Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281683

Original Issued Date: 03/12/2020

Issued Date: 02/11/2021

Expiration Date: 03/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: RC Cultivation LLC

Phone Number: 203-639-5153 **Email Address:** sam@red-cardinal.net

Business Address 1: 30 Pullman Street **Business Address 2:**

Business City: Worcester **Business State:** MA **Business Zip Code:** 01606

Mailing Address 1: 200 Pratt Street **Mailing Address 2:**

Mailing City: Meriden **Mailing State:** CT **Mailing Zip Code:** 06450

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: **Percentage Of Control:**

Role: Other (specify) **Other Role:** Capital Contributor

First Name: Salvatore (Sam) **Last Name:** Carabetta **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

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Red Cardinal MA, LLC **Entity DBA:** **DBA City:**

Entity Description: Sole owner and Managing Member of RC Cultivation LLC

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: Red Cardinal MA, LLC wholly owns and is the managing member of RC Cultivation LLC. Red Cardinal MA, LLC is wholly owned by Red Cardinal LLC. Salvatore (Sam) R. Carabetta is the 99% owner and managing member of Red Cardinal LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: **Percentage of Ownership:**

Entity Legal Name: Red Cardinal LLC **Entity DBA:** **DBA City:**

Entity Description: Parent company owning all membership interest/units of Red Cardinal MA LLC

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: Red Cardinal MA, LLC wholly owns and is the managing member of RC Cultivation LLC. Red Cardinal MA, LLC is wholly owned by Red Cardinal LLC. Salvatore (Sam) R. Carabetta is the 99% owner and managing member of Red Cardinal LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Salvatore (Sam) **Last Name:** Carabetta **Suffix:**

Types of Capital: Debt **Other Type of Capital:** **Total Value of the Capital Provided:** $4500000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Salvatore (Sam) **Last Name:** Carabetta **Suffix:**

Marijuana Establishment Name: RC Retail Amherst LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Amherst **Marijuana Establishment State:** MA

Individual 2

First Name: Salvatore (Sam) **Last Name:** Carabetta **Suffix:**

Marijuana Establishment Name: RC Retail Princeton LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Princeton **Marijuana Establishment State:** MA

Individual 3

First Name: Salvatore (Sam) **Last Name:** Carabetta **Suffix:**

Marijuana Establishment Name: RC Retail Westfield LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Westfield **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 30 Pullman Street

Establishment Address 2:

Establishment City: Worcester **Establishment Zip Code:** 01606

Approximate square footage of the Establishment: 125000 **How many abutters does this property have?:** 15

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

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	RC Cultivation_HCA Certification Form.pdf	pdf	5cb0a32be2695d45078d5d96	04/12/2019
Community Outreach Meeting Documentation	RC Cultivation_Community Outreach Documentation.pdf	pdf	5dc357a574bb15534cd4aedf	11/06/2019
Plan to Remain Compliant with Local Zoning	RC Cultivation Plan to Remain Compliant with Local Zoning .pdf	pdf	5dc43fb07aad8653363bb97f	11/07/2019

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.: $1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date

Other	RC Cultivation_Confirmation Letter from Girl Inc..pdf	pdf	5cd1c49c746cd40f5f7057c6	05/07/2019
Plan for Positive Impact	RC Cultivation_ Positive Impact Plan.pdf	pdf	5dc46667170b4c5353e38df4	11/07/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Salvatore (Sam) **Last Name:** Carabetta **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) **Other Role:** Owner and Managing Member

Entity Legal Name: Red Cardinal MA, LLC **Entity DBA:**

Entity Description: Sole owner and Managing Member of RC Cultivation LLC

Phone: 203-639-5153 **Email:** sam@red-cardinal.net

Primary Business Address 1: 30 Pullman Street **Primary Business Address 2:**

Primary Business City: Worcester **Primary Business State:** MA **Principal Business Zip Code:** 01606

Additional Information: Red Cardinal MA LLC wholly owns and is the managing member of RC Cultivation LLC. Red Cardinal MA LLC is wholly owned by Red Cardinal LLC. Salvatore (Sam) R. Carabetta is the 99% owner and managing member of Red Cardinal LLC.

Entity Background Check Information 2

Role: Parent Company **Other Role:**

Entity Legal Name: Red Cardinal LLC **Entity DBA:**

Entity Description: Parent company owning all membership interest/units of Red Cardinal MA LLC

Phone: 203-639-5153 **Email:** sam@red-cardinal.net

Primary Business Address 1: 200 Pratt Street **Primary Business Address 2:**

Primary Business City: Meriden **Primary Business State:** CT **Principal Business Zip Code:** 01606

Additional Information: Red Cardinal MA LLC wholly owns and is the managing member of RC Cultivation LLC. Red Cardinal MA LLC is wholly owned by Red Cardinal LLC. Salvatore (Sam) R. Carabetta is the 99% owner and managing member of Red Cardinal LLC.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	RC Cultivation_Articles of Organization.pdf	pdf	5b802fab0d95792d85f42e0f	08/24/2018
Bylaws	RC Cultivation Operating Agreement.pdf	pdf	5b8034688d67cc394b81bcd5	08/24/2018

Secretary of Commonwealth - Certificate of Good Standing	RC Retail- SoC Cert of Good Standing 3.26.19.pdf	pdf	5cb4b5a09b1a9b44dfe4cbce	04/15/2019
Department of Revenue - Certificate of Good standing	RC Cultivation LLC Certificate of Good Standing DoR.pdf	pdf	5cba209abf7c9d44e91066f5	04/19/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	RC Cultivation DUA - Cert of Compliance 12.16.2020.pdf	pdf	5fda9a8987f4c7077b612670	12/16/2020
Department of Revenue - Certificate of Good standing	RC Cultivation LLC Certificate of Good Standing 12.21.2020.pdf	pdf	5fe0fd21b11eae07c3c56695	12/21/2020
Secretary of Commonwealth - Certificate of Good Standing	RC Cultivation - Sec of Commonwealth COGS.jpeg	jpeg	5fe207c69597d30802d2a7b1	12/22/2020

Massachusetts Business Identification Number: 001340731

Doing-Business-As Name: Red Cardinal

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	RC Cultivation Business Plan.pdf	pdf	5cc34332e2695d45078d7ac2	04/26/2019
Proposed Timeline	RC Cultivation - Timeline.pdf	pdf	5fd7a4ce63caf5075a67f22a	12/14/2020
Plan for Liability Insurance	RC Cultivation_Plan for Obtaining Liability Insurance.pdf	pdf	5fda279215105a0779713f7b	12/16/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	RC Cultivation_Policies and Procedures for Cultivating.pdf	pdf	5fda148cf867b207bbf11da4	12/16/2020
Restricting Access to age 21 and older	RC Cultivation_Plan for Restricting Access to 21.pdf	pdf	5fda149115105a0779713f25	12/16/2020
Security plan	RC Cultivation_Security Plan.pdf	pdf	5fda14955ea0dd074817cbf4	12/16/2020
Prevention of diversion	RC Cultivation_Prevention of Diversion.pdf	pdf	5fda149eaa3b3307861d2e94	12/16/2020
Storage of marijuana	RC Cultivation_Storage Policy.pdf	pdf	5fda14a3c3fca007695aac16	12/16/2020
Transportation of marijuana	RC Cultivation_Transportation of Marijuana.pdf	pdf	5fda14a9fda1250795585e8d	12/16/2020
Inventory procedures	RC Cultivation_Inventory Procedures.pdf	pdf	5fda14aedd0ccd07744905bb	12/16/2020
Quality control and testing	RC Cultivation_Quality Control and Testing.pdf	pdf	5fda14b591587f0787190b83	12/16/2020
Personnel policies including background checks	RC Cultivation_Personnel Policies Including Background Checks.pdf	pdf	5fda14bcd8789e0780e42fb2	12/16/2020

Record Keeping procedures	RC Cultivation_Recordkeeping Procedures.pdf	pdf	5fda14c34a175107ac954983	12/16/2020
Maintaining of financial records	RC Cultivation_Maintaining Financial Records.pdf	pdf	5fda14c8925f52079a1f494e	12/16/2020
Qualifications and training	RC Cultivation_Qualifications and Training.pdf	pdf	5fda14dc15105a0779713f2b	12/16/2020
Energy Compliance Plan	RC Cultivation_Energy Compliance Plan.pdf	pdf	5fda237a418c5607a11db931	12/16/2020
Diversity plan	RC Cultivation - Diversity Plan.pdf	pdf	5fda9a24d8789e0780e43234	12/16/2020

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

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Program: RC Cultivation will host one (1) or more job fairs in the City of Worcester at least 60 days before RC Cultivation receives its first Commence Operations designation from the Commission to operate a marijuana establishment in an effort to hire Worcester residents from Commission-designated census tracts. Worcester residency from within a Commission-designated census tract will be a positive factor in hiring decisions. Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions will be a positive factor in RC Cultivation's hiring decisions.

