



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283075  
Original Issued Date: 08/11/2020  
Issued Date: 08/11/2020  
Expiration Date: 08/11/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Southcoast Apothecary, LLC

Phone Number: 617-721-5844  
Email Address: fperullo@awholdings.com

Business Address 1: 115 Coggeshall Street  
Business City: New Bedford  
Business State: MA  
Business Zip Code: 02746  
Business Address 2:  
Mailing Address 1: 500 Totten Pond Road  
Mailing City: Waltham  
Mailing State: MA  
Mailing Zip Code: 02451  
Mailing Address 2:

### 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:** Executive / Officer                      **Other Role:** Chief Executive Officer

**First Name:** Andrea                      **Last Name:** Cabral                      **Suffix:**

**Gender:** Female                      **User Defined Gender:**

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

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 2**

**Percentage Of Ownership:**                      **Percentage Of Control:** 100

**Role:** Executive / Officer                      **Other Role:** Chief Operating Officer and Sole Member

**First Name:** Francis                      **Last Name:** Perullo                      **Suffix:**

**Gender:** Male                      **User Defined Gender:**

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

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 3**

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

**Role:** Executive / Officer                      **Other Role:** Chief Financial Officer

**First Name:** Steven                      **Last Name:** Rohlfing                      **Suffix:**

**Gender:** Male                      **User Defined Gender:**

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

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 4**

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

**Role:** Manager                      **Other Role:** Manager of applicant's parent company, Ascend Wellness Holdings

**First Name:** Emily                      **Last Name:** Paxhia                      **Suffix:**

**Gender:** Female                      **User Defined Gender:**

**What is this person's race or ethnicity?:** Decline to Answer

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 5**

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

**Role:** Manager                      **Other Role:** Manager of applicant's parent company, Ascend Wellness Holdings

**First Name:** Christopher                      **Last Name:** Leavy                      **Suffix:**

**Gender:** Male                      **User Defined Gender:**

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

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 6**

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

**Role:** Manager                      **Other Role:** Manager of applicant's parent company, Ascend Wellness Holdings

**First Name:** Scott                      **Last Name:** Swid                      **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: Ascend Wellness Holdings, LLC.

Entity DBA: The applicant Southcoast  
Apothecary, LLC will do business as  
"Ascend"

DBA City:  
New Bedford

Entity Description: 100% Owner of the applicant Southcoast Apothecary, LLC

Foreign Subsidiary Narrative:

Entity Phone: 617-721-5844

Entity Email:  
fperullo@awholdings.com

Entity Website:

Entity Address 1: 500 Totten Pond Road

Entity Address 2: Unit 301

Entity City: Waltham

Entity State: MA

Entity Zip Code: 02451

Entity Mailing Address 1: 500 Totten Pond Road

Entity Mailing Address 2: Unit 301

Entity Mailing City: Waltham

Entity Mailing State: MA

Entity Mailing Zip Code:  
02451

Relationship Description: Ascend Wellness Holdings, LLC ("Ascend") is the parent company and 100% owner of the applicant Southcoast Apothecary, LLC ("Southcoast"). Ascend is the sole manager of Southcoast.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: Ascend Wellness Holdings, LLC (formerly known as  
Ascend Group Partners, LLC)

Entity DBA:

Email: fperullo@awholdings.com

Phone: 617-724-5844

Address 1: 500 Totten Pond Road

Address 2:

City: Waltham

State: MA

Zip Code: 02451

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$4569537.22  
Percentage of Initial  
Capital: 100

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

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

Owner First Name: Ascend Wellness  
Holdings, LLC

Owner Last Name:

Owner Suffix:

Entity Legal Name: Revolution Cannabis - Barry, LLC

Entity DBA:

Entity Description: Registered medical and adult use cannabis cultivation center

Entity Phone: 617-721-5844

Entity Email:  
fperullo@awholdings.com

Entity Website:

Entity Address 1: 1 310th Avenue

Entity Address 2:

Date generated: 12/03/2020

Page: 3 of 9

Entity City: Barry	Entity State: IL	Entity Zip Code: 62312	Entity Country: USA
Entity Mailing Address 1: 1 310th Avenue		Entity Mailing Address 2:	
Entity Mailing City: Barry	Entity Mailing State: IL	Entity Mailing Zip Code: 62312	Entity Mailing Country: USA

#### Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Ascend Wellness Holdings, LLC	Owner Last Name:	Owner Suffix:	
Entity Legal Name: HealthCentral, LLC		Entity DBA: Illinois Supply & Provisions	
Entity Description: Registered medical and adult use cannabis dispensing organization located in Springfield and Collinsville, IL.			
Entity Phone: 617-721-5844	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 628 East Adams Street		Entity Address 2:	
Entity City: Springfield	Entity State: IL	Entity Zip Code: 62701	Entity Country: USA
Entity Mailing Address 1: 628 East Adams Street		Entity Mailing Address 2:	
Entity Mailing City: Springfield	Entity Mailing State: IL	Entity Mailing Zip Code: 62701	Entity Mailing Country: USA

#### Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Ascend Wellness Holdings, LLC	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Ascend Illinois LLC		Entity DBA:	
Entity Description: Parent company of IL license holders HealthCentral, LLC and Revolution Cannabis - Barry, LLC			
Entity Phone: 617-721-5844	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 628 East Adams Street		Entity Address 2:	
Entity City: Springfield	Entity State: IL	Entity Zip Code: 62701	Entity Country: USA
Entity Mailing Address 1: 628 East Adams Street		Entity Mailing Address 2:	
Entity Mailing City: Springfield	Entity Mailing State: IL	Entity Mailing Zip Code: 62701	Entity Mailing Country: USA

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Andrea	Last Name: Cabral	Suffix:
Marijuana Establishment Name: MassGrow, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Athol	Marijuana Establishment State: MA	

##### Individual 2

First Name: Andrea	Last Name: Cabral	Suffix:
Marijuana Establishment Name: Ascend Mass, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Newton	Marijuana Establishment State: MA	

##### Individual 3

First Name: Francis	Last Name: Perullo	Suffix:
Marijuana Establishment Name: MassGrow, LLC	Business Type: Marijuana Cultivator	

Marijuana Establishment City: Athol Marijuana Establishment State: MA

#### Individual 4

First Name: Francis Last Name: Perullo Suffix:  
Marijuana Establishment Name: Ascend Mass, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Newton Marijuana Establishment State: MA

#### Individual 5

First Name: Steven Last Name: Rohlfing Suffix:  
Marijuana Establishment Name: MassGrow, LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Athol Marijuana Establishment State: MA

#### Individual 6

First Name: Steven Last Name: Rohlfing Suffix:  
Marijuana Establishment Name: Ascend Mass, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Newton Marijuana Establishment State: MA

#### Individual 7

First Name: Scott Last Name: Swid Suffix:  
Marijuana Establishment Name: Ascend Mass, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Newton Marijuana Establishment State: MA

#### Individual 8

First Name: Christopher Last Name: Leavy Suffix:  
Marijuana Establishment Name: Ascend Mass, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Newton Marijuana Establishment State: MA

#### Individual 9

First Name: Emily Last Name: Paxhia Suffix:  
Marijuana Establishment Name: Ascend Mass, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Newton Marijuana Establishment State: MA

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 115 Coggeshall Street  
Establishment Address 2:  
Establishment City: New Bedford Establishment Zip Code: 02746  
Approximate square footage of the establishment: 3600 How many abutters does this property have?: 6  
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Revised HCA Certification Form.pdf	pdf	5e7b79c52b97cf38fa3739a9	03/25/2020
Plan to Remain Compliant with Local	Ascend_-_New_Bedford_-_Plan_to_Remain_Compliant_with_Local_Zoning.pdf	pdf	5e7b79f5b3c49635509e88a7	03/25/2020

Zoning				
Community Outreach Meeting Documentation	Revised Community Outreach Attestation Form - Southcoast.pdf	pdf	5e84d0df2b97cf38fa37537a	04/01/2020

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	RFI Revised - Ascend_-_New_Bedford_-_Plan_to_Positively_Impact_Areas_of_Disproportionate_Impact.pdf	pdf	5edf8bfe1c2dbc24d01a0dcd	06/09/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Executive / Officer Other Role: Chief Executive Officer

First Name: Andrea Last Name: Cabral Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

##### Individual Background Information 2

Role: Executive / Officer Other Role: Chief Operating Officer and Manager

First Name: Francis Last Name: Perullo Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 3

Role: Executive / Officer Other Role: Chief Financial Officer

First Name: Steven Last Name: Rohlfing Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 4

Role: Manager Other Role: Manager of applicant's parent company Ascend Wellness Holdings

First Name: Christopher Last Name: Leavy Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 5

Role: Manager Other Role: Manager of applicant's parent company Ascend Wellness Holdings

First Name: Scott Last Name: Swid Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 6

Role: Manager

Other Role: Manager of applicant's parent company Ascend Wellness Holdings

First Name: Emily

Last Name: Paxhia

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Ascend Wellness Holdings, LLC

Entity DBA:

Entity Description: Capital contributor and 100% owner of the applicant Southcoast Apothecary, LLC

Phone: 617-724-5844

Email: fperullo@awholdings.com

Primary Business Address 1: 500 Totten Pond Road

Primary Business Address 2:

Primary Business City: Waltham

Primary Business State: MA

Principal Business Zip Code:  
02451

Additional Information:

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SoC Cert of Good Standing Southcoast Apothecary 10.10.19.pdf	pdf	5db75da3b35b62300f5d9ad6	10/28/2019
Articles of Organization	Southcoast Apothecary - Cert. of Organization.pdf	pdf	5db75da473225f2fcd76651f	10/28/2019
Bylaws	Southcoast Apothecary - OA.pdf	pdf	5db75da6c9aebd2b498aa02e	10/28/2019
Department of Revenue - Certificate of Good standing	Southcoast Apothecary - Cert. of Good Standing DOR.pdf	pdf	5db89921cdbfc22fc658dd17	10/29/2019
Secretary of Commonwealth - Certificate of Good Standing	Revised Secretary of the Commonwealth Business Summary.pdf	pdf	5e7bae512eba6d38ef16352a	03/25/2020
Secretary of Commonwealth - Certificate of Good Standing	MA Dept of Unemployment Assistance Cert of Good Standing - Mar 2020.pdf	pdf	5e84ae4c1cdd2e3910a523f4	04/01/2020
Secretary of Commonwealth - Certificate of Good Standing	DBA Certificate from New Bedford.pdf	pdf	5edf8bb02d9da4181de9e0da	06/09/2020

No documents uploaded

Massachusetts Business Identification Number: 001370265

Doing-Business-As Name: Ascend

DBA Registration City: New Bedford

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Ascend_-_New_Bedford_-_Timeline.pdf	pdf	5e7baea6b014bf38e46cbe52	03/25/2020
Plan for Liability Insurance	Ascend_-_New_Bedford_-_Plan_for_Obtaining_Liability_Insurance.pdf	pdf	5e7baebf554b033566cce8c4	03/25/2020
Business Plan	Ascend_-_New_Bedford_-_Business_Plan.pdf	pdf	5e7bb1e01cdd2e3910a50d39	03/25/2020

