



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR281885  
Original Issued Date: 09/21/2020  
Issued Date: 09/21/2020  
Expiration Date: 09/21/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Spencer House LLC

Phone Number: 413-212-2325 Email Address: chefheathera@gmail.com

Business Address 1: 3235 Main Street

Business Address 2:

Business City: Becket

Business State: MA

Business Zip Code: 01223

Mailing Address 1: 215 JOHNSON HILL RD

Mailing Address 2:

Mailing City: Washington

Mailing State: MA

Mailing Zip Code: 01223

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

### 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: 82

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Heather

Last Name: Anello

Suffix:

Gender: Female

User Defined Gender:

Date generated: 03/25/2021

Page: 1 of 6

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Glenn

Last Name: Posey

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: 9 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Virginia

Last Name: Mure

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 4

Percentage Of Ownership: 9 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Jane

Last Name: Pytko

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

### CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

#### Individual Contributing Capital 1

First Name: Heather

Last Name: Anello

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$20138.51

Percentage of Initial Capital:  
100

Capital Attestation: Yes

#### Individual Contributing Capital 2

First Name: Glenn

Last Name: Posey

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$50000

Percentage of Initial Capital: 25

Capital Attestation: Yes

#### Individual Contributing Capital 3

First Name: Jane

Last Name: Pytko

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$50000

Percentage of Initial Capital: 25

Capital Attestation: Yes

#### Individual Contributing Capital 4

First Name: Virginia

Last Name: Mure

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 25

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 3235 Main Street

Establishment Address 2:

Establishment City: Becket

Establishment Zip Code: 01223

Approximate square footage of the establishment: 84 How many abutters does this property have?: 14

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification - 9.3.19.pdf	pdf	5d6eb45baf9d6f1dd58a18c1	09/03/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Certification - 9.3.19.pdf	pdf	5d6eb5b40473c3226f35b5ff	09/03/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning.pdf	pdf	5d9ce42dd471f115eb59a7cf	10/08/2019

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	5dd4518e170b4c5353e3ac92	11/19/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: Employee

First Name: Heather Last Name: Anello Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

#### Individual Background Information 2

Role: Other (specify) Other Role: Investor/Member of LLC

First Name: Glenn Last Name: Posey Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 3

Role: Other (specify) Other Role: Investor/Member of LLC

First Name: Virginia Last Name: Mure Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 4

Role: Owner / Partner Other Role: Investor/Member of LLC

First Name: Jane Last Name: Pytko Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Cert of GS - SOC.pdf	pdf	5babe5b8479d474c27c10d24	09/26/2018
Articles of Organization	Certificate of Organization.pdf	pdf	5babe5dfae24c04c4b19a27b	09/26/2018
Department of Revenue - Certificate of Good standing	Cert of GS - DOR.pdf	pdf	5bc6153e4253fa027574f84a	10/16/2018
Bylaws	Operating Agreement - Spencer House.pdf	pdf	5dd451f2ea4df3530e64519d	11/19/2019

No documents uploaded

Massachusetts Business Identification Number: 001229169

Doing-Business-As Name: Canna Corner

DBA Registration City: Becket

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5bc60d28f2f9f2028f5221b6	10/16/2018
Plan for Liability Insurance	Liability Insurance.pdf	pdf	5bc60d7b48682102a3cf6a31	10/16/2018

Date generated: 03/25/2021

Page: 4 of 6

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Management & Operations Plans.pdf	pdf	5bc614318266760285ba7267	10/16/2018
Security plan	# 4 - OP - SECURITY PLAN (003).pdf	pdf	5d9b5e8c8d8d0715f6674e95	10/07/2019
Storage of marijuana	# 5 - OP - Storage Plan.pdf	pdf	5d9b5eab6eb01d1b28fb04d9	10/07/2019
Transportation of marijuana	# 6 - OP - Transportation Plan.pdf	pdf	5d9b5ec267e7d91adfc67e58	10/07/2019
Inventory procedures	# 7 - OP - INVENTORY PROCEDURES.pdf	pdf	5d9b7078bc90861af114c4f7	10/07/2019
Prevention of diversion	# 8 - OP - PREVENTION OF DIVERSION PLAN.pdf	pdf	5d9b7096a489aa1afc401690	10/07/2019
Quality control and testing	# 9 - OP - QUALITY CONTROL AND TESTING PROCEDURES.pdf	pdf	5d9b70ac6eb01d1b28fb052b	10/07/2019
Dispensing procedures	# 10 - OP - DISPENSING PROCEDURES.pdf	pdf	5d9b70c08d8d0715f6674eda	10/07/2019
Personnel policies including background checks	# 11 - OP - PERSONNEL POLICIES.pdf	pdf	5d9b70ea1b7a141b1db84579	10/07/2019
Maintaining of financial records	# 13 - OP - MAINTENANCE OF FINANCIAL RECORDS PLAN (002).pdf	pdf	5d9b711da489aa1afc401694	10/07/2019
Plan for obtaining marijuana or marijuana products	# 16 - OP - PLAN FOR OBTAINING MARIJUANA MARIJUANA PRODUCTS.pdf	pdf	5d9b71681b7a141b1db8457d	10/07/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5dd45227fd468857b99bcc82	11/19/2019
Qualifications and training	# 14 - DETAILED DESCRIPTION OF QUALIFICATIONS AND INTENDED TRAINING FOR AGENTS.pdf	pdf	5dd452c5ea4df3530e6451a7	11/19/2019
Diversity plan	# 15 - OP - DIVERSITY PLAN - 1.14.20.pdf	pdf	5e1e2cc9bb37d053183e1be3	01/14/2020

## 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: Closed	Monday To: Closed
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 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, Heather Anello OWNER, (insert name) certify as an authorized representative of SPENCER HENSEL LLC AKA Canna (insert name of applicant) that the applicant has executed a host community agreement with Becket (insert name of host community) pursuant to G.L.c. 94G § 3(d) on October 2, 2018 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, ROBERT T. MARKEL, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for THE TOWN OF BECKET (insert name of host community) to certify that the applicant and THE TOWN OF BECKET (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on OCTOBER 2, 2018 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community



## 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, Heather Anello, (insert name) attest as an authorized representative of Spencer House 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 6/10/18 (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 6/10/18 (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 5/30/18 (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 5/31/18 (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.



Sunday, June 3, 2018

The Berkshire Eagle | BerkshireEagle.com | CLASSIFIEDS | 87

# Classifieds

To place your ad,  
call 1-800-234-7404

## Public Notices

### TOWN OF BECKET

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **June 10th 2018 at 5:00 PM at Becket General Store and Restaurant 3235 Main Street Becket MA 01223**. The proposed Adult Use Retail ME License is anticipated to be located at 3235 Main Street Becket MA 01223. There will be an opportunity for the public to ask questions. 06/03/18

**Town of Williamstown Municipal Vulnerability Preparedness & Hazard Mitigation Planning PUBLIC LISTENING SESSION** at Municipal Building, 31 North Street

On Thursday, June 7, 2018 at 6 PM, Williamstown residents are invited to a **PUBLIC LISTENING SESSION** at the Municipal Building, 31 North Street, on the results of the Municipal Vulnerability Preparedness & Hazard Mitigation Planning effort that has been underway for the past several months.

The Williamstown Municipal Vulnerability Preparedness Team has been working with the Berkshire Regional Planning Commission to identify the top weather or natural hazards, such as flood, power outage, severe weather, etc., that pose a threat to life, property and the natural environment in Town. The MVP Team has developed a suggested list of priorities and strategies for minimizing or addressing those threats from severe weather, over the short and long-term.

The public is invited to review the findings and make comments on the identified hazards and proposed mitigation measures for each.

Creating a Municipal Vulnerability Preparedness & Hazard Mitigation plan is required by the state and federal governments. An approved plan keeps the Town eligible to apply for funding for hazard mitigation measures. 06/03/18

## Announcements

### JAYCEE'S ROASTING RETT FOR A CURE



Saturday, June 16th  
12p.m.-7p.m.  
45 Churchill Street  
Pittsfield, MA

### PIG ROAST FUNDRAISER

Pray For A Cure!!!  
\*all proceeds go to RSRT

We have a fun day planned with lots of food, raffles & live entertainment by:

- Pete Boyd Acoustic
- Bottoms Up
- Pick Up Line
- Live Wire

Tickets \$25  
Kids 12 and under free

### TO PURCHASE TICKETS CONTACT:

Tina (413) 441-7488  
Dee (413) 441-4574  
Terry (413) 841-7319  
Al (413) 464-1652  
Mel (413) 464-1651

Donations of snacks, desserts, water, soft drinks, signage, pop-up tents, garbage receptacles, raffle items, children's games & activities would be greatly appreciated.

For more information about Rett Syndrome go to [www.reverserett.org](http://www.reverserett.org)

## Found

**FOUND.** Male cat, cream colored with pale orange markings and flea collar wandering our streets: Harding, Fairfield, and Velma. If he has a home, please call 413-443-7688

### FOUND

Set of keys at Berkshire Place on South Street on May 20th-Pittsfield. Please call 413-445-4056 ext. 101 to identify and claim.

## Houses For Sale

**RICHMOND.** Circa 1865 Colonial. 9 rooms, 3 baths. Fireplace, large 2-car garage with studio, on 4.3 acres. \$299,500. **Liberty Investment Group 413-442-8974**

## Business Opportunities

**LENOX.** Commercial Building with beautiful apartment. 4,000 sq. ft., full liquor license. 4 acres. \$850,000. **BERKSHIRE RESTAURANT.** Profitable. Centrally located. Fully equipped, many years in business. Owner financed. \$75,000 **Liberty Investment Group 413-442-8974**

### GET IT OFF THE GROUND



Find your new business a place to be under "Business Rentals" in our Commercial Real Estate section!