Progress: Although RC Cultivation has not yet begun the hiring process for its proposed marijuana establishment in Worcester, it has taken proactive steps to inform the immediate community about potential careers in the cannabis industry that will be available at its facility. On December 8, 2020, RC Cultivation held a virtual informational seminar. Flyers advertising the seminar were distributed to the City of Worcester, Worcester Community Action Council, Friendly House, and the Interface Hospitality Network of Greater Worcester, which are all organizations that service populations identified by the Commission as areas of disproportionate impact. Additionally, over 1,000 flyers were distributed in the Thanksgiving food bags provided by the South Worcester Neighborhood Center. Copies of the flyer and correspondence related thereto are included within this submittal. A link to the presentation was also made available in the flyer so individuals who were not able to attend could review the materials and contact the company with questions.

As a result of its efforts, five individuals attended the seminar. An additional referral was received from a service provider. A copy of the presentation is attached.

Progress or Success Goal 2

Description of Progress or Success: Program: RC Cultivation will establish a company-sponsored community service program benefiting Girls Inc. RC Cultivation will dedicate a minimum of fifty (50) hours per year of volunteer time to Girls Inc. and will work with Girls Inc. to determine the best programs to use such volunteer time as discussed further below.

RC Cultivation will source and engage with professionals with expertise in the prevention of substance abuse to support Girls Inc.'s existing prevention programs. RC Cultivation will work with the administrators at Girls Inc. to tailor this educational prevention program to meet the specific needs of the girls and young women regularly served by the organization. RC Cultivation will also devote resources, including volunteer time and monetary donations, to help support the other life-skill instructional programs provided by Girls Inc., as well as the three summer camp programs operated by Girls Inc. RC will devote resources, including volunteer time and monetary donations, to assist the trained mentors at Girls Inc. who provide guidance and set examples through age-appropriate, holistic, and experientially-based programming to prepare girls and young women for adulthood. These programs not only have a positive impact on the girls themselves, but also beneficially impact their families and the community as a whole, and include life-skills instruction in the following areas:

• Violence prevention
• Nutrition and fitness
• Literacy
• Economic empowerment
• Financial independence

Progress: Although RC Cultivation has not yet commenced hiring employees, executive staff have spent well over 50 hours coordinating the specifics of such a program with the staff at Girls Inc. to ensure its efforts meet the needs of the organization. As a result, RC Cultivation has developed a volunteer curriculum that will conduct the following service programs:

•Staff will have the opportunity to create age-appropriate, pre-recorded and live virtual content regarding substance-abuse prevention. Content will be integrated into ongoing Girls Inc. programs such as Friendly PEERsuasion and Girls Promoting Safety for girls ages 11-16.
•Staff will be able to support Girls Inc.'s girls directly by conducting virtual drives for needed supplies and goods (books, coats, school items, etc.) and or creating activity kits for girls engaging remotely to do at home.
• Staff will have the opportunity (if allowed by local and CDC safety guidelines) to do volunteer clean-up events at Girls Inc.'s camp location.

Please see the attached letter documenting this collaboration from Girls Inc.

Progress or Success Goal 3

Description of Progress or Success: Program: RC Cultivation will also contribute a minimum of $5,000.00 annually to Girls Inc.

Progress: Please see the attached check copy demonstrating a contribution of $5,000.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Program:
1. Hiring and Recruitment Program:
a. Work force diversity initiatives which include the distribution of interoffice
newsletters to employees to encourage the recruitment of members of diverse populations and the posting of employment opportunities in career center(s) serving diverse populations; and
b. Placement of ads in diverse publications to encourage job opportunities and career advancement.

2. RC Cultivation/St. Bernard's Church of Our Lady of Providence ParishPartnership Program:
a. Hosting at least two (2) job fairs per year at St. Bernard's to recruit qualified minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations who are served by St. Bernard's; and
b. Hosting at least two (2) training and informational sessions at St. Bernard's for individuals falling into the above-listed demographics on employment opportunities at RC Cultivation and the marijuana industry as a whole.

Progress:
At this time, St. Bernard's has informed RC Cultivation that it no longer wishes to participate in a partnership with the company.

Although RC Cultivation has not yet begun the hiring process for its proposed marijuana establishment in Worcester, it has taken proactive steps to inform the immediate community about potential careers in the cannabis industry that will be available at its facility. On December 8, 2020, RC Cultivation held a virtual informational seminar. Flyers advertising the seminar were distributed to the City of Worcester, Worcester Community Action Council, Friendly House, and the Interface Hospitality Network of Greater Worcester, which are all organizations that service populations identified by the Commission as areas of disproportionate impact. Additionally, over 1,000 flyers were distributed in the Thanksgiving food bags provided by the South Worcester Neighborhood Center. Copies of the flyer and correspondence related thereto are included within this submittal. A link to the presentation was also made available in the flyer so individuals who were not able to attend could review the materials and contact the company with questions.

As a result of its efforts, five individuals attended the seminar. An additional referral was received from a service provider. A copy of the presentation is attached.

Diversity Progress or Success 2

Description of Progress or Success: Program: RC Cultivation will make a monetary donation in the amount of no less than $5,000.00 annually to St. Bernard's to provide additional funding to support programs and improve facilities which serve minority youth and adults.

Progress: Please see the attached check copy demonstrating a contribution of $5,000.

HOURS OF OPERATION

Monday From: 8:00 AM	**Monday To:** 11:00 PM
Tuesday From: 8:00 AM	**Tuesday To:** 11:00 PM
Wednesday From: 8:00 AM	**Wednesday To:** 11:00 PM
Thursday From: 8:00 AM	**Thursday To:** 11:00 PM
Friday From: 8:00 AM	**Friday To:** 11:00 PM
Saturday From: 8:00 AM	**Saturday To:** 11:00 PM
Sunday From: 10:00 AM	**Sunday To:** 11:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Salvatore R. Carabetta, (*insert name*) certify as an authorized representative of RC Cultivation LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Worcester (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 26, 2019 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Edward M. Augustus, Jr., (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority fo the city of Worcester (*insert name of host community*) to certify that the applicant and the city of Worcester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 26, 2019 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Edward M. Augustus, Jr.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Salvatore Carabetta, (*insert name*) attest as an authorized representative of RC Cultivation, 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 June 3, 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 May 22, 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 May 21, 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 May 20, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A

LEGAL NOTICES

CITY OF WORCESTER

PURCHASING DIRECTOR

Sealed bids for items listed will be received on dates specified below in the Purchasing Division, Room 201, City Hall, 455 Main Street until 10:00 A.M. and at that time publicly opened and read. Bid forms may be obtained at Room 201 on dates shown below or by download from website www.worcesterma.gov. The City reserves the right to reject any and all bids. The City of Worcester is an Equal Opportunity/Affirmative Action Employer and has established goals for business participation of minorities and women.
CITY OF WORCESTER, by Christopher J. Gagliastro, Purchasing Director

Bid No.	Bid Forms available on	Description	Bid Opening Date
7179-K9	5/22/2019	Generator Rental - Claremont - WPS	6/05/2019
CR-7178-K9	5/22/2019	Misc. Parks Construction - DPW & Parks	6/05/2019
CR-7180-W9	5/22/2019	Diesel Fuels - City	6/05/2019
7183-K9	5/22/2019	DCU Center Ice Rink Dasher Modifications - EAM	6/07/2019
7163-W9	5/22/2019	Call for Artists - Wayfinding Signage - E.D. - DPW & Parks	6/28/2019
7176-W9	5/22/2019	Call for Artists - Main Street Amenities - E.D. - DPW & Parks	6/28/2019

May 22, 2019

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT

Ironstone Express Inc.
454 Quaker Highway
Uxbridge, MA 01569

Notice is hereby given that the Ironstone Express Inc. of Uxbridge MA 01569 will conduct a Community Outreach Meeting on the following matter on June 5th 2019 at the Uxbridge Fire Department, 25 South Main Street, at 5:00 P.M:

Ironstone Express Inc. intends to apply for one or more of the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; Marijuana Retailer or Marijuana Transporter, to be located at 454 Quaker Highway, Uxbridge, Massachusetts, pursuant to M.G.L. Ch. 94G, and Chapter 55 of the Acts of 2017, and any other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing shall include, but not be limited to:

1. The type(s) of Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the proposed Marijuana Establishment location will be maintained securely;
3. A plan by the Marijuana Establishment to positively impact the community; and
4. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Ironstone Express Inc.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, all located at the Uxbridge Town Hall, 21 South Main Street, Uxbridge, MA, 01569 and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the pro petty 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.

May 22, 2019

SHREWSBURY PLANNING BOARD
SHREWSBURY, MASSACHUSETTS

The Shrewsbury Planning Board will hold a public hearing on Thursday evening, **June 6, 2019 at 7:00 P.M**, in the Selectmen's Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, to hear the application of Lake 20, LLC, 1 Golden Court, Westborough, MA 01581 as required by the Town of Shrewsbury Zoning Bylaw, Section VII, Subsection F-3 for Site Plan Approval by the Planning Board to allow for the construction of office, showroom and garage buildings with gross floor areas exceeding ten thousand square feet and associated drainage and infrastructure. The proposed development is shown on plans entitled, "Site Development Plan for 360 Hartford Turnpike," dated May 13, 2019 , consisting of ten (10) sheets, prepared by prepared by J.M. Grenier Associates Inc., 787 Hartford Turnpike, Shrewsbury, MA 01545; stamped by John Grenier, P.E. The subject property is located southerly of Hartford Turnpike and easterly of Memorial Drive and consists of Shrewsbury Assessor's Tax Plate 53, Plot 041004.