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Ascend_-_New_Bedford_-_Plan_for_Obtaining_Marijuana_or_Marijuana_Products.pdf	pdf	5e7bb218f0445c357cb05446	03/25/2020
Separating recreational from medical operations, if applicable	Ascend_-_New_Bedford_-_Separating_Adult_Use_and_Medical.pdf	pdf	5e7bb222d29ad93571594b68	03/25/2020
Restricting Access to age 21 and older	Ascend_-_New_Bedford_-_Restricting_Access_to_21+.pdf	pdf	5e7bb22b172cbc3545973c1b	03/25/2020
Security plan	Ascend_-_New_Bedford_-_Security_Plan.pdf	pdf	5e7bb237bddf0438d21da59d	03/25/2020
Prevention of diversion	Ascend_-_New_Bedford_-_Prevention_of_Diversion.pdf	pdf	5e7bb24b81ed8a355b8d687c	03/25/2020
Storage of marijuana	Ascend_-_New_Bedford_-_Storage_of_Marijuana.pdf	pdf	5e7bb254554b033566cce8dd	03/25/2020
Transportation of marijuana	Ascend_-_New_Bedford_-_Transportation_of_Marijuana.pdf	pdf	5e7bb25e482e703583b794c3	03/25/2020
Inventory procedures	Ascend_-_New_Bedford_-_Inventory_Procedures.pdf	pdf	5e7bb266b3c49635509e8a62	03/25/2020
Quality control and testing	Ascend_-_New_Bedford_-_Quality_Control_and_Testing.pdf	pdf	5e7bb274d29ad93571594b6e	03/25/2020
Dispensing procedures	Ascend_-_New_Bedford_-_Dispensing_Procedures.pdf	pdf	5e7bb28bb3c49635509e8a68	03/25/2020
Personnel policies including background checks	Ascend_-_New_Bedford_-_Personnel_Policies_Including_Background_Checks.pdf	pdf	5e7bb29481ed8a355b8d6881	03/25/2020
Record Keeping procedures	Ascend_-_New_Bedford_-_Recordkeeping_Procedures.pdf	pdf	5e7bb2a4554b033566cce8e1	03/25/2020
Maintaining of financial records	Ascend_-_New_Bedford_-_Maintaining_of_Financial_Records.pdf	pdf	5e7bb2b0482e703583b794c7	03/25/2020
Qualifications and training	Ascend_-_New_Bedford_-_Qualifications_and_Training.pdf	pdf	5e7bb31a5f1da0353e2b0f17	03/25/2020



**MARIJUANA RETAILER SPECIFIC REQUIREMENTS**

No documents uploaded

No documents uploaded

**ATTESTATIONS**

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

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

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

Notification: I Understand

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

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

Notification: I Understand

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**HOURS OF OPERATION**

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

## 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).

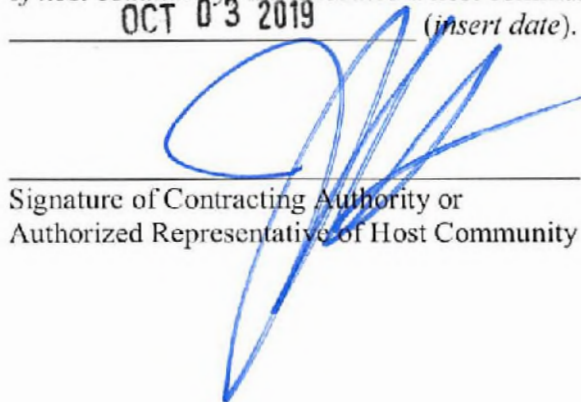
### Applicant

I, Stephen S. Brown, Esq., (insert name) certify as an authorized representative of Southcoast Apothecary, LLC (insert name of applicant) that the applicant has executed a host community agreement with the City of New Bedford (insert name of host community) pursuant to G.L.c. 94G § 3(d) on October 3, 2019 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, JONATHAN F. MITCHELL, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for THE CITY OF NEW BEDFORD (insert name of host community) to certify that the applicant and THE CITY OF NEW BEDFORD (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on OCT 03 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community



March 12, 2020

Cannabis Control Commission  
Union Station, 2 Washington Square  
Worcester, MA 01604  
cannabislicensing@cccmass.com

Re: Explanation of Signature on HCA Certification Form.

To Whom it May Concern:

Please note that the Host Community Agreement (“HCA”) Certification Form uploaded as part of this application was executed by Mr. Stephen S. Brown Esq. At the time of the execution of the HCA with the City of New Bedford, Attorney Brown served as outside counsel to Southcoast Apothecary, LLC and was authorized to execute this document. Attorney Brown no longer serves in that role and does not otherwise have any control (direct or indirect) over or financial interest in Southcoast Apothecary, LLC.

Sincerely,

DocuSigned by:  
A blue ink signature of Francis Perullo.  
4145BE165974490...

Francis Perullo



### **Plan to Remain Compliant with Local Zoning**

The City of New Bedford (the “City”) amended its Zoning Ordinance at a City Council hearing on September 13, 2018, to allow the dispensing of marijuana for adult-use in the Industrial A (IA), B (IB) and C (IC) zoning districts. Ascend will at all times remain compliant at all times with the local zoning requirements set forth in the City of New Bedford's Zoning Code.

Ascend is proposing to develop and operate a Marijuana Retailer Establishment at 115 Coggeshall Street, New Bedford, MA 02746. This site is located in the Industrial B zoning district, which permits the operation of a marijuana establishment, specifically a marijuana retail, facility pursuant to Section 4131B(i) of the New Bedford Zoning Ordinance (the “Ordinance”), subject to the granting of a Special Permit from the Planning Board (the “Board”).

Ascend has discussed its marijuana retail facility with City officials, including the special committee on cannabis regulation, Mayor’s office, planning department, building department, police department, and health department and has appeared before the City Council and entered into a host community agreement with the City. Ascend appeared before the City Council on September 23, 2019 and September 26, 2019.

Additionally, the Ordinance requires that Ascend be in receipt of a Provisional License from the Commission prior to applying for a Special Permit from the Board. Accordingly, Ascend will apply for, and diligently pursue, a Special Permit from the Board in the event that it is issued a Provisional License from the Commission. Ascend plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting. Finally, Ascend hereby submits that it will continue to comply with all local and state requirements

## 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, Frank Perullo, (*insert name*) attest as an authorized representative of Southcoast Apothecary, 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 October 17, 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 October 9, 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 October 7, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on October 7, 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**  
**Newspaper Notice**



**979-4408**

Feel right **AT Home** in our Real Estate section.

Look for Real Estate in the "At Home" section of The Standard Times.

from ST

**Place  
for 1  
in 1  
only a**

**TO PLACE YOUR**

Go to [www.auctiions.com](http://www.auctiions.com) and click on Classified, and off Italy's Place for 1 in 1. Mid-affordable category and Free 11 new, click on trial

**Ad Deadline is Thurs**

**CRO**

**ACROSS**

- 1 Piece of information
- 5 Basketball net holder
- 8 Partly closed
- 12 Sly tactic
- 13 Author Umberto —
- 14 Lugosi of "Dracula"
- 15 Goido
- 17 Olive relative
- 18 Mary — Ash
- 19 Crayenne asode
- 20 Territory
- 21 Banana oil, e.g.
- 26 Love, in Madrid

**Place CLASSIFIED ADS  
for FREE THINGS SUNDAY  
in The Standard-Times  
only at [southcoasttoday.com](http://southcoasttoday.com)**

[illegible]

Assessments	Assessments	Assessments	Assessments
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## THAT SCRAMBLED WORD GAME

By David L. Hoyt and Jeff Knurek

You make waffles.  
I am.  
It's getting colder.

Hope you have plenty for me.

FIREWOOD FOR SALE

IT WAS COLD OUTSIDE,  
SO THE FIREWOOD  
SALESMAN --

## CROSSWORD PUZZLER

**ACROSS**

- 1 Piece of information
- 5 Basketball net holder
- 8 Partly closed
- 12 Sly tactic
- 13 Author Umberto —
- 14 Lugosi of "Dracula"
- 15 Oulid
- 17 Chive relative
- 18 Mary — Ash
- 19 Ceyenne abroad
- 20 Tempt
- 23 Banana cili, e.g.
- 26 Love in Madrid
- 27 Grain husk
- 36 Battery terminal
- 40 Count (ch)
- 41 Lower in esteem
- 44 Rumor, perhaps
- 46 Big wheels
- 47 Capital of South Australia
- 52 Joy Adamson's lioness
- 53 Mr. E. y of "Farzan" fame
- 54 Rocky ledge
- 55 Be too sweet
- 56 Maund —
- 57 Put up pictures

**Answer to Previous Puzzle**

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



**Attachment B**  
**Municipal Notice**

Law Office of

Stephen S. Brown, LLC



P.O. Box 50055  
New Bedford, MA 02745  
Telephone: (508) 999-4800  
Fax: (508) 990-0875  
Email: [steve@newbedfordlegal.net](mailto:steve@newbedfordlegal.net)

New Bedford City Clerk  
133 William Street  
Room 118  
New Bedford, MA 02740

Monday, October 7, 2019

Re: **Southcoast Apothecary, LLC**  
Notice of Community Outreach Meeting  
To be held at Whaler Inn  
500 Hathaway Rd., New Bedford, MA 02740  
October 17, 2019, at 6:30 p.m.

CITY CLERKS OFFICE  
NEW BEDFORD, MA  
2019 OCT -7 A 9:57  
CITY CLERK

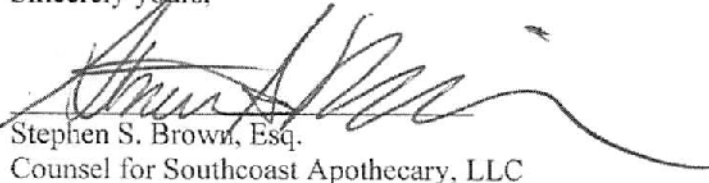
Dear New Bedford City Clerk:

Included herewith, please find Legal Notice of Community Outreach Meeting Regarding Adult Use Marijuana Establishment Proposed by Southcoast Apothecary, LLC.

**Please post a copy of the included notice at City Hall.**

Please contact me if you have any questions or concerns regarding this matter.

Sincerely yours,



Stephen S. Brown, Esq.  
Counsel for Southcoast Apothecary, LLC

cc. Offices of New Bedford City Clerk, Mayor, City Council, Planning Board, Board of Health, Licensing Board

SOUTHCOAST  
*APOTHECARY*

NATURAL WELLNESS & RECREATIONAL

EST. 2019

New Bedford City Clerk  
133 William Street  
Room 118  
New Bedford, MA 02740

CITY CLERKS OFFICE  
NEW BEDFORD, MA  
2019 OCT - 1 AM 10:57  
CITY CLERK

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING**  
**REGARDING AN ADULT USE MARIJUANA ESTABLISHMENT PROPOSED BY**  
**SOUTHCOAST APOTHECARY, LLC**

Notice is hereby given that a community outreach meeting for Southcoast Apothecary, LLC ("Southcoast")'s proposed Adult Use Marijuana Establishment is scheduled for Thursday, October 17, 2019, at the Whaler Inn and Suites, 500 Hathaway Road, New Bedford, MA 02740, at 6:30 p.m. The proposed Marijuana Retailer is anticipated to be located at 115 Coggeshall Street, New Bedford, MA 02745 (the "Property"). Community Members and members of the public are encouraged to attend, and will be permitted to ask questions and receive answers from representatives of Southcoast.

A copy of this notice is on file with the office of the Town Clerk, City Council, City Mayor, Planning Board, Board of Health, and Licensing Board at New Bedford City Hall, 133 William Street, New Bedford, Massachusetts, 02740. A copy of this notice was published in a newspaper of general circulation and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.