## Business Properties/Sale

**EAST STREET-PITTSFIELD OFFICE BUILDING**  
Light industrial on 1.5 acres. Four overhead doors (12 ft. high) all with bath. Three phase power. Owner financing. \$450,000 **Liberty Investment Group 413-442-8974**

## Business Rentals

**PITTSFIELD.** Elm Street, 1,200 sf retail space in busy shopping center. Prime location. **845-638-6600**

## Apartment Rentals

**1 BDRM.** \$475/month.  
**2 BDRM.** \$750/month.  
Appliances, no utilities, No pets. 413-442-9724

**71 W. HOUSATONIC STREET.** 1 bedroom, 2nd floor apartment. \$650/mo. plus \$650 deposit. 978-407-3288

**ADAMS.** 1st floor, 2 bedroom, \$625/month. 2nd floor, 1 bedroom, \$525/ month. 413-743-2861

### ALL RENTALS

on-line at:

[www.rhabc.com](http://www.rhabc.com)

by the  
Rental Housing Association  
of  
Berkshire County

**HINSDALE/NEWTON LINE.** Efficiency apartment. Stove and refrigerator; parking. \$500. 413-770-7774

### LEE SUMMER RENTAL

3 bedroom-Month of July.  
Lenox Village Realty.  
Rental service.  
413-637-7402

## LENOX SCHOOLHOUSE

The Berkshire's newest 55+ community is now leasing **BRAND NEW Studios!** For a limited time only, unit 313 is renting for only \$799! Heat, A/C, Hot water & electricity included. Call today to schedule your tour. **413-551-7641**  
[www.LenoxSchoolhouse.com](http://www.LenoxSchoolhouse.com)

**NEAR BMC.** 1 bdrm. 3rd floor with bedroom loft. Stove, refrigerator, large bath tub with jacuzzi. HW and free laundry. \$750/month. 413-442-8974

### NORTH ADAMS:

#### FRANKLIN COURT

1 & 2 bedroom apartments in modern brick buildings. Large living room, eat in kitchen. Each apartment has its own oversized garage. Laundry, swimming pool, large gazebo. From \$795 to \$985 includes heat, hot water. No pets. **(413) 281-3868**

### PITTSFIELD

#### 1 BEDROOMS.

Clean, Secure, Comfortable.  
\$725-775 w/HT & HW  
No smoking/pets.  
References required.

**413-445-5514**

**PITTSFIELD** John Street. 4 bdrm \$1150, plus utilities. First, last, and security. No pets. 413-441-1214

**SOUTHEAST PITTSFIELD.** 2nd floor, 3 rooms. Stove, refrigerator, W/D, and HW. \$750/month. 413-442-8974

## Vacation Rentals

**CAPE COD.** West Yarmouth. Last week in July. \$950/month. 413-442-8974

## Help Wanted

### ACCOUNTS PAYABLE ASSOCIATE

We are seeking an experienced, **part time Accounting Associate.** This position will generate checks/wires for payment to vendors. Assist the Accounting Manager with reconciling general ledger accounts and producing month end financials. This position will be responsible for the timely and accurate completion of our AP cycle inc matching packing slips and reviewing all vendor invoices for accuracy, seeking approvals as needed, resolving any discrepancies and processing the invoices in our system. This is a high volume, fast paced environment. 2+ years of experience in payables related processing and general ledger knowledge is required. Excellent knowledge of MS Office and accounting related programs is necessary. Excellent organizational skills are needed and must possess the ability to prioritize and multi-task without compromising accuracy and timeliness of end products.

To apply, please send a cover letter and resume to **Jmoro@annieselke.com**

**PINE CONE HILL**  
an annie selke company

**BEEF FARM** looking for general farm workers, part time, past experience helpful. Mainly afternoons. Leave message. 413-743-5761.

**CLASSIFIEDS** hold many, many opportunities. They give opportunity for you to buy items, meet people, sell unwanted items, find housing, save money, earn a couple bucks, and much, much more.

## Help Wanted

### BLACK SWAN INN

An Ascend Collection is hiring both part-full time housekeepers. Prior experience in housekeeping is a must.

Apply at  
435 Laurel Street,  
Lee, MA.  
Call 413-243-2700  
for more information



### CDL ROLL-OFF DRIVER

Valley Roll-Off Dumpster Service is seeking a Full-Time, **CDL Roll-Off Driver.**

Please apply  
**Valley Roll-Off**  
**95 Marble Street, Lee**  
**Call 413-243-6655**

### OLD FORGE

Now Hiring:  
•Bussers  
•Hosts  
•Dishwashers  
**Apply Within**  
**Rt. 7 Lanesboro**

**PAINTER, DRYWALLER, TAPER.** Minimum 10 years experience. Own transportation, references. **413-448-8958.**

### PAINTERS WANTED

Must have own transportation.  
**Call 413-553-3538.**



**For Sale:** Daily paper subscriptions.  
Call 1-800-245-0254.



### IS LOOKING FOR AN ASSISTANT FACILITIES MAINTENANCE MANAGER.

You will work with the Facilities Manager to plan, coordinate activities, services and projects, exchange information and resolve issues at the resort. You will follow all safety standards and procedures and perform duties in a manner to maximize safety and minimize risk to self and others. Plan, coordinate and supervise daily operations of snow removal for our resort as well as plan ahead for impending storms. Make sure materials and supplies are stocked and ready to go. Requirements: Broad base of technical knowledge and skills in the building/construction trade and buildings/grounds maintenance operations. Willing to learn. Requires a flexible schedule including weekends, holidays and irregular hours.

For an application and more info  
Please visit [MountSnow.com/employment](http://MountSnow.com/employment).

## Campus Safety Officer

Full-time position with competitive salary & benefits. Shifts include nights and weekends. Details available on the School's website. Qualified candidates are asked to submit a letter of interest and résumé to: **HR@misshalls.org**



**MISS HALL'S SCHOOL**  
492 Holmes Road, PO Box 1166  
Pittsfield, Massachusetts 01202  
[www.misshalls.org/employment](http://www.misshalls.org/employment)

## Help Wanted

### WATER DISTRICT TREASURER/CFO

The Lanesborough Water District is seeking applicants for a part time position to serve as the District treasure & chief financial officer. The applicant must be knowledgeable in maintaining financial records, controlling expenditures of all water district funds timely investment of funds and borrowing of money and other related work and ensuring that all municipal transactions conform to law and sound municipal accounting practices. A full description of the position including required and desired qualifications, will be available for pick-up at the water district office on Bridge Street in Lanesborough.

Applicants can also contact Kevin Swail, the Water Superintendent, at the District office or by calling 413-442-5916, to have a copy of the description and qualifications mailed or e-mailed.

**Applications will be accepted until Monday June 6, 2018.**

Applications should provide background information on qualifications so the Commissioners can select the most qualified applicants for a follow up interview. Mail applications to the District at P.O. Box 1504, Lanesborough Ma, 01237, or deliver to the District office on Bridge Street in Lanesborough. **Applicants can also e-mail applications and background information to: [LFwd@verizon.net](mailto:LFwd@verizon.net).**

### WOHRLE'S FOODS, INC.

#### Delivery/Warehouse Person

Full time year round employment for reliable delivery and warehouse person. Some heavy lifting involved. Needs clean driving record. No CDL required. Good benefits plus profit sharing.

**Requirements:**  
Prior experience driving large box trucks preferred. Must be 21 years old.

Apply at 1619 East St. Pittsfield, Ma.



## Tag Sales

**ESTATE SALE**  
Appointments Only.  
518-423-4223

**PITTSFIELD.** 52 Elberon Ave. Saturday and Sunday, 9am - 3pm. **Rain or Shine.** Furniture, Honda power washer, tools, and Blue Willow dishes. **Something for everyone!!**

**PITTSFIELD.** 65 Hungerford Street. Saturday & Sunday, 6/2 & 6/3, 9am-3pm. Cleaning out house, old stained glass and many more old treasures.

**PITTSFIELD. Neighborhood Tag Sale**-Marco Drive. Saturday & Sunday, June 2nd & 3rd, 9a.m.-3p.m. Baby items, tools, handmade crafts, clothing, books, and furniture. Something for everyone.

## \$100 and Under

**2 TONE SOLID MAPLE** end table with shelf & front drawer. \$60. 413-329-1459

**4 FT. TALL METAL** weave plant urn. Attractive. \$20 413-499-6534

**ACCENT CHAIR.** (\$30 or BO). 413-743-5454

**ANDERSEN ALUMINUM STORM DOOR.** W/full screen or glass, 36"w. \$50. (413) 442-5029.

**ANTIQUE 30** volume crock. Excellent condition. \$50 OBO. 413-281-1781

**BULK FLORAL ACCENTS.** New, huge selection, various colors / styles. 20-25 pieces per box, mix and match. \$45 per box (16x16). 413-347-2144

### BUREAUS \$45-up.

Sofas, love seats,  
recliners, \$55-up.  
Sectionals.