A copy of the plans may be seen in the office of the Planning and Economic Development Department, in the Municipal Office Building.

SHREWSBURY PLANNING BOARD
Kathleen M. Keohane, Clerk
May 22, 29, 2019

SHREWSBURY PLANNING BOARD
SHREWSBURY, MASSACHUSETTS

LEGAL NOTICE

The Shrewsbury Planning Board will hold a public hearing on Thursday evening, **June 6, 2019 at 7:00 P.M**, in the Selectmen's Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, to hear the application of Milton Real Properties of Massachusetts, LLC, 100 Quarry Drive, Milford, MA 010757 as required by the Town of Shrewsbury Zoning Bylaw, Section VII, Subsection F-3 for Site Plan Modification by the Planning Board to allow for the construction of an open air detention basin and associated infrastructure. The proposed development is shown on plans entitled, "Site Plan of Land at Fortune Boulevard," dated January 30, 2019 and revised through May 8, 2019, prepared by Thompson-Liston Associates, Inc., 51 Main Street, P.O. Box 570, Boylston, MA 01505, stamped by Robert Nunnemacher, P.L.S., and James L. Tetreault, P.E., in thirteen (13) sheets; upon property located southeasterly of Fortune Boulevard and northerly of Green Street. The subject premise consists of Shrewsbury Assessor's Tax Plate 55, Plot 006000.

A copy of the plans may be seen in the office of the Planning and Economic Development Department, in the Municipal Office Building.

SHREWSBURY PLANNING BOARD
Kathleen M. Keohane, Clerk
May 22 and May 29, 2019

Notice of Public Hearing
Charlton Planning Board

In accordance with Sections 200-7.1 and 200-7.2 of the Charlton Zoning By-Law, the Charlton Planning Board will hold a public hearing on Wednesday, June 5, 2019 at 7:15 p.m. in the Planning Board Office in the George C. McKinstry Building, 37 Main Street, Charlton, Mass. on the application of Charlton Realty Company, LLC, P.O. Box 33 Sturbridge, MA 01566 for site plan approval to operate a trucking center and repair garage on property that was formerly used as a concrete mixing plant. The site is located at 299 Sturbridge Road (Route 20) and is owned by Craig Moran, P.O. Box 33 Sturbridge, MA 01566. The parcel subject to the application contains approximately 3.67 acres and is listed as Assessors' Map 31, Block D, Lot 2. Said property is zoned Industrial-General (IG).

Copies of the site plan application are available for inspection at the Planning Board Office and the Town Clerk's Office during regular business hours. Any person interested or wishing to be heard should appear at the time and place designated.

Patricia Rydlak, Chairman
Charlton Planning Board
May 22 and 29, 2019

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA CULTIVATION ESTABLISHMENT AND A MARIJUANA MANUFACTURING ESTABLISHMENT PROPOSED BY RC CULTIVATION, LLC
TO BE LOCATED AT 30 PULLMAN STREET, WORCESTER, MA

Notice is hereby given that a Community Outreach Meeting for RC Cultivation, LLC regarding a proposed Marijuana Cultivation Establishment and Marijuana Manufacturing Establishment is scheduled for Monday, June 3, 2019 at 5:30 PM to be held in the Peter L. Picknelly Boardroom at the Hilton Garden Inn Worcester, 35 Major Taylor Boulevard, Worcester, MA 01608. The proposed Marijuana Cultivation and Manufacturing Establishments are anticipated to be located at 30 Pullman Street, Worcester, MA 01606. There will be an opportunity for the public to ask questions. Members of the Worcester Community will be encouraged to ask questions and to engage in discussions with representatives of RC Cultivation, LLC.

Information to be presented at the Community Outreach Meeting will include, but not be limited to:

- The types of Marijuana Establishments to be located at the proposed address;
- Information adequate to demonstrate that the location will not constitute a nuisance to the community;
- Steps to be taken by the Marijuana Establishments to prevent diversion to minors; and
- A plan for how the Marijuana Establishments will positively impact the community.

A copy of this Notice is on file with the office of the Worcester City Clerk, Worcester City Hall, Room 206, 455 Main Street, Worcester, MA 01608. Additionally, a copy of this Notice was mailed at least seven (7) calendar days prior to the Community Outreach Meeting to abutters of the proposed address of RC Cultivation, LLC, to abutters within three hundred (300) feet of the proposed address, and to the owners of land directly opposite the proposed addresses on any public or private street or way, all as they appear on the most recent tax list, notwithstanding that the land of any such owner is located in another city or town.

RC Cultivation, LLC
May 21, 2019

TOWN OF SHREWSBURY
RICHARD D. CARNEY MUNICIPAL OFFICE BUILDING
SHREWSBURY, MASSACHUSETTS 01545-5398

PUBLIC FACILITIES DEPARTMENT INVITATION TO BID

Sealed bids are requested by the Town Manager for Upgrading Shrewsbury High School Building Automation System, located at 64 Holden Street, Shrewsbury, MA 01545.
Specifications may be obtained at the Public Facilities Department, 100 Maple Avenue, 2nd floor, Shrewsbury, MA 01545 during normal business hours.

Bids shall be sealed and appropriately marked "UPGRADING SHREWSBURY HIGH SCHOOL BUILDING AUTOMATION SYSTEM", will be received in the Office of the Town Manager, 100 Maple Avenue, Shrewsbury, MA. 01545, until 11:00 a.m., on Thursday, June 6, 2019 at which time and place they will be publicly opened and read aloud.

Attention is called to minimum wage rates to be paid on the work as determined by the Department of Labor Standards under the provisions of the Massachusetts General Laws, Chapter 149 Section 26 to 27H inclusive.

No bidder may withdraw his bid within (30) days after the date designated above for the filing of bids. The Town reserves the right to reject any and all bids, wholly or in part, and to accept any bid or part thereof deemed by it to be in the best interest of the Town.

TOWN OF SHREWSBURY
Kevin Mizikar
Town Manager

LEGAL NOTICES

COMMONWEALTH OF MASSACHUSETTS
SALE OF REAL ESTATE
UNDER M.G.L. c. 183A:6

By virtue of a Judgment and Order of the Worcester District Court (Civil Action No. 1862 CV 267), in favor of the Trustees of the Bruce Hollow Condominium II Trust against Phillip A. Morte, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 71 of the Bruce Hollow Condominium II with a street address of 71 Londonderry Road, Grafton, Worcester County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 11:00 a.m. on June 6, 2019 at 71 Londonderry Road, Unit 71, Grafton, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

Unit 71 (the "Unit") in Building 3 (the "Building") in the phase II of Bruce Hollow Condominium II (the "Condominium") created pursuant to a Master Deed (the "Master Deed") dated August 13, 1986, recorded with the Worcester District Registry of Deeds in Book 9691, Page 261, as amended.

The mailing address of said Unit is 71 Londonderry Road, Grafton, MA.

Said Unit No. 71 contains 1849 square feet, more or less, as shown on the floor plans and site plans filed with the Master Deed, and on the copy of the portion of said plans attached to which is affixed a verified statement in the form required by Massachusetts General Laws, Chapter 183A, Section 9.

Said Unit is conveyed together with:

a. An undivided interest of 1.03332 percent in the common areas and facilities. In the event that, and at such time as a subsequent Phase or Phases are added to the Condominium by amendment of the Master Deed, the undivided interest of the Unit in the common areas and facilities shall be and become that specified in any amendment to the Master Deed.

b. The benefit of, and subject to, all easements, rights, restrictions, agreements and provisions created in said Master Deed, the Declaration of Trust creating the Bruce Hollow Condominium II Trust and the By-Laws contained therein, as the same may be amended of record, the Rules and Regulations from time to time promulgated thereunder, and floor plans.

This conveyance is also subject to and with the benefit of the provisions of Massachusetts General Laws, Chapter 183A as now in force and as from time to time amended; and subject to real estate taxes not yet due and payable as of the date hereof.

The Unit is intended for residential purposes only by one family and not by more than three unrelated persons.

For title, see Deed to Phillip A. Morte dated November 5, 2013 and recorded with the Worcester County Registry of Deeds in Book 51728, Page 1.

In the event of a typographical error or omission contained in this publication, the description of the premises contained in said Unit Deed shall control.

TERMS OF SALE:

1. A non-refundable deposit payable in cash, certified or bank check in the amount of $5,000.00 for the unit shall be payable at the Auction.

2. The balance of the purchase price is to be paid within thirty (30) days of the auction.

3. An Auctioneer's Release Deed will be issued to the purchaser, upon payment of the balance of the purchase price, within thirty (30) days of the auction. The Deed shall convey the premises subject to, and with the benefit of, all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record senior to the lien hereby being satisfied, whether or not reference to such restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens or encumbrances is made in the deed.

4. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and occupants, if any.

5. No representation is or shall be made as to any amount of taxes due and outstanding.

6. The successful bidder shall pay the future condominium common charges commencing with the date of the auction.

7. No representation is or shall be made as to any other mortgages, liens, or encumbrances of record.

8. No representation is or shall be made as to the condition of the Premises or the Condominium. The Premises shall be sold "as is."