Law Office of

Stephen S. Brown, LLC



P.O. Box 50055  
New Bedford, MA 02745  
Telephone: (508) 999-4800  
Fax: (508) 990-0875  
Email: [steve@newbedfordlegal.net](mailto:steve@newbedfordlegal.net)

Mayor's Office of the City of New Bedford  
133 William Street  
Room 311  
New Bedford, MA 02740

OCT 7 2019 AM 10:05  
CITY OF NEW BEDFORD

MAYOR'S OFFICE

Monday, October 7, 2019

Re: **Southcoast Apothecary, LLC**  
Notice of Community Outreach Meeting  
To be held at Whaler Inn  
500 Hathaway Rd., New Bedford, MA 02740  
October 17, 2019, at 6:30 p.m.

Dear Office of New Bedford Mayor, Jon F. Mitchell:

Included herewith, please find Legal Notice of Community Outreach Meeting Regarding Adult Use Marijuana Establishment Proposed by Southcoast Apothecary, LLC.

Please contact me if you have any questions or concerns regarding this matter.

Sincerely yours,

Stephen S. Brown, Esq.  
Counsel for Southcoast Apothecary, LLC

cc. Offices of New Bedford City Clerk, Mayor, City Council, Planning Board, Board of Health, Licensing Board

SOUTHCOAST  
*APOTHECARY*

NATURAL WELLNESS & RECREATIONAL

EST. 2019

Mayor's Office of the New Bedford  
133 William Street  
Room 311  
New Bedford, MA 02740

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING**  
**REGARDING AN ADULT USE MARIJUANA ESTABLISHMENT PROPOSED BY**  
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Law Office of

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New Bedford, MA 02745  
Telephone: (508) 999-4800  
Fax: (508) 990-0875  
Email: [steve@newbedfordlegal.net](mailto:steve@newbedfordlegal.net)

Office of the Planning Board for the City of New Bedford  
133 William Street  
Room 303  
New Bedford, MA 02740

Monday, October 7, 2019

Re: **Southcoast Apothecary, LLC**  
Notice of Community Outreach Meeting  
To be held at Whaler Inn  
500 Hathaway Rd., New Bedford, MA 02745  
October 17, 2019, at 6:30 p.m.

Dear Planning Board for the City of New Bedford:

Included herewith, please find Legal Notice of Community Outreach Meeting Regarding Adult Use Marijuana Establishment Proposed by Southcoast Apothecary, LLC.

Please contact me if you have any questions or concerns regarding this matter.

Sincerely yours,

---

Stephen S. Brown, Esq.  
Counsel for Southcoast Apothecary, LLC

cc. Offices of New Bedford City Clerk, Mayor, City Council, Planning Board, Board of Health, Licensing Board

OCT 07 2019

SOUTHCOAST  
*APOTHECARY*

NATURAL WELLNESS & RECREATIONAL

EST. 2019

Office of the Planning Board for the City of New Bedford  
133 William Street  
Room 303  
New Bedford, MA 02740

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING**  
**REGARDING AN ADULT USE MARIJUANA ESTABLISHMENT PROPOSED BY**  
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Email: [steve@newbedfordlegal.net](mailto:steve@newbedfordlegal.net)

City of New Bedford Licensing Board  
133 William Street  
Room 206  
New Bedford, MA 02740

Monday, October 7, 2019

Re: **Southcoast Apothecary, LLC**  
Notice of Community Outreach Meeting  
To be held at Whaler Inn  
500 Hathaway Rd., New Bedford, MA 02745  
October 17, 2019, at 6:30 p.m.

Dear City of New Bedford Licensing Board:

Included herewith, please find Legal Notice of Community Outreach Meeting Regarding Adult Use Marijuana Establishment Proposed by Southcoast Apothecary, LLC.

Please contact me if you have any questions or concerns regarding this matter.

Sincerely yours,

Stephen S. Brown, Esq.  
Counsel for Southcoast Apothecary, LLC

cc. Offices of New Bedford City Clerk, Mayor, City Council, Planning Board, Board of Health, Licensing Board

OCT 7 - REC'D  
NP



SOUTHCOAST  
*APOTHECARY*

NATURAL WELLNESS & RECREATIONAL

EST. 2019

City of New Bedford Licensing Board  
133 William Street  
Room 206  
New Bedford, MA 02740

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING**  
**REGARDING AN ADULT USE MARIJUANA ESTABLISHMENT PROPOSED BY**  
**SOUTHCOAST APOTHECARY, LLC**

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Law Office of

Stephen S. Brown, LLC



P.O. Box 50055  
New Bedford, MA 02745  
Telephone: (508) 999-4800  
Fax: (508) 990-0875  
Email: [steve@newbedfordlegal.net](mailto:steve@newbedfordlegal.net)

City of New Bedford Health Department  
1213 Purchase Street  
New Bedford, MA 02740

Monday, October 7, 2019

Re: **Southcoast Apothecary, LLC**  
Notice of Community Outreach Meeting  
To be held at Whaler Inn  
500 Hathaway Rd., New Bedford, MA 02745  
October 17, 2019, at 6:30 p.m.

Dear City of New Bedford Health Department:

Included herewith, please find Legal Notice of Community Outreach Meeting Regarding Adult Use Marijuana Establishment Proposed by Southcoast Apothecary, LLC.

Please contact me if you have any questions or concerns regarding this matter.

Sincerely yours,

Stephen S. Brown, Esq.  
Counsel for Southcoast Apothecary, LLC

cc. Offices of New Bedford City Clerk, Mayor, City Council, Planning Board, Board of Health, Licensing Board



SOUTHCOAST  
*APOTHECARY*

NATURAL WELLNESS & RECREATIONAL

EST. 2019

City of New Bedford Health Department  
1213 Purchase Street  
New Bedford, MA 02740

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING**  
**REGARDING AN ADULT USE MARIJUANA ESTABLISHMENT PROPOSED BY**  
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Law Office of  
Stephen S. Brown, LLC



P.O. Box 50055  
New Bedford, MA 02745  
Telephone: (508) 999-4800  
Fax: (508) 990-0875  
Email: [steve@newbedfordlegal.net](mailto:steve@newbedfordlegal.net)

City Council Office of New Bedford  
133 William Street  
Room 215  
New Bedford, MA 02740

Monday, October 7, 2019

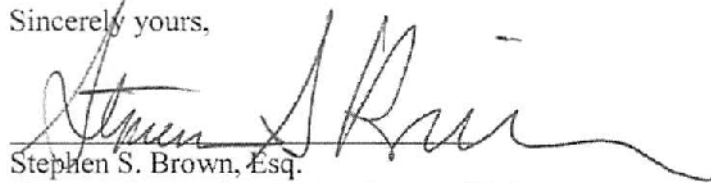
Re: **Southcoast Apothecary, LLC**  
Notice of Community Outreach Meeting  
To be held at Whaler Inn  
500 Hathaway Rd., New Bedford, MA 02740  
October 17, 2019, at 6:30 p.m.

Dear Office of City Council Office of New Bedford:

Included herewith, please find Legal Notice of Community Outreach Meeting Regarding Adult Use Marijuana Establishment Proposed by Southcoast Apothecary, LLC.

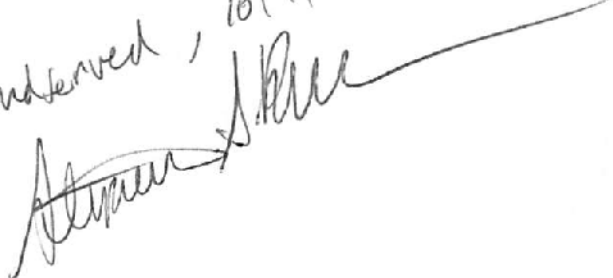
Please contact me if you have any questions or concerns regarding this matter.

Sincerely yours,



Stephen S. Brown, Esq.  
Counsel for Southcoast Apothecary, LLC

cc. Offices of New Bedford City Clerk, Mayor, City Council, Planning Board, Board of Health, Licensing Board

Handserved, 10/7/19  


SOUTHCOAST  
*APOTHECARY*

NATURAL WELLNESS & RECREATIONAL

EST. 2019

City of New Bedford City Council Office  
133 William Street  
Room 215  
New Bedford, MA 02740

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING**  
**REGARDING AN ADULT USE MARIJUANA ESTABLISHMENT PROPOSED BY**  
**SOUTHCOAST APOTHECARY, LLC**

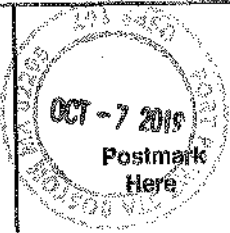
Notice is hereby given that a community outreach meeting for Southcoast Apothecary, LLC ("Southcoast")'s proposed Adult Use Marijuana Establishment is scheduled for Thursday, October 17, 2019, at the Whaler Inn and Suites, 500 Hathaway Road, New Bedford, MA 02740, at 6:30 p.m. The proposed Marijuana Retailer is anticipated to be located at 115 Coggeshall Street, New Bedford, MA 02745 (the "Property"). Community Members and members of the public are encouraged to attend, and will be permitted to ask questions and receive answers from representatives of Southcoast.


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**Attachment C**  
**Abutter Notice**

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

USPS® ARTICLE NUMBER 9414 7266 9904 2138 7484 91 Acushnet, MA 02743	
Certified Mail Fee \$ Return Receipt (Hardcopy) \$ Return Receipt (Electronic) \$ Certified Mail Restricted Delivery \$ Postage 108969-000000 \$ Total Postage and Fees \$	
Sent to:	
Reference Information	
PS Form 3800, Facsimile, July 2015	

Return Receipt (Form 3811) Barcode  9414 7266 9904 2138 7484 91	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input type="checkbox"/> Agent X <i>Kerry Ward</i> <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
1. Article Addressed to: [Redacted] 867 Middle Road Acushnet, MA 02743	Reference Information 3. Service Type: <input checked="" type="checkbox"/> Certified Mail 108969-000000 <input type="checkbox"/> Certified Mail Restricted Delivery Reference Information [Redacted]
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2138 7484 91	

PS Form 3811, Facsimile, July 2015

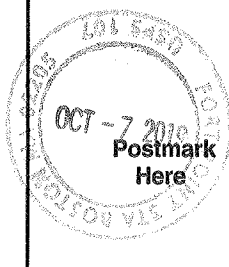
Domestic Return Receipt

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7485 52

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage \$  
Total Postage and Fees \$



Sent to: [Redacted] oration

PO Box 182571  
Columbus, OH 43218

Reference Information

Ashley Tan  
108969-000000

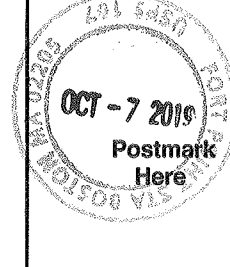
PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7484 91  
Acushnet, MA 02743

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000  
Total Postage and Fees \$



Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

9414 7266 9904 2097 2095 21

TO: [Redacted]  
867 Middle Road  
Acushnet, MA 02743

SENDER: [Redacted]

REFERENCE: 108969-000000

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

**USPS®**  
**Receipt for**  
**Certified Mail®**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



9414 7266 9904 2097 2095 38

TO: [Redacted]  
867 Middle Road  
Acushnet, MA 02743

SENDER: [Redacted]

REFERENCE: 108969-000000

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

**USPS®**  
**Receipt for**  
**Certified Mail®**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE





9414 7266 9904 2097 2095 83

TO: [REDACTED] LLC  
875 East Street  
Tewksbury, MA 01876-1469

SENDER: Ashley Tan

REFERENCE: 108969-000000

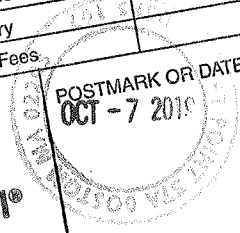
PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage	
Certified Fee	
Return Receipt Fee	
Restricted Delivery	
Total Postage & Fees	