Excellent condition.  
**413-743-5712**

**CAMERA NIKON F3** with Nikkor 50mm f1.8 lens. \$100. 347-819-1503

## \$100 and Under

**CHRISTMAS TREE.** White, 6-1/2 ft., used once. **FREE.** Becket. 413-281-1781

**COFFEE TABLE** and match end table with glass top. \$50. 413-398-5630

**COMBINATION KENMORE** oven/microwave. \$35. 413-623-5000

**COMPUTER DESK.** 41" x 23". Wood. **FREE.** Becket. Moving. 413-281-1781

**CRAFTSMAN 5.5 H.P.** 21" cut lawn mower. Excellent condition. \$85. 413-443-0353

**CULTIVATOR/TILLER** by **CRAFTSMAN.** 2HP. 10". Tines hard-ly used, like new. \$100. 413-664-9713

**DAVIDSON LADDER.** (\$25 or BO). 413-743-5454

**DECK MOUNT** above ground swimming pool ladder. \$60. 413-243-3247

**DEEP FREEZER** (GE) 5 cubic feet (\$60 or best offer). 413-743-5454

**DELL PHOTO** All-in-One Printer Copier. \$40. 413-398-5111

**DESK.** Wood, 49" x 22-1/2". Nine drawers. Very good condition. \$75. 413-281-1781

**DESK.** Wood. \$50 OBO. 49" x 22". Beautiful. Moving. 413-281-1781

**DINING ROOM** table with leaf and four chairs. Recently refinished. \$65. 413-398-5630

**DINING TABLE.** Maple, pedestal, three leaves, 10 chairs. \$100. 413-281-1781

**ELEGANT CHINA** cabinet & dining set. **FREE.** 413-743-5454

**FILTER.** 1.5 HP Pump, valve, hoses for above ground pool. \$100. 413-243-3247

**FLOOR FRAME KIT.** Fits Arrow buildings 8x8, 10x7-10. Never opened. \$45. 413-664-9713

**FRAMES AND GLASS** for pictures. assorted. **Free.** 413-443-5720

## CAREER FAIR

Full, part-time and seasonal opportunities are still available:

COOKS • SERVERS • BARTENDER

CHAMPAGNE GARDEN SERVERS

GUEST RELATIONS AGENT • ROOM ATTENDANTS

SPA THERAPISTS AND ATTENDANTS

FOOD & BEVERAGE

AND CULINARY MANAGEMENT

MONDAY, JUNE 4<sup>TH</sup>

8AM TO 7PM

BLANTYRE

16 BLANTYRE ROAD, LENOX, MA 01240

IF YOU ARE UNABLE TO ATTEND,  
PLEASE EMAIL YOUR RESUME TO  
[CAREERS@OHMCOLLECTION.COM](mailto:CAREERS@OHMCOLLECTION.COM)

BLANTYRE IS AN EQUAL OPPORTUNITY EMPLOYER

## Join Our Team!

### DIGITAL SALES AND MARKETING SPECIALIST

New England Newspapers Inc, Publishers of the Brattleboro Reformer, Bennington Banner, Manchester Journal, Berkshire Eagle and UpCountry Magazine seeks a DIGITAL SALES AND MARKETING SPECIALIST to join its team.

This position works alongside the sales teams across Southern VT and Western MA. Primary focus is to meet with advertisers and businesses throughout our region to educate and present our advanced portfolio of digital products. New England Newspapers Inc has partnerships with some of the nations most robust and advanced digital advertising providers including products such as; Email marketing, web hosting/build-outs, targeted display, social, micro proximity and advanced programmatic.

The proper candidate will have competency in digital advertising and marketing, past sales experience is preferred. Must have excellent communication and presentation skills, as well as a strong attention to detail. We offer very competitive salary and bonus plans as well as full array of benefits and PTO. For consideration submit resume to [berkshireeagle.com/apply](http://berkshireeagle.com/apply)

## The Berkshire Eagle





Attachment 8

**Town of Becket  
Planning Board  
557 Main Street  
Becket, Massachusetts 01223  
(413) 623-8934 ext. 20 fax 623-6036  
[planning@townofbecket.org](mailto:planning@townofbecket.org)**

May 30, 2018

## **NOTICE OF COMMUNITY OUTREACH MEETING**

Spencer House, LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 10<sup>th</sup> 2018 at 5:00 PM at Becket General Store and Restaurant 3235 Main Street Becket MA 01223. The proposed Adult Use Retail ME License is anticipated to be located at 3235 Main Street Becket MA 01223. There will be an opportunity for the public to ask questions.



Attachment C

**Town of Becket  
Planning Board  
557 Main Street  
Becket, Massachusetts 01223  
(413) 623-8934 ext. 20 fax (413) 623-6036  
planning@townofbecket.org**

May 31, 2018

Spencer House, LLC  
215 Johnson Hill Road  
Washington, MA 01223

Sent Via First Class Mail

Re: Application for Adult Use Retail ME License; Map 207, Lot 66

Dear Ms. Anello,

Please be advised that the Planning Board received the above referenced application for a Special Permit on **May 24, 2018**. Your public hearing is scheduled for **Wednesday, August 8, 2018, at 7:00 PM**. A certified mailing will be sent to the abutters of your property, as legally required, notifying them of the application and hearing date. The list of abutters and their addresses was supplied by the Assessors' Office. Notifications will also be sent, via First class Mail, to the seven (7) abutting towns, Berkshire Regional Planning Commission and the Massachusetts Department of Housing and Community Development. When a decision is made on your application, notifications will be sent, via First class Mail, to all parties of interest. The total cost of the mailings for your **Special Permit** results to **\$110.80 (One Hundred Ten Dollars and Eighty Cents)**, which is due to the town. **Please make this check payable to "Reserve Account"**.

The cost for the notifications of your **Special Permit** to be published in the Berkshire Eagle total **\$191.70 (One Hundred Ninety One and Seventy Cents)**. The town will also need to be reimbursed for these costs. **Please make this check payable to "Town of Becket"**.

Your application also requires that you hold a **Community Outreach Meeting** which has been scheduled for **June 10, 2018 at 5:00 PM at the Becket General Store and Restaurant**. This certified mailing was combined with your notices for your Public Hearing in August so **there is not an additional cost for this mailing**.

There was another notification put in the Berkshire Eagle for your **Community Outreach Meeting** totaling **\$53.25 (Fifty Three Dollars and Twenty Five Cents)**. **Please make this check payable to "Town of Becket"**.



**Town of Becket  
Planning Board  
557 Main Street  
Becket, Massachusetts 01223  
(413) 623-8934 ext. 20 fax (413) 623-6036  
[planning@townofbecket.org](mailto:planning@townofbecket.org)**

It is also required that you compensate the Town of Becket for my time preparing your certified mailings and contacting the Berkshire Eagle regarding the notification ad for your **Community Outreach Meeting**. It took approximately two (2) hours for this at a total cost of **\$31.50 (Thirty One Dollars and Fifty Cents)**. Please make this check payable to "Town of Becket".

Please note that these payments must be received prior to your public hearing. If you would prefer, you may combine the totals as detailed below.

**Reserve Account:** \$110.80 - Special Permit  
                          0.00 - Community Outreach Meeting (Combined with Special Permit)  
                          **\$110.80**

**Town of Becket:** \$191.70 - Special Permit  
                          53.25 - Community Outreach Meeting  
                          31.50 - Community Outreach Meeting  
                          **\$276.45**

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Jessica Perotti

Administrative Assistant



**Town of Becket  
Planning Board  
557 Main Street  
Becket, Massachusetts 01223  
(413) 623-8934 ext. 20 fax 623-6036  
[planning@townofbecket.org](mailto:planning@townofbecket.org)**

May 30, 2018

## **NOTICE OF COMMUNITY OUTREACH MEETING**

Spencer House, LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 10<sup>th</sup> 2018 at 5:00 PM at Becket General Store and Restaurant 3235 Main Street Becket MA 01223. The proposed Adult Use Retail ME License is anticipated to be located at 3235 Main Street Becket MA 01223. There will be an opportunity for the public to ask questions.

**THIS IS A COPY OF THE NOTICE  
SENT TO ABUTTERS AND  
RESIDENTS WITHIN 300 FEET  
BY THE TOWN OF BECKET**

## **Host Community Information**

### **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Spencer House LLC was granted a Special Permit from the Town of Becket Planning Board to operate an Adult Use Retail Marijuana Establishment License pursuant to a Decision on Application for Special Permit or Any Extension, Modification or Renewal of Special Permit dated October 2, 2018.

Spencer House LLC will operate the Adult Use Retail Marijuana Establishment pursuant to the Special Permit.

Furthermore, Heather Anello, the Manager of Spencer House LLC, shall review any proposed changes to the zoning bylaws in the Town of Becket and the Community Host Agreement, as well as consult with counsel on at least an annual basis, to ensure that Spencer House LLC remains compliant with all Becket zoning requirements.



**Canna Corner**  
2325 Main Street Becket MA 01223

## **Positive Impact Plan**

Spencer House, d/b/a Canna Corner is a woman owned business with the sole owner being Heather Anello. It will be the first of its kind in Massachusetts, as a small convenience establishment selling only finished product marijuana in a rural area affected by marijuana prohibition.

Canna Corner acknowledges, is aware of, and will adhere to the requirements set forth in 935 CMR 500.105 (4) which provide that the permitted and prohibited advertising Branding Marketing, and sponsorship practices of every marijuana establishment.

Any action taken, or programs instituted by Canna Corner will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Upon annual renewal of Canna Corner's license Canna Corner will evaluate and make readily available to the commission any and all information collected by Canna Corner's staff through our goals, programs and measurements.

### **Goal #1**

To reduce barriers in our small, rural community and modestly introduce the commercial adult use of cannabis in a less intimidating, small environment for those and their families who have been affected by marijuana prohibition and/or residents with past drug convictions.

**Program** - Canna Corner will implement safe and clean sales practices in compliance with the requirements set forth in 935 CMR 500.105 (4) to gain the trust of community members negatively impacted by marijuana prohibition or previous drug convictions by inviting consumers and non-consumers alike to visit our establishment and get one-on-one mentorship in regard to safe, legal practices of adult-use marijuana, with priority given to individuals with past drug convictions.