9. Other items, if any, shall be announced at the sale.

10. The sale is subject to and in accordance with the Judgment and Order, a copy of which may be obtained from the seller's counsel, Attorney William F. Thompson, Marcus, Errico, Emmer & Brooks, P.C., 45 Braintree Hill Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

BRUCE HOLLOW CONDOMINIUM II TRUST,
By its Board of Trustees
May 15, 22, 29, 2019

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 108 Burncoat Street, Worcester, Massachusetts

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Beverly J. Heath to Financial Freedom Senior Funding Corporation and now held by Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, said mortgage dated September 26, 2007, and recorded in the Worcester County (Worcester District) Registry of Deeds, in Book 41887 at Page 246, as affected by an Assignment of Mortgage dated September 25, 2009, and recorded with said Deeds in Book 44930 at Page 337, as affected by an Assignment of Mortgage dated October 4, 2018, and recorded with said Deeds in Book 59546 at Page 167, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on June 5, 2019, at 11:00 AM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

The land in said Worcester, together with the buildings thereon, bounded and described as follows: situated on the southerly side of Clearview Avenue.

BEGINNING at the northeasterly corner thereof, at

MARKETPLACE
Place an ad at www.anytimeads.com
• Services from $50.00
• Merchandise from $9.97

DE

Child's nighttim

By Annie Lane

Dear Annie. I have a 6-year-old daughter who won t go to sleep on her own. She has an innate fear of staying alone in her room. We have tried every way we can think to motivate her to feel comfortable. We reassure her that she's safe, that we're in the room next door, that every night she sleeps safely, that we preform monster checks. My daughter was a good sleeper until a few months ago, when she started to develop nighttime anxiety. Now she forces one of us to sleep in bed with her.

My other two children are great sleepers. They will close the door and go right to sleep through the night after family reading. Both children have been

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SUDOKU

Conceptis Sudoku By Dave Green

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Difficulty Level ★★★ 5/22

©2019 Conceptis Puzzles, Dist. by King Features Syndicate, Inc.

Sudoku is a number-placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once. The difficulty level of the puzzle increases from Monday to Sunday.

Answers for Sudoku & KenKen appear on B7

BRIDGE

Our themed deals this week all feature tackling suits where we are missing both the queen and the jack. Often the subsidiary cards influence our line of attack, and today's deal is no exception.

Bringing home three no-trump after the lead of an interior club won't be easy; we need to overcome not one but two hurdles. The first essential move is to duck the initial club lead. There is no

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Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA CULTIVATION ESTABLISHMENT AND A MARIJUANA MANUFACTURING ESTABLISHMENT PROPOSED BY RC CULTIVATION, LLC TO BE LOCATED AT 30 PULLMAN STREET, WORCESTER, MA

Notice is hereby given that a Community Outreach Meeting for RC Cultivation, LLC regarding a proposed Marijuana Cultivation Establishment and Marijuana Manufacturing Establishment is scheduled for **Monday, June 3, 2019 at 5:30 PM** to be held in the Peter L. Picknelly Boardroom at the Hilton Garden Inn Worcester, 35 Major Taylor Boulevard, Worcester, MA 01608. The proposed Marijuana Cultivation Establishment and Marijuana Manufacturing Establishment are anticipated to be located at **30 Pullman Street, Worcester, 01605**. There will be an opportunity for the public to ask questions. Members of the Worcester Community will be encouraged to ask questions and to engage in discussions with representatives of RC Cultivation, LLC.

Information to be presented at the Community Outreach Meeting will include, but not be limited to:

- The type of Marijuana Establishment to be located at the proposed address;
- Information adequate to demonstrate that the location will not constitute a nuisance to the community;
- Steps to be taken by the Marijuana Establishment to prevent diversion to minors; and
- A plan for how the Marijuana Establishment will positively impact the community.

A copy of this Notice is on file with the office of the Worcester City Clerk, Worcester City Hall, Room 206, 455 Main Street, Worcester, MA 01608. Additionally, a copy of this Notice was mailed at least seven (7) calendar days prior to the Community Outreach Meeting to abutters of the proposed address of RC Cultivation, LLC, to abutters within three hundred (300) feet of the proposed address, and to the owners of land directly opposite the proposed addresses on any public or private street or way, all as they appear on the most recent tax list, notwithstanding that the land of any such owner is located in another city or town.

Attachment B

ACKNOWLEDGEMENT OF RECEIPT AND FILING

I confirm receipt of the **NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA CULTIVATION ESTABLISHMENT AND A MARIJUANA MANUFACTURING ESTABLISHMENT PROPOSED BY RC CULTIVATION, LLC TO BE LOCATED AT 30 PULLMAN STREET, WORCESTER, MA** for filing on behalf of the City of Worcester Department of Planning & Regulatory Services on this _____ day of May 2019.

Name: Stephen AJ Pappe

Position/Title: Asst. City Clerk

Date: 5/21/19

Attachment B

ACKNOWLEDGEMENT OF RECEIPT AND FILING

I confirm receipt of the **NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA CULTIVATION ESTABLISHMENT AND A MARIJUANA MANUFACTURING ESTABLISHMENT PROPOSED BY RC CULTIVATION, LLC TO BE LOCATED AT 30 PULLMAN STREET, WORCESTER, MA** for filing on behalf of the City of Worcester City Manager's Office on this _____ day of May 2019.

Name: Josh Martunas

Position/Title: CM Office

Date: 5/21/19

Attachment B

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Name: Ariel Lim

Position/Title: Staff Assistant

Date: 5-21-19

CITY OF WORCESTER
Received
MAY 21 2019
PLANNING & REGULATORY

Attachment B

ACKNOWLEDGEMENT OF RECEIPT AND FILING

I confirm receipt of the **NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA CULTIVATION ESTABLISHMENT AND A MARIJUANA MANUFACTURING ESTABLISHMENT PROPOSED BY RC CULTIVATION, LLC TO BE LOCATED AT 30 PULLMAN STREET, WORCESTER, MA** for filing on behalf of the Worcester Planning Board on this 21st day of May 2019.

Name: Ariel Lim

Position/Title: Staff Assistant

Date: 5-21-19



ATTACHMENT C

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA CULTIVATION ESTABLISHMENT AND A MARIJUANA MANUFACTURING ESTABLISHMENT PROPOSED BY RC CULTIVATION, LLC TO BE LOCATED AT 30 PULLMAN STREET, WORCESTER, MA

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- Steps to be taken by the Marijuana Establishment to prevent diversion to minors; and
- A plan for how the Marijuana Establishment will positively impact the community.

A copy of this Notice is on file with the office of the Worcester City Clerk, Worcester City Hall, Room 206, 455 Main Street, Worcester, MA 01608. Additionally, a copy of this Notice was mailed at least seven (7) calendar days prior to the Community Outreach Meeting to abutters of the proposed address of RC Cultivation, LLC, to abutters within three hundred (300) feet of the proposed address, and to the owners of land directly opposite the proposed addresses on any public or private street or way, all as they appear on the most recent tax list, notwithstanding that the land of any such owner is located in another city or town.

ATTACHMENT C

Fletcher Tilton PC
Attorneys at law

Certified Article Number
9414 7266 9904 2100 1194 10
SENDER'S RECORD

May 20, 2019

Via Certified Mail Return Receipt Requested and First-Class Mail

[redacted]

Re: Notice of Community Outreach Meeting Regarding a Marijuana Cultivation Establishment and a Marijuana Manufacturing Establishment Proposed by RC Cultivation, LLC to be Located at 30 Pullman Street, Worcester, MA

Dear Sir or Madam:

In accordance with 903 CMR 500.101, and as an abutter to the property located at 30 Pullman Street, Worcester, Massachusetts, enclosed please find two (2) copies of Notice of Community Outreach Meeting Regarding a Marijuana Cultivation Establishment and a Marijuana Manufacturing Establishment Proposed by RC Cultivation, LLC to be Located at 30 Pullman Street, Worcester, MA.

One copy is for you to keep. Kindly sign and date the other copy of the Notice, along with the enclosed Acknowledgement of Receipt, and return them in the self-addressed, stamped envelope.

Thank you in advance for your assistance with this matter.

Very truly yours,

Nisha A. Koshy, Esq.
Fletcher Tilton PC
The Meadows
161 Worcester Road, Suite 501
Framingham, MA 01701
Tel. 508.532.3529
Email nkoshy@fletchertilton.com

Enclosures

Client Files/46490/0001/03140763.DOCX

RC CULTIVATION LLC

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

RC Cultivation LLC ("**RC Cultivation**") will remain compliant at all times with the local zoning requirements set forth in Worcester Zoning Ordinance. In accordance with the Zoning Ordinance, RC Cultivation's proposed Marijuana Cultivation and Product Manufacturing Establishment is located at 30 Pullman Street in the Manufacturing, General (MG-0.5) Zoning District designated for Marijuana Cultivation and Product Manufacturing Establishments.

In compliance with 935 CMR 500.110(3), RC Cultivation's proposed facility is not located within five hundred (500) feet of a pre-existing public or private school providing education to children in kindergarten or grades 1 through 12.

