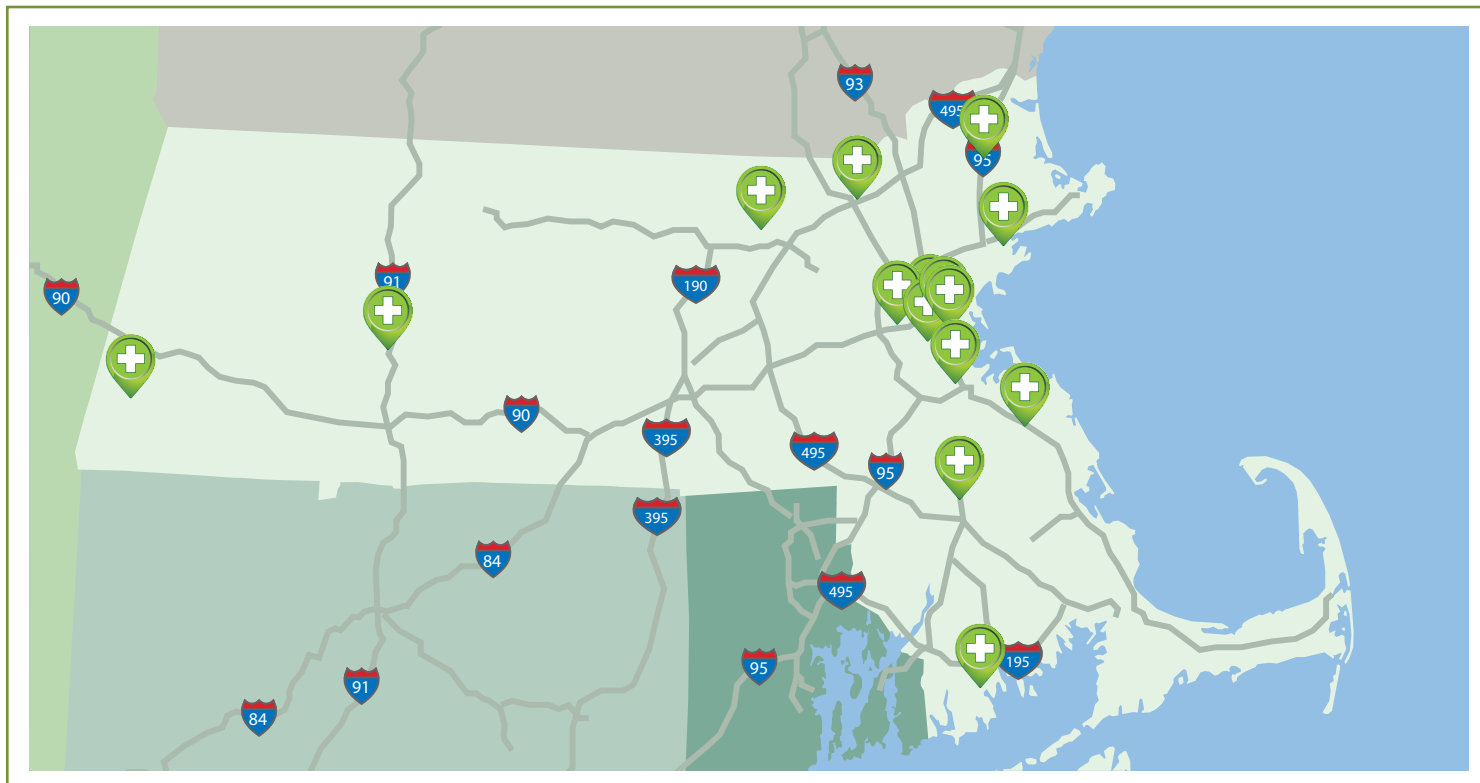


Estimates on the adult recreational cannabis market in Massachusetts are very robust. Arc View Market Research & New Frontier Research estimate the adult use recreational market to be \$1.17 billion by 2020. Over the next few years, the legal cannabis market in Massachusetts is forecast to grow from \$52.0 million in 2017 to an estimate between \$1.07 -1.20 billion in 2020 with medical and adult use sales combined.

At this time, the Executive Office of Health and Human Services is not limiting the number of registered marijuana dispensaries (RMD) that will be approved, as long as the applicants demonstrate compliance with the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts 2012 and its implementing regulations, 105 CMR 725.000. Applications are being reviewed on a rolling basis.

There are currently 49 Registered Medical Dispensaries (RMDs) approved to sell cannabis in the state of Massachusetts. According to the Massachusetts Cannabis Control Commission, there are 85 applicants with completed applications for the recreational cannabis market (8 of which are in Bristol County, Massachusetts). Of the 85 applications submitted two have been approved for recreational sales as of July 2018. BCWC is one of a handful of prioritized applicants waiting on approval to grow and sell recreationally.

Listed below are some of the current Registered Medicinal Dispensaries in operation today in Massachusetts.



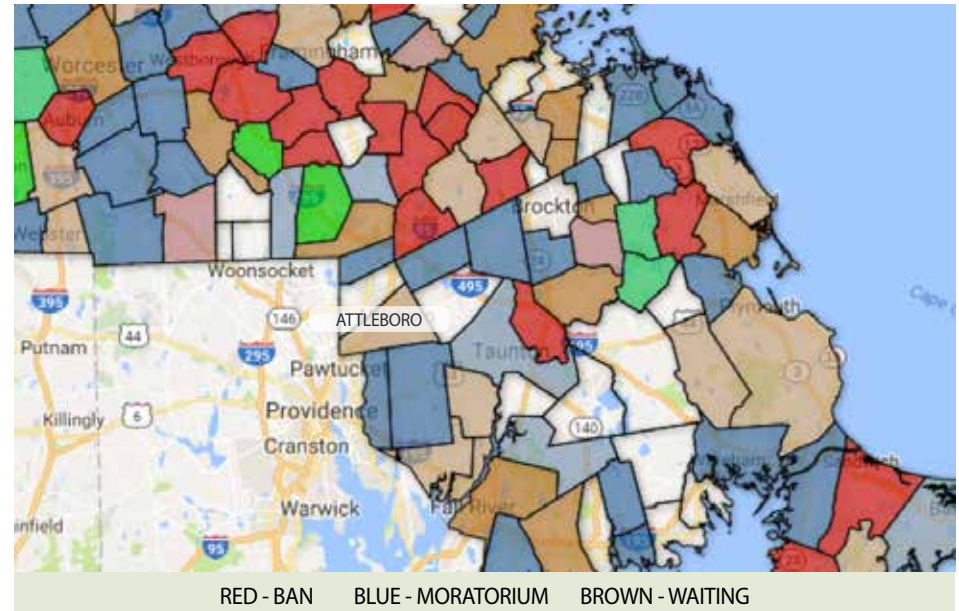




In 2012, 63% of Massachusetts' voters approved Question 3 on the ballot which created the current statewide medical marijuana program. The law allowed for 35 state-licensed non-profit dispensaries. In the November 8, 2016 election, Massachusetts' voters passed a ballot initiative making recreational cannabis legal in the state. Governor Charles Baker signed legislation on December 30, 2016 extending the start date for recreational sales by six months, to July 2018. The law imposes a 3.75 percent excise tax on commercial marijuana sales creating an immediate revenue stream for the state. More importantly, however, the law allows localities to have the authority to regulate, limit, or prohibit the operation of marijuana businesses. Since this time numerous towns have voted to prohibit cannabis retailers and cannabis producers from doing business in their municipalities. This local prohibition by towns creates a limited number of areas that cannabis facilities can operate placing a very high value on RMD's that have both state and municipality approval. BCWC is in a valuable position because it has both state and town acceptance.

BCWC is now poised to capture cannabis revenue from various sources. "Unlike other places where cannabis is legal, Massachusetts is within driving distance of many of the most populous places in America. This will make Massachusetts the cannabis capital of the world in short order. This cannabis tourism will drive significant revenue, tax dollars, and job growth which will make legalization very attractive to neighboring states," said Troy Dayton, CEO of The Arcview Group. With Rhode Island to the south, Connecticut to the southwest, New York to the west and Vermont and New Hampshire to the north, Massachusetts' recreational market will experience astonishing growth.

#### MASSACHUSETTS' TOWN MORATORIUM/BAN MAP- RECREATIONAL





A close-up photograph of a person's hands and arms tending to several green cannabis plants. The person is wearing a bright green baseball cap and a grey and black plaid shirt. The plants have serrated, fan-shaped leaves. The background is dark and out of focus.

THE TEAM

PROVEN LEADERS  
IN CANNABIS





## TOP TIER TEAM

BCWC's diverse team of founding members brings tremendous cultivation experience, cannabis knowledge, and industry expertise to ensure success. Our board will be used as an advisory committee to oversee and manage the BCWC Employee Team in order to create shareholder value.



**DEREK ROSS** - Mr. Ross has over eleven years of experience working as a consultant for various non-profit dispensary & cultivation organizations regionally and in other parts of the nation. Mr. Ross is the CEO and founder of Cannatech LLC a Rhode Island-based cannabis consulting company and also sits on the board of advisors for the Canadian publicly traded company Future Farms. Mr. Ross has been central to the design of controlled environment cultivation facilities for clients ranging from residential to industrial scale and regularly conducts extensive training seminars and classes on the best practices for fruitful cultivation. He has developed over 1 million square feet of cultivation space to date and has practiced cannabis cultivation "greenhouse, outdoor, indoor and hybridized greenhouse" throughout New England. Mr. Ross is also the founder and operator of a retail gardening store that sells specialized equipment for indoor cultivation. Mr. Ross is also founder & President of RCRI Inc., a RI non-profit advocating for cannabis professionals, patients, caregivers and works with legislators, regulators, industry participants on legislation & regulations. His contributions have helped shape the ongoing legal framework for medical cannabis in RI and are drafting legislation for the recreational cannabis industry. Mr. Ross owns and operates the largest CBD hemp farm in the State of Maine and has developed some of the highest testing CBD strains in the world. He is undefeated in acquiring cannabis licenses in the United States.



**BLAIR FISH** - Mr. Fish is a graduate of Providence College and holds a Masters in Business Administration from Boston College. Fish is a seasoned marketing veteran with over 16 years experience in media buying, production, as well as creative direction and oversight. He is currently president and CEO of Fish Advertising in Rhode Island. Fish Advertising is a two time Fastest Growing Awardee by the Providence Business News and a recipient of Providence Business News' Business Excellence Awards (Excellence at a Small Business). Mr Fish is a marketing and branding expert and has been published numerous times in the Providence Business News. Fish has also traveled extensively in Washington State, Colorado and Nevada to analyze legal cannabis marketing and advertising brands. He is the former owner of Ocean State Cultivation Center serving as Chief Marketing Officer for the cannabis cultivator. He worked hand in hand with OSCC in all facets of the business and developed the flagship brand Zach & Ted's Excellent Cannabis. Fish has trademarked numerous cannabis brands within both Massachusetts and Rhode Island. He also has a vast knowledge regarding CO2 extraction and packaging.