We shall advertise quarterly with the Berkshire Eagle and schedule one-on-one appointments for these free educational sessions. We hope to have several people respond to these advertisements and our goal is to do at least four (4) and up to ten (10) mentorship sessions per quarter.

During these mentoring sessions, individuals will learn about different strains and effects of cannabis products, as well as edibles. Additionally, we will mentor individuals on best practices if they become too high or are with someone who becomes too high. We will also

educate individuals about terpenes, cannabinoids, potency and tolerance, signs of substance abuse, and substance abuse help, including hotlines, pamphlets, and other educational materials.

**Measurements** - Canna Corner will provide a link to our website asking for local feedback on the progress of reducing the stigma surrounding adult use recreational marijuana and rate their experience with our staff on a 1-10 scale. This will be reviewed monthly for improvement and measured for its effectiveness. Canna Corner's sole owner is committed to working one-on-one with residents of Pittsfield and the surrounding smaller towns who have been negatively impacted by marijuana prohibition.

## **Goal #2**

To provide assistance to Becket Police Departments, including assistance with delivering information on the legal use and benefits of recreational adult-use marijuana. We will focus these efforts on our customers and their families who have been negatively impacted by past drug convictions or marijuana prohibition. **See Exhibit A1** attached letter from the Becket Police Dept.

**Program** – We will provide monetary donations, professional services and/or volunteer opportunities with the police department. We will donate \$500 per year to the Becket Police Department annual town holiday party for kids, along with providing at least one volunteer at the police department's annual fundraiser, known as cops and rodders.

Each employee of Canna Corner will be expected to volunteer a minimum of 5 hours a year with the Becket Police Department.

We will also conduct annual briefings with the local police chief regarding the effects of our efforts and how we can be of further or improved assistance.

**Measurements** - Canna Corner will record the monetary value of our contributions to the police department and track the number of hours spent volunteering by Canna Corner employees. These measurements will be reviewed annually with the goal to increase contributions and volunteer hours based on our overall success.



## Exhibit A1

### BECKET POLICE DEPARTMENT

557 Main Street  
Becket, Massachusetts 01223  
chief@townofbecket.org  
Tel. (413) 623-6010 – FAX (413) 623-2024

**Kristopher G. McDonough**  
*CHIEF OF POLICE*

Date: 09/11/2019

To: Heather Anello

From: Becket Police Association

To whom it may concern,

The Becket Police Association receives donations from a variety of businesses and individuals. The donations made to the BPA are used for training and equipment for BPD officers and supporting community policing efforts within the Town of Becket. The BPA will receive donations from Spencer House LLC DBA Canna Corner. The association fully understands the nature of the business, being an adult use recreational marijuana retail business.

President,

Officer Michael Hunt

cc:

Kristopher G. McDonough

Chief of Police



William Francis Galvin  
Secretary of the  
Commonwealth

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

August 30, 2018

TO WHOM IT MAY CONCERN:

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

**SPENCER HOUSE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 24, 2016.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**HEATHER ANELLO**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HEATHER ANELLO**



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



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001229169

**1. The exact name of the limited liability company is:** SPENCER HOUSE LLC

**2a. Location of its principal office:**

No. and Street: 215 JOHNSON HILL RD  
 City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

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

No. and Street: 215 JOHNSON HILL RD  
 City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

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

HOLDING TITLE TO REAL ESTATE AND REAL PROPERTY AND ANY AND ALL ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; TO MANAGE COMMERCIAL REAL ESTATE AND ANY AND ALL ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; AND TO ENGAGE IN ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: HEATHER ANELLO  
 No. and Street: 215 JOHNSON HILL RD  
 City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

**I, HEATHER ANELLO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.**

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	HEATHER ANELLO	215 JOHNSON HILL RD WASHINGTON, MA 01223 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	HEATHER ANELLO	215 JOHNSON HILL RD WASHINGTON, MA 01223 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of June, 2016,**  
HEATHER ANELLO  
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

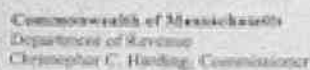
June 24, 2016 02:03 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





Linder ID: LQ414139008  
 Notice Date: September 19, 2015  
 Case ID: 0-000-520-617

[illegible]

HEATHER ANELLO  
SPENCER HOUSE LLC  
215 JOHNSON HILL RD BLDG 215  
WASHINGTON MA 01211-9421

The Commissioner of Revenue certifies that, as of the date of this certificate, SPENCER HOUSE 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.

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089. Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit [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 A. Gehr

Edward W. Coyle, Jr., Chief  
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: 5lrg45

**OPERATING AGREEMENT  
OF  
SPENCER HOUSE LLC**

THIS OPERATING AGREEMENT of Spencer House LLC (the "Company"), dated as of September 18, 2019, is among the persons named on Schedule A attached hereto. Each of such persons is sometimes hereinafter referred to individually as a "Member," and such persons are sometimes hereinafter referred to collectively as the "Members." Heather Anello shall serve as, and is signing this Agreement in his capacity as, Manager of said Company.

**PRELIMINARY STATEMENT**

The Company has been formed as a Massachusetts limited liability company under Massachusetts General Laws, Chapter 156C by the filing on June 24, 2016, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

This Agreement sets forth the understanding of the Members and the Manager regarding their respective rights, obligations and duties with respect to the Company and its business, management and operations, and is intended to constitute the "Operating Agreement" of the Company within the meaning of Massachusetts General Laws, Chapter 156C, Section 2.

**AGREEMENT**

**ARTICLE I  
DEFINITIONS**

In addition to the terms and phrases defined elsewhere in this Agreement, the following terms and phrases shall have the meanings specified in this Section 1. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

1.1 "Act" shall mean the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C, as from time to time amended.

1.2 "Additional Member" shall mean a Person admitted as a Member pursuant to Section 3.2.

1.3 "Bankruptcy" shall mean the occurrence of any of the following events:

1.3.1 A Member makes an assignment for the benefit of creditors;

1.3.2 A Member files a voluntary petition in bankruptcy;

1.3.3 A Member is adjudged a bankrupt or insolvent, or has entered against him an order for relief, in any bankruptcy or insolvency proceeding;

1.3.4 A Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

1.3.5 A Member seeks, consents to, or acquiesces in, the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his properties; or

1.3.6 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the Member of all or any substantial part of his properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

1.4 Capital Account shall mean a separate account for each Member maintained and adjusted in accordance with the Regulations under Section 704 of the Code (including, without limitation, Section I. 704-1(b)(2)(iv) of the Regulations). To the extent consistent with such Regulations, a Member's Capital Account shall consist of the initial Capital Contribution made by such Member pursuant to Section 4.2:

(a) decreased by the amount of (i) any losses or deductions allocated to such Member, (ii) any distributions of Net Distributable Cash or other property made to such Member, and (iii) any liabilities of such Member assumed by the Company, and

(b) increased by the amount of (i) any profits allocated to such Member, (ii) any Capital Contributions made by such Member subsequent to the initial Capital Contribution required by Section 4.2, and (iii) any liabilities of the Company that are assumed by such Member.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed to require all adjustments and determinations which are necessary to the maintenance of capital accounts to be made in accordance with

Section 1.704-1(b)(2)(iv) of the Regulations (including, without limitation the adjustments referred to in Section 1.704-1(b)(2)(iv)(f)(3) of the Regulations and the determinations referred to in Section 1.704-1(b)(2)(iv)(j)(4) of the Regulations).

1.5 "Capital Contribution" shall mean the amount of cash and/or the value of any other property contributed to the Company by a Member.

1.6 "Certificate" shall mean the Certificate of Organization forming the Company, as it may, from time to time, be amended in accordance with the Act.

1.7 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any subsequent Federal law of similar import.

1.8 "Company" shall mean the limited liability company formed pursuant to the Certificate and this Agreement, as the same may be amended from time to time.

1.9 "Incompetence" shall mean a judicial determination that a Person is not competent to handle his own affairs, whether by reason of physical or mental incapacity or otherwise.

1.10 "Liquidating Trustee" shall have the meaning specified in Section 11.3.

1.11 "Manager" shall mean any Person named as a Manager in this Agreement and any Person who shall become a Manager as permitted by this Agreement, in such Person's capacity as a Manager of the Company; and "Managers" shall mean, collectively, all such Persons in such capacity.

1.12 "Member" shall mean any Person named as a Member of the Company in this Agreement or who shall become a Member as permitted by this Agreement, in such Person's capacity as a Member of the Company; and "Members" shall mean, collectively, all such Persons in such capacity.

1.13 "Membership Interest" or "Interest" shall mean a Member's percentage share of the Company's business, assets, capital, profits and losses, subject to all provisions of this Agreement, the Certificate and the Act.

1.14 "Net Distributable Cash" shall mean all cash and funds received by the Company (including initial Capital Contributions) less the sum of the following to the extent made from such cash and funds received by the Company (but not to the extent made from other sources, including, without limitation, Net Liquidation Proceeds or cash reserves maintained by the Company): (a) all cash expenditures (including capital expenditures) incurred incident to the operation of the Company's business including the acquisition, development and maintenance of the Company's property ; and (b) such cash reserves and additions thereto as the Manager shall

determine are in the best interest of the Company.

1.15 "Net Liquidation Proceeds" shall mean the amount of money, the principal amount of any indebtedness due to the Company, and the fair market value (as of the date of distribution) of any and all other property distributed to the Members in liquidation of the Company pursuant to Section 11.3, reduced by any liabilities of the Company that are assumed by such Members or that are secured by property distributed by the Company to such Members.