In accordance with Zoning Ordinance Article IV Section 15(E), RC Cultivation will ensure all aspects of its Marijuana Cultivation and Product Manufacturing Establishment operations relative to the cultivation, possession, processing, sales, distribution of marijuana, marijuana products or related supplies will take place inside a fully enclosed building and will not be visible from the building's exterior. RC Cultivation will not store any marijuana, marijuana products or related supplies outside of its building. Subject to approval by the Planning Board, RC Cultivation will maintain hours of operation between 8 a.m. and 11 p.m. Monday through Saturday, and 10 a.m. to 11 p.m. on Sundays. No marijuana or marijuana products will be smoked, eaten or otherwise consumed or ingested on the premises. RC Cultivation will not operate as a drive-through service.

Additionally, RC Cultivation will provide an odor control plan providing for proper and adequate ventilation at the facility in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing of marijuana or marijuana-related products from being dispersed or released outside the facility. RC Cultivation will provide for adequate and proper security at the premises so as to avoid, deter and prevent illegal activities from taking place upon or about RC Cultivation's premises.

As required by the Zoning Ordinance, RC Cultivation will apply for a Special Permit from the Planning Board. In Accordance with Article II, § 9 (D)(5) of the Worcester Zoning Ordinance, if the activity authorized by special permit granted by the Planning Board is not initiated within one (1) year of the date of grant of such special permit except in the case of phased construction as approved by the Planning Board and/or if the activity is not completed within two (2) years, then the special permit shall lapse unless the Director of Code Enforcement makes a determination that failure to complete was for good cause.

RC Cultivation will also apply for any other local permits, approvals, registrations or certificates required to site and operate a Marijuana Cultivation and Product Manufacturing Establishment at the proposed location. RC Cultivation will comply with all conditions and standards set forth in any required local permit or approval.

RC Cultivation has been in contact with local officials and neighborhood groups to discuss its plans for a proposed Marijuana Cultivation and Product Manufacturing Establishment. RC Cultivation has executed the required Host Community Agreement with Worcester. RC Cultivation will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

RC CULTIVATION, LLC

December 15, 2020

Jake Sanders
Worcester City Hall
455 Main Street
Worcester, MA 01608

Re: Request for Records of Costs Related to RC Cultivation LLC

Dear Mr. Sanders:

Please be advised that as a requirement of RC Cultivation LLC's license renewal for its marijuana establishment in the City of Worcester, the Cannabis Control Commission (the "Commission") requires the establishment to submit, (1) documentation that it requested from its host community the records of any cost to the City, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the host community in connection with such request, and if no response is receive, an attestation to that effect.

Accordingly, please accept this correspondence as a formal request to the City to produce the records of any cost, whether anticipated or actual, resulting from RC Cultivation LLC's operation within the City. Please note that a copy of this correspondence along with any response received from the City, or barring receipt of any response, an attestation to that effect, shall be submitted to the Commission. As the City is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the City imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

If we can provide additional information, please do not hesitate to ask.

Very Truly Yours,

RC Cultivation, LLC

By: Salvatore R. Carabetta

Attestation Regarding Outreach to City of Worcester re:
Records of Municipal Cost Relating to RC Cultivation LLC's Operations

I, Salvatore Carabetta, attest that a letter requesting the records of any cost to City of Worcester, whether anticipated or actual, resulting from RC Cultivation LLC's operation within its borders, was sent to the City on December 15, 2020. As of this date, no response has been received.

Name: Salvatore Carabetta

01.25.2021
Date

Plan to Positively Impact Areas of Disproportionate Impact

Overview

RC Cultivation, LLC ("RC Cultivation") is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support such populations, RC Cultivation has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goals and programs to positively impact the City of Worcester (and specifically within Commission-designated census tracts).

Goals

In order for RC Cultivation to positively impact Worcester, Massachusetts, RC Cultivation has established the following goals:

1. Give hiring preference to individuals that fall under the Commission's definition of disproportionately affected areas by instituting a preferential hiring program for Worcester residents (within specific Commission-designated census tracts) and Massachusetts residents with parents or spouses who have drug convictions, whereby qualified candidates for open job postings will be selected if they self-identify as being from either of the aforementioned groups.
2. Providing assistance to Girls Inc. of Worcester, 125 Providence Street, Worcester, Massachusetts 01604 ("Girls Inc."), located in Census Tract 7324, which is a Commission-designated Area of Disproportionate Impact. Girls Inc. is the oldest and only facility-based organization in Worcester which provides research-based programming for girls and young women to help them overcome the systemic economic and social barriers with which they are confronted. Girls Inc. enriches the lives of more than 1,400 girls each year who are principally from areas of disproportionate impact in Worcester, to enable them to become productive, educated and independent adults.

Programs

RC Cultivation has developed specific programs to effectuate its stated goals to positively impact Worcester community residents, Massachusetts residents who have past drug convictions, and

Massachusetts residents with parents or spouses who have drug convictions. Such programs will include the following:

1. Hiring Practices
    a. RC Cultivation will host one (1) or more job fairs in the City of Worcester at least 60 days before RC Cultivation receives its first Commence Operations designation from the Commission to operate a marijuana establishment in an effort to hire Worcester residents from Commission-designated census tracts.
    b. Worcester residency from within a Commission-designated census tract will be a positive factor in hiring decisions.
    c. Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions will be a positive factor in RC Cultivation's hiring decisions.
2. RC Cultivation Community Service Program
    a. RC Cultivation will establish a company-sponsored community service program benefiting Girls Inc. RC Cultivation will dedicate a minimum of fifty (50) hours per year of volunteer time to Girls Inc. and will work with Girls Inc. to determine the best programs to use such volunteer time as discussed further below.
    b. RC Cultivation will source and engage with professionals with expertise in the prevention of substance abuse to support Girls Inc.'s existing prevention programs. RC Cultivation will work with the administrators at Girls Inc. to tailor this educational prevention program to meet the specific needs of the girls and young women regularly served by the organization.
    c. RC Cultivation will also devote resources, including volunteer time and monetary donations, to help support the other life-skill instructional programs provided by Girls Inc., as well as the three summer camp programs operated by Girls Inc.
    d. RC will devote resources, including volunteer time and monetary donations, to assist the trained mentors at Girls Inc. who provide guidance and set examples through age-appropriate, holistic, and experientially-based programming to prepare girls and young women for adulthood. These programs not only have a positive impact on the girls themselves, but also beneficially impact their families and the community as a whole, and include life-skills instruction in the following areas:
        - Violence prevention
        - Nutrition and fitness
        - Literacy
        - Economic empowerment
        - Financial independence

    e. In addition to RC Cultivation's commitment to volunteer a minimum of fifty (50) hours of time annually to Girls Inc, RC Cultivation will also contribute a minimum of $5,000.00 annually to the organization.

Measurements

The Managing Member will administer the Plan and will be responsible for developing measurable outcomes to ensure RC Cultivation continues to meet its commitments. Such measurable outcomes, in accordance with RC Cultivation's goals and programs described above, include:

- Ensuring that at least 10% of the staff is from a Commission-designated census tract in Worcester by providing regular staffing audits of employees hired, retained, and promoted who are past or present residents from the aforementioned census tracts in Worcester;
- Documenting the number of employees who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions; and
- Documenting compliance for each employee with the community service requirements, which will be tracked and include the date when the community service was performed.

In the event that RC Cultivation is not meeting its commitments, RC Cultivation will donate an additional $5,000.00 annually to Girls, Inc., and will document such donation in accordance with its recordkeeping policies and generally accepted accounting principles.

Beginning upon receipt of RC Cultivation's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, RC Cultivation will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Furthermore, the Managing Member will review and evaluate RC Cultivation's measurements no less than twice a year to ensure that RC Cultivation is meeting its commitments.

Acknowledgements

- As identified above, RC Cultivation intends to provide financial and other support to Girls' Inc. and acknowledges that Girls Inc. has been contacted and will receive the donation of time and funding described herein.
- RC Cultivation will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by RC Cultivation will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

(1) The exact name of the limited liability company:

RC Cultivation LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

30 Pullman Street, Worchester, MA 01606

(3) The general character of the business:

The purposes of the Limited Liability Company is to own and operate greenhouses, farms and related facilities in Massachusetts and to engage in any lawful act or activity for which limited liability companies may be formed under the Massachusetts Limited Liability Company Act.

(4) Latest date of dissolution, if specified: _____

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
C T Corporation System	155 Federal Street, Suite 700, Boston, MA 02110

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
RED CARDINAL MA LLC	200 Pratt Street, Meriden, CT 06450

(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:

NAME	ADDRESS
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:

NAME	ADDRESS
RED CARDINAL MA LLC	200 Pratt Street, Meriden, CT 06450

(9) Additional matters:

Signed by *(by at least one authorized signatory)*: _____
Salvatore R. Carabetta, as Member of Red Cardinal LLC, the Manager of Red Cardinal MA LLC

Consent of resident agent:

I C T Corporation System

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

WRITTEN CONSENT
OF THE MANAGER
OF
RED CARDINAL MA LLC

THE UNDERSIGNED, being the Manager of Red Cardinal MA LLC (the "Company"), a Massachusetts limited liability company, hereby consents to and adopts the following resolutions for and on behalf the Company:

WHEREAS, the Company desires to form a limited liability company in the Commonwealth of Massachusetts to operate as its subsidiary and operate greenhouses, farms and related facilities on the Company's behalf.