USPS®  
Receipt for  
Certified Mail®

No Insurance Coverage Provided  
Do Not Use for International Mail



WALZ  
FROM  
CERTIFIED  
MAILER®

WALZ

Label #1

PO Box 182571  
Columbus, OH 43218

Label #2

PO Box 182571  
Columbus, OH 43218

Label #3

Suite 3700  
Boston, 02110

**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

PS Form 3800, Facsimile, July 2015

USPS ARTICLE NUMBER  
9414 7266 9904 2138 7484 60  
PO Box 182571

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)



Columbus, OH 43218

Label #6 - Return Receipt Barcode (Sender's Record)



9414 7266 9904 2138 7484 63

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2138 7484 60

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7484 63

1. Article Addressed to:

PO Box 182571  
Columbus, OH 43218

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7484 60

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ  
CERTIFIED  
MAILER®

FROM

**WALZ**

Label #1

867 Middle Road  
Acushnet, MA 02743

Label #2

867 Middle Road  
Acushnet, MA 02743

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

USPS® ARTICLE NUMBER  
9414 7266 9904 2138 7484 77

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

TEAR ALONG THIS LINE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

867 Middle Road  
Acushnet, MA 02743

Label #6 - Return Receipt Barcode (Sender's Record)



108969-000000 9904 2138 7484 70

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2138 7484 77

Certified Article Number

9414 7266 9904 2138 7484 77

SENDER'S RECORD

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7484 70

1. Article Addressed to:

867 Middle Road  
Acushnet, MA 02743

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7484 77

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A. Signature ☐ Agent  
☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
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If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ  
FROM  
CERTIFIED  
MAILER®

WALZ

Label #1

867 Middle Road  
Acushnet, MA 02743

Label #2

867 Middle Road  
Acushnet, MA 02743

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

U.S. Postal Service®  
**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

USPS® ARTICLE NUMBER  
9414 7266 9904 2138 7484 84

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

TEAR ALONG THIS LINE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

867 Middle Road  
Acushnet, MA 02743

Label #6 - Return Receipt Barcode (Sender's Record)



108969-000000 9904 2138 7484 87

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2138 7484 84

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7484 87

1. Article Addressed to:

867 Middle Road  
Acushnet, MA 02743

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7484 84

PS Form 3811, Facsimile, July 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

WALZ  
FROM  
CERTIFIED  
MAILER®

WALZ

Label #1

867 Middle Road  
Acushnet, MA 02743

Label #2

867 Middle Road  
Acushnet, MA 02743

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER  
9414 7266 9904 2138 7484 91

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

TEAR ALONG THIS LINE

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

867 Middle Road  
Acushnet, MA 02743

Label #6 - Return Receipt Barcode (Sender's Record)



108969-000000 9904 2138 7484 94

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2138 7484 91

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7484 94

1. Article Addressed to:

867 Middle Road  
Acushnet, MA 02743

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7484 91

PS Form 3811, Facsimile, July 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

Thank you for using Return Receipt Service

Domestic Return Receipt

WALZ  
FROM  
CERTIFIED  
MAILER®

WALZ

Label #1

115 Coggeshall Street  
New Bedford, MA 02746

Label #2

115 Coggeshall Street  
New Bedford, MA 02746

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

Label #5 (OPTIONAL)

115 Coggeshall Street  
New Bedford, MA 02746

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2138 7485 00

# CERTIFIED MAIL® RECEIPT

Domestic Mail Only

Paul R. Rommel and Michael R. Rommel

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7485 07  
New Bedford, MA 02746

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2138 7485 07

FOLD AND TEAR THIS WAY

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7485 00

1. Article Addressed to:

115 Coggeshall Street  
New Bedford, MA 02746

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7485 07

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
**X** ☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ  
FROM  
CERTIFIED  
MAILER®

WALZ

Label #1

c/o 7-11 Inc.  
Tenants Tax Dept.  
PO Box 711  
Dallas, TX 75221-0711

Label #2

c/o 7-11 Inc.  
Tenants Tax Dept.  
PO Box 711  
Dallas, TX 75221-0711

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

c/o 7-11 Inc.  
Tenants Tax Dept.  
PO Box 711  
Dallas, TX 75221-0711

Label #6 - Return Receipt Barcode (Sender's Record)



108969-000000 9904 2138 7485 17

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7485 17

1. Article Addressed to:

c/o 7-11 Inc.  
Tenants Tax Dept.  
PO Box 711  
Dallas, TX 75221-0711

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7485 14

PS Form 3811, Facsimile, July 2015

# CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7485 14

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$

Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$

Postage 108969-000000 \$  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2138 7485 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

Domestic Return Receipt

WALZ  
CERTIFIED  
MAILER®

FROM

WALZ

Label #1

867 Middle Road  
Acushnet, MA 02743

Label #2

867 Middle Road  
Acushnet, MA 02743

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

# CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER  
9414 7266 9904 2138 7485 21  
Acushnet, MA 02743

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

TEAR ALONG THIS LINE

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

867 Middle Road  
Acushnet, MA 02743

Label #6 - Return Receipt Barcode (Sender's Record)



108969-000000 9904 2138 7485 24

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2138 7485 21

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7485 24

1. Article Addressed to:

867 Middle Road  
Acushnet, MA 02743

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7485 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
**X** ☒ Addressee  
B. Received by (Printed Name) C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:  
☒ Certified Mail 108969-000000  
☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt



WALLZ  
FROM  
CERTIFIED  
MAILER®

FROM

WALLZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2097 2095 21

Label #1

867 Middle Road  
Acushnet, MA 02743

Label #2

867 Middle Road  
Acushnet, MA 02743

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

TO:

Highwayview LLC  
867 Middle Road  
Acushnet, MA 02743

SENDER: Ashley Tan

REFERENCE: 108969-000000

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for  
Certified Mail®

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

867 Middle Road  
Acushnet, MA 02743

Charge  
Amount:

Charge  
To:

108969-000000

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2097 2095 21

Certified Article Number

9414 7266 9904 2097 2095 21

SENDERS RECORD

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

2. Article Number



9414 7266 9904 2097 2095 21

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

867 Middle Road  
Acushnet, MA 02743

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent

☐ Addressee

**X**

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes

☐ No

Reference Information

108969-000000

Ashley Tan

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

WALZ  
CERTIFIED  
MAILER®

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2097 2095 38

Label #1

867 Middle Road  
Acushnet, MA 02743

Label #2

867 Middle Road  
Acushnet, MA 02743

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

TO:

Riverside Landing LLC  
867 Middle Road  
Acushnet, MA 02743

SENDER: Ashley Tan

REFERENCE: 108969-000000

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for  
Certified Mail®

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

867 Middle Road  
Acushnet, MA 02743

Charge  
Amount:

Charge  
To:

108969-000000

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2097 2095 38

2. Article Number



9414 7266 9904 2097 2095 38

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

867 Middle Road  
Acushnet, MA 02743

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

Reference Information

108969-000000

Ashley Tan

PS Form 3811, January 2005

Domestic Return Receipt

Certified Article Number

9414 7266 9904 2097 2095 38

SENDERS RECORD

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

WALZ  
CERTIFIED  
MAILER®

FROM

WALZ

U.S. PAT. NO. 5,501,393

9414 7266 9904 2097 2095 83

Label #1  
875 East Street  
Tewksbury, MA 01876-1469

Label #2  
875 East Street  
Tewksbury, MA 01876-1469

Label #3  
Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

TO:  
DSM MB II LLC  
c/o Demoulas Super Markets Inc  
875 East Street  
Tewksbury, MA 01876-1469

SENDER: Ashley Tan

REFERENCE: 108969-000000

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®  
Receipt for  
Certified Mail®

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

875 East Street  
Tewksbury, MA 01876-1469

Charge  
Amount:

Charge  
To: 108969-000000

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2097 2095 83

2. Article Number



9414 7266 9904 2097 2095 83

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

875 East Street  
Tewksbury, MA 01876-1469

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

Reference Information

108969-000000

Ashley Tan

PS Form 3811, January 2005

Domestic Return Receipt

Certified Article Number

9414 7266 9904 2097 2095 83

SENDERS RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

WALL  
FROM  
CERTIFIED  
MAILER®

WALL

Label #1 [REDACTED]  
875 East Street  
Tewksbury, MA 01876-1469

Label #2 [REDACTED]  
875 East Street  
Tewksbury, MA 01876-1469

Label #3  
Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

[REDACTED]  
875 East Street  
Tewksbury, MA 01876-1469

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2138 7485 31

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7485 31

1. Article Addressed to:

[REDACTED]  
875 East Street  
Tewksbury, MA 01876-1469

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7485 38

PS Form 3811, Facsimile, July 2015

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

USPS® ARTICLE NUMBER  
9414 7266 9904 2138 7485 38

Certified Mail Fee \$  
Tewksbury, MA 01876-1469

Return Receipt (Hardcopy) \$

Return Receipt (Electronic) \$  
Ashley Tan

Certified Mail Restricted Delivery \$

Postage 108969-000000 \$

Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2138 7485 38

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent

X ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:

☒ Certified Mail 108969-000000

☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

Thank you for using Return Receipt Service

WALL  
FROM  
CERTIFIED  
MAILER®

WALL

Label #1 [Redacted]  
875 East Street  
Tewksbury, MA 01876-1469

Label #2 [Redacted]  
875 East Street  
Tewksbury, MA 01876-1469

Label #3  
Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, 02110

U.S. Postal Service®  
**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

PS Form 3800, Facsimile, July 2015

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7486 06  
875 East Street

Tewksbury, MA 01876-1469

Certified Mail Fee \$

Return Receipt (Hardcopy) \$

Return Receipt (Electronic) \$

Certified Mail Restricted Delivery \$

Postage 108969-000000 \$

Total Postage and Fees \$

Postmark  
Here

Sent to:

Reference Information

TEAR ALONG THIS LINE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

[Redacted]  
875 East Street  
Tewksbury, MA 01876-1469

Label #6 - Return Receipt Barcode (Sender's Record)



108969-000000 9904 2138 7486 09

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9414 7266 9904 2138 7486 06

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode



9590 9266 9904 2138 7486 09

1. Article Addressed to:

[Redacted]  
Tewksbury, MA 01876-1469

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2138 7486 06

PS Form 3811, Facsimile, July 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Reference Information

3. Service Type:

☒ Certified Mail 108969-000000

☐ Certified Mail Restricted Delivery

Reference Information  
Ashley Tan

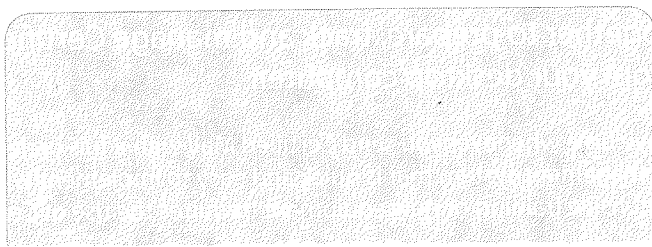
Thank you for using Return Receipt Service