1.16 "Person" shall mean any natural person, corporation, partnership (whether general or limited), limited liability company, trust, estate, association or other legal entity or organization, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

1.17 "Profits" and "Losses" shall mean the net income or loss of the Company for a fiscal year as determined for Federal income tax purposes, including all items of LLC income, gain, loss, deduction, credit and the like.

1.18 "Property" shall mean all real and personal property, intangibles and other assets owned by the Company from time to time.

1.19 "Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code by the United States Treasury Department, as the same may be amended from time to time.

1.20 "Regulatory Allocations" shall have the meaning specified in Section 5.6.

1.21 "Substitute Member" shall mean a Person admitted as a Member pursuant to Section 10.3.

1.22 "Tax Matters Partner" shall have the meaning specified in Section 7.3.

1.23 "Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, assignment, gift, bequest, redemption, distribution, encumbrance, hypothecation, pledge, retirement, resignation, transfer, withdrawal, disposition or alienation of any sort, voluntary, involuntary or by operation of law, relating to the Interest of a Member, including, without limitation, any assignment, distribution or disposition of any sort resulting from death, Incompetency, Bankruptcy, liquidation or dissolution.

## **ARTICLE II FORMATION, PURPOSES, POWERS**

2.1 Formation and Organization. The Company shall be formed as a limited liability company under the Act. The term of the Company shall commence upon the filing of the Certificate in the Office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

2.2 Name. The Company is and shall be known as “SPENCER HOUSE LLC” or such other name as may be approved by the Members. All Company business must be conducted in that name or such other names that comply with applicable law as the Members may select from time to time.

2.3 Registered Office; Registered Agent; Other Offices. The registered office of the Company in the Commonwealth of Massachusetts is and shall be at 1 Birch Circle, Chester, Massachusetts, or such other place as the Manager may designate from time to time. The registered agent for service of process on the Company in the Commonwealth of Massachusetts or any other jurisdiction shall be such Person or Persons as the Manager may designate from time to time. The Company may have such other offices as the Manager may designate from time to time.

2.4 Purposes. The purpose of the Company is to (a) hold title to real estate and real property and any all activities directly or indirectly incidental thereto; (b) to manage commercial real estate and any and all activities directly or indirectly incidental thereto; (c) to own, operate, and manage a retail cannabis dispensary in accordance with the regulations of the Massachusetts Cannabis Control Commission; and (d) engage in any other activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may lawfully engage. The Company shall have all the powers necessary or convenient to pursue any purpose for which it is formed, including all powers granted by the Act.

2.5 Term. The Company shall continue perpetually in existence unless and until the Company shall be dissolved, wound up, and terminated in accordance with Article 11.

2.6 Company’s Right to Enforce. The Company shall have the right to bring an action against any Member to enforce the terms of this Agreement.

## **ARTICLE III MEMBERS AND MEMBERSHIP INTERESTS**

3.1 Members. The Members of the Company as of the date hereof and their Membership Interests are listed on Schedule A attached hereto.

3.2 Additional Members. Additional Persons may be admitted as Members (each an "Additional Member") of the Company on such terms and conditions as shall be approved by the Manager. The admission of an Additional Member shall be effective only (i) with the prior written approval of the Manager; and (ii) when the Additional Member shall have executed and delivered the documents and instruments specified by the Manager pursuant to this Section 3.2, including without limitation such documents and instruments as the Manager shall deem necessary to confirm the Additional Member's agreement to be bound by all the terms and provisions of this Agreement (the "New Member Packet"). Upon an Additional Member's admission to the Company, Schedule A shall be amended to include such Additional Member. Upon the approval of all of the Manager of the admission of an Additional Member, the Manager shall have the authority to execute the New Member Packet on behalf of all of the other existing Members.

3.3 Powers of Members; Binding the Company. Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of the Company or have any right, power or authority to transact any business in the name of the Company or to act for, or on behalf of, or to bind the Company. Absent specific authorization by the Manager, no Member who is not a Manager shall be an agent of the Company or have any right, power or authority to act for or to bind the Company or any other Member.

3.4 Reimbursements. The Company shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Distributable Cash and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Member.

3.5 Meetings of the Members; Action Without a Meeting.

3.5.1 All meetings of Members shall be held at such place within or without the Commonwealth of Massachusetts as may be designated from time to time by the Members or, if not so designated, at the principal office of the Company. Meetings of the Members may be called at any time by any Member or the Manager. An annual meeting of the Members for the purpose of reviewing the annual report of the Company and the transaction of such other business as may properly come before the meeting may be held on a date and at a time and place determined by the Manager. Each meeting of the Members shall be presided over by the Manager.

3.5.2 Notice of each meeting shall be given at least seven days before the meeting and shall be either mailed to each Member addressed to the addresses set forth on Schedule A, given to each Member in person or by telephone, or sent by



telegraph or facsimile transmission, and in all cases with a copy sent by electronic mail, to such Member's address set forth on Schedule A or usual place of business. Notice of any adjourned meeting need not be given other than by announcement at the meeting at which the adjournment shall be taken. Notice need not be given to any Member who signs a written waiver of notice before or after the meeting or who attends the meeting without protesting the lack of notice to him, either before the meeting or when it begins. The notice of a meeting shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called.

3.5.3 Any Member may authorize any Person to act for him by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or the Member's attorney-in-fact.

3.5.4 A quorum for the conduct of any business requires the presence in person or by proxy of Members holding more than a majority of the Membership Interests. Members may participate in a meeting by means of a conference telephone or similar equipment that allows all persons participating in the meeting to hear each other, and participation by such means shall constitute presence in person at such meeting.

3.5.5 Except as otherwise provided by law or this Agreement, any action to be taken by the Members at a meeting shall be authorized by vote of Members holding at least fifty-one percent of the total Membership Interests belonging to the Members participating in person, by telephone, by proxy, or by prior written vote in a duly noticed meeting at which there is a quorum present.

3.5.6 Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members holding a majority of the Membership Interests or such greater percentage of the Membership Interests as may be required by law or this Agreement in order to approve the action in question. Such written consents shall be delivered to the Manager at the principal office of the Company and, unless otherwise specified, shall be effective on the date when the first consent is so delivered.

3.6 Limitation of Duties and Liabilities of Members. Except as otherwise provided in the Act, no Member shall (a) be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company, (b) be obligated to restore a deficit balance, if any, in the Member's Capital Account or (c) be liable to the Company for damages resulting from an action taken in the reasonable belief that such action is authorized by the provisions of this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be

grounds for making any Member responsible for the liabilities of the Company. The Members shall have no obligation to contribute to the day-to-day operations of the Company.

3.7 No Right to Withdraw. No Member shall have any right to resign as a Member except in the case of an assignment of such Member's entire Interest to either (i) the Manager; or (ii) a Person approved as a Substitute Member pursuant to Section 10.3. No Member shall have any right to receive the fair value of his Interest upon the resignation or withdrawal of such Member from the Company.

3.8 Partition. Each Member hereby waives any and all rights that he may have to partition, or maintain an action for partition of the Company's property.

3.9 Approval of Specific Actions by Members. Notwithstanding any other provision of this Agreement, the following specific actions shall require the approval of the Members:

3.9.1 This Agreement may not be amended except upon approval by vote of Members holding at least seventy-five percent of the total Membership Interests. Any amendment of this Agreement approved by this process shall be binding upon all parties to this Agreement with the same force and effect as if executed by all parties to this Agreement; provided, however, that without the approval of the Members, the Manager may amend this Agreement to (i) reflect changes made in the membership of the Company and in the contributions of the Members to the Company in accordance with the terms of this Agreement (ii) correct typographical or other errors or omissions, or (iii) make similar minor changes or conform this Agreement to law. All amendments made in accordance with this Section 3.9.1 shall be evidenced by a writing executed by any Manager, and a copy of such written amendment shall be kept at the office of the Company. Notwithstanding the foregoing, this Agreement shall be amended from time to time in each and every manner to comply with the then existing requirements of the Code, Regulations and rulings of the IRS affecting the status of the Company as a partnership for Federal income tax purposes, and no amendment shall be proposed which will directly or indirectly affect or jeopardize the then status of the Company as a partnership for Federal income tax purposes.

3.9.2 The following matters shall require approval by Unanimous Written Consent of the Members (excluding those members not eligible to vote on a matter, provided a majority must be eligible to vote):

(i) causing or permitting the Company to sell or otherwise Transfer (A) all or substantially all of its assets or (B) any asset, or group of related assets, other than in the ordinary course of business; or

(ii) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (A) is unrelated to the Company's purposes, (B) otherwise contravenes the Certificate or this Agreement, (C) would make it impossible to carry on the ordinary business of the Company, or (D) is not directly related to the carrying on of the business of the Company in the usual way.

#### **ARTICLE IV CAPITAL ACCOUNTS AND CAPITAL CONTRIBUTIONS**

4.1 Separate Capital Accounts. The Company shall maintain a separate Capital Account for each Member in accordance with the Regulations promulgated under Section 704(b) of the Code.

4.2 Initial Capital Contribution. Each Member has contributed in cash, property or services rendered to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member only if agreed to by the Manager and shall be reflected on Schedule A hereto.

4.3 No Third Party Rights. The provisions of this Article 4 are not for the benefit of any creditor or other person other than a Member to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or any Member, and no creditor or other person shall obtain any rights under, or by reason of, this Article 4, or shall be able to make any claim in respect of any debts, liabilities or obligations against the Company or any Member.

4.4 Member's Interest as Personal Property. A Member's Interest shall for all purposes be personal property. A Member shall have no interest in specific LLC property. A Member's Interest shall not be evidenced by a certificate or instrument.