**BRETT FISH** - Mr. Fish graduated from the University of Rhode Island in 1993 and has an extensive background in marketing and advertising. President of New England Credit Card Systems (Merchant Services) handling thousands of Merchants in New England. He is an equity owner in MediStrains Medical Marijuana Co-op, supplying medicine to Summit and GreenLeaf Compassion Centers. Fish has over 2 years of growing experience and managing existing non-residential Co-op. Fish is also owner/operator of Ocean State Cultivation Center that received its cultivator's license from the State of Rhode Island on January 4, 2017. Ocean State Cultivation Center has been successfully supplying two of the state's Compassion Centers with medical marijuana since receiving their license. OSCC recently was acquired by Magnolia Holdings.





**ZACHARY ALLEN** - Since 2014 Zachary Allen has been cultivating and providing high quality medical marijuana to registered patients and compassion centers in the State of Rhode Island. He has produced some of the highest testing medicine in New England with third party laboratory results at over 28% THC, as well as over 26% CBD. In 2015, Mr. Allen co-founded a non-profit Rhode Island based patient and caregiver advocacy group, Responsible Caregivers of Rhode Island, in which he served as Vice President.

In 2015, Mr. Allen began consulting with Cannatech LLC, a Rhode Island based cannabis consultation and design firm. He was tasked with providing the content for the Management and Operations Profile of Cannatech Medicinals Inc., a Registered Marijuana Dispensary applicant, who has since then, received their Provisional Certificate. Mr. Allen is currently a partner in Cannatech LLC and was appointed as the Chief Operating Officer where he is responsible for coordinating with clients and his team to ensure a productive and steady pace towards the fruition of each project.

Additionally, Mr. Allen manages the cultivation and operations for Ocean State Cultivation Center (OSCC) located in Warwick, Rhode Island. OSCC was one of the first companies to receive a medical marijuana cultivator's license from the state of Rhode Island. They are also one of the few currently operating and providing medicine to compassion centers in RI. Mr. Allen manages several employees and oversees all aspects of operations within the company. Mr. Allen has become an expert at implementing the state's seed to sale tracking software. Mr. Allen works directly with representatives of the KIND Agrisoft tracking software and, closely with state officials on issues concerning regulatory compliance. Mr. Allen specializes in indoor cultivation and seed to sale tracking systems. He has successfully developed SOP's for cannabis cultivation in New England, diversion prevention, white mold mitigation, pheno hunting and seed to sale tracking.



**DUNCAN HARRIS** - Duncan graduated from Phillips Academy in Andover, MA in 1992 and from the University of Vermont in 1996. Upon graduating from UVM, Duncan moved to Boston to work on the trading desk at Loomis Sayles & Company. Duncan left Loomis and joined Berkeley Investments, a Boston based real estate investment company, in 2000. In 2002, after his wife's graduation from Tuft's Veterinary School, Duncan moved to Vermont and began his career in commercial real estate brokerage. He worked for many years at Redstone executing brokerage deals and managing development projects. In January 2016, Duncan founded The Kingsland Company, a full service commercial real estate brokerage firm based in Burlington, VT. Duncan spearheads all BCWC real estate needs from site research to site selection & negotiation.





**ROBERT GRILLO** – Robert Grillo first became involved in Rhode Island’s medical marijuana program as a caregiver in 2011. At the time, he was attending the University of Rhode Island where he majored in Business and Communications. Since then Robert has been dedicated to providing patients and dispensaries with medicine of the highest quality, potency, and terpene profiles. Robert’s cultivation focuses specifically on producing high potency CBD and THC cannabis cultivars. In 2013, Robert spent six months in the Denver area training with leading professionals to further improve his cultivation skills and knowledge of the industry. Robert continues to travel throughout the United States in pursuit of specialized cannabis strains and to educate himself on the newest techniques and technologies in the industry.

Robert was hired by Cannatech Medicinals in 2014 to help complete a Massachusetts RMD Management and Operations Profile. Robert has developed an in-depth understanding of industry regulations through his experiences and personal research, with particular knowledge in the regulations of the Northeastern states. In 2015, Robert was recruited and became Vice President of Cannatech LLC, where he has continued to utilize his well rounded understanding of the cannabis industry to help clients with cultivation design, SOPs, license acquisition oversight, and facility management. Robert has focused on providing clients with comprehensive and compliant security plans, helping to bridge the gap between conventional security and the nuances specific to the medical marijuana industry.

Robert became a manager of the Ocean State Cultivation Center in April 2017, a state licensed cultivation and manufacturing facility in Rhode Island. As a manager, Robert is tasked with production management, employee oversight, plant cultivation, lab processing and the overall efficiency of the facility and production. Mr. Grillo has also been practicing CO2 Extraction for the past two years with remarkable results. He single-handedly produces the highest testing shatter and full spectrum vape in the state of Rhode Island that is marketed through the Zach & Ted’s Excellent Cannabis nomenclature. Additionally, Mr. Grillo has successfully developed SOPs on the manufacturing of shatter, full spectrum vape, sublingual sprays, CBD isolate & THC distillate. The Zach & Ted’s Excellent Cannabis brand is a top brand in the RI cannabis market.



**JOHN KENYON** – John Kenyon graduated from the University of New Hampshire in 1987 with a Bachelor of Science in Business Administration. He graduated from the University of San Diego in 1990 with a Jurist Doctorate degree. He has been a member of the Rhode Island Bar Association since 1990 and a partner with Kenyon Law Associates, LLP since 1998. His practice includes representing multiple businesses with formation and compliance issues involving local, state and federal regulations. He has worked in conjunction with corporate attorneys to obtain regulatory permits for several national companies and successfully obtained municipal and environmental approvals for a \$100 million mixed use land development project containing both residential and commercial uses. John is also part owner of South County Title Company and Priority Title Company that provide title and closing services for state and federal lenders.

Kenyon has been a registered medical marijuana caregiver in Rhode Island since November 17, 2014. Shortly thereafter he and several caregivers formed Meadow Realty, LLC, d/b/a MediStrains to operate as a nonresidential, cooperative cultivation. His duties with the company included obtaining regulatory approval from the city of Warwick for the facility, ensuring compliance with local, state and federal laws and assisting in the growing process. The company has provided medicines for patients and all three compassion centers in the State of Rhode Island. He is the former an owner/operator of Ocean State Cultivation Center which was acquired by Magnolia Withholdings Group in October of 2018. He has worked extensively in securing host agreements with towns and licenses with the Massachusetts Cannabis Control Commission.



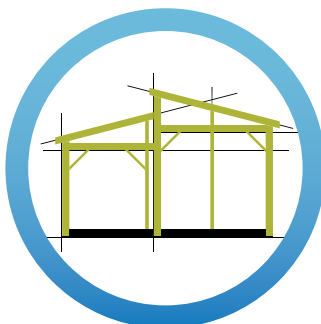
# BCWC COMBINED EXPERIENCE

32 YEARS



CANNABIS  
INDUSTRY  
EXPERIENCE

35 YEARS



COMMERCIAL  
REAL ESTATE  
DEVELOPEMENT

42 YEARS



BRANDING  
AND  
MARKETING

27 YEARS



CULTIVATION  
EXPERIENCE

15 YEARS



FORTUNE 500  
BUSINESS  
EXPERIENCE



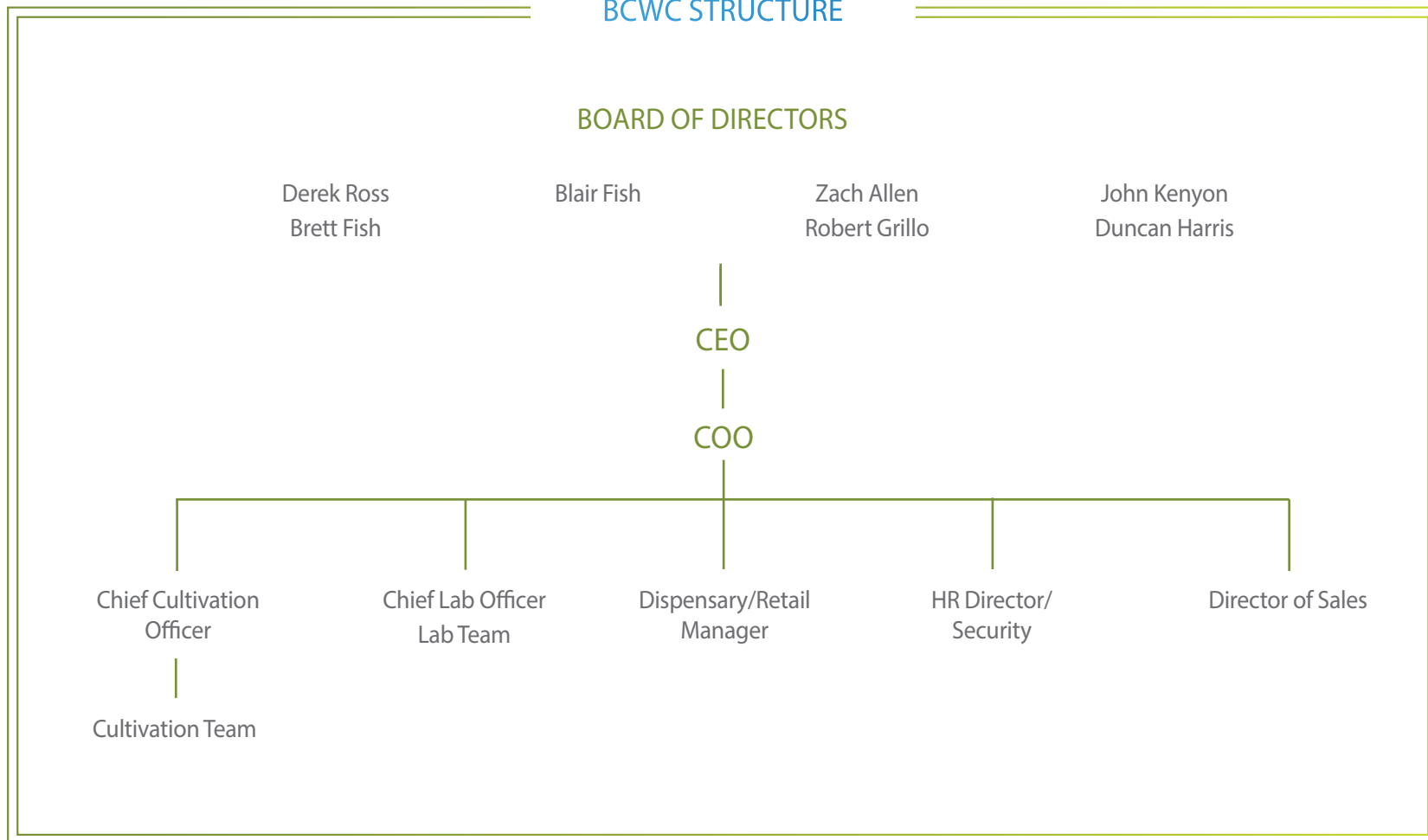




## BCWC COMPANY STRUCTURE & STRATEGY FOR OPERATIONS

BCWC's strategy for build out and ongoing management gives the Board of Directors an active role in the management, oversight of key personnel, and strategic operations. Board members will chart the company's course with its industry experts at each pivotal position. The board will hold all employees accountable for the success of BCWC.

### BCWC STRUCTURE











## ATTLEBORO, THE GATEWAY TO MASSACHUSETTS

BCWC has secured a property at 34 Extension Street in Attleboro located in an established industrial park in close proximity to I-95. It is a 24,700 square foot facility that will be used for processing and distribution.