**WALZ  
CERTIFIED  
MAILER®**

FROM

**WALZ**

Label #1



Label #2

PO Box 182571  
Columbus, OH 43218

Label #3

Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, MA 02110

← TEAR ALONG THIS LINE

**FOLD AND TEAR THIS WAY → OPTIONAL**

**Label #5 (OPTIONAL)**

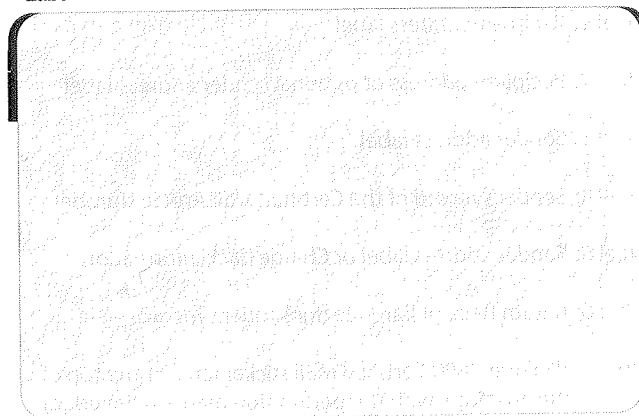
Prince Lobel Tye LLP  
One International Place  
Suite 3700  
Boston, MA 02110

**Label #6 - Return Receipt Barcode (Sender's Record)**



9590 9266 9904 2138 7485 55

**Label #7 - Certified Mail Article Number**



**FOLD AND TEAR THIS WAY →**

**A**

**B**

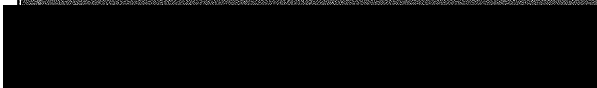
**Label #4**

**Certified Article Number**

9414 7266 9904 2138 7485 52

**SENDER'S RECORD**

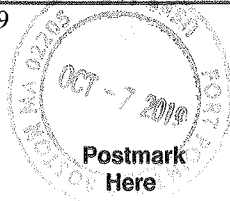
**U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT**



875 East Street

Tewksbury, MA 01876-1469

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

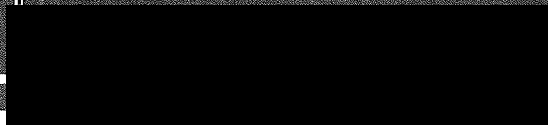


Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

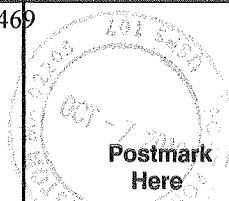
**U.S. Postal Service®**



875 East Street

Tewksbury, MA 01876-1469

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$

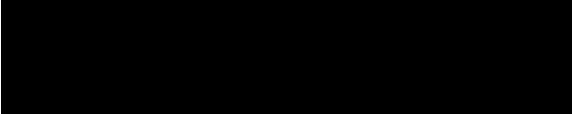


Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

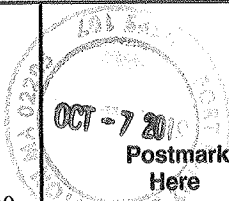
**U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT**



Tenants Tax Dept.

PO Box 711  
Dallas, TX 75221-0711

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$



Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT**



4414 Coggeshall Street  
New Bedford, MA 02746

Certified Mail Fee \$  
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Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$



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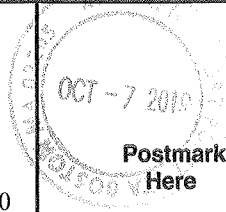
Reference Information

PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
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9414 7266 9904 2138 7484 77  
Acushnet, MA 02743

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Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$



Sent to:

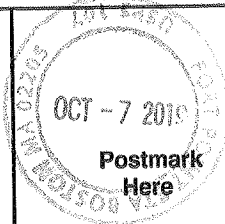
Reference Information

PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
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867 Middle Road  
9414 7266 9904 2138 7484 84  
Acushnet, MA 02743

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$



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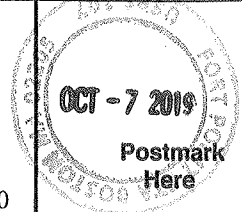
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PS Form 3800, Facsimile, July 2015

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Domestic Mail Only

9414 7266 9904 2138 7485 21  
Acushnet, MA 02743

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$



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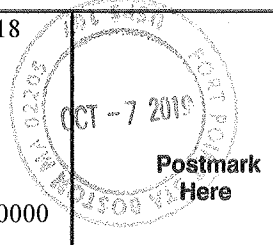
Reference Information

PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
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PO Box 182571  
Columbus, OH 43218

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Ashley Tan  
Certified Mail Restricted Delivery \$  
Postage 108969-000000 \$  
Total Postage and Fees \$



Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

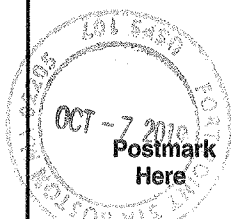


**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7485 52

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage \$



PO Box 182571  
Columbus, OH 43218

Ashley Tan

108969-000000

Reference Information

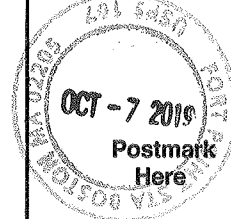
PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2138 7484 91  
Acushnet, MA 02743

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage 108969-000000  
Total Postage and Fees \$



Sent to:

Reference Information

PS Form 3800, Facsimile, July 2015

9414 7266 9904 2097 2095 21

TO:

867 Middle Road  
Acushnet, MA 02743

**SENDER:** Ashley Tan

**REFERENCE:** 108969-000000

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage  
Certified Fee  
Return Receipt Fee  
Restricted Delivery  
Total Postage & Fees

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Do Not Use for International Mail

POSTMARK OR DATE

OCT - 7 2019

9414 7266 9904 2097 2095 38

TO:

867 Middle Road  
Acushnet, MA 02743

**SENDER:** Ashley Tan

**REFERENCE:** 108969-000000

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage  
Certified Fee  
Return Receipt Fee  
Restricted Delivery  
Total Postage & Fees

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POSTMARK OR DATE

OCT - 7 2019

9414 7266 9904 2097 2095 83

TO

875 East Street  
Tewksbury, MA 01876-1469

**SENDER:** Ashley Tan

**REFERENCE:** 108969-000000

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

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OCT - 7 2019

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## **Plan for Positive Impact on Areas of Disproportionate Impact**

### **Overview**

Ascend is dedicated to serving and supporting areas of disproportionate impact, which the Cannabis Control 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.
6. To support such populations, Ascend has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created numerous goals and priorities.

### **Goals**

Ascend seeks to:

1. Reduce barriers to entry in the commercial adult-use cannabis industry; and
2. Provide business assets (time, organization skills, financial resources) towards endeavors that will have a positive impact towards the promotion of sustainable, socially, and economically reparative practices in the cannabis industry in Massachusetts.

### **Programs**

Our commitment is an essential part of the company’s ethos. Specifically, Ascend will:

1. In partnership with Suffolk County Sheriff Steven W. Tompkins, Ascend intends to hire ex-offenders from the Suffolk County House of Corrections that have completed job-training and re-entry programs to work within Ascend’s dispensary and who otherwise meet Ascend’s criteria for employment. As outlined below, Ascend’s goal is to hire six individuals through this program; and
2. Establish an independent charitable foundation in partnership with Ascend Wellness Holdings, LLC.

These initiatives are further outlined in the plan below.

### Re-Entry Programs

Ascend will develop a partnership with the Suffolk County Sheriff Department (“SCSD”) to provide referrals of qualified applicants, with a specific focus on hiring individuals with past drug convictions, that have completed job-training and re-entry programs, are under court supervision, and who otherwise meet Ascend’s criteria for employment. This initiative will be managed by the Chief Executive Officer, Human Resources Director, and Dispensary Manager.

Ascend will initially measure its progress through the successful development of a partnership with SCSD. Based on the specifics of that partnership, Ascend’s goal is to hire six (6) individuals from this partnership. All employees will receive significant training to reduce barriers to entry to the cannabis industry.

If Ascend does not meet its goals, it must exceed its above-described hiring goals the following year by the number it missed the year before.

### The WeGrow Foundation

Ascend will contribute 0.5% of its net revenue to the WeGrow Foundation (the “Foundation”), a fund set up by Ascend Wellness Holdings, LLC, the parent company of the applicant Southcoast Apothecary, LLC (d/b/a Ascend). It will be independently run, with its own President/CEO, Executive Director and Board. The specific organizations, businesses and individuals who might receive grants or other assistance from the Foundation will be chosen by the Foundation, based upon the purpose, goals and criteria that it chooses. As an operationally-independent charitable organization, the Foundation, through grants and other giving, will support eligible organizations and programs that provide services to:

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.

The Foundation will have a board comprised of independent directors with no affiliation or financial interest in Ascend or Ascend Wellness Holdings, LLC. Ms. Cabral is serving on the board in an interim capacity until the final board is selected and installed, at which time she will resign.

## **Measurement**

The Community Engagement Officer will administer the Plan. The Community Engagement Officer will be responsible developing specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Ascend meets the Plan's goals. Ascend will audit the Plan annually upon license renewal and will disclose and track measurement metrics. Metrics tracked will include the following:

1. Number of employees hired as part of Ascend's partnership with SCSD. The applicant will count the number of employees hired as part of this partnership and compare to its goal number of six;
2. Funds raised by the WeGrow Foundation; and
3. Measures undertaken by the WeGrow Foundation that positively impact areas of disproportionate impact. The applicant will outline a list of all of the philanthropic activities that the WeGrow Foundation has undertaken and prepare documentation outlining how they meet the specific goals of the Cannabis Control Commission.

These metrics will be evaluated every year upon license renewal. Ascend acknowledges that the progress and success of this Plan must be documented one year from provisional licensure and each year thereafter.

## **Disclosures**

Ascend 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 Ascend will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

As identified above, Ascend will donate to the Foundation and acknowledges that the Foundation has been contacted and will receive the donation described herein.



STEVEN W. TOMPKINS  
SHERIFF

# Suffolk County Sheriff's Department

Jail  
200 Nashua Street  
Boston, MA 02114  
(617) 635-1100

House of Correction  
20 Bradston Street  
Boston, MA 02118  
(617) 635-1000



September 5, 2019

Cannabis Control Commission  
101 Federal Street  
13th Floor  
Boston, MA 02110

To Whom It May Concern:

This letter confirms that the Suffolk County Sheriff's Department has agreed to partner with Ascend Mass, LLC to refer and help screen appropriate candidates for employment in their retail stores. The candidates will be graduates of our Common Ground Institute (CGI) re-entry program. As part of the CGI program, the Sheriff's Department trains and prepares candidates for employment and regularly works with employers who are willing to hire them.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Steven W. Tompkins  
Sheriff

June 8, 2020

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

To Whom It May Concern:

I write in my capacity as President and CEO of the WeGrow Foundation which is registered with the Secretary of the Commonwealth and applying to the Internal Revenue Service for a 501c(3) designation.

The consequences of disproportionate impact are intergenerational. In particular, the challenges faced by children of incarcerated parents and children of parents who experience chronic CORI- related unemployment and other CORI-related economic consequences are wide-ranging and well documented. As an operationally independent charitable organization, the WeGrow Foundation, through grants and other giving, will help support eligible organizations and programs in Boston and other areas of disproportionate impact that provide services to this and other affected populations.

The WeGrow Foundation will accept any funds donated to it from Ascend Mass, LLC.

Please do not hesitate to contact me if we can provide any additional information.

Sincerely,

A handwritten signature in black ink that reads "Leslie E. Harris". The signature is fluid and cursive, with the first name "Leslie" and last name "Harris" clearly legible, and "E." as a middle initial.