4.5 Non-Cash Contributions. The Members shall agree in writing as to the value of any property other than cash contributed to the Company prior to contribution.

#### **ARTICLE V PROFITS AND LOSSES**

5.1 Net Profits, Net Losses, and Net Cash Flow. The net profits, net losses, and net cash flow of the Company shall be allocated among the Members as set forth on Schedule A hereto ("Percentage Interest").

5.2 Timing of Allocation. Allocations of profits and loss provided for in this Article 5 shall generally be made as of the end of the fiscal year of the Company.

5.3 Allocation of Net Taxable Income. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting of the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code 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.

5.4 Regulatory Allocations. Notwithstanding any other provision in this Article 5 to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

5.4.1 "Partner nonrecourse deductions" as described and defined in Section 1.704-2 of the Regulations attributable to a particular "partner nonrecourse liability" (as defined in Section 1.704-2(b)(4); for example, a liability of the Company which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability;

5.4.2 Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(1) and 1.704-2(i)(4) of the Regulations; and

5.4.3 Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account (a) all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations and (b) each Member's share, if any, of the Company's partnership minimum gain and partner nonrecourse minimum gain as provided in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations). Since the allocations set forth in this Section 5.6 (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intend to divide LLC distributions, the Manager shall be authorized to divide other allocations of Profits, Losses and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Members under Section 6.1 but for application of the Regulatory Allocations. The Manager shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the

Regulations thereunder. The Manager may make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

5.5 Tax Conformity; Reliance on Attorneys or Accountants. The determination of each Member's share of each item of income, gain, loss, deduction or credit of the Company for any period or fiscal year shall, for purposes of Sections 702 and 704 of the Code, be made in accordance with the allocations set forth in this Article 5. The Manager shall have no liability to the Members or the Company if the Manager shall rely upon the opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Article 5 or other provisions of this Agreement:

(a) If in any year there is a net decrease in the amount of Minimum Gain attributable to either (i) Nonrecourse Debt that is not Partner Nonrecourse Debt or (ii) Partner Nonrecourse Debt, then each Member shall first be allocated items of Gross Income for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in such Minimum Gain (determined in accordance with Treasury Regulation Sections 1.704-2(g)(2) and 1.704-2(i)(5)) to the minimum extent required by, and in the manner specified in, Treasury Regulation Sections 1.704-2(f) and 1.704-2(i)(4).

(b) All Nonrecourse Deductions of the Company for any year other than Nonrecourse Deductions attributable to Partner Nonrecourse Debt shall be allocated to the Members in accordance with their Sharing Ratios.

(c) All Nonrecourse Deductions of the Company for any year attributable to Partner Nonrecourse Debt shall be allocated to the Member who bears the Economic Risk of Loss with respect to the debt.

## **ARTICLE VI APPLICATION OF FUNDS OF THE COMPANY**

6.1 Distributions to Members. Except as provided in Articles 5 and Section 11.3, Net Distributable Cash shall be distributed from time to time to the Members in accordance with their respective Membership Interests.

6.2 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the Company in kind. If any assets of the Company shall be distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager.

6.3 Repayment of Advances. If any Member, with the approval of the Company, has made, or shall make, advances to the Company for the payment of expenses related to the business of the Company, such Member shall have the right to repayment of such advances, plus accrued interest, if any, in accordance with a schedule determined by the Members prior to any distribution of Net Distributable Cash to the Members. Unless the Company and the Member shall agree in writing prior to or at the time of the advance on whether interest shall accrue and at what rate, no interest shall accrue on that advance.

6.4 Company's Right to Offset. Except with respect to distributions made pursuant to Section 5.3, whenever the Company is required to make a distribution to a Member, the Company shall have the right to deduct any amount such Member shall owe to the Company from the amount of such distribution.

## **ARTICLE VII TAX ELECTIONS**

7.1 Taxation as Partnership. The Company shall be treated as Partnership for Federal income tax purposes.

7.2 Elections Made by the Manager. All elections by the Company for Federal income tax or other tax purposes shall be determined by the Manager.

7.3 Tax Matters Partner. The Manager shall designate one Member to act as the "tax matters partner" as that term is defined in Section 6231 (a)(7) of the Code (the "Tax Matters Partner").

7.4 Right to Make Section 754 Election. The Tax Matters Partner may, with the approval of the Members, make or revoke, on behalf of the Company, an election in accordance with Section 754 of the Code, so as to adjust the basis of LLC property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of an LLC interest within the meaning of Section 743 of the Code. Each Member shall, upon request of the Tax Matters Partner, supply the information necessary to give effect to such an election.

## **ARTICLE VIII MANAGEMENT**

8.1 Manager. The Company shall be managed by one or more Managers, who shall be collectively referred to herein as the "Manager," who shall have full, complete and exclusive power, authority, and discretion with respect to the management of the business, affairs and properties of the Company. All powers of the Company shall be exercised by or under the authority of the Manager, except as otherwise set forth herein. The initial Manager of the Company shall be Heather

Anello. A Substitute Manager may replace Heather Anello pursuant to Section 8.6, in which case the Substitute Manager shall have all the authority and powers of the Manager set forth herein.

8.2 Specific Powers of Manager. In furtherance of this authority, the Manager shall have, subject to the Required Approvals, all right, power and authority necessary, appropriate, desirable or incidental to carry out the conduct of the business of the Company, including, but not limited to, the right, power and authority to, in the ordinary course of business:

8.2.1 Enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind;

8.2.2 Acquire, purchase or contract to purchase, or sell or contract to sell, or to lease or hire any property, real or personal, including interests in general and limited partnerships, limited liability companies and other entities, and to pay the purchase price or make the capital contribution required therefor;

8.2.3 Sell, transfer, assign, finance, convey, lease, mortgage, exchange or otherwise dispose of all or any portion of the Property of the Company, or any interest therein, at any time upon such terms as the Manager shall determine;

8.2.4 Construct, develop, renovate, rehabilitate, operate, purchase, maintain, improve, expand or own any real or personal property;

8.2.5 Borrow money and issue evidences of indebtedness and secure the same by mortgage, pledge, or other lien on the assets of the Company, and guarantee the debt of others and secure the same as aforesaid;

8.2.6 Prepay in whole or in part, refinance, increase, modify, or extend any debt or any mortgage securing the same;

8.2.7 Employ and dismiss from employment any and all employees, officers, agents, managers, independent contractors, advisors, consultants, appraisers, attorneys and accountants, on such terms and for such fees, expenses, salaries, wages or other compensation as the Manager shall determine, and to delegate to such Persons such authority to act on behalf of the Company and such duties and functions as the Manager shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

8.2.8 Incur and pay all costs, expenses and expenditures incurred in the course of the conduct of the business of the Company, including the payment of all taxes, charges and assessments that may be levied, assessed or imposed on any of the Property of the Company;



8.2.9 Invest funds which, in the judgment of the Manager, are not immediately required for the conduct of the business of the Company, in such investments as may be selected by the Manager; which investments may include loans to individuals, corporations, partnerships or other entities affiliated with the Company or the Members;

8.2.10 Pay, extend, renew, modify, submit to arbitration, prosecute, defend or compromise, upon such terms as the Manager shall determine proper and upon any evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, either in favor of or against the Company, and adjust, compromise, settle or refer to arbitration any claim in favor of or against the Company or any of its assets;

8.2.11 Make elections in connection with the preparation of any Federal, state and local tax returns of the Company;

8.2.12 Acquire and enter into any contract of insurance necessary or proper for the protection of the Company, any Member or Manager, and the Manager shall ensure that the Company shall have in place at all times policies of general liability insurance and directors and officers insurance with such coverage and at such levels as the Members shall determine is appropriate;

8.2.13 Execute, acknowledge, deliver, modify or amend any and all instruments to effectuate any and all of the foregoing; and

8.2.14 Perform any other act which the Manager shall deem necessary or desirable for the Company or its business.

8.3 Binding the Company. Any action taken by a Manager as Manager of the Company shall bind the Company and shall be deemed to be the action of the Company. Except as otherwise specifically set forth in this Agreement, the signature of the Manager on any agreement, contract, instrument or other document shall be sufficient to bind the Company in respect thereof and shall conclusively evidence the authority of such Manager and the Company with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

8.4 Reimbursement. The Company shall reimburse the Manager for all ordinary and necessary out-of-pocket expenses incurred by the Manager on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Distributable Cash and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Manager who is also a Member.

8.5 Limitation of Duties and Liabilities of Managers. Except as otherwise provided in the Act, no Manager shall (a) be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager of the Company, or (b) be liable to the Company or any Member for any acts or omissions performed or omitted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority conferred by this Agreement and in the best interests of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making any Manager responsible for the liabilities of the Company.

8.6 Resignations and Removal of Managers; Election of Managers.

8.6.1. Resignation and Removal of Managers. Any Manager of the Company may resign at any time by giving notice to the Board. Such resignation shall take effect at the time specified therein or, if such time is not specified therein, then upon receipt thereof, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager of the Company may be removed, either with or without cause, at any time by a vote or written consent of the Members holding at least 67% of the Membership Interests.

8.6.2 Election of Managers. In the event of the removal or resignation of any Manager, a Substitute Manager may be elected by a vote or written consent of the Members holding at least 67% of the Membership Interest.

8.7 Action by Written Consent. Any action required or permitted to be taken by the Manager may be taken without a meeting if a written consent to such action shall be signed by the Manager.

8.8 Actions Binding on Members. Decisions and actions of the Manager within the scope of the Manager's authority shall be binding on the Company and each Member. Any action taken by the Company in compliance with the direction of the Manager pursuant to the Manager's authority hereunder shall be binding on the Company and each Member.