Attleboro, Massachusetts is a city in Bristol County located 39 miles south of Boston and just 10 miles from Providence, Rhode Island. Attleboro is a vibrant and thriving place to work with a population of 43,593. Nestled along the Interstate 95 corridor, Attleboro is home to a rich history and a promising future. Once known as the “Jewelry Capital of the World,” Attleboro enjoys a diversified workforce in a variety of business sectors, offering growth and opportunity for many skills and education levels.

### BRISTOL COUNTY MASSACHUSETTS

- Population as of 2016: 558,324
- Veterans: 30,961
- Housing Units: 232,068
- Median Household Value: \$273,100
- Median Household Income: \$59,343
- Population Per Square Mile: 991.30

\*Source: Census.gov, 2016



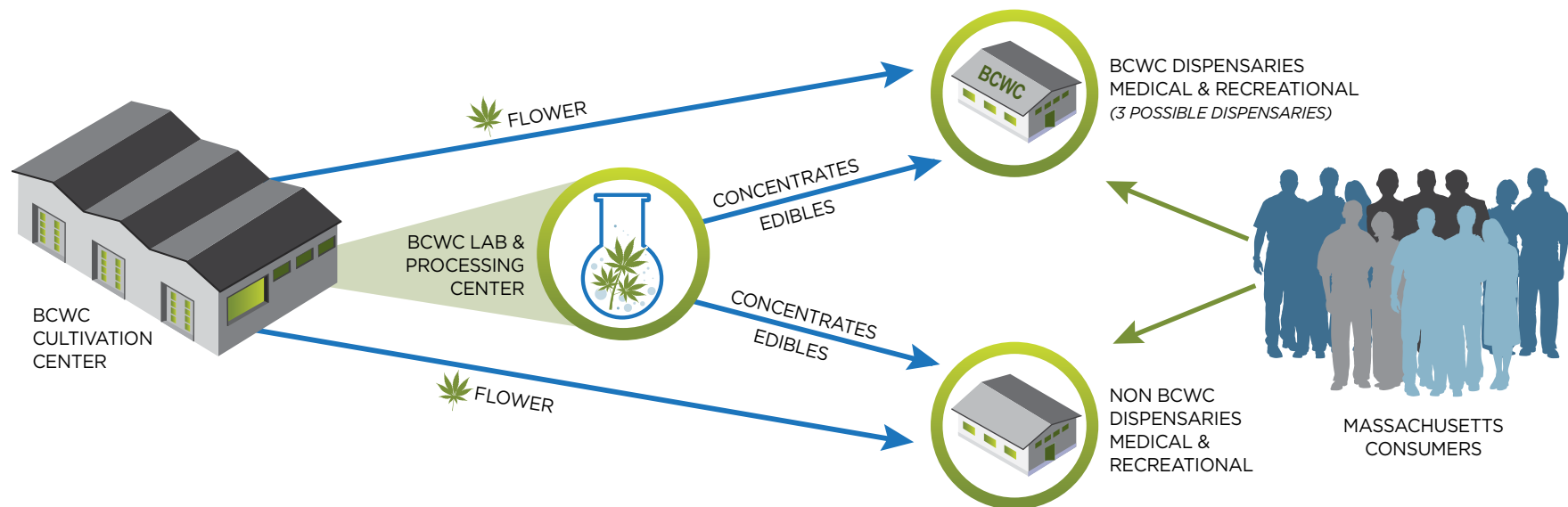








## BCWC VERTICAL INTEGRATION



BCWC has been granted its provisional license from The Commonwealth of Massachusetts. This vertically integrated license allows BCWC to build out its manufacturing facility and engage in cannabis cultivation on its farm, as well as processing and retailing. BCWC can process & extract in a full laboratory, sell through a medicinal dispensary as well as through its three provisional retail licenses. From a wholesale perspective, BCWC can sell up to 30% of its cannabis to other approved RMDs or retail facilities. BCWC also has been approved through the Town of Attleboro with a secured host agreement that enables BCWC to process and sell cannabis in the town.

- Vertically Integrated License: BCWC can grow, process, & sell medicinally and recreationally
- Gateway Location: BCWC is .6 miles from Exit 1 on I-95, and will be the first dispensary to 50 million people south of the Massachusetts.
- Supply: BCWC has a host agreement in Sheffield, MA where it will maximize its canopy producing up to 5,000 pounds annually
- Branding: Ability to Create our Own Brands.
- Team Expertise: BCWC Board has extensive cannabis experience.
- Neighboring Moratoriums: Surrounding towns have placed moratoriums or bans on cannabis.
- Adult use provisional licenses for cultivation & manufacturing have been received; provisional retail license is also approved





## CULTIVATING PROFITS

BCWC's 24,700 square foot facility in Attleboro will produce an extraordinary array of cannabis products to fulfill market demand. From state-of-the art pharma grade laboratory to a high end kitchen, BCWC will manufacture concentrates and edibles in this facility. BCWC will also be cultivating its flower in an indoor grow at our farm.

### TOP TIER OUTDOOR/INDOOR FLOWER

BCWC is uniquely positioned to produce high quality outdoor flower at very efficient costs giving us a strategic operational and competitive advantage. This farm in Sheffield, Massachusetts allows BCWC to maximize its canopy size to 100,000 square feet. BCWC will begin to grow outdoor in May 2019 and will be harvesting up to 5,000 pounds by October 2019. Then in November, BCWC will shift its grow to an indoor facility at 1876 North Main Street in Sheffield, MA. This will boost our flower sales as well as pre-rolls and infused pre-rolls as well.

### CONCENTRATES & EXTRACTS

As has been seen in Colorado, Oregon, California & Washington, cannabis concentrates are among the fastest growing product segments with vape cartridges, shatter & wax, THC crystalline, distillates, and many other concentrated forms of cannabis leading the way. BCWC has invested in a state of the art CO2 extraction & distillery laboratory so that we can fulfill the demand for cannabis products like oral sprays, creams, transdermal patches and other concentrates.

### EDIBLES

BCWC is in the process of building a state of the art kitchen so that extracts can be made into various edible products. Gummies, chews, mints, cookies and various other delectables will be produced in BCWC's state-approved cannabis kitchen. BCWC is even investigating gluten free edibles for consumers with dietary restrictions and demands.





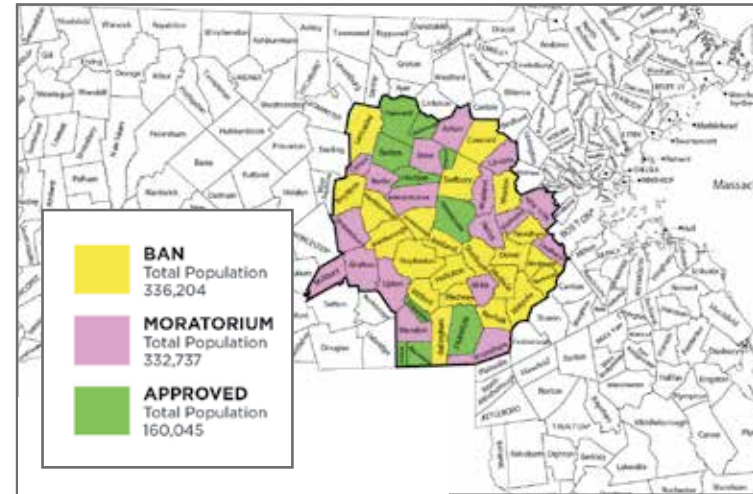


## RETAILING REVENUE

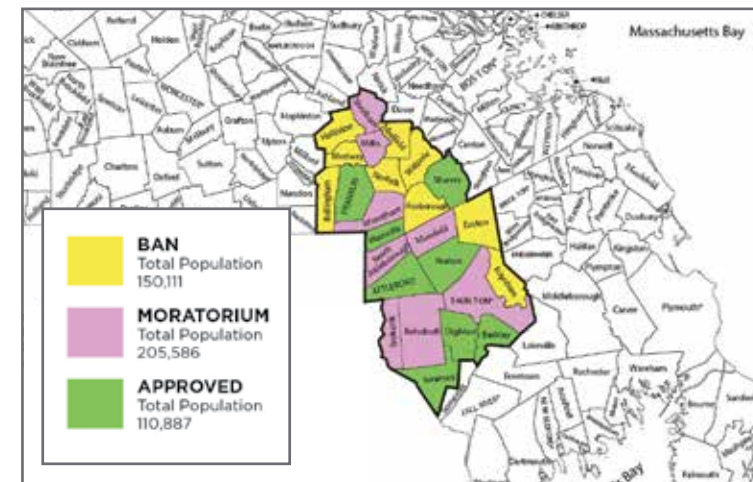
BCWC retail opportunity is stellar. Upon approval from the Massachusetts Cannabis Control Commission, BCWC will be allowed to sell recreational cannabis products at retail to persons over 21 years of age. Sales will take place out of three separate locations within Massachusetts. In anticipation of this approval, BCWC is working to secure a prime location off Exit 1 in Massachusetts only .6 miles from the Rhode Island border and a stone's throw from the City of Pawtucket, RI. This location is in a high traffic area located next to big box retailers and directly across from the MBTA stop. Attleboro is an approved cannabis town that has many neighboring towns that have either banned or placed a moratorium on the sales of cannabis. BCWC has also retained two prominent attorneys to identify, license and secure two additional locations. BCWC also has active retail location opportunities in Allston-Brighton & Framingham, MA. BCWC has secured a property on Route 9 in Framingham and is in process of securing a host agreement with the city. Framingham is a cannabis friendly city surrounded by municipalities that have either banned or placed a moratorium on the sales of cannabis. Neighboring towns that have either banned or placed a moratorium on cannabis add tremendous value to BCWC strategic position.

BCWC has been working with architects for the design and build out of its first dispensary in Attleboro. The design of the dispensary will be modern, simple, with the ability to maximize its retail shelving. BCWC will stock and retail its cannabis brands as well as other competing brands within Massachusetts.