NOW, THEREFORE, pursuant to a motion duly made and approved by the Manager of the Company be it resolved that:

RESOLVED, that the Company is hereby authorized to form a Massachusetts limited liability company to be called RC Cultivation LLC; and it is

FURTHER RESOLVED, that Salvatore R. Carabetta, acting as Manager of Red Cardinal LLC the Manager of the Company, is authorized and empowered to form RC Cultivation LLC; and to execute and deliver for and on behalf of the Company, the Certificate of Organization and each other instrument, document and agreement as may be necessary to create RC Cultivation LLC; and register said company with the Massachusetts Secretary of the Commonwealth.

Effective as of the 1st day of August 2018.

BEING THE MANAGER OF RED CARDINAL MA LLC:

RED CARDINAL LLC

By: Salvatore R. Carabetta
Its: Manager

OPERATING AGREEMENT
OF
RC CULTIVATION LLC

This Operating Agreement of RC Cultivation LLC, a limited liability company organized pursuant to the Massachusetts Limited Liability Company Act, is entered into and shall be effective as of the 22nd day of August, 2018, by and among the Company and its Member, Red Cardinal MA LLC.

The Member hereby declares that it has organized the limited liability company and shall operate the Company in accordance with the terms of, and subject to the conditions set forth in, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Member agrees as follows:

SECTION I
Defined Terms

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Massachusetts Limited Liability Company Act as codified in Chapter 156D of the General Laws of Massachusetts and as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the Company by the Member.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Member.

"*Certificate*" shall mean the Certificate of Organization of RC Cultivation LLC, as filed with the Massachusetts Secretary of the Commonwealth on or about August 9th, 2018, as the same have been and may be amended or restated from time to time. A copy of the Certificate of Organization is attached hereto as Exhibit A.

"Company" means RC Cultivation LLC.

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"*Manager*" means the Person named as a Manager in Section 5.1 of this Agreement, and any other Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement.

"Member" means the Person or Persons signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"Membership Interests" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

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

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

SECTION II
Formation and Name; Office; Purpose; Term

2.1. Organization. The undersigned has organized a limited liability company in the Commonwealth of Massachusetts pursuant to the Act and the provisions of this Agreement and, for that purpose, has caused the Certificate to be prepared and filed with the Secretary of Commonwealth in the form annexed hereto as Exhibit A. The Certificate and the filing thereof are hereby ratified and affirmed.

2.2. Name of the Company. The name of the Company shall be "RC Cultivation LLC". The Company may do business under that name and under any other name or names which the Member shall designate. If the Company does business under a name other than that set forth in its Certificate, then the Company shall file a "Doing Business As" Certificate as required by the General Laws of Massachusetts.

2.3. Purpose. The business of the Company shall be as set forth in the Certificate. The Company shall have the authority to do all things necessary or convenient to accomplish its

purpose and operate its business as described in this Article II.

2.4. Principal Office. The principal place of business of the Company is 30 Pullman Street, Worchester, MA 01606 and the Company's primary mailing address shall be 200 Pratt Street, Meriden, Connecticut 06450, or such other place as may be designated by the Members from time to time.

2.5. Member. The Name and Initial Capital Contribution of the Member are set forth on Exhibit B.

SECTION III
Members; Capital; Capital Accounts

3.1. Initial Capital Contributions. Upon the execution of this Agreement, the Member shall contribute to the Company cash or property in the amount set forth on Exhibit B.

3.2. No Additional Capital Contributions Required. No Member shall be required to contribute any additional capital to the Company. The Member shall have no personal liability for any obligation of the Company.

3.3. No Liability. The Member shall not be liable, solely by reason of being a member of the Company, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise. The failure of a limited liability company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the Company.

3.4. Indemnification. The Company shall indemnify the Member and Manager, their respective agents and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the Member, Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State.

3.5. Representations and Warranties. The Member hereby represents and warrants to the Company and each other Member that (a) it has full organization power to execute and agree to the Operating Agreement and to perform its obligations hereunder and (b) it is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest.

3.6. Non-disclosure of Confidential Information. The Company will furnish each Member with certain information which is non-public, confidential and/or proprietary in nature. All such information, including without limitation information pertaining to the Company and its

application to operate a cultivation center(s) in the Commonwealth of Massachusetts, is hereinafter collectively referred to as the "Confidential Information." The Confidential Information includes, without limitation, this Agreement, business agreements, books and records of the Company. The Confidential Information includes not only written information, but information transmitted orally, visually, electronically or by any other means including, without limitation, information related to the location of additional planned facilities. In consideration of being furnished with the Confidential Information, each Member agrees that it shall keep all Confidential Information strictly confidential and will not, without the prior written consent of the Company, allow such Confidential Information to be disclosed by Member, or its Agent(s), in any manner whatsoever, in whole or in part. Each Member shall only be permitted access to Confidential Information following their written consent to be bound by the terms of this provision.

3.7. Loans. The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

SECTION IV
Distributions

4.1. Distributions of Cash Flow. Cash Flow for each taxable year of the Company shall be distributed in such amounts and at such times as the Member shall determine in his sole discretion.

4.2. Liquidation and Dissolution. If the Company is liquidated, the assets of the Company shall be distributed to the Member.

SECTION V
Management: Rights, Powers, and Duties

5.1. Management. The business and affairs of the Company shall be managed by its Manager, who need not be a Member of the Company. Red Cardinal MA LLC, a Massachusetts limited liability company, is hereby designated the initial Manager of the Company. Upon the resignation of a Manager at a time when no replacement Manager has been named, the Members, acting by a Majority Vote, shall appoint a replacement Manager. The Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including without limitation:

a) To cause the Company to engage in any business and to acquire any other property, real or personal, incident to the foregoing purposes.

b) To pursue and engage in the regulated cannabis industry in the Commonwealth of

Massachusetts.

c) To acquire, operate, lease and manage or contract for management of the property (real or personal) and business of the Company and to sell or otherwise dispose of property.

d) To borrow money for working capital for the Company or for other business needs or for investment purposes from individuals, banks, other lending institutions, or from Members or affiliates of Members, on such terms as the Manager deems appropriate, and in connection therewith, to mortgage, hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

e) To enter into contracts with vendors and consultants, including, but not limited to, vendors and consultants who are Members or affiliates of Members or of the Manager.

f) To purchase liability and other insurance to protect the Company's property and business.

g) To hold and own any Company real and/or personal properties, including leasehold interests, mortgages, notes or other evidences of indebtedness or security therefore, in the name of the Company or in the name of a nominee.

h) To invest any Company funds temporarily (by way of example, but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

i) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan, and to distribute the proceeds thereof or to invest and reinvest in other business ventures.

j) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; contracts of every kind or nature; notes and other negotiable instruments; leases; mortgages and security agreements; financing statements; documents providing for the acquisition or disposition of property, real and personal, tangible or intangible; assignments; bills of sale; and any other instruments or documents necessary or appropriate, in the opinion of the Manager, to the business of the Company.

k) To employ accountants, legal counsel, agents or others experts to perform services for the Company and to compensate them from Company funds.

l) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve.

m) To hire and fire employees and set employee compensation and management fees from time to time.

n) To initiate, prosecute and/or defend lawsuits or other actions in the name of or on behalf of the Company or its Members.

o) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

5.2. Manager Has No Exclusive Duty to Company. Except as otherwise provided herein, the Manager, shall not be required to manage the Company as his or its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company.

5.3. Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, and may designate the Manager to be the sole signatory thereon.

5.4. Compensation of Manager and Members. The Manager shall receive reasonable compensation for his or her management services to the Company as set forth by the Members. The Manager shall be reimbursed all reasonable expenses incurred in managing the Company. Members shall receive no compensation for service to the Company, but shall be reimbursed all reasonable expenses incurred while providing services to the Company.

5.5. Standard of Care. A Member's or Manager's duty of care in the discharge of the Member's or Manager's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Member or Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article IX and upon such information, opinions, reports or statements by any other Member, Manager, or agent or by any other person, as to matters the Member or Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

5.6. Contract Authority. Unless authorized to do so in writing by the Manager, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

SECTION VI
Transfer of Interest

6.1. Transfers. The Member shall have the right to transfer all or a portion of such

Member's Membership Interest and shall have the power to grant a transferee the right to become a Member, upon the written consent of the Manager.

SECTION VII
Dissolution, Liquidation, and Termination of the Company

7.1. Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

a) at the time, if any, specified in its Certificate.

b) written consent of the Manager.

c) entry of a decree of final dissolution under Section 43 of the Act.

7.2. Procedure for Winding Up and Distribution. If the Company is dissolved, the Member shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first to creditors of the Company, in satisfaction of the liabilities of the Company, and then to the Member in accordance with Section 4.2 of this Agreement.

SECTION VIII
Books, Records, Accounting, and Tax Elections

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name.

8.2. Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year.

SECTION IX
General Provisions

9.1. Assurances. The Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Member deems appropriate to

comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the operation of the Company.

9.2. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the Commonwealth of Massachusetts.

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

9.4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, any party hereto and his respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.5. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the State Court of the Commonwealth of Massachusetts who shall have jurisdiction over the subject matter of the dispute or matter.