The Hon. Leslie Harris (Ret.), President & CEO  
The WeGrow Foundation  
137 Lewis Wharf  
Boston, MA 02110  
(617) 596-1425



William Francis Galvin  
Secretary of the  
Commonwealth

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

October 10, 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

**SOUTHCOAST APOTHECARY, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 22, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**MICHAEL DAMASO, TROY M DEMELLO, ERIC J COSTA**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL DAMASO, TROY M DEMELLO, ERIC J COSTA**

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



In testimony of which,

I have hereunto affixed the

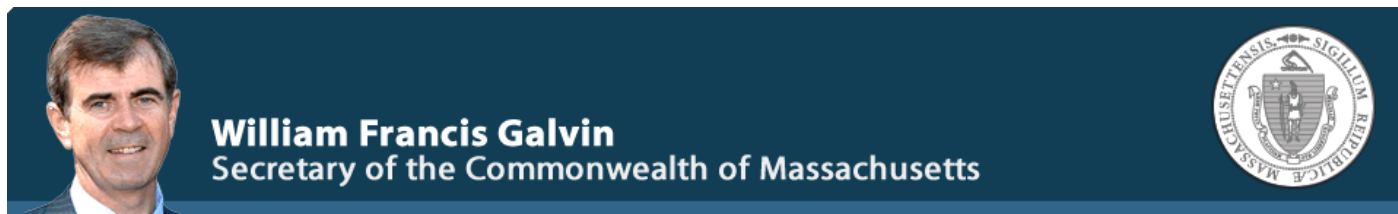
Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





# Corporations Division

## Business Entity Summary

**ID Number:** 001370265

[Request certificate](#)

[New search](#)

**Summary for:** SOUTHCOAST APOTHECARY, LLC

**The exact name of the Domestic Limited Liability Company (LLC):** SOUTHCOAST APOTHECARY, LLC

**Entity type:** Domestic Limited Liability Company (LLC)

**Identification Number:** 001370265

**Date of Organization in Massachusetts:**  
02-22-2019

**Last date certain:**

**The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 170 HADLEY STREET

City or town, State, Zip code, NEW BEDFORD, MA 02745 USA

Country:

**The name and address of the Resident Agent:**

Name: MICHAEL DAMASO

Address: 170 HADLEY STREET

City or town, State, Zip code, NEW BEDFORD, MA 02745 USA

Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	MICHAEL DAMASO	170 HADLEY STREET NEW BEDFORD, MA 02745 USA
MANAGER	TROY M DEMELLO	170 HADLEY STREET NEW BEDFORD, MA 02745 USA
MANAGER	ERIC J COSTA	170 HADLEY STREET NEW BEDFORD, MA 02745 USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address

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

Title	Individual name	Address

☐ **Consent**

☐ **Confidential Data**

☐ **Merger Allowed**

☐ **Manufacturing**

**View filings for this business entity:**

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Cancellation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)

# **OPERATING AGREEMENT**

## **OF**

### **SOUTHCOAST APOTHECARY, LLC**

#### **A MASSACHUSETTS LIMITED LIABILITY COMPANY**

This Operating Agreement of Southcoast Apothecary, LLC (the "LLC"), dated as of February 22, 2019, is made by Michael Damaso, Troy M. Demelo, and Eric J. Costa (collectively, the "Members," and individually, a "Member"). The Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

#### **1. Name of LLC.**

The name of the LLC is Southcoast Apothecary, LLC (the "LLC").

#### **2. Business of LLC; Purposes and Powers.**

(a) The general character of the business of the LLC is to engage in the management of a licensed marijuana dispensary in the Commonwealth of Massachusetts and to engage in any activities directly or indirectly related or incidental thereto.

(b) The LLC shall be member-managed. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Members, by action of a majority in number thereof, unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required.

The Members shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Members shall be authorized, for and on behalf of the LLC to do the following:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

### **3. Office of the Limited Liability Company.**

The address of the office of the LLC for purposes of Section 5 of the Act is 170 Hadley Street, New Bedford, Massachusetts, 02745.

### **4. Agent for Service of Process.**

The name and address of the resident agent for service of process for the LLC is Michael Damaso, 170 Hadley Street, New Bedford, Massachusetts, 02745.

### **5. Members' Names and Business Addresses.**

The names and business addresses of the Members are set forth on Schedule A attached hereto.

### **6. Term of the LLC.**

(a) The term of the LLC commenced upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC as set forth in Section 6(b) below or pursuant to the Act).

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by Members whose capital

contributions to the LLC represent at least a majority of the capital contributions made by all Members.

#### **7. Capital Contributions, Capital Accounts and Liability of Members.**

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by all Members.

Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

#### **8. Return of Contributions.**

The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

#### **9. Share of Net Profits, Net Losses and Cash Distributions.**

(a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective capital contributions. Subject to the foregoing,

distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)) in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of such Member's contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

(c) Eric J. Costa shall be the "tax matters partner" of the LLC for purposes of the Code.

(d) No Member shall have any right to distributions respecting such Member's interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

#### **10. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.**

(a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

(b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

(c) A Member may not resign from or otherwise terminate such Member's membership in the LLC without the prior approval of all other Members.

(d) Additional Members may be admitted to the LLC if agreed to by all Members.

#### **11. Miscellaneous.**

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.

(b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) If and when the LLC has any cash receipts or expenses, the Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation (FDIC), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.

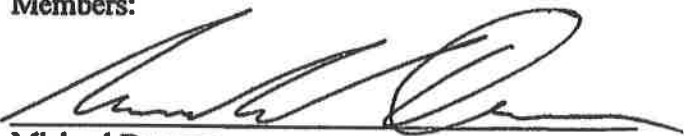
(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC.

(i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of such Member and such Member's successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

(j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

In Witness Whereof, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

Members:

A large, stylized handwritten signature in black ink, appearing to read 'Michael Damaso', written over a horizontal line.

Michael Damaso

A smaller, more fluid handwritten signature in black ink, appearing to read 'Troy M. Demelo', written over a horizontal line.

Troy M. Demelo

A handwritten signature in black ink, appearing to read 'Eric J. Costa', written over a horizontal line. The signature is quite stylized and extends below the line.

Eric J. Costa



**SOUTHCOAST APOTHECARY, LLC**

**SCHEDULE "A" OF OPERATING AGREEMENT**

**Members' names and business addresses:**

- (1) Michael Damaso, 170 Hadley Street, New Bedford, Massachusetts, 02745;
- (2) Troy M. Demello, 170 Hadley Street, New Bedford, Massachusetts, 02745; and
- (3) Eric J. Costa, 170 Hadley Street, New Bedford, Massachusetts, 02745.



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

mass.gov/dor

Letter ID: L0644960128  
Notice Date: October 15, 2019  
Case ID: 0-000-743-193



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SOUTHCOAST APOTHECARY, LLC  
170 HADLEY ST  
NEW BEDFORD MA 02745-6001

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

The Commissioner of Revenue certifies that, as of the date of this certificate, SOUTHCOAST APOTHECARY, 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



## Corporations Division

### Business Entity Summary

ID Number: 001370265

[Request certificate](#)[New search](#)Summary for: **SOUTHCOAST APOTHECARY, LLC**

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> SOUTHCOAST APOTHECARY, LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 001370265		
<b>Date of Organization in Massachusetts:</b> 02-22-2019		
<b>Last date certain:</b>		
<b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):		
Address: 170 HADLEY STREET		
City or town, State, Zip code, Country: NEW BEDFORD, MA 02745 USA		
<b>The name and address of the Resident Agent:</b>		
Name: DANIEL A. DIPIETRO, ESQ.		
Address: 10 BRYN MAWR RD		
City or town, State, Zip code, Country: WELLESLEY, MA 02482 USA		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
MANAGER	FRANCIS PERULLO	170 HADLEY STREET NEW BEDFORD, MA 02745 USA
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
Title	Individual name	Address
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
Title	Individual name	Address
REAL PROPERTY	FRANCIS PERULLO	170 HADLEY STREET NEW BEDFORD, MA 02745 USA
<input type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Confidential Data</b> <input type="checkbox"/> <b>Merger Allowed</b> <input type="checkbox"/> <b>Manufacturing</b>		
<b>View filings for this business entity:</b>		
<b>Comments or notes associated with this business entity:</b>		

[New search](#)



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

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



184434135

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Southcoast Apothecary, LLC  
170 HADLEY ST  
NEW BEDFORD, MA 02745-6001

EAN: 22161746  
March 31, 2020

Certificate Id:36529

The Department of Unemployment Assistance certifies that as of 3/31/2020 ,Southcoast Apothecary, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

**RECORD OF PAYMENT  
CITY CLERK'S OFFICE  
NEW BEDFORD, MASS.  
NO REFUNDS OR RETURNS**

**Tender Type :** Check

**Customer Name** Foley & Hoag

**3/27/2020**

<b>Item Description</b>	<b># of Units</b>	<b>Total Amount</b>
Business Certificate (40.00	1	\$40.00
<b>Total Amount Paid:</b>		\$40.00

**Receipt #** 158516



# BUSINESS CERTIFICATE

City of New Bedford

☒ New Filing

☐ Renewal

Filing Fee: \$40.00

This Certificate, file # 139163 Expires 3-27-2024

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of.

Business Name: Ascend  
(Please Print)

Corporate Name: Southcoast Apothecary, LLC  
(Please Print)

is conducted at 115 Coggeshall Street, New Bedford Zip 02746

Business Phone: 617-724-5844  
(Box not permitted)

by the following named person(s)

Owner Name: Ascend Wellness Holdings, LLC Owner Tel: 517-742-5844

Owner Home Address: 500 Totten Pond Road, Waltham, MA 02451

Owner Name 2: \_\_\_\_\_

Owner 2 Home Address: \_\_\_\_\_

Signed

*[Signature]*  
(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

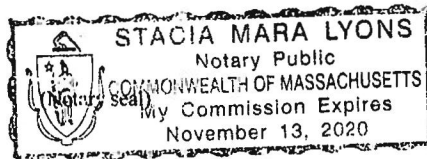
## Commonwealth of Massachusetts

County: Middlesex

Date 3/11/2020

Personally appeared before me, the named individual(s) Francis Perullo

On the above date and made oath that the foregoing statement is true.



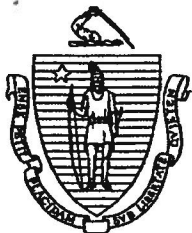
Signature:

*[Signature]*  
Notary Public / Designated Clerk

Commission Expires: 11/13/2020

**Important Notice:** This certificate expires four years from the date of issue. If you cease conducting business before that time, the law requires that you withdraw this certificate with the Office of the City Clerk. Any change of location, residence or owner must be filed in the office of the City Clerk. A business operating in violation of this State Law "shall be punished by a fine of not more than \$300. for each month during which such violation occurs."

**THIS CERTIFICATE DOES NOT GRANT PERMISSION TO CONDUCT BUSINESS IN VIOLATION OF ZONING LAWS.**



The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, MA 02111  
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: AWH MGMT GRP, LLC

Address: c/o AWH - 500 Totten Pond Road, 6th Floor

City/State/Zip: Waltham, MA 02451

Phone #: +1 (781) 703-7800

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 50 employees (full and/ or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Protective Insurance

Insurer's Address: P.O. Box 7099

City/State/Zip: Indianapolis, IN 46207

Policy # or Self-ins. Lic. #: SS-2307330-01

Expiration Date: 06/25/2020

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature:

Date: 03/11/2020

Print Name: Francis Perullo

Phone #:

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Permit/License #

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other

Contact Person:

Phone #:

Home Address



### **Plan for Obtaining Liability Insurance**

Ascend plans to contract with Eastern Insurance 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 and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Ascend will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Ascend will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Ascend will keep reports documenting compliance with 935 CMR 500.105(10).