### FRAMINGHAM LOCATION OPPORTUNITY



### ATTLEBORO LOCATION OPPORTUNITY



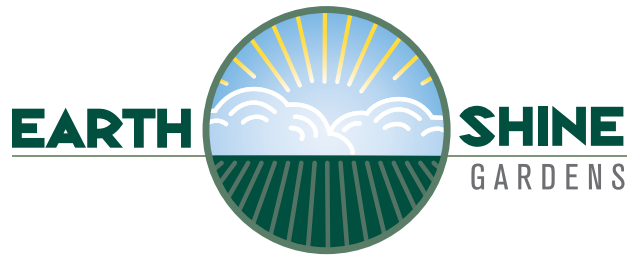




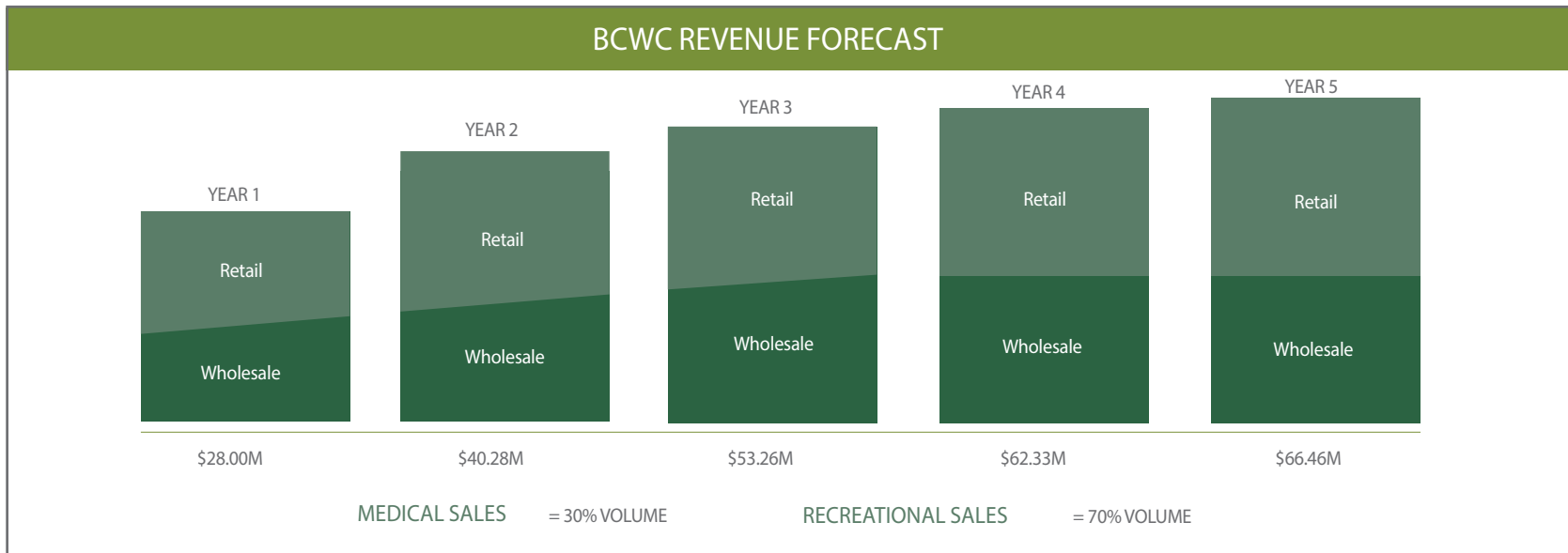
## BLOSSOMING BRANDS

BCWC is well positioned to build and market various home-grown brands of cannabis products such as vape, concentrates and edibles. The company looks fondly upon building its own cannabis brands to establish customer loyalty in a burgeoning market.

BCWC has an arsenal of brands geared toward millennials, GenX & Baby Boom generations within Massachusetts. It has implemented a branding exercise with cannabis marketing experts to identify, create and build multiple brands for cannabis products. The brands below have officially been trademarked by The Commonwealth of Massachusetts for the exclusive use of BCWC:







## FINANCIAL PROJECTIONS

### TARGET CUSTOMERS

- 1) Medical Marijuana Patients: approved patients with physical and psychological conditions
- 2) Adult Use Recreational Customers 21+
- 3) Other Approved Dispensaries

### SALES FORECAST

Revenue Sources: BCWC will garner sales from

- 1) MMJ Patients: as of July 2017, there were 46,653 patients approved for cannabis use in Massachusetts.
- 2) Wholesale of flower, concentrates & edibles to the RMDs
- 3) Adult Use: pending BCWC's recreational approval

- 4) RMDs: as of October 2018, 49 RMDs are operational. BCWC will sell wholesale to RMDs
- 5) Licensing: potential licensing of BCWC's brands

### SALES FORECAST

Grow Assumptions: Minimum of 3,600 pounds of outdoor cannabis annually.

- 1) Year One = \$28.00M with \$9M in wholesale
- 2) Year Two = \$40.28M with \$15.03M in wholesale
- 3) Year Three = \$53.26M with \$20.29M in wholesale
- 4) Year Four = \$62.33M with \$25.36M in wholesale
- 5) Year Five = \$66.46M with \$27.65M in wholesale





## **Restricting Access to Age 21 and Older**

Our facility will have an enclosed, locked single egress gate to the operation side which will be accessible only to dispensary agents, law enforcement personnel, regulatory commission officials and our security personnel. The access point will be monitored by surveillance cameras, and there will be a prominent sign posted on the door, stating “**EMPLOYEES ONLY**”. The gate will be protected by using a swipe card system that date stamps the entrance database with the pertinent access information for every user.

We will positively identify individuals seeking access to the premises of our marijuana establishment and while our marijuana products are being transported and limit access solely to individuals 21 years of age or older. All our employees will be 21 years of age or older which we will verify by reviewing their proof of identification. We allow only authorized individuals access into our marijuana establishment, outside vendors, contractors, and visitors must obtain and display an id. badge and will be escorted at all times.

We will not advertise or market to people under 21 years of age. All our packaging will contain the statement “For use by adults 21 years of age or older. Keep out of the reach of children”.



### **Separating Recreational from Medical Operations, if applicable:**

Nova Farms LLC will not be cultivating medical marijuana at the 136 Kellogg Road, Sheffield cultivation facility. We do have a provisional certificate for an RMD located at 34 Extension Street in Attleboro. We also have adult use licenses for a cultivator, product manufacturer and retail store at the Attleboro location. The adult use marijuana cultivated at the Sheffield facility may be processed and packaged at the Attleboro location. However, the adult use marijuana will be tracked and kept separate from the medical marijuana cultivated at the Attleboro location.

Every new clone or seed will be designated as either medical or adult use. Biotrack software will create an image, barcode and serial number reference tag for each new clone or seed. This tag is used to reference, track, and log data about each plant, beginning with propagation of the seed or clone, throughout the vegetative and flowering stages.

Processing and manufacturing marijuana will be monitored using Biotrack. This software carefully tracks production of raw marijuana material as it is processed into finished goods. Finished products will be weighed, packaged, inventoried, and labelled using Biotrack software. This software will carefully track products from packaging to point of sales.

All medical marijuana will be separately tagged and tracked, and we will use operating procedures for inventory management that strictly adhere to the requirements stated in §725.015(g). All adult use marijuana will be separately tagged and tracked, per 935 CMR 500.105(8).

All medical marijuana and adult use marijuana will be stored and packaged separately. Each will contain labelling specifically identifying it as either medical marijuana or adult use marijuana.

There will be a physical separation between the medical and adult use sales areas by the use of a stanchion. There will be separate lines for sales of marijuana products for medical use and marijuana products for adult use. However, a holder of a Medical Registration card may use either line and shall not be limited only to the medical use line. Nova Farms shall provide an area that is separate from the sales floor to allow for confidential consultation.



## **Quality control and contaminant testing procedures, as applicable under license type**

Nova Farms will achieve an exceptional standard of quality by implementing rigid operational procedures, maintaining a sanitary, controlled environment, and utilizing ISO laboratory testing.

Cultivation and processing areas will be cleaned and monitored daily for signs of contaminants such as mold, fungus and pests. If contamination occurs, trained employees will remedy the contamination, relying on their individual expertise and peer support from the industry professionals employed by or consulting with us.

We will meet or exceed all sanitary guidelines. Staff will use locker rooms to transition into uniforms and store personal belongings before entering the cultivation or processing areas. Upon entering these specific areas, personnel will enter a sanitation chamber equipped with air showers and UV lights to mitigate potential contaminants.

Our standard operating procedures for equipment sanitation will include a multipart cleaning process with any equipment or instruments that come in contact with cannabis. The first part of the cleaning process will be the separation of any dried or scrap products that may be around the equipment and surfaces. This will be done ongoing throughout the day to avoid any sort of buildup from the scrap products. Next, the equipment and instruments that come into contact with the cannabis will be broken down into its component parts and any open equipment panels will be inspected. All equipment and environmental surfaces will be then cleaned with detergent and hot water. The water will be heated to between 130 and 160°F, depending on the cleaning chemicals used.

The cleaning will involve additional steps and multiple cleaning compounds which may contain several ingredients, depending on the contamination to be removed, hardness of water, and prevention of scale formation on the exposed surfaces. The standard operating procedures will also detail a failure of not cleaning adequately such as product shelf life and quality, microbiological problems, regulatory noncompliance reports, or even possible closure and other sanctions. The final step in the process is to apply sanitizer to all cleaned and rinsed surfaces to destroy hidden microorganisms. Effective use of sanitizers is integral to controlling microorganisms for cannabis safety and products stability. It will be taught and tested in training that sanitizing does not replace thorough handwashing or equipment and facility cleaning.

Regular inspections and pest management will be a part of our facilities standard operating procedure. The inspection of plants will include a macro view of the plant without any magnification to look for signs of nutrient deficiency, pest, mold, rot, proper pH, proper runoff or drainage of excess moisture; flower and bud inspections to ensure there are no hermaphroditic plants; leaves and stems are healthy, observation of root growth, inspection of the growth medium, and proper trimming.

The absence and control of pests is part of the standard operating procedure and daily inspection reports. Plants will be viewed with a 60x eye loop by a trained employee to look for



any signs of pests, mites, or any other insect or disease. Both the top of the leaves and the bottoms will be inspected for any eggs, webs, or actual insects. Any signs of infestation will be documented such as white or dark spots in a discoloration of the leaves indicating any sort of nutrient deficiency.

Our facility will have a quality assurance officer who will help create the algorithm and accompany metrics for sampling batches pursuant to our standard operating procedures for valid sampling methods. The independent testing laboratory will be sent the product by the quality assurance officer, who established the company's testing requirements and sample size required for in process and finished products. There will be a formal validation process that will demonstrate the ability of the sample produced by the requisite algorithm to produce reliable and repeatable results. All laboratory functions, including sampling, will be performed in compliance with good laboratory practice.

The facilities standard operating protocol will mandate that any laboratory contracted with will fulfill our testing requirements per the Commonwealth's regulations for reporting, analysis, sample size, sample retention, and sample destruction. When a batch is sent to our independent laboratory, the analysis will be documented and sent via fax or email back to our facility. The lab results will include a breakdown of the search elements required by the Commonwealth to ensure customer safety, along with a chemical composition description of the batch, testing results including pesticide residue, residual solvents, microbiological testing, stability, along with observations for odor, appearance and moisture content.

To ensure integrity and consistent dosages, all marijuana shall be tested at an approved ISO facility, preferably CAN-9009 certified, pursuant to 935 CMR 500.160. Testing will ensure potency, purity and medicinal value. Quantifying these values will provide accurate and consistent dosing for all marijuana products and allows patients to make informed selections of contaminant-free medicine. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

We shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). The policy shall include notifying the CCC within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification will come from both us and the Independent Testing Laboratory, separately and directly. The notification from us will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.



We shall maintain the results of all testing for no less than one year. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to our facility for disposal or by the Independent Testing Laboratory disposing of it directly.

Upon completion of testing, and the issuance of a satisfactory certificate of analysis that meets or exceeds our quality control standards for purity as well as falling within the Commonwealth's published acceptance criteria, the quality insurance manager will assign an expiration date to the batch. The expiration date of the batch will be determined by the quality assurance manager who will ensure that the stability and expiration date of the finalized distributed cannabis product falls within the previously assigned time frames. The expiration date will be validated and stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened. They will also specify storage conditions once the package is sealed, during transport and at our facility. Product shelf life specifications will include all required storage conditions including storage at our facility once the package is sealed, during transport, at the dispensary facility, in the customer's home and samples retained for future testing.