9.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.7. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.8. Tax Treatment. The Company shall be disregarded as an entity for Federal and State tax purposes, and shall report its income accordingly.

IN WITNESS WHEREOF, the undersigned has executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

WITNESS:

_____

_____

MEMBER:
Red Cardinal MA LLC
By: Red Cardinal LLC
Its: Manager, duly authorized

_____
By: Salvatore R. Carabetta
Its: Member, duly authorized

EXHIBIT A

Certificate of Incorporation

EXHIBIT B

Members
of
RC Cultivation LLC

As of August 22, 2018

Name and Address	Capital Contributions	Members Interest
Red Cardinal MA LLC, a MA limited liability company 30 Pullman Street, Worchester, MA 01606	$1,000.00	100.00%

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

March 26, 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

RC CULTIVATION LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 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: **RED CARDINAL MA LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **RED CARDINAL MA LLC, SALVATORE R. CARABETTA**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RED CARDINAL MA LLC**

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

Processed By:TAA

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

mass.gov/dor

Letter ID: L0435348352
Notice Date: April 18, 2019
Case ID: 0-000-629-294

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000010

RC CULTIVATION LLC
30 PULLMAN ST
WORCESTER MA 01606-3311

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

RC CULTIVATION LLC

BUSINESS PLAN

April 26, 2019

EXECUTIVE SUMMARY

Mission Statement

RC Cultivation LLC ("**RC Cultivation**") is a Marijuana Establishment committed to creating a safe and clean community environment that provides consistent, high quality cannabis to other Marijuana Establishments.

License Type

RC Cultivation is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a Marijuana Establishment – Marijuana Cultivator and Marijuana Product Manufacturer in Worcester, Massachusetts.

What Drives Us

RC Cultivation's goals include:

1. Serving other Marijuana Establishments with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of RC Cultivation's operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionally impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching;
7. Running an environmentally friendly Marijuana Establishment in the Commonwealth of Massachusetts through the use of efficient cultivation methods; and
8. Creating branded marijuana products that are safe, effective, consistent and high quality.

TEAM

General

RC Cultivation is in the process of assembling a team to implement the operations of the Marijuana Establishment and intends to create 25-35 full-time staff positions within the first three years of operation. No individual on the RC Cultivation team is a controlling person with more than three licenses in a particular class of license.

Founder

Salvatore (Sam) Carabetta

Sam has more than 25 years of extensive experience in development, financing, construction management and property management for all types of real estate. Throughout his career with The Carabetta Companies, he has been directly involved in the management and construction of residential mixed-income properties, including over 100 new, rehabbed and design/build developments. Sam understands the strict requirements for building projects using government tax credits from having completed many Low-Income Housing Tax Credit projects over the past 10 years. He supervises the day-to-day management of various projects and a staff of construction experts for projects valued at several hundred million dollars.

Head of Cultivation & Head of Security

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

1. Be responsible for implementing policies with the Cultivation Facility;
2. Coordinate space assignments;
3. Receive and review work requests;
4. Coordinate repairs and maintenance;
5. Be responsible for supervision and training of agents;
6. Provide mandatory training for new agents;
7. Maintain a record of space allocations;
8. Work with the facility technicians to promote successful operations in the Cultivation Facility;
9. Program and monitor the Environmental Control System (DDC);
10. Maintain a database of environmental controls and conditions;
11. Adjust DDC for optimum efficiency of operation;
12. Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient; and
13. Coordinate repairs and maintenance.

Head of Security: Under the supervision of the Manager, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for RC Cultivation, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

1. Provide general training to RC Cultivation agents during new hire orientation or re-current trainings throughout the year;

2. Provide training specific for Security Agents prior to the Security Agent commencing job functions;
3. Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
4. Maintain lists of agents authorized to access designated areas of the RC Cultivation facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the RC Cultivation facility;
5. Lead a working group comprised of the Managing Member, Head of Cultivation and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of RC Cultivation agents and assets;
6. Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility, i.e. only that which is necessary to complete his/her job functions;
7. Maintain all security related records, incident reports and other reports written by security agents;
8. Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
9. Maintain frequent contact with the Worcester Police and Fire Department.

COMPANY DESCRIPTION

Structure

RC Cultivation is a Massachusetts limited liability company that is applying for a Certificate of Registration from the Commission to operate a Marijuana Establishment – Tier 11 Marijuana Cultivation and Marijuana Product Manufacturer in the Commonwealth.

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

Operations

RC Cultivation will be located in Worcester and has a binding option to lease a facility located at 30 Pullman Street Worcester, MA 01606.

The facility encompasses a total of 125,000 square feet, with approximately 100,000 square feet dedicated exclusively to cultivation and approximately 25,000 square feet of space dedicated to supporting product manufacturing and cultivation efforts.

RC Cultivation will establish inventory controls and procedures for accurate tracking of comprehensive inventories of marijuana products in the process of cultivation and

finished, stored marijuana, conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana, conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory and promptly transcribe inventories if taken by use of an oral recording device.

RC Cultivation will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

RC Cultivation will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months.

RC Cultivation will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than $5,000 per occurrence.

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

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

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

As part of its application packets, RC Cultivation has provided proof of having placed in escrow a sum of no less than $5,000.00 per license, as required by 935 CMR 500.105(16), to be expended for coverage of liabilities. The escrow account required pursuant to 935 CMR 500.105(16)(c) will be replenished within ten business days of any expenditure required under 935 CMR 500.105 except if RC Cultivation ceases operations. In such event, documentation of the replenishment will be promptly sent to the Commission.

RC Cultivation and RC Cultivation agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

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

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

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

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

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

Benefits to the Municipality

RC Cultivation looks forward to working cooperatively with Worcester to ensure that it operates as a responsible, contributing member of the Worcester community. RC Cultivation anticipates establishing a mutually beneficial relationship with Worcester in exchange for allowing RC Cultivation to site and operate in Worcester.

Worcester stands to benefit in various ways, including but not limited to the following:

1. Jobs: A cultivation and product manufacturing facility will create 25-35 full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary payments will provide the City with additional financial benefits beyond local property taxes.
3. Access to Quality Product: RC Cultivation will cultivate and manufacture high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Worcester Police Department and

other municipal departments will have oversight over RC Cultivation's security systems and processes.

5. Responsibility: Everyone on RC Cultivation's team will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: RC Cultivation's renovation of the facility will help revitalize the General Manufacturing District in Worcester and contribute to the overall economic development of the local community.

Zoning

The address for the Marijuana Establishment facility is 30 Pullman Street Worcester, MA 01606 in the Manufacturing, General (MG-0.5) District. The building and use comply with all Worcester zoning requirements.

In accordance with the Commission's regulations, the facility is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.In accordance with the Worcester Zoning Ordinance, the facility is not located within 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, nor any Marijuana Storefront Retailer sited within a radius of five hundred feet of the proposed locations.

Additionally, the facility is not in a trailer, storage freight container, motor vehicle or other similar movable enclosure and is in a fixed location within a fully enclosed building and all aspects of the facility's cultivation and manufacturing operations will not be visible from the exterior of the building.

There will be no outside storage of marijuana, marijuana products, or related supplies and RC Cultivation will provide an odor control plan that provides for proper and adequate ventilation at such facilities in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing of marijuana or marijuana related products from being dispersed or released outside the facilities.

Regulations

RC Cultivation is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

RC Cultivation is registered to do business in the Commonwealth as a limited liability company. RC Cultivation will maintain the limited liability company in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. RC Cultivation will apply for all state and local permits and approvals required to renovate and operate the facility.

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

PRODUCT / SERVICE

Product & Service

In addition to traditional sativa, indica, and hybrid cannabis flower, RC Cultivation will manufacture a wide range of products. Products RC Cultivation intends to manufacture include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use C02 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

RC Cultivation's pricing structure will vary based on market conditions and demand. RC Cultivation plans to produce products of superior quality and will price its products accordingly.

MARKETING & SALES

Communication

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

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

accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

RC Cultivation will seek marketing opportunities at events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data.

RC Cultivation will communicate with customers through:

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

Logo

RC Cultivation will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

PLAN FOR OBTAINING LIABILITY INSURANCE

RC Cultivation LLC ("Red Cardinal") will contract with an insurance provider to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually and product liability coverage for no less than $1,000,000 per occurrence & $2,000,000 in aggregate annually. The policy deductible will be no higher than $5,000 per occurrence. Red Cardinal will consider additional coverage based on availability and cost-benefit analysis.