**Ascend Mass, LLC**

**Business Plan**

**March 2020**

## **Table of Contents**

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## **1. EXECUTIVE SUMMARY**

### **1.1. Mission Statement and Message from the CEO**

Ascend is a medical and adult-use cannabis company that holds itself to a higher standard. As pioneers in an emerging industry in Massachusetts, we believe it is our duty to set an example as to how business should be conducted in the Commonwealth.

Ascend's executive management team members are life-long or long-time local residents who care deeply about maintaining the community fabric that makes the Eastern Massachusetts area special. Ascend is led by lifelong public servants with a deep-rooted commitment to social justice, community enrichment, and regulatory development and implementation.

We seek to lead through excellence in operational protocol, security, compliance, and education.

### **1.2. Our Values**

- We care about our customers' unique, individual needs.
- We provide an approachable and trusted cannabis experience.
- We deliver unrivaled quality, consistency and meticulously curated products.
- We simplify the customer experience with easy to understand effect-based categorization.
- We are a trusted partner in the community as a safe secure neighbor looking to make a positive impact.

### **1.3. License Type**

Ascend is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a Marijuana Establishment ("ME") Retailer license in New Bedford Massachusetts.

### **1.4. Product**

Ascend will sell a variety of product offerings that will be fully compliant with the guidelines and regulations set out by the Cannabis Control Commission.

Products that Ascend intends to offer include, but will not be limited to:

1. Sativa, indica, and hybrid cannabis flower
2. Pre-dosed oil vaporizers
3. Sublingual tablets

4. Topical salves, creams, and lotions
5. Concentrates
6. Food and beverages
7. Tinctures
8. Sprays
9. Patches
10. Capsules

### **1.5. Customers**

Ascend's target customers be adults 21 years of age and older. Ascend anticipates that most of its customers will live or work in the Greater New Bedford community.

### **1.6. What Drives Us**

Ascend's goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Ascend'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 particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Ascend and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Maintaining the Social Justice leadership rating from the Cannabis Control Commission;
9. Running an environmentally friendly ME in the Commonwealth of Massachusetts; and

10. Creating branded marijuana products that are safe, effective, consistent, and high quality.

## **2. COMPANY DESCRIPTION**

### **2.1. Structure**

Ascend is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Marijuana Retailer Establishment in the Commonwealth.

### **2.2. Operations**

Ascend’s New Bedford Marijuana Retailer Establishment will be located at 115 Coggeshall Street, New Bedford, MA 02746.

Ascend will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products and stored marijuana; conduct a monthly inventory of 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.

Ascend will tag and track all marijuana and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

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

Ascend 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. Records will be maintained for at least 12 months, or such longer periods as required pursuant to Commission regulations.

Ascend 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.

Ascend 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.

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

Prior to commencing operations, Ascend will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Ascend.

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

### **2.3. Security**

Ascend 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.

Ascend's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the New Bedford Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Ascend'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 Ascend will maintain a current list of individuals with access.

On-site consumption of marijuana by Ascend's employees and visitors will be prohibited. Ascend will have security personnel on-site during business hours.

## **3. MARKET RESEARCH**

### **3.1. Industry**

Ascend's proposed location is located in New Bedford.

### **3.2. Customers**

In Massachusetts, marijuana sales are expected to equal \$1.4 billion in 2025, according to New Frontier Data.

### **3.3. Competitors**

Ascend's competitors include other existing and proposed dispensaries in Southeastern Massachusetts.

### **3.4. Competitive Advantage**

Ascend's competitive advantages over its competition will include its focus on effect-based products and a comprehensive customer education process to ensure that new clientele receive a wide breadth of information about their choices in strain selection; product selection; method of consumption; and other relevant information.

Ascend will seek to offer customers a best-in-class retail experience that demonstrates excellence in operational efficiency, employee knowledge, product selection and offerings; consistency and quality of product; and proximity to locations where they live and work.

### **3.5 Regulations**

Ascend's location in New Bedford will be a Marijuana Retailer Establishment and will fully comply with all applicable laws and regulations consistent including but not limited to St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Ascend will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. Ascend will remain in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue and the Department of Unemployment Assistance.

Ascend will apply for all state and local permits and approvals required to renovate and operate the facility.

Ascend 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.

## **4. PRODUCT / SERVICE**

### **4.1. Dispensing Procedures**

In accordance with 935 CMR 500.140(3), access to Ascend's facility is limited to individuals 21 years of age and older. Upon a customer's entry into the Ascend premises, an Ascend agent will immediately inspect the customer's proof of identification and determine the

individual's age.

An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old. Failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an Ascend agent. Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system ("METRC") that is compliant with 935 CMR 500.105(8).

Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale.

Once a customer has selected a product for purchase, an Ascend agent will collect the chosen items from the designated product storage area. An Ascend agent will then scan each product barcode into the point of sale system. In the event of a flower sale, staff will weigh the chosen amount of flower and then place it in a tamper-resistant/child-resistant, resealable package that is compliant with 935 CMR 500.105(5). An Ascend agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

In the event an Ascend agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. Ascend will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Pursuant to 935 CMR 500.140(6)(d), Ascend will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Ascend will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Ascend will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Ascend will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Ascend places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Ascend staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to Ascend's policies governing quality control per 935 CMR 500.105.



In compliance with 935 CMR 501.140(8), Ascend will provide educational materials designed to help consumers make informed marijuana product purchases. Ascend's educational materials will describe the varying types of products available at Ascend, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect.

Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence, and withdrawal.

#### **4.2. Pricing Structure**

Ascend's pricing structure will vary based on market conditions. Ascend plans to sell products of superior quality and will price its products accordingly.

#### **4.3. Customer Education**

**FIRST VISIT:** Customers visiting the facility for the first time will go through an intake process where they receive a primer on regulations surrounding cannabis; how to safely consume, store, and transport their product; and information regarding strains, dosage, and desired effects. All customers will be required to review and sign a community norms agreement, in which they certify that they understand that the ability to utilize an Ascend store is contingent on respect for the surrounding neighborhood. Public consumption, diversion, queuing, loitering, and other behaviors are not tolerated and practicing them will eliminate the opportunity for future store visits.

**VISUAL MATERIALS:** Flyers, pamphlets, and other materials will be available in the entry vestibule as well as throughout the dispensary floor. There will also be signage proximate to point-of-sale terminals reminding customers about the consequences of product diversion.

**AUDITORY REMINDERS:** In a friendly, approachable manner, customer service representatives will educate customers at the point of sale about how to safely store, consume, and transport their product.

**TAKEAWAY MATERIALS:** Product safety guides and general informational material will be placed in each and every bag to ensure customers have access to safety materials when they intend to utilize the product.

### **5. MARKETING & SALES**

#### **5.1. Growth Strategy**

Ascend's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;

3. A compelling loyalty program;
4. An exemplary customer in-store experience;
5. A caring and thoughtful staff made of consummate professionals; and
6. Company ethos that results in comprehensive social justice initiatives.

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

## **5.2. Communication**

Ascend 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 marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Ascend 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.”

Ascend 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;
5. Opt-in direct communications; and
6. In-store signage.

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

### **5.3. Sales**

Ascend will sell its product and service by engaging customers with knowledgeable in-store personnel.

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

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

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




### **5.4. Logo**

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

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

## **6. FINANCIAL PROJECTIONS**

(\$ in millions)

	Fiscal Year Ended December 31,			
	2021E	2022E	2023E	2024E
<b><u>Southcoast Apothecary:</u></b>	Stub Year			
Customers Per Day	450	428	436	445
% Change Y/Y	-	(5.0%)	2.0%	2.0%
Average Ticket	\$80.00 	\$80.00 	\$80.00 	\$80.00
% Change Y/Y	-	0.0%	0.0%	0.0%
Revenue	10.980	12.449	12.698	12.952
% Growth Y/Y	-	13%	2%	2%
Cost of Goods Sold	6.039	6.847	6.984	7.123
Gross Profit	4.941	5.602	5.714	5.828
% Gross Margin	45.0%	45.0%	45.0%	45.0%
Operating Expenses	2.192	2.351	2.362	2.374
Opex as % of Sales	20.0%	18.9%	18.6%	18.3%
Operating Income	2.749	3.251	3.352	3.454
% Operating Margin	N/M	26%	26%	27%
Income Taxes	1.359	1.541	1.571	1.603
Net Income	1.390	1.711	1.780	1.851



### **Plan for Separating Recreational from Medical Operations**

Ascend is not currently applying for a license to operate a Registered Marijuana Dispensary (“RMD”) in New Bedford. If, in the future, Ascend were to apply to the Commission for an RMD license for its New Bedford location, Ascend has already developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and point-of-sale (“POS”) software system approved by the Commission, Ascend will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Ascend will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations after receipt of an RMD license, 35% of Ascend’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Ascend location and transferable to Ascend’s retailer location within 48 hours. Ascend may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Ascend will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue. Ascend will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.



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

Pursuant to 935 CMR 500.050(5)(b), Ascend will only be accessible to consumers 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, an Ascend 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 Ascend 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 and local law enforcement officials will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Ascend will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Ascend 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. Ascend 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 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. Ascend 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."** Pursuant to 935 CMR 500.105(6)(b), Ascend 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. Ascend'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**

### **Quality Control**

Ascend will comply with the following sanitary requirements:

1. Any Ascend 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 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Ascend agent working in direct contact with 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. Ascend'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 Ascend'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. Ascend's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Ascend 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. Ascend's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Ascend's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Ascend's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Ascend 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;
11. Ascend will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Ascend'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 waste water lines;
13. Ascend will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Ascend will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms;
15. Ascend 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;
16. Ascend'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);
17. In accordance with 935 CMR 500.105(3)(c), Ascend will prepare any edible products in compliance with Minimum Sanitation Requirements for Food Establishments.

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

### Testing

Ascend 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. Testing of Ascend's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Ascend'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 DPH.

Ascend's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.



## **Personnel Policies Including Background Checks**

### **Overview**

Ascend will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Ascend 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 conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

### **Job Descriptions**

**Director of Security:** Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Ascend, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Ascend agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with Security Agents if needed;
- Maintain lists of agents authorized to access designated areas of the Ascend facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Ascend facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Ascend agents and assets;
- 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 necessary to complete his/her job functions;

- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Ascend's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Ascend facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Ascend agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Ascend facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Ascend agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and

- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the METRC point-of-sale system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Ascend's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Ascend will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Ascend, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Ascend agents;
- Review and revise Ascend personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Ascend agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at an Ascend facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at an Ascend facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Ascend;
- Properly setting up product displays pursuant to Ascend policies and procedures;
- Executing and enforcing compliance with Commission regulations and Ascend policies and procedures;
- Understanding sales transactions using METRC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

#### Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Ascend 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;
- Results of initial background investigation, including CORI reports; and

- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

#### Staffing Plan and Substance Abuse Policies

Ascend will maintain a staffing plan and records in compliance with 935 CMR 500.105(9) and 935 CMR 500.105(1). Ascend will also maintain and enforce zero-tolerance alcohol, smoke, and drug-free workplace policies in full compliance with 935 CMR 500.105(1).