In the event one of our product tests reveals that it falls outside specifications for a customer consumption, the recall program detailed in the SOP's will be utilized to remove the affected product from our shelves, and to contact any facility where it might have been shipped. The quality assurance manager will use the SOP's to:

- Insure the restriction of movement between production department of any the batch or lot identified as an issue;
- Identify any product that has the questionable material in it and isolate it in either in a container for further testing, or in a container for product that is to be destroyed.
- The quality assurance manager will initiate a recall as determined by the SOP's by contacting any identifiable client who received the product in question;
- Create an email, certified letter, or phone number list in order to contact any person who may either have ordered or somehow has in his or her possession any inventory containing the product in question;
- Order the actual recall and begin the task of contacting anyone who may have the inventory or whom he knows was a client and physically received it.

The notification of all customers or entities that may have received the inventory in question will be done using the facility's SOP which requires documentation that the customer or entity was attempted to be contacted. The quality assurance manager will query the seed to sale tracking software in the fields that will allow him or her to create a report showing the name, contact information, and the lot and batch from which they purchased the affected inventory. The quality assurance manager will document the identified specific inventory along with the bar code numbers and will then make contact with the head of each facility where it was shipped and send them a copy of the documentation with a priority message to remove it from their shelves.

The message that is sent to all managers of any facility that has either purchased or somehow obtained the batch and lot in question will specifically state that the company should contact the quality assurance manager to obtain an RMA (return merchandise authorization number). All RMAs



will be recorded, and the quality assurance manager will insure that the other facility's director understands that they should return the product through a licensed transporter, who will pick up the product at no charge to them.



## **PERSONNEL POLICIES**

Nova Farms LLC strives to provide a safe, rewarding and ethical atmosphere for both customers and marijuana establishment agents alike. We hold marijuana establishment agents to the highest standards of professionalism while offering a multitude of opportunities, including but not limited to:

**Equal Employment Opportunity:** We will offer fair and equal compensation and employment and will protect employees from discrimination based on any status enumerated under the laws enforced by federal EEOC or under the labor laws of the Commonwealth.

**Ethical Standards:** We will provide an ethical and respectful workplace conduct, and will strictly prohibit any forms of workplace violence, intimidation or harassment.

**Compensation and Benefits:** We will provide fair and appropriate compensation, along with benefits such as health insurance, paid time off, overtime and performance bonuses, workers compensation, and various forms of compensated personal and family medical leave.

**Safe and Secure Environment:** Security will be operational 24/7/365. We will require all marijuana establishment agents to behave in a safe and responsible manner, consistent with workplace safety standards promulgated by US OSHA and Massachusetts division of occupational safety.

**Incentive Advancement:** We prioritize the promotion and advancement of existing cultivating agents upon the availability of positions within the Marijuana Establishment. Performance-based evaluations will be conducted at least annually, as part of our effort to support marijuana establishment agents' advancement, productivity and career objectives.

We shall ensure that all marijuana establishment agents are qualified for their role and complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.

On or after July 1, 2019, all current owners, managers and employees of our Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program. We will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the CCC and any other applicable licensing authority upon request during normal business hours.

We shall prepare an alcohol, smoke, and drug-free workplace policy as well as a plan describing how confidential information will be maintained. We will also establish a policy for the immediate dismissal of any marijuana establishment agent who has:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;



- Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Nova Farms LLC shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who we are associated with. We will require background checks and will ensure that all such individuals shall:

- be 21 years of age or older;
- not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority;
- be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.



## **Record Keeping**

The purpose of this SOP is to establish controls, requirements, policies in the management of documents records. The Nova Farms Chief Compliance Officer will work with all Departments to ensure records are properly managed.

The Nova Farms Chief Financial Officer will:

Ensure the financial records of the Sheffield Outdoor Cultivation Facility will be maintained in accordance with generally accepted accounting principles and maintain Business records; manual or computerized records of:

- assets and liabilities
- monetary transactions
- books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- sales records including the quantity, form, and cost of Marijuana Products
- salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any Persons Having Direct or Indirect Control over the Sheffield Outdoor Cultivation Facility
- Waste disposal records as required under 935 CMR 500.105(12)

All Department Managers will:

- Ensure all written records are maintained in proper order and that an inspection will include, but is not necessarily limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:
  - Written operating procedures as required by 935 CMR 500.105(1)
  - Inventory records as required by 935 CMR 500.105(8)
    - Seed-to-sale tracking records for all Marijuana Products

The Nova Farms Director HRM will prepare and maintain the following personnel records:

- Job descriptions for each employee and volunteer position
- Organizational charts consistent with the job descriptions
- A personnel record for each Sheffield Outdoor Cultivation Facility Establishment Agent

The Director of HRM will ensure Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with Sheffield Outdoor Cultivation Facility and will include, at a minimum the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2); documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual



indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters

- Documentation of periodic performance evaluations
- A record of any disciplinary action taken
- Notice of completed Responsible Vendor and eight-hour related duty training
- A staffing plan that will demonstrate accessible business hours
- Personnel policies and procedures
- All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agent s.*

- All records will be made available for inspection by the Commission, upon request. Following closure of Sheffield Outdoor Cultivation Facility, all records must be kept for at least two years at the expense of Nova Farms LLC and in a form and location acceptable to the Commission.



## **Policies and procedures for maintaining financial records**

Nova Farms has opened both an investment account and operating account with Century Bank. We have also recently opened accounts with Safe Harbor Services. We have retained DiSanto Priest and Co. as our CPA to ensure compliance with all State and Federal tax and financial reporting regulations. We have also retained Pannone Lopes Devereaux & O'Gara LLC as our attorneys to further ensure compliance with all regulatory requirements.

Nova Farms will have a full-time Chief Financial Officer. They will be a key member of the Executive Management team. The Chief Financial Officer will report to the President and assume a strategic role in the overall management of the company. The CFO will have primary day-to-day responsibility for planning, implementing, managing and controlling all financial-related activities of the company. This will include direct responsibility for accounting, finance, forecasting, strategic planning, job costing, legal, property management, deal analysis and negotiations, investor relationships and partnership compliance and private and institutional financing.

We will maintain all business and financial records with both hardcopies and computerized records. These records will be available for inspection by the Commission, upon request. They shall be maintained in accordance with generally accepted accounting principles. The records maintained will include, but are not limited to:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with our Marijuana Establishment.

We will only utilize a point of sale (POS) System approved by the CCC. We will only utilize sales recording modules approved by the Department of Revenue. We will not utilize software or other methods to manipulate or alter any sales data. We shall conduct a monthly analysis of our equipment and sales daily to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. We shall maintain records that we have performed the monthly analysis and we will produce it upon request by the CCC. If we determine that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, we shall:

- Immediately disclose the information to the CCC;
- Shall cooperate with the CCC in any investigation regarding manipulation or alteration of sales data;
- We shall take other action, directed by the CCC to comply with 935 CMR 500.105.

We shall comply with 830 CMR 62 c.25.1 Record Retention and Department of Revenue Directives 16-1 regarding record-keeping requirements. We shall adopt separate accounting



practices at the point of sale for marijuana and marijuana product sales, and non-marijuana sales. We will make our point of sales systems available to the CCC and the Department of Revenue, in order to ensure compliance with Massachusetts tax laws in 935 CMR 500.000. We shall maintain and provide to the CCC on a bi-annual basis, accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

We shall not sell or market for adult use, any marijuana product, including marijuana, that is not capable of being tested by an independent testing laboratory, except as allowed under 935 CMR 500.000. Only product that is deemed to comply with the standards required under 935 CMR 500.106 shall be marketed or sold.



# **NOVA FARMS LLC DIVERSITY PLAN**

## **Social Equity for Disproportionately Impacted Groups-Diversity**

Nova Farms LLC does not fit the category for Economic Empowerment Applicant nor are we located in area of disproportionate impact. We are however, committed to inclusiveness of underrepresented groups and community outreach. Our focus is on making a positive impact for those populations and locations that have been designated as disproportionately impacted by the negative consequences connected with marijuana.

### Diversity Plans to Promote Equity Among Women, Minorities, Veterans, People with Disabilities and People of All Gender Identities and Sexual Orientation

#### **Diversity goals**

Goal #1-Nova Farms, LLC hiring goal for Females is 50%

Goal #2-Nova Farms, LLC hiring goal for Minorities, Non-Binary, LGBT Individuals is 25%

Goal #3-Nova Farms, LLC hiring goal for Veterans is 10%

Goal #4-Nova Farms, LLC hiring goal for over 55 is 3%

Goal #5-Nova Farms, LLC hiring goal for Special Needs and Physically Disabled Individual's is 2%

Goal #6 -Increasing Management Opportunities

#### **Plan for success**

- Nova Farms, LLC will train all employees on diversity issues and our diversity goals; making it a priority in the workplace
- Nova Farms has set consequences for racial or sexual discrimination and unacceptable work environments
- The diversity status of Nova Farms, LLC will be presented to all employees once a quarter so that all members of the Team can help identify high quality and diverse candidates for our Team
- Targeted areas of improvement will be highlighted during the presentation
- Marketing for hiring will be directed through local bi-lingual and diverse community media



- Marketing for hiring will be directed through local woman's business groups
- Community Partner Training- we will partner for internships and potential hires with local Community Colleges and Schools of Agriculture Management
- Nova Farms has embraced the Veteran population as a disproportionately impacted group and will work closely with the Local Veteran Service Office and other Veteran Hiring and Training Programs to ensure we are demonstrating a significant inflow of Veterans to our employee roles
- Nova Farms, LLC will partner with local agencies that have employment rehabilitation programs and/or programs for integrating members with Special needs into the workplace
- We will work with second level managers to identify star performers who have the performance standards, attitude and technical ability to move forward in the company
- We will develop career paths and career opportunities for minority, women and veterans within the company to ensure the opportunity for upward mobility is supported in a genuine and positive manner
- We will develop a mentorship program to provide guidance, confidence and support to minority, women and veteran employees who have been identified for an upward career path within the company

### **Measuring our Diversity Goals**

- The Director of Human Resources will perform a baseline analysis of all employees hired at Nova Farms, LLC within the first 6 months of operations
- An observation of the percentages/numbers will tell us how well we are doing in meeting our diversity goals and where we need to improve
- A Diversity Committee will be created to review goal performance and develop steps to meet any goals below the stated targets
- A report on our diversity goal progress will be reviewed with upper management every 6 months
- The Chief Compliance Officer will prepare a Diversity Report that will be submitted to the CCC during our annual license renewal application
- The Chief Compliance Officer will assess the Diversity Plan Annually to monitor progress and suggest any changes to diversity stratification or pathways to management programs







## **Policies And Procedures For Qualifications And Training**

The purpose of this SOP is to provide guidance on training for new employees, and documenting the training through handouts, video recordings, and entries into the employee's personnel records for completed modules.

SOCF (Sheffield Outdoor Cultivation Facility) will ensure that all Agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each Agent, and at a minimum will include a Responsible Vendor Training Program under 935 CMR 500.105(2) (b). At a minimum, staff will receive eight hours of on-going training annually.

Cultivation Agents responsible for tracking and entering information into METRC will receive training via the *metrc* tutorials. All Cultivation Agents will be trained on the use of Flowhub a system that interfaces with *metrc* and keeps track of inventory and sales.