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), RC Cultivation LLC ("Red Cardinal") will only be accessible to individuals 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Red Cardinal agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

In the event Red Cardinal discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Red Cardinal will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Red Cardinal will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Red Cardinal will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Red Cardinal will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**" In accordance with 935 CMR 500.105(4)(a)(6), the additional warning is required, "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROMCHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of Edible Marijuana Products may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222- 1222 or 9-1-1. This product may be illegal outside of MA." Pursuant to 935 CMR 500.105(6)(b), Red Cardinal packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used

to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Red Cardinal's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

RC Cultivation LLC ("Red Cardinal") will comply with the following sanitary requirements:

1. Any Red Cardinal agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Red Cardinal agent working in direct contact with the preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Red Cardinal's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Red Cardinal's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Red Cardinal's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Red Cardinal will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Red Cardinal's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Red Cardinal's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Red Cardinal's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Red Cardinal will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing

products used in the cultivation of marijuana. Red Cardinal acknowledges and understands that the Commission may require Red Cardinal to demonstrate the intended and actual use of any toxic items found on Red Cardinal's premises;

11. Red Cardinal will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Red Cardinal's needs;
12. Red Cardinal's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Red Cardinal will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Red Cardinal will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Red Cardinal will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Red Cardinal's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Red Cardinal will ensure that Red Cardinal's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Red Cardinal will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Red Cardinal to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Red Cardinal will process marijuana in a safe and sanitary manner. Red Cardinal will process the leaves and flowers of the female marijuana plant only, which will be:

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Red Cardinal will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

Red Cardinal will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. 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.

Any Independent Testing Laboratory relied upon by Red Cardinal for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Red Cardinal's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Red Cardinal's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Red Cardinal's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Red Cardinal acknowledges and understands that the Commission may require additional testing.

Red Cardinal's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Red Cardinal and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Red Cardinal will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Red Cardinal acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Red Cardinal's marijuana at a laboratory providing marijuana testing services will 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 Red Cardinal for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/-10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the

initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

RC Cultivation LLC ("Red Cardinal") will securely maintain personnel records, including registration status and background check records. Red Cardinal will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

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

a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Red Cardinal will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Red Cardinal will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration, if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
        ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
        x. Any other relevant information, including information submitted by the subject.
    c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

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

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

Personnel Policies and Training

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

Red Cardinal will have a policy for the immediate dismissal of any agent who has:

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

RECORDKEEPING PROCEDURES

RC Cultivation LLC ("Red Cardinal") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Red Cardinal documents. Records will be stored at Red Cardinal in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
    - Insurance Coverage:
        - Directors & Officers Policy
        - Product Liability Policy
        - General Liability Policy
        - Umbrella Policy
        - Workers Compensation Policy
        - Employer Professional Liability Policy
    - Third-Party Laboratory Contracts
    - Commission Requirements:
        - Annual Agent Registration
        - Annual Marijuana Establishment Registration
    - Local Compliance:
        - Certificate of Occupancy
        - Special Permits
        - Variances
        - Site Plan Approvals
        - As-Built Drawings
    - Corporate Governance:
        - Annual Report
        - Secretary of Commonwealth Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
    - Assets and liabilities;

    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Red Cardinal.
- Personnel Records: At a minimum will include:
    - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
    - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Red Cardinal and will include, at a minimum, the following:
        - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        - Documentation of verification of references;
        - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
        - Documentation of periodic performance evaluations; and
        - A record of any disciplinary action taken.
        - Notice of completed responsible vendor and eight-hour related duty training.
    - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
    - Red Cardinal will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
    - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

- Seed-to-Sale Tracking Records
    - Red Cardinal will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Incident Reporting Records
    - Within ten (10) calendar days, Red Cardinal will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
    - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Red Cardinal for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Red Cardinal's jurisdiction on request.
- Visitor Records
    - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, Red Cardinal will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Red Cardinal agents present during the disposal or other handling, with their signatures. Red Cardinal will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

    - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
    - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Red Cardinal is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
    - Red Cardinal will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
    - Red Cardinal shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
    - In the event Red Cardinal closes, all records will be kept for at least two (2) years at Red Cardinal's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Red Cardinal will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Red Cardinal's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
    - Security measures in compliance with 935 CMR 500.110;
    - Employee security policies, including personal safety and crime prevention techniques;
    - A description of Red Cardinal's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
    - Storage of marijuana in compliance with 935 CMR 500.105(11);

- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any agent who has:
    - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
    - Engaged in unsafe practices with regard to Red Cardinal operations, which will be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Red Cardinal, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Red Cardinal's website.
- Policies and procedures for the handling of cash on Red Cardinal premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
    - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
    - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

        - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
    - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- Application Renewal Records
    - Red Cardinal must keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by Red Cardinal must be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

RC Cultivation LLC's ("Red Cardinal") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500.000). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
    - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
        - Assets and liabilities;
        - Monetary transactions;
        - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
        - Sales records including the quantity, form, and cost of marijuana products; and
        - 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 Red Cardinal.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
    - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
    - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- Application Renewal Records
    - Red Cardinal will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by Red Cardinal must be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

RC Cultivation LLC ("Red Cardinal") will ensure that all employees hired to work at a Red Cardinal facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal 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.

Red Cardinal will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Red Cardinal discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Red Cardinal will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Red Cardinal's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Red Cardinal's current Owners, managers, and employees that are involved in the handling of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a "Responsible Vendor". Once Red Cardinal is designated a "Responsible Vendor", all new employees involved in the handling of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling of marijuana will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

Red Cardinal will also encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Red

Cardinal's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Red Cardinal's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
    - 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; and
    - Recognizing signs of impairment
2. Diversion prevention, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
    - How to check identification;
    - Spotting false identification; and
    - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
    - 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; and
    - Prohibited purchases and practices.

RC CULTIVATION LLC

WORCESTER ENERGY COMPLIANCE PLAN

RC Cultivation LLC ("Red Cardinal") has developed the following Energy Compliance Plan to ensure that its Cultivation facility located in Worcester remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11).

Energy Efficiency and Equipment Standards

Red Cardinal will maintain compliance at all times with the Commission's minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control. Red Cardinal will adopt and use additional best management practices as determined by the Commission to reduce energy.

Building Envelope

The building envelope for Red Cardinal's indoor cultivation facility, to the extent applicable, meets minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code.

Lighting

Red Cardinal's lighting meets the compliance requirements for:

1. Horticulture Lighting Power Density will not exceed 36 watts per square foot; or
2. All horticultural lighting used in the facility is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 µmol/J (micromoles per joule).

In the event that Red Cardinal seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Red Cardinal will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

Red Cardinal has established and documented safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

Strategies to Reduce Electric Demand

Red Cardinal is considering the following strategies to reduce electric demand.

1. Lighting schedules for veg and flower rooms will be staggered and set to nighttime grow cycle to the fullest extent feasible to reduce overall energy consumption.
2. A building management system to control lighting schedules and mechanical equipment energy usage to ensure the least amount of energy is used while maintained the proper indoor grow environment for the crop.

As the need and opportunity for facility upgrades and maintenance arise in the future, Red Cardinal will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Red Cardinal plans on engaging with the energy efficiency program offered by Mass Save and will coordinate with Worcester officials to identify other potential energy saving programs and initiatives.

HVAC and Dehumidification

Red Cardinal's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR5 00.120(11)(b), Red Cardinal will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

Diversity Plan

Overview

RC Cultivation LLC ("Red Cardinal") is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.[1]

To support such populations, Red Cardinal has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Red Cardinal's operations.

Goals

In order for Red Cardinal to promote equity for the above-listed diverse populations in its operations, Red Cardinal has established the following goal:

- Having a staff comprised of individuals from the below-listed diverse populations:
  - At least 10% of staff will be Minorities;
  - At least 40% of staff will be Women;
  - At least 6% of staff will be Veterans;
  - At least 6% of staff will be Disabled Individuals; and
  - At least 6% of staff will be LGBTQ+.[2]

Programs

Red Cardinal has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following Hiring and Recruitment Program:

1. Workforce diversity initiatives that include the distribution of quarterly interoffice newsletters to employees to encourage the recruitment of members of diverse populations and the posting of employment opportunities in career center(s) serving diverse populations as positions become available (but not less than annually);
2. Placement of advertisements for career opportunities in publications with diverse reader demographics such as the Rainbow Times and Worcester Telegram as positions become available (but not less than twice annually); and
3. Hosting at least two job fairs per year to recruit qualified minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.

[1] As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/1/19 and the Commission's *Guidance on Required Positive Impact Plans and Diversity Plans* as revised 2/25/19. For purposes of this Diversity Plan, Red Cardinal is interpreting "[p]eople of all gender identities and sexual orientations" to mean people identifying as LGBTQ.

[2] The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Red Cardinal's efforts for hiring a diverse workforce; however, Red Cardinal is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

Measurements

The Managing Member will administer the Plan and will be responsible for developing measurable outcomes to ensure Red Cardinal continues to meet its commitments. Such measurable outcomes, in accordance with the goals and programs described above, include:

1. Maintaining a staff where:
    a. At least 10% of staff will be Minorities;
    b. At least 40% of staff will be Women;
    c. At least 6% of staff will be Veterans;
    d. At least 6% of staff will be Disabled Individuals; and
    e. At least 6% of staff will be LGBTQ+.
2. Placing employment ads in publications with diverse readership demographics two (2) or more times per year; and
3. Documenting the hosting of at least two (2) job fairs per year in the to recruit qualified minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.

Upon receipt of Red Cardinal's Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Red Cardinal will utilize proposed measurements to assess its Plan and will account for demonstrating proof of success of progress of the Plan upon the yearly renewal of the license. The Managing Member will review and evaluate Red Cardinal's measurable outcomes no less than twice annually to ensure that Red Cardinal is meeting its commitments.

Acknowledgements

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