8.9 Management Standards. The Manager shall conduct the affairs of the Company in good faith and in a manner designed to further the best interests of the Company. Except in instances of bad faith or willful misconduct, the Manager shall not be liable to the Company or any Member for errors or omissions in the performance of their duties with respect to the Company.

8.10. Outside Business Ventures. Any Member, Manager or affiliate of a Member or Manager may engage in or possess an interest in other business ventures

of any nature or description, independently or with others, and neither the Company nor the Members shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture shall not be deemed wrongful or improper. No Member, Manager or affiliate of a Member or Manager shall be obligated to present any particular business or investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member, Manager or affiliate thereof shall have the right to act on any such business or investment opportunity for his own account (either individually or as a partner or a fiduciary) or to recommend any such business or investment opportunity to others.

8.11. Reliance by Third Parties. Any Person dealing with the Company, other than a Member, may rely on the certificate of any Manager as to the authorization of the Board of any action in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance with it, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Any Manager who shall execute a false certificate shall indemnify and hold harmless the Company and the other Members and Managers for all costs directly or indirectly resulting from the false certificate and any transactions consummated in reliance thereon.

8.12 Bank Accounts. All funds of the Company shall be deposited in such bank account or accounts as shall be designated by the Manager. Withdrawals from any such bank account shall be made upon such signature or signatures as the Manager may designate, and shall be made only for the purposes of the Company.

8.13 Books and Records. The Manager shall keep true, exact and complete books of account in which shall be entered fully and accurately each and every transaction of the Company. The fiscal year and the taxable year of the Company shall be the calendar year. All books of account shall be kept by the Manager at the principal office of the Company and all Members shall have the right to inspect and copy such books at the Member's expense at all reasonable times. An accounting shall be made at the end of each fiscal year and a copy of the accounting report shall be transmitted to each Member.

## ARTICLE IX INDEMNIFICATION

9.1 Right to Indemnification. The Company shall indemnify, to the fullest extent permitted by Massachusetts law, each person who is or was a Member or Manager of the Company, each person who is or was serving at the request of the Company as a director, trustee or officer of another organization, and each person who is or was serving at the request of the Company in any capacity with respect to any employee benefit plan, against all liabilities, costs and expenses (including,

without limitation, amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements reasonably incurred) in connection with the defense or disposition of or otherwise in connection with or resulting from, any pending or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a Member, Manager, director, trustee or officer, or having served in any capacity with respect to any employee benefit plan, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the Company or, to the extent that such matter relates to services with respect to any employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan. Expenses, including, without limitation, counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

9.2 Rights Not Exclusive. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Member, Manager, or any such person serving in any capacity with respect to any employee benefit plan may be entitled or which may lawfully be granted to him.

9.3 Insurance. By action of the Manager, notwithstanding any interest of the Manager in such action, the Company may purchase and maintain insurance, in such amounts as the Members may from time to time deem appropriate, on behalf of any person who is or was a Member or Manager of the Company, or is or was serving at the request of the Company as a director, trustee or officer of another organization or in any capacity with respect to any employee benefit plan, against any liability incurred by him in such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability. The Company may enter into indemnity contracts with such Persons as the Manager shall determine and adopt written procedures for the advancement of expenses and the funding of obligations under Section 9.1 and such other matters regarding indemnification as the Manager shall deem appropriate. The Company shall have in place at all times policies of general liability insurance and directors and officers insurance with such coverage and at such levels as the Members shall determine are appropriate.

9.4 Amendment. No amendment or repeal of any of the provisions of this Article 9 which adversely affects the rights under this Article 9 of a Member or Manager of the Company, a person serving at the request of the Company as a director, trustee or officer of another organization, or any person serving at the request of the Company in any capacity under any employee benefit plan shall apply with respect to such party's acts or omissions that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted for or was made with the written consent of such party.

## **ARTICLE X**

### **TRANSFERABILITY OF INTERESTS; SUBSTITUTE MEMBERS**

10.1 Transferability of Interests. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment to transfer by operation of law or by order of court, such Member's interest in the Company or any part thereof, or in all or any part of the assets of the Company, without the prior written consent of the Manager, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

10.1.2 Permitted Family Transfer. Notwithstanding anything herein to the contrary, any Member shall be entitled to transfer his Units to a trust for the benefit of his spouse or children, subject to the condition that he retain all voting rights of the transferred Units unless transfer of the voting rights shall be permitted by the Manager (each a "Permitted Family Transfer").

10.2 Right of First Refusal. All transfers of Membership Interests shall be subject to a right of first refusal benefitting the Company. Each time a Member (the "Transferring Member") proposes to Transfer all or any part of such Transferring Member's Membership Interest, such Transferring Member shall first offer such Membership Interest to the Company and the other Members (collectively, the "Non-Transferring Members" and individually, a "Non-Transferring Member") in accordance with the following provisions:

10.2.1 The Transferring Member shall deliver a written notice (a "Notice of Proposed Transfer") to the Company and the Non-Transferring Members stating (a) such Member's bona fide intention to Transfer all or a portion of the Transferring Member's Membership Interest, (b) the name and address of the proposed transferee (the "Proposed Transferee"), (c) the portion of the Transferring Member's Membership Interest to be Transferred (the "TM Interest") and (d) the purchase price for which the Transferring Member proposes to Transfer the TM Interest and all other terms and conditions of such proposed bona fide Transfer (collectively, the "Transfer Terms").

10.2.2 The Company shall have the right to elect to purchase the TM Interest upon the Transfer Terms by giving the Transferring Member notice of such election not later than 30 days after the Notice of Proposed Transfer shall have been given (the "First Refusal Period"). If the Company shall fail to exercise its right to purchase the TM Interest within the First Refusal Period, the Company shall give notice (the "LLC Notice") of such failure to each Non- Transferring Member within five days after the expiration of the First Refusal Period. Each Non- Transferring Member shall then have the right to elect to purchase the TM Interest upon the Transfer Terms by giving the Company and the Transferring Member notice (an "NTM Notice") of such election not later than 30 days after the Company Notice shall have been given (the "Second Refusal Period"). If more than one Non-Transferring Member shall give an NTM Notice, then, in the absence of any agreement otherwise between or among them, each such Non-Transferring Member shall be entitled to purchase a portion of the TM Interest in the same proportion that the Membership Interest then owned by such Non-Transferring Member bears to the aggregate Membership Interests of all of the Non-Transferring Members who shall have elected to purchase the TM Interest.

10.2.3 If either the Company or one or more of the Non-Transferring Members shall elect to purchase the TM Interest, the closing of such purchase shall take place (a) within 30 days after the end of the First Refusal Period, if such purchase shall be made by the Company or (b) within 30 days after the end of the Second Refusal Period, if such purchase shall be made by one or more of the Non-Transferring Members. At the closing, the Transferring Member shall Transfer the TM Interest to the Company or the Non-Transferring Member or Members, as the case may be, free and clear of all liens, claims and other encumbrances.

10.2.4 If neither the Company nor any of the Non-Transferring Members shall elect to purchase the TM Interest, then the Transferring Member may Transfer the TM Interest to the Proposed Transferee, provided such Transfer shall be (a) completed within 30 days after the expiration of the Second Refusal Period and (b) made on terms no less favorable to the Transferring Member than the Transfer Terms. If the TM Interest shall not be so Transferred, or if the TM Interest shall be so transferred but shall not constitute the Transferring Member's entire Interest, the Transferring Member shall give notice in accordance with Section 10.2.1 prior to any other or subsequent Transfer of the TM Interest or any other portion of his Membership Interest.

10.3 Transferee Not to Become a Member Without Approval of the Manager. If a Transfer of a Members rights or interest in such rights shall occur such Transfer shall, nevertheless, not entitle the transferee to become a Member (a "Substitute Member") or to be entitled to exercise or receive any of the rights, powers or benefits of a Member other than the right to receive distributions to which the Transferor

would be entitled, unless the Transferor shall (i) request, in a written instrument delivered to the Manager, that the transferee become a Substitute Member; and (ii) the Manager provides prior written approval to make the Transferee a Substitute Member. Each Person admitted as a Substitute Member shall execute and deliver to the Manager a New Member Packet and such other documents or instruments as the Manager shall deem necessary to confirm the Substitute Member's agreement to be bound by all of the terms and provisions of this Agreement. Immediately following such admission, the Transferor shall cease to be a Member of the Company and Schedule A shall be amended to include the Substitute Member in place of the Transferor. Upon the approval of all of the Manager of the admission of a Substitute Member, the Manager shall have the authority to execute the New Member Packet on behalf of all of the other existing Members.

10.4 Recognition of Transfer by the Company. No Transfer or any part thereof that shall be in violation of this Article 10 shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions pursuant to Article 6 or Section 11.3. Neither the Company nor the Manager or Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid Transfer. Unless named in this Agreement, or unless admitted to the Company as a Substitute Member or Additional Member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by a Member or by reason of the death or Bankruptcy of a Member, except as otherwise provided in this Agreement.

## ARTICLE XI DISSOLUTION. LIQUIDATION AND TERMINATION

11.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members in accordance with the terms of this Agreement.

11.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

11.2.1 The unanimous vote of the Members;

11.2.2 The entry of a decree of judicial dissolution under the Act;

11.2.3 The sale or transfer of all or substantially all of the Property of the LLC; or

11.2.4 The occurrence of any other event causing the dissolution of the LLC under the Act.

11.3 Liquidation. Upon dissolution of the Company, the Manager, or if there shall be no Manager, the Person or Persons approved by the Members (in such capacity, the "Liquidating Trustee"), shall carry out the winding up of the Company, and shall immediately commence to wind up the Company's affairs; provided that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(i) First, to creditors of the Company, including Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) Second, to the Members in accordance with their Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods; and,

(iii) Finally, to the Members in accordance with their Membership Interests.