All employees will go through 3 hours of Annual training and be prepared to discuss and be tested. Some of the training modules taught are:

- Health, safety, and sanitation standards as required by the Departments.
- Security procedure.
- Emergency Plans.
- Confidentiality and all other provisions of PPI and state regulations that apply to the individual's scope of employment.
- Training on Commission Statutes and Rules and Other State and Local Laws and Regulations.
- Training on Company Standard Operating Procedures and Compliance.
- Training on Detection and Prevention of Diversion of Marijuana.
- Training on Inventory Control and Record Keeping.

The Director, Human Resources will insure all modules necessary for successful employment have been taken by new employees, and the proper documentation including employee signatures on training materials, test or quiz results, and an actual video of the training session must be on file in each hire's personnel file.

### **Mandatory Responsible Vendor Training (5 Hours)**

Mandatory Training: All current Owners, managers and employees of Nova Farms that are involved in the handling and sale of Marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will attend and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor."

All new employees involved in the handling and sale of Marijuana for adult use will successfully complete a Responsible Vendor Training Program within 90 days of hire.



After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of Marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor.”

A record of the Responsible Vendor Training Program will be maintained in compliance for four years. The program will include at least two hours of instruction time.

Training shall include:

- Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product.
- The amount of time to feel impairment.
- Visible signs of impairment.
- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices, compliance with all tracking requirements

Acceptable forms of identification. Training shall include:

- How to check identification.
- Spotting false identification.
- Patient Registration Cards formerly and validly issued by the Commission.
- Provisions for confiscating fraudulent identifications; common mistakes made in verification.

Other key state laws and rules affecting Owners, managers, and employees, which shall include:

- Local and state licensing and enforcement.
- Incident and notification requirements.
- Administrative and criminal liability.
- License sanctions.
- Waste disposal.
- Health and safety standards.
- Patrons prohibited from bringing Marijuana onto Licensed Premises.
- Permitted hours of sale; conduct of establishment.
- Permitting inspections by state and local licensing and enforcement authorities.
- Licensee responsibilities for activities occurring within Licensed Premises.
- Maintenance of records; privacy issues.
- Prohibited purchases and practices.



# Cannabis Trainers

THE SAFE RESPONSIBLE SALE OF CANNABIS

## Sell-SMaRT™

Training Program (5- Hour Course)

### Mission:

Cannabis Trainers™ strives to ensure the **Responsible ~ Aware ~ Knowledgeable** process of safe cannabis production and sales.

### Overview:

Learn the essentials of safe and responsible cannabis sales. Protect yourself and your operation from risks and liabilities with responsible marijuana training from the Sell-SMaRT™ Responsible Vendor Programs.

### Description:

The Sell-SMaRT™ program prepares budtenders, cannabis consultants, owners, managers and all front line store staff to effectively and safely handle complex situations in licensed stores.

Selling Cannabis involves many risks. Failure to act responsibly and proactively could result in fines, imprisonment, suspension of the license, increased insurance costs, or loss of business.

Sell-SMaRT™ is the first approved Responsible Vendor program by the Colorado Marijuana Enforcement Division and the Colorado Department of Public Health and Environment.

The course is customized with up to date rules and regulations including local rule variations.

### The Sell-SMaRT™ Program

Section I	The Legal Information
Section II	Safety & Security
Section III	Checking ID's
Section IV	Handling Tricky Situations
Section V	Consumer Safety & Education

### Sell-SMaRT Responsible Vendor Course-

The link to the registration page is at:

<http://cannabistrainers.com/events/sell-smart-responsible-vendor-program-0411/>

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## Training Curriculum Modules for Employees

### Cultivation Agent Training Curriculum - Mandatory

(2) three-hour classes will be required for employment at Nova Farms. Each training will accompany a multiple-choice quiz which will require a minimum of 75% to pass and complete the course. Re-takes may be offered however an Agent must complete the course prior to working in the facility.

### Cannabis 101: 2 Hours

- Understanding the active ingredients of the Cannabis plant and how they work together.
  - Trichomes
  - Cannabinoids
  - Terpenoids
  - Subspecies of Cannabis
  - Cannabis Genetics
  - How they work together
- Methods of Delivery
  - Smoking
  - Vaporizing



- Ingesting
  - Topicals
- Dose control
  - Beginners
  - Low and slow
  - Team consistency

#### Regulations / Warnings: 1 Hour

- Compliance
- Seed to Sale
- Children and pets
- Advertising
- Driving / Operating Machinery
- Alcohol
- Dependence and Abuse

#### Customer Service: 2 Hours

- Speaking about Cannabis - the Do's and the Don'ts
  - Keeping it general
  - Know your facts
  - Trigger responses
  - Avoiding clichés and stereotypes
  - Passion and experience
- Product Overview
  - Flower
  - Concentrates
  - Edibles
  - Topicals
  - Devices
- Compassion and Understanding needs
- Educating and answering questions
- Point of Sale and Money Handling
  - Flowhub
  - Leafly
  - POS cash drawer Procedures
  - Drawer Limits
- Packaging and Labeling

#### Security: (1 Hours)

- Inventory
- Personal
- Entering and Exiting
- Restricted Access
- Customers / Visitors
- Emergency Protocols



- Tandem tasks
- Weapons

In the event a Nova Farms Training is unavailable, new hires may utilize a comparable online training course or webinar. Courses must encompass the same general curriculum offered by Nova Farms and must be approved by the Compliance Department prior to enrollment.

**Safety Training** –to be performed in employee’s department

All employees in their initial training go employee safety, personal protective equipment uses, storage and cleaning, and other training for specific mechanical and other equipment used in the facility.

In order to accomplish safety training, the facility will do the following:

- Make sure employees have and use safe tools and equipment and properly maintain this equipment.
- Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- The facility will provide safety training in a language and vocabulary workers can understand.

All safety training must be documented through video recording, and having employees sign a log sheet for each class attended.

### **CPR Training**

It is the responsibility of the Director of Human Resources to ensure all personnel have an opportunity to take CPR training, and to help arrange classes on premises for it.

- The American Heart Association’s Heartsaver CPR AED Course has been updated to reflect new science in the 2015 American Heart Association Guidelines Update for CPR and Emergency Cardiovascular Care. This course which is taught regularly at our facility is used to provide CPR and use an AED in a safe, timely, and effective manner.
- Heartsaver CPR AED Online is the eLearning portion of the Heartsaver CPR AED blended learning course and is designed to teach students the cognitive information needed for CPR and AED training. The Director of Human Resources assigns passwords to employees for online training. Upon successful completion of both portions of the course, students receive a Heartsaver CPR AED course completion Card, valid for two years.

**After completing this course, employees of the facility will be able to:**

- Describe how high-quality CPR improves survival.
- Explain the concepts of the Chain of Survival.
- Recognize when someone needs CPR.
- Perform high-quality CPR for an adult.
- Describe how to perform CPR with help from others.
- Give effective breaths by using mouth-to-mouth or a mask for all age groups.



- Demonstrate how to use an AED on an adult.
- Perform high-quality CPR for a child.
- Demonstrate how to use an AED on a child.
- Perform high-quality CPR for an infant.
- Describe when and how to help a choking adult or child.
- Demonstrate how to help a choking infant.

All employees will be given attendance slips to sign and will be awarded a completion certificate upon successful training in CPR.

### **PPI Education and Training**

The purpose of this SOP is to provide guidance to all employees dealing with customer information that may be sensitive in nature, Personal Protected Information. Nova Farms personnel are not medical providers and will not be providing medical information to any of our customers. The staff should still be knowledgeable in requirement for protecting PPI.

The Chief Operating Officer will appoint a Privacy Officer. All new employees going through initial training have PPI training and sign an agreement to protect confidentiality and the personal information of customers, employees or other information that may be sensitive in nature and require limited access.

Employees understand PPI privacy rules and procedures.

- Access customer or employee records will be limited to employees with the proper clearance level.
- Limiting employee access to confidential records will help reduce the risk to exposure. Additional employees may be granted the proper clearance level to access confidential records as needed in the future.
- ALL employees will receive training to never disclose the specific names of customers with non-employees or parties outside the organization.
- It is important that the names of customers not be shared with the public in anyway, as this would result in a PPI violation.
- NEVER leave customer or personnel records unattended or insecure within the file cabinet.
- The facility will host a monthly or bi-monthly meeting with all employees to go over privacy and confidentiality policies, procedures and measures. This will provide further accountability on all staff levels to make sure privacy/legal compliance is met.

Any violations of Customer or Staff confidential or personal protected information should be reported on an Incident Report. Follow procedures for filing and Incident Report.

### **Job Descriptions**

The Director of Human Resources defines job descriptions, and with upper management's approval, places ads and hires new employees based on the defined criteria. Job descriptions are designed and reviewed by the Director, Human Resources in collaboration with the specific tasks outlined by the Chief Operating Officer, the General Manager and other Department Chiefs.



The procedure for defining the job responsibilities for all employees is jointly performed by the human resources department and upper management. All changes to and additions to the Employee Guidelines, job descriptions and job responsibilities must be approved by upper management.

All job descriptions must be posted with the Director, Human Resources and all new hires must be reported to the Administrative Assistant and accounting for payroll purposes.

### **Chief Executive Officer**

A chief executive officer (CEO) is the highest-ranking executive in a company, whose primary responsibilities include:

- making major corporate decisions.
- managing the overall operations and resources of a company.
- acting as the main point of communication between the board of directors (the board) and corporate operations.
- Being the public face of the company.

A CEO is elected by the board and its shareholders. Engages in high-level strategic decisions and those that direct the company's overall growth. Sets the tone, vision, and sometimes the culture of the organization.

### **Chief Operating Officer**

The Chief Operating Officer (COO) is responsible for overall operation of entire facility.

- Oversight of cultivation operational activities, processing operational activities, and security operational activities.
- All department managers will report directly to the president.
- Work with the board of directors to develop financial structuring and capital raising strategies.
- Work with the Dispensary Manager to understand operational activities, progress, and capital needs in order to communicate accurately and succinctly with investor groups.
- Evaluate the cash flow needs of the company, and accurately determine timelines and milestones for raising additional capital.
- Establish and nurture relationships with various capital groups, including venture capital groups, private equity funds, institutional investment groups, angel investors, and debt financiers.
- Lead the company in sourcing and closing the capital required for company growth.
- Maintain on-going relationships with current investors thereby increasing investors' confidence for continued, on-going and potentially larger investments.
- Present vision of the corporation and investment opportunity at public or private events
- Work with Chief Financial Officer and Controller to monitor cash flow and expenditures.
- Identifies, investigates and brings forward to the BOD possible candidates for acquisition.
- Performs other job-related duties as required including:
  - Executive Leadership
    - Lead and coordinate the process of making key decisions as a member of the executive management team.
- Assist in formulating our client's future direction and initiatives that support the facility's growth.



- Maintain up-to-date knowledge of, and implement, operational best practices. Client Relations
- Effectively communicate the facility's operational and financial strategy to investors, senior management, staff, partners, customers, and stakeholders.
- Ensure that all products and services meet client needs and take corrective action when necessary.