#### Hiring and Recruitment

Ascend's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Ascend's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Ascend's Diversity Plan and Community Initiatives;
- Ascend's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

#### Standards of Conduct

Ascend is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Ascend's mission to provide a professional workplace free from harassment and discrimination for employees. Ascend will not tolerate harassment or

discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Ascend's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Ascend employees or customers is also condemned and will be promptly addressed.

#### *Violence and Weapons in the Workplace*

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of an Ascend facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

#### *At-Will Employment*

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances where a termination or discharge can be called wrongful, even in an at-will employment.

#### *Workplace Attire*

The required attire for registered agents at Ascend varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

## Overview of Personnel Policies and Procedures

### *Standard Employment Practices*

Ascend values the contributions of its management and staff positions. Ascend will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

### *Advancement*

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

### *Written Policies*

Ascend's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

### *Investigations*

Ascend will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

### *Designated Outside Counsel*

Ascend may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

## Job Status

### *Job Classifications*

Positions at Ascend are categorized by rank and by department. The executive management team oversee the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

### *Work Schedules*



Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

#### *Mandatory Meetings and Community Service Days*

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

#### *Breaks*

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

#### *Performance Reviews*

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

#### *Leave Policies*

Ascend leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Ascend will determine which holidays will be observed and which departments will not be required to work. Ascend will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Ascend anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;

- Labor Day;
- Thanksgiving; and
- Christmas Day.

### *Disciplinary Policies Purpose*

Ascend's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Ascend's progressive discipline policies and procedures have been designed consistent with Ascend's organizational values, best practices, and state and federal employment laws.

Ascend reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Ascend as an organization.

### *Procedure*

#### *Step 1: Counseling and Verbal Warning*

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue.

The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

#### *Step 2: Written Warning*

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Ascend recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal

performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

#### Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

#### Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Ascend will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Ascend reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Ascend and its employees.

## *Appeal Process*

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

## *Performance and Conduct Issues Not Subject to Progressive Discipline*

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

## *Documentation*

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

## *Separation of Employment*

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Ascend, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

## *Types of Separation*

### *1. Resignation*

Resignation is a voluntary act initiated by the employee to end employment with Ascend. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

### *2. Retirement*

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Ascend to give special recognition to employees at the time of their retirement.

### 3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

### 4. Termination

Employees of Ascend are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

### 5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

### 6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

#### *Exit Interview*

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

#### *Return of Property*

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Ascend to deduct the costs of such items from their final paycheck.

#### *Termination of Benefits*

An employee separating from Ascend is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two workweeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

#### *Health Insurance*

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

### *Rehire*

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

### Compensation

As an employer, Ascend believes that it is in the best interest of both the organization and Ascend's employees to fairly compensate its workforce for the value of the work provided. It is Ascend's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

### *Selection Criteria*

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Ascend, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another,

and arranging all jobs in a formal job-grading structure.

5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### *Responsibilities*

The executive management team will give final approval for the compensation system that will be used by Ascend.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

### *Management Responsibility*

1. The CEO is charged with ensuring that Ascend is staffed with highly-qualified, fully- competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

### Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Ascend will undergo a detailed background investigation prior to being granted access to an Ascend facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Ascend pursuant to 935 CMR 500.100 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 500.101(1), Ascend 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, Ascend 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, Ascend 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.
- Upon adverse determination, Ascend will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, whom to contact to do so and the opportunity to provide a supplemental statement.
  - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Ascend along with any legal notices required.
- 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 deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

- 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 Ascend or the Commission.

Ascend 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. 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 Ascend'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 Ascend for disposal or by the Independent Testing Laboratory disposing of it directly.



## **Recordkeeping Procedures**

### **General Overview**

Ascend has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Ascend documents. Records will be stored at Ascend 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 Ascend is keeping and retaining all records as noted in this policy, review of Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Ascend's quarter-end closing procedures. In addition, Ascend'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 State 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 agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Ascend, including members, if any.
- 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 Ascend 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; and
  - 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.
- Handling and Testing of Marijuana Records
  - Ascend 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
  - Ascend will use METRC to maintain real-time inventory and maintain seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). METRC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
  - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
  - Within ten (10) calendar days, Ascend will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the New Bedford Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be

maintained by Ascend 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 upon request.

- Visitor Records

- A visitor sign-in and sign-out record will be maintained at the security office. The record 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, Ascend will create and maintain a written 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 Ascend agents present during the disposal or handling, with their signatures. Ascend 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.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

- Transportation Records

- Ascend will retain all shipping 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).

- Closure

- In the event Ascend closes its New Bedford marijuana retailer establishment, all records will be kept for at least two (2) years at Ascend's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In

addition, Ascend 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 Ascend'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;
  - Agent security policies, including personal safety and crime prevention techniques;
  - A description of Ascend'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 dispensed;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
  - 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);
  - 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 dispensary agent who has:
    - Diverted marijuana, which will be reported the New Bedford Police Department and to the Commission;
    - Engaged in unsafe practices with regard to Ascend 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 executives of Ascend, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Ascend's website;
- Policies and procedures for the handling of cash on Ascend premises including but not limited to storage, collection frequency and transport to financial institution(s);
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old; and
- 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.

#### Record-Retention

Ascend will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless another retention period is specified in the regulations.





### **Maintaining of Financial Records**

Ascend's operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations at 935 CMR 500 *et seq.* Financial records maintenance measures include policies and procedures requiring that ensure:

- 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 and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) 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

- If, in the future, Ascend operates a colocated RMD in New Bedford, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- 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 500.550 or any other section of the Commission's regulations.

Finally, Ascend will not utilize software or other methods to manipulate or alter sales data. If Ascend discovers that such software has been installed, it will comply with the reporting requirements pursuant to 935 CMR 500.140(6)(d) and immediately inform the Commission of such discovery. Furthermore, Ascend will fully cooperate in any resulting investigation, and take such other action directed by the Commission.



## **Qualifications and Training**

Ascend will ensure that all employees hired to work at Ascend's New Bedford 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.

Ascend will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Ascend discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Ascend 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 Ascend'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 Program in accordance with 935 CMR 500.105(2)(b) and eight (8) hours of on-going training annually in accordance with 935 CMR 500.105(2)(a).

On or after July 1, 2019, all of Ascend's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Ascend's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Ascend's owners, managers, and employees will then successfully complete the program once every year thereafter. Ascend 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. Ascend'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 state licensing authority upon request.

As part of the Responsible Vendor program, Ascend'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 physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;

3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.



### **Diversity Plan**

Ascend believes in creating and sustaining a robust policy of inclusivity and diversity. Ascend recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. Ascend's diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people who identify as LBGQT+. Ascend will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

### **Goals**

Ascend seeks to develop a Diversity Plan that promotes equity among minorities, women, veterans, people with disabilities, and people who identify as people who identify as LBGQT+.

Ascend has developed specific goals, including:

1. Increasing the number of individuals falling into the above-listed demographics working in the Ascend's New Bedford establishment to 45 percent. Please see addendum for specific demographic breakdown.
2. Providing tools to ensure the success of individuals falling into the above-listed demographics.

### **Programs**

#### **Diversity Recruitment and Sourcing**

Ascend commits to diverse hiring for all of its retail locations, including its proposed location in New Bedford. It will establish and maintain an inclusive, diverse workforce using both innovative and traditional methods to recruit job candidates from underrepresented groups and communities of color. Ascend has developed strategic initiatives to ensure a diverse and qualified staff stands ready to serve its customers' needs. Ascend's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting at least two career fairs annually in New Bedford (including two within the first year after receipt of provisional licensure from the Commission);
- Advertising quarterly employment opportunities in diverse publications including bilingual media, e.g., El Planeta and El Mundo and posting job options on public boards;
- Whenever new employment opportunities arise, providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings. In response to the Commission's inquiry, Ascend will focus heavily on employee retention in order to promote company stability and employee skill building, thus it is difficult to state with precision how many briefings will be needed;

- Encouraging employees to refer applicants from diverse groups for employment whenever new employment opportunities arise and are publicized to employees. Ascend cannot yet estimate how many open positions will be filled as a result of employee referrals. However, Ascend's policy is to encourage its employees to identify and refer as many qualified, diverse applicants as possible; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

### Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Ascend mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Ascend will offer promotions, career counseling, and training to provide all employees with opportunity for growth and to decrease turnover. Ascend will proactively communicate opportunities for advancement, training programs and clearly-defined job descriptions. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Ascend anticipates hosting bi-annual educational trainings (two each year).

Additionally, Ascend will:

- Create employee resource groups for different communities that hold regular, open events, educate staff and encourage an internal desire for a more diverse workforce;
- Create a diverse cadre of veteran employees help create content for and present at new employee orientation and training so that each group of new hires sees themselves, their potential future with the company and an inclusive workplace reflected in Ascend training staff; and
- Use at least 40 percent of suppliers who are also committed to diversity and inclusion, identified throughout the procurement process specifically through questions about commitment to diversity, measurement of current diversity within organizations, and proactive diversity planning.

Ascend's diverse workplace and cultural competence training will, of course, emphasize its zero-tolerance policy regarding harassment and discrimination and its commitment to take prompt corrective action should any issues, concerns, or complaints arise. But it will not just focus on prohibited behavior and consequences. It will focus on the positives of personal growth, education and deeper life experience an inclusive workplace brings and highlight the well-documented business benefits as well.

All employees will be required to complete this training, which is not stand-alone, but will be fully incorporated into Ascend's general training program so as to emphasize its importance to the company's ethos and overall mission.

Broad company awareness of the Diversity Plan goals and Ascend's efforts to create an inclusive, culturally competent workplace is crucial to the company's success. New hires will be introduced to the Diversity Plan at orientation.

Management, staff, associates, vendors, contractors, and the general public will all benefit from knowledge of the Diversity Plan objectives and procedures. Dissemination and reinforcement of the information central to the Diversity Plan's goals include the following:

- Inclusion of Ascend's zero-tolerance policies for harassment, discrimination, bullying and other behavior adverse to Ascend's goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Annual diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

### **Measurement**

Ascend will establish a Diversity Committee (the "Committee") to assist the executive management team and compliance officer with the implementation and growth of the Diversity Plan. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity. All employees will be made aware of the Committee and invited to join if it is of interest.

The Committee will be responsible for the development of policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan; assisting in the identification of problematic areas, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance, assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion, designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity, keeping the company informed of progress through quarterly reports, reviewing the Diversity Plan with management at all levels of Ascend to ensure that the Diversity Plan is understood; and auditing Ascend internal and external job postings to ensure information is in compliance with Ascend diversity policies and procedures. Progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license). The audit will include:

- Employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;

- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with supporting documentation;
- Number and subject matter of trainings held and the number of individuals falling into the above- listed demographics in attendance; and
- A comprehensive description of all efforts made by Ascend to monitor and enforce the Diversity Plan.

These metrics will be evaluated every year upon license renewal. Ascend acknowledges that the progress and success of this Diversity Plan must be documented one year from provisional licensure and each year thereafter.

### **Acknowledgements**

Ascend 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 Ascend will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



## **Diversity Plan Addendum**

As it has and will in all of its facilities, Ascend Mass will hire a diverse staff at its New Bedford Facility.

According to the U. S. Census Bureau, estimated City demographics as of July 2019 are:

Total Population:	95,363
Female:	52.2%
White:	65.3%
Hispanic or Latino	20.1%
Cape Verdean:	7.5%
Black or African American:	6.6%
Asian:	1.5%

Ascend Mass Diversity Hiring Goals:

1. 15% African American or Cape Verdean
2. 20% Hispanic or Latino
3. 50% Women
4. 5% LGBTQ+
5. 5% Veterans