### **Legal Consultant**

- Ensures compliance with all local, state, and federal laws, and facility rules and policies.
- Monitor all open legal issues involving the facility and those that affect the industry.
- Ensure that the facility meets the legal and appropriate level of insurance coverage. Reporting and Documentation
- Ensure that record keeping meets the requirements of local, state and federal auditors and government agencies.
- Help develop and grow the facility's reporting features – production reports, yield trackers, etc.
- Operational Oversight
- Ensures proper management of all facilities and properties, statewide.
- Directly contributes to creating, communicating and implementing the organization's vision, mission, and overall direction.
- Maintain awareness of both the external and internal competitive landscape, opportunities for expansion, customers, markets, new industry developments, products, technologies, and standards.
- Evaluates the success of the organization and coordinates with the board of directors, and other executive management positions to ensure continued success.

### **Chief Financial Officer**

The CFO works with upper management and the board of directors to identify opportunities to increase the value of the business through partnership, investment, mergers and acquisitions. The CFO will contribute to the company's yearly and long-term business planning process, conducts analysis, and provides strategic financial advice on the overall direction of the company and each individual project.

#### **Duties and Responsibilities:**

- Dedicated focus on driving operations through finance
- Work closely with owners to provide financial insight and direction.
- Identify financial opportunities, roadblocks, and analyze the impact on future business.
- Provide timely and accurate analysis of budgets, financial reports, and financial trends in order to assist the Board of Directors, CEO and Executive Team in performing their responsibilities.
- A trusted advisor with a strong work ethic and resilient mentality
- Establish credibility throughout the organization and with the board of directors as an effective developer of solutions to business challenges.



- Provide strategic financial input and leadership on decision making issues affecting the organization, i.e., evaluation of potential alliances, acquisitions and/or mergers, and investments.
- Develop a reliable cash flow projection process and reporting mechanism which includes minimum cash threshold to meet operating needs.
- Be an advisor from the financial perspective on any contracts into which the facility may enter.
- Evaluate the structure of the finance group and identify needed changes or professional development opportunities to enable future success of the organization.
- Facilitate the company budgeting process in collaboration with the Controller; Plan, oversee and ensure adherence to department budget.
- Develop, track and manage finance department goals and success metrics.
- Work with Controller to development cash management practices to optimize cash position.
- Provide company and department direction through modeling and financial analysis; other duties as assigned.

#### **Qualifications:**

- Must already possess or be able to qualify to receive a state registration License.
- Must meet mandatory state residency rules, no felony convictions, and must successfully pass an extensive background check.
- Must be a strategic thinker that understands finance best practices and is capable of developing and implementing a strategic plan that advances the team in line with organizational goals.
- Must be able to execute tactically and opportunistically to achieve strategic goals.
- Must be a sincere, collaborative team leader who, when needed, places the overall success of the organization and team ahead of their own professional priorities.
- A strong and savvy communicator who is able to build relationships with people at all levels of an organization.
- Strong business/ financial acumen and ability to understand and logically work through business problems to proper resolution.
- An energetic, forward-thinking and creative individual with high ethical standards; An excellent negotiator who is experienced in contracts.

#### **Education and Experience**

- 10+ yrs. finance experience with increasing levels of responsibility.
- Demonstrated success in any of the following positions: CFO, VP Finance, or other Senior level finance manager/executive who has held responsibility for duties listed in this job description.
- Experience developing and managing financial models.
- Bachelor's Degree with MBA, CPA, CFA, or Big 4 (highly desirable)
- Demonstrated experience managing cash, treasury, and cost.
- Excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language.
- Excellent listening and interpersonal skills
- Keen attention to detail and ability to multi-task with frequent interruptions.
- Able to prioritize and execute tasks in a fast-paced environment.
- Experience working in a team-oriented, collaborative environment.



### **Director of Human Resources**

Human resources managers consult with top executives regarding the organization's strategic planning. They identify ways to maximize the value of the organization's employees and ensure that they are used as efficiently as possible.

The human resources manager oversees all aspects of an organization's human resources department, including the compensation and benefits or training and development programs.

Human resources managers typically do the following:

- Plan and coordinate an organization's workforce to best use employees' talents.
- Link an organization's management with its employees.
- Administer employee services.
- Advise managers on organizational policies, such as equal employment opportunity and sexual harassment.
- Coordinate and supervise the work of specialists and support staff.
- Oversee an organization's recruitment, interview, selection, and hiring processes.
- Handle staffing issues, such as mediating disputes and directing disciplinary procedures.
- Every organization wants to attract, motivate, and keep qualified employees and match them to jobs for which they are well suited.
- Human resources managers accomplish this by directing the administrative functions of human resource departments.
- Oversee employee relations, regulatory compliance, and employee-related services such as payroll, training, and benefits.
- Supervise the department's specialists and support staff and ensure that tasks are completed accurately and on time.

### **Education**

A bachelor's degree in human resources or business administration.

Experience in human resources subjects, such as labor or industrial relations, organizational development, or industrial psychology.

### **Chief Compliance Officer**

The Chief Compliance Officer will build a culture of compliance within the organization by implementing and tracking internal compliance audits, reviewing and interpreting pending and current laws and regulations and communicating that information across the organization. The Compliance Officer will work with the management team to create new policies and procedures and ensure staff has an understanding of all compliance requirements. The Compliance officer will work to ensure operations are consistent with applicable laws, regulations, contractual requirements and industry best practices.

### **Responsibilities:**

Monitor and record all relevant regulatory updates via electronic tracking, spreadsheet, analyzing for enterprise impact and advising management.

Oversee the research, implementation, and operationalization of necessary regulatory updates, deficiencies, and concerns.



Manages the compliance audit function, which includes state compliance audits, targeted audits, and the review of previous market conduct findings to assess current regulatory/market conduct. exposures across the various lines of business and jurisdictions.

Develop summary reports for regulatory updates and communicate them as needed to relevant internal staff/management.

Oversees the regulatory compliance assessment of new and revised product labeling and be responsible for any communications around these with health authorities or other applicable agencies.

Write and maintain Operating Plans, Procedures and Policies related to the Regulatory and Compliance function area.

Review and contribute to cross functional Operating Plans, Procedures and Policies.

Effectively escalates issues within the organization to ensure leadership awareness and timely issue resolution of regulatory requirement updates.

Recommend corrective actions for any regulatory updates identified to department leadership.

Maintain a consistent presence as applicable to monitor and report progress and ensure appropriate prioritization of regulatory concerns.

Inspect the company's facilities to ensure compliance of the associated state rules which affect the business line.

Assist in assessing the business's future ventures to identify possible compliance risks.

Interface with state regulators to obtain clarification and context around requirements.

Maintains professional and technical knowledge and reviewing professional publications.

Work Closely with Legal Dept.

#### Qualifications and Requirements

BSc/BA in law, finance, business administration or a related field.

Certified compliance professional is a plus.

Minimum 2-5 years' experience with control/risk assessment/risk management.

2-3 years' experience in a compliance related position required.

In-depth knowledge of Cannabis industry's standards and regulations is strongly preferred.

Excellent knowledge of reporting procedures and record keeping.

Able to decipher and interpret the complexities of procedures, regulations and law.

3 years' experience in regulatory compliance Cannabis industry is strongly preferred.

Advanced skills in verbal and written communication.

Proficiency in Microsoft Excel, Word, PowerPoint, and Outlook.

Project management experience preferred.

You must be 21 years or older and have a valid MA. Driver's License.

#### Additional Qualifications:

Proven experience as compliance professional.

Excellent knowledge of reporting procedures and record keeping.

Methodical and diligent with outstanding planning abilities.

An analytical mind able to research "see" the complexities of procedures and regulations.

Excellent communication skills.

Certified compliance professional is a plus.

Experience in risk management a plus.

Internal audit or external audit experience.

Experience in writing audit reports.

Familiarity with Cannabis industry practices and professional standards.



NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

### **Dispensary Manager**

The dispensary manager is the public interface between the facility, our customers, regulators, Law Enforcement and the general public. The dispensary manager is tasked with:

- ensuring the smooth day to day operation of the dispensary.
- managing employees.
- ensuring the chain of custody is followed rigorously.
- staying abreast of current issues in dispensary management and product offerings.

The procedure for hiring a Dispensary Manager revolves around a candidate with strong interpersonal skills, qualitative and quantitative skills, and the following attributes:

- Organizational and documentation skills Leadership of dispensary employees.
- Comprehensive understanding of the state's regulatory mandates Proper inventory stocking levels.
- Knowledge of the strains we carry, their effects on the human body, contraindications, customer education, etc.
- Ability to use Microsoft Office products, email, and other software applications such as the seed to sale tracking software.
- Working with dispensary Agent s to document best practices.
- Creating and monitoring metrics for competitive pricing, product levels, and new product introduction.
- Monitoring inventory and cash, performing daily audits.
- Working with the security team to oversee initial and recurrent training.
- Monitoring sales by dispensary Agent s for accurate weights and proper products.
- Overseeing product recalls and creating and implementing corrective action plans.

### **Dispensary Agent**

Dispensary Agent s work directly below the dispensary manager, and similarly are the public interface between the facility, our customers, regulators, Law Enforcement and the general public. Dispensary Agent s will:

- Help customers.
- Verify credentials.
- Work at a point-of-sale system and record each sale.
- Collect the appropriate funds.

The dispensary Agent must be current in the dispensary's offerings including different strains, their effects, and methods of ingestion allowed by the state.

The procedure for hiring a dispensary Agent revolves around a candidate with strong interpersonal skills and customer empathy. Other additional mandatory skills required for employment include:

- Strong interpersonal skills in a retail environment.



- Knowledge of the different strains of Marijuana and their effects, Methods of ingestion of Marijuana.
- Knowledge of the point-of-sale software system.
- Current understanding of the state's regulations regarding Marijuana.
- Understanding of the mandatory chain of custody for all Marijuana on site.
- Ability to coordinate schedule with other employees.
- Retail knowledge of sales and collecting funds for product.
- High level of ability to communicate with customers.

### **Retail Budtender**

Budtenders are considered experts on the products sold. They are tasked with managing customer satisfaction by guiding customers through the selection process. Budtenders must stay current on Marijuana industry trends by attending trade shows, researching products, or learning about partner dispensaries. Individuals may also utilize social media platforms or experts' blogs to gain the latest information.

Budtenders are a customer-facing role, they are an integral part of helping a company achieve its sales goals. In addition to meeting sales goals, budtenders must ensure compliance with their state's Marijuana usage laws, such as the minimum age for customers.

#### **Required Skills:**

- Superior knowledge of the Marijuana industry, including current policies on recreational Marijuana. Budtenders will also:
- Need to understand everything from how the plants are grown to oil-making and smoking devices, as well as the reaction to different types of Marijuana.
- Along with customer service skills, budtenders will need strong listening skills.
- They must be able to interpret customers' needs and wants and translate that into the best product for them.
- Individuals will need excellent customer service skills, as they will be dealing with the public.
- Budtenders should also have effective organizational abilities and ensure they record all products sold through their dispensary's tracking system.

#### **Required Education**

At least a high school diploma.

Budtender certification

### **Chief Security Officer**

The Chief Security Officer is responsible for the security of the Dispensary. Responsibilities include:

- Reporting to the Dispensary Director.
- Monitoring all security Agents.
- Enforcing and updating all security standard operating procedures.
- Liaising with security-related vendors.
- Liaising with the Dispensary Director to ensure maintenance protocols are followed for all security equipment.
- Monitoring regulations related to security.
- Evaluating emerging security techniques and recommending modifications to SOPs, vendors, or equipment.



- Liaison to the executive staff and Board.
- Security Plan review, update, and implementation.
- Compliance with local and state security regulations.
- Oversight of third-party security vendors.
- Oversight of security training and reporting.
- Liaison with emergency services and Law Enforcement.

The Security Manager will report to the Dispensary General Manager. They will be responsible for;

- The hiring, certification, training, scheduling and managing of Security Agent s.
- For ensuring the security of employees, customers, and all company property.
- For ensuring safe delivery and of all Marijuana and manufactured Marijuana products. They will be responsible for the operation, regular maintenance, and storage of all video surveillance equipment and data.
- The security manager will ensure all Agent s are operating within the parameters set forth by the state's regulatory agencies tasked with the oversight of recreational Marijuana.

#### **Risk Assessment and Security Plan Review**

The Chief Security Officer will:

- perform a site risk assessment.
- evaluate the proposed site layout.
- Review the security plan.

This risk assessment will:

- Identify vulnerabilities and strengths of the specific site and layout.
- Assess vulnerabilities and countermeasures considered.
- Identify the best practical, efficient, cost-effective, and sustainable mitigation strategies.
- With the authorization of upper management, the Chief Security Officer will incorporate these into the security plan prior to opening the facility.

#### **Security Guard/Agent**

It is the responsibility of the Security Guard:

- To monitor the facility entry,
- Register guests ensuring proper identification of any visitors.
- They will be charged with the safety of customers, employees, and company property at all times.
- Security Agent s will monitor the facility using line of sight, as well as a video surveillance system that will operate 24 hours a day.
- Security Agent s will oversee the facility to ensure that no unauthorized persons are allowed access to the facility at any time.
- Security Agent s will receive initial and ongoing training to ensure that they are always operating within the parameters set by the state's regulatory bodies.

#### **Customer Intake Coordinator**

The Customer Intake Coordinator is the first professional that new customers will encounter at the facility. It is the Customer Intake Coordinator's responsibilities to:

- help them fill out new customer information documents, prepare a new file both electronically in our point-of-sale software along with the Commonwealth's database.



- The Customer Intake Coordinator will meet with new customers, obtain their registration information and validate it, and answer any introductory questions they have before bringing them to the point-of-sale Agent.

### **Courier/Driver**

The courier/driver makes deliveries for the facility, and also may be sent to pick up items necessary for the operation of the facility. The driver(s) work in pairs at all times, so it is important to have people that can work in close proximity to their partner for an extended period of time. The driver will be responsible for the chain of custody of both the product and the collected cash and must understand how to fill out the electronic manifest, read GPS maps, and abide exactly by the facility's protocols for checking identification.

The procedure for hiring a courier/driver involves finding a candidate with the following attributes:

- Clean driving record.
- Excellent referrals.
- Able to pass the state's licensing guidelines.
- Understand routing directions and use of GPS software.
- Ability to correctly account for cash and inventory.
- Ability to reconcile cash and inventory at the end of the day.
- Polite and well suited for working with customers.
- Understands necessary car maintenance.
- Good communication skills with facility dispatcher and security if necessary.
- Must possess a valid driver's License in Massachusetts.
- Previous delivery/driving employment required.
- Ability to handle multiple deliveries in any given day.



## **Energy Efficiency and Conservation Plan**

There are many cost-effective opportunities in our Sheffield outdoor cultivation environment. Employees in our facility will be encouraged to promote and identify energy efficient methods and best practices to support the conservation of all our resources. This operating procedure describes how Nova Farms will reduce its energy and carbon impact, while continuing to operate a thriving business.

Nova Farms will take the following actions to promote energy efficiency and conservation:

- Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures).
- A plan for implementation of such opportunities.
- We will monitor energy consumption and make adjustments to operations based on energy usage data.
- We will identify energy savings opportunities as part of any facility upgrades, renovations, or expansions.
- We will identify energy savings opportunities when equipment fails and needs to be replaced.
- We will identify opportunities for renewable energy generation.
- We will develop strategies to reduce electric demand.

We have identified several potential energy-use reduction opportunities. Nova Farms will implement those opportunities to use energy efficient and environmentally friendly products as follows:

- Equipping our facilities with Motion Detecting lights to conserve on energy when the lighting is not needed.
- Utilizing Dimmable LED Lighting to maximize on the LED efficiency technology.
- Packaging with Recyclable materials that are environmentally friendly for our product.
- Using Simple Green cleaning products-which are nontoxic, safer for use and sustainably Sourced.
- Consciously identifying recyclable packaging for assorted products.
- Equipping our restrooms with measured paper towel dispensers to avoid overuse.
- Having recycle bins and specially marked recycle baskets in office areas so employees can recycle paper, paper products and other recyclable products.
- All extraction systems at Nova Farms are closed loop, there is minimal waste.
- All waste disposed of on site will be stored in a secured locked container.

To reduce our overall carbon footprint, Nova Farms may at times dispose of organic waste produced at their Retail locations at the compost site located at our Sheffield Outdoor Cultivation License which has been in consultation with Mass DEP since 2019 and is considered to fall under the Exempt Status for composters.

- All organic waste will be recorded in a manner consistent with our waste disposal practices and will be mixed with other organic material and made unrecognizable/unusable prior to transportation
- The company's transport van will be utilized for transfer to avoid contracting a



third party hauler which will further reduce our carbon footprint.

- No Marijuana or Marijuana products will be transferred while the compost material is being transferred.
- Transports will be scheduled in a manner to avoid unnecessary or excess travel to further reduce our carbon footprint.
- The amount of compost material transferred may not exceed the amount required to fall under the Exempt Status by Mass DEP.

Nova Farms has further limited their energy usage with its commitment to outdoor cultivation. They received a Provisional License for an indoor cultivation facility at their Attleboro location. They received approval last year from the Cannabis Control Commission to move the cultivation area from Attleboro to the Sheffield outdoor cultivation facility. Nova Farms intends on growing 100% of their marijuana outdoors and eliminate any indoor cultivation. With indoor growing comes the excessive consumption of energy. Grow rooms require lights, ventilation systems and other equipment that eat up a lot of electricity.

In contrast, outdoor growing needs only the sun, air, and water to thrive. It does not produce any carbon footprint, and it even contributes to the dynamics of the ecosystem. Such a reduction in energy use leads to less environmental impact and more economically efficient growing. For an even more environmentally friendly approach to growing, Nova Farms is now holding itself to higher standards and creating what is commonly known as “sun-grown” cannabis. This is distinct from “outdoor” cannabis in that Nova Farms is adhering to stricter standards in an attempt to create the most natural conditions possible. Consequently, Nova Farms uses higher-quality organic products, locally sourced water, and natural sunlight.

## WATER RUNOFF PLAN

Nova Farms will use best practices to reduce any potential water runoff from the cannabis farming operations. Our goal is to eliminate any excess nitrogen and phosphorus from being washed from the fields into waterways during rain events and snow melts. The water runoff plan will include determining the best location for the planting fields, efficiently irrigating the fields, reducing impervious surfaces, ensuring year-round groundcover, maintaining vegetated areas and using silt fences and straw bales.

### 1. LOCATING PLANTING FIELDS

Nova Farms purchased property located at 136 Kellogg Road in the town of Sheffield on April 5, 2019. The property has been an operating farm for at least the past century and, most likely, long before that. There is an existing farmhouse and 2 barns on the northern end of the property abutting Kellogg Road.

The property is boarded on the east, west and south by farmland. The Housatonic River runs through the west side of the property. The land is mostly flat with a gentle slope running east to west towards the river.

The farmhouse and barns are on approximately 3 acres of land. They are adjacent to existing fields approximately 5 acres in size. These fields are located on the eastern side of the property.



There is a row of trees between these fields and the fields of the farm to the east. These fields are surrounded by forest to the south and west. The property includes approximately 60 acres of forest containing large mature trees.

There is another planted field approximately 14 acres in size located on the western edge of the property along the Housatonic River. These fields contain the best farming soil on the property and recently were used for growing corn.

Nova Farms has located the planting fields in the existing field at the eastern side of the property. Minimal clearing was required as the fields were previously used for growing organic hay. The fields are located over 750 feet from the Housatonic River with a minimum of 500 feet of forested area between the fields and the river. The location eliminates any potential impacts on water run off to the river.

## 2. EFFICIENTLY IRRIGATING FIELDS

Nova Farms will rely on natural rainwater as the main source of irrigation for the cannabis crops. Most of the rainwater will be absorbed into the soil and used by the cannabis plants. Other methods of irrigation will only be used during drought conditions.

We will be using the existing well on the property for the supplemental irrigation needs. Drip line irrigation will be installed in the fields. This method of irrigation saves water by allowing water to drip slowly into the root surface of the cannabis plants. Drip line irrigation is much more efficient than overhead spraying which often wastes large quantities of water. More of the water is used by the cannabis plant, and there is less runoff, using drip line irrigation. Nova Farms installed water meters to calculate water usage and maintains that information.

## 3. REDUCING IMPERVIOUS SURFACES

Nova Farms will be using an existing planted field to grow cannabis. The field will be accessed using existing dirt roads. We will not be paving any of the access roads on the property. We will maintain the existing access roads to prevent ruts and gullies that could create sheet erosion contributing to sedimentation of nearby waterways.

## 4. ENSURING YEAR-ROUND GROUND COVER

The cannabis will be planted in mid-June and harvested at the beginning of October. The cannabis plants will reduce any runoff and erosion prior to their harvest. After their harvest we will plant groundcover such as clover in the fields. This will prevent periods of bare ground which is when the soil is most susceptible to erosion and loss into waterways.

## 5. MAINTAINING VEGETATED AREAS

The areas immediately surrounding the cannabis planting fields are grassed. Beyond the grassed areas are large, wooded forest. These areas will be maintained in their present state. These large, planted buffers will prevent nutrient loss from the fields by absorbing or filtering out nutrients before reaching any waterways.



## 6. INSTALLING SILT FENCES AND STRAW BALES

Nova Farms has installed silt fences and straw bales along the westerly side of the planting fields. This area is downgrade from the planting fields and in between the fields and the river. The silt fences and straw bales will be inspected on a monthly basis to ensure they have not been washed out and are still effective. The silt fences and straw bales will reduce the impact of any potential sedimentation from the growing fields entering the river.

## IPM STATERGY

The Integrated Pest Management is perhaps one of the most important processes in the success of Nova Farms grow. Our plants depend on careful monitoring and management of all sorts of environmental challenges that could make our plants very unhappy. Releasing “good bugs” into the field is a way to manage those uninvited and damaging pests. Release the bugs! The Cultivation Agent and the Farm Workers will:

- Take a sachet of predatory insects and place the sachet at the base of each plant.
- Watch as those eggs mature and search out the plant for other not so good stuff that may be on your plant but is food for the predatory insects.
- Supplement the IPM with spraying of 25-B products.

## FARM CONSERVATION

Nova Farms not only cultivates cannabis on the Sheffield farm but also grows different varieties of vegetables. Animals and livestock are also raised on the farm. Chickens supply eggs for the employees working on the farm.

Nova Farms maintains bee colonies with over one million bees. Bee colonies are in decline around the world due to habitat loss and abandoned farms. Bees are essential for the survival of the human race. They also provide honey which is harvested by Nova Farms and used to make one of their signature products, Marijuana Infused Honey Stixs. Nova Farms has a goal of increasing the size of their bee colonies to over ten million by the end of 2021.