11.4 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 11 and the Certificate shall have been canceled in the manner required by the Act.

11.5 Claims of the Members for Capital Contributions. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company shall be insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

## **ARTICLE XII REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties. Each Member hereby represents and warrants to each other Member and the Company as follows:



11.1.1 If such Member is an entity, such Member is duly organized, validly existing and in good standing under the law of its state of organization and has full corporate or other organizational power to execute and enter into this Agreement and to perform its obligations hereunder, and all corporate and other proceedings required to be taken by such Member to authorize the execution, delivery and performance of this Agreement have been taken.

11.1.2 If such Member is an individual, such Member has all requisite power and has full legal capacity and is competent, to execute, deliver and enter into this Agreement and to perform his obligations hereunder.

11.1.3 The performance by such Member of such Member's obligations hereunder will not result in a breach or a violation of, or a default under, any agreement or instrument by which such Member or any of such Member's properties is bound or any statute, rule, regulation, order or other law to which such Member is subject, or require the obtaining of any consent, approval, permit or license from or filing with, any governmental authority or other person by such Member in connection with the execution, delivery and performance by such Member of this Agreement; and this Agreement constitutes (assuming its due authorization and execution by the other Members) such Member's legal, valid and binding obligation.

11.1.4 Such Member is acquiring such Member's Membership Interest for investment solely for such Member's own account and without an intent to distribute the interest in violation of the Securities Act.

11.1.5 The Member acknowledges that (i) the Membership Interests have not been registered under the Securities Act or any state securities laws, and (ii) the Membership Interests may not be sold, transferred, pledged or otherwise disposed of except in accordance with this Agreement and then only if such resale or transfer is registered in accordance with the provisions of the Securities Act and applicable state securities laws or is exempt from such registration.

11.1.6 Such Member understands that such Member must bear the economic risk of an investment in the Company for an indefinite period of time. Such Member is financially able to bear the economic risk of an investment in the Company and has no need for liquidity in this investment. Furthermore, the financial capacity of such Member is of such a proportion that the total costs of such Member's investment in the Company is not material when compared with such Member's total financial capacity.

11.1.7 Such Member has such knowledge, experience and skill in financial and business matters in general and with respect to investments of a nature similar to an investment in the Company so as to be capable of evaluating the merits

and risks of, and making an informed business decision with regard to, this investment.

11.1.8 Such Member (i) has received all information that such Member deems necessary to make an informed investment decision with respect to an investment in the Company and (ii) has had the unrestricted opportunity to make such investigation as such Member desires pertaining to the Company and an investment therein and to verify any information furnished to such Member.

11.1.9 Such Member understands that the Company is not obligated to register the Membership Interests for resale under the Securities Act or any applicable state securities laws and that the Company is not obligated to supply such Member with information or assistance in complying with any exemption under the Securities Act or any applicable state securities laws.

11.1.10 Such Member acknowledges and understands that the purchase of such Member's Membership Interest involves an investment in a new business that has no previous operating experience, and, therefore, this is a speculative investment with no assurance of success.

## **ARTICLE XII MISCELLANEOUS**

12.1 Notices. Except as otherwise specified herein, any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (a) delivered personally, (b) mailed by registered or certified mail, return receipt requested or (c) transmitted by fax or email, in each case with a confirming copy sent by overnight mail or courier service to the addresses set forth below. Notice given by a party's counsel shall be considered notice given by that party.

(a) To the Company:

Spencer House LLC  
Attn: Heather Anello  
215 Johnson Hill Road  
Washington, MA 01223  
e-mail: chefheather@gmail.com

(b) To each Member or Manager at the address for such Member or Manager set forth on **Schedule A**

(c) In each case, with a copy to:

Ethan S. Klepetar, Esq.  
Hellman Shearn & Arienti LLP  
342 Main Street  
Great Barrington, MA 01230  
Email: [eklepetar@hellmanshearn.com](mailto:eklepetar@hellmanshearn.com)

12.2 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Members and Managers relating to the Company and supersedes and replaces any prior understanding, agreement, or statement (written or oral) of intent with respect to the Company.

12.3 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

12.4 Amendment or Modification. This Agreement may not be amended except upon the approval of a Super-Majority at the time of the amendment and any amendment of this Agreement so approved shall be binding upon all parties to this Agreement with the same force and effect as if executed by all parties to this Agreement; provided, however, that the Managers may amend this Agreement without the approval of any Member for the following purposes: (a) to reflect changes made in the membership of the Company and in the contributions of the Members to the Company in accordance with the terms of this Agreement; (b) to add to the duties or obligations of the Managers or surrender any right or power granted to the Managers herein; (c) to cure any ambiguity, correct or supplement any provision herein which may be inconsistent with any other provisions herein, or correct typographical or other errors or omissions; or (d) to make similar minor changes in order to conform this Agreement to law. All amendments made in accordance with this Section 12.4 shall be evidenced by a writing executed by the Managers and a copy of such written amendment shall be kept at the office of the Company. Notwithstanding the foregoing, this Agreement shall be amended from time to time in each and every manner to comply with the then existing requirements of the Code, Treasury Regulations and rulings of the Internal Revenue Service affecting the status of the Company as a partnership for federal income tax purposes, and no amendment shall be proposed which will directly or indirectly affect or jeopardize the then status of the Company as a partnership for federal income tax purposes.

12.5 Binding Effect. This Agreement is binding on and inures to the benefit of the Members and Managers and, subject to the restrictions on Transfer set forth in this Agreement, their respective heirs, legal representatives, successors, and permitted assigns.

12.6 Governing Law; Severability. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.7 Further Assurances. Each Member shall execute and deliver all certificates, instruments, and other documents and shall do all such other acts as the Managers deems necessary or appropriate to comply with the requirements of the Act for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the Property of the Company or to effectuate the provisions of this Agreement.

12.8 Counterparts. To facilitate execution, this Agreement may be executed (a) in as many counterparts as may be convenient or required and (b) by transmission of one or more counterparts with a facsimile or digital image containing the signature of an authorized person which shall be deemed and accepted as an original signature. It shall not be necessary that (a) the signature and acknowledgment of, or on behalf of, each party appear on each counterpart; or (b) the signature and acknowledgment of all persons required to bind a party appear on one counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce, or account for, more than a single counterpart containing the signature and acknowledgment of, or on behalf of, each of the parties hereto.

12.9 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of the Company or any Member. No such third party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability, or obligation (or otherwise) against the Company or any Member.

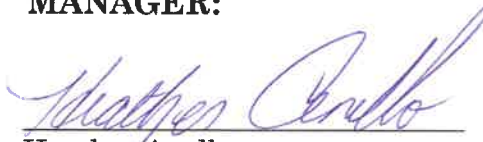
12.10 Section Titles. The headings herein are included as a matter of convenience only and do not define, limit or describe the scope of this Agreement or the intent of any of the provisions hereof.

12.11 Remedies Cumulative. No remedy conferred upon or reserved to the Company or any Member or Manager by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Company or any Member or Manager hereunder or now or hereafter existing at law or in equity or by statute.

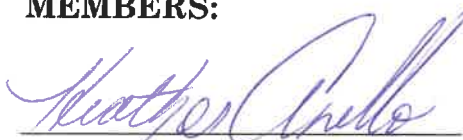
***[The remainder of this page is blank. The signature page follows.]***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

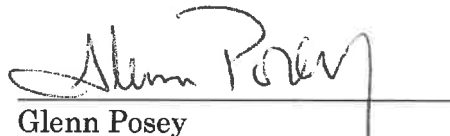
**MANAGER:**

  
Heather Anello

**MEMBERS:**

  
Heather Anello

  
Virginia Mure

  
Glenn Posey

  
Jane Pytko

## Schedule A

MEMBER NAME, ADDRESS & CONTACT INFO	INITIAL CAPITAL CONTRIBUTION	TOTAL UNITS	OWNERSHIP INTEREST
Name: Heather Anello 215 Johnson Hill Rd Washington, MA 01223  E-Mail Address: <a href="mailto:chefheathera@gmail.com">chefheathera@gmail.com</a>	\$50,000	73	73.00%
Name: Virginia Mure 115 Maple Street Catskill, NY 12414  E-Mail Address: <a href="mailto:ginny243@aol.com">ginny243@aol.com</a>	\$50,000	9	9.00%
Glenn Posey 484 Skyline Trail Chester, MA 01011  E-Mail Address: <a href="mailto:glenn.posey@yahoo.com">glenn.posey@yahoo.com</a>	\$50,000	9	9.00%
Jane Pytko 123 Frost Road Washington, MA 01223	\$50,000	9	9.00%

# **BUSINESS PLAN**

Spencer House LLC  
D/B/A Canna Corner  
3235 Main Street  
Becket, MA 01223



## **BUSINESS PLAN**

### **The Ownership**

The company, Spencer House LLC (the “Spencer House”), is a Massachusetts limited liability company.

### **The Management**

The sole member and manager of the Company is Heather Anello. All decisions are made by Ms. Anello. There is no board of directors, management group, or silent partner.

### **Business Sector**

The Spencer House owns and manages commercial real estate.

### **The Goals and Objectives**

The Spencer House’s objective is to own and operate a mixed-use real estate property located at 3235 Main Street, Becket, Massachusetts and known as the Spencer House. Its main source of business is leasing to a local restaurant and store called the Becket General Store and Restaurant (the “Becket General Store”). Additionally, the Spencer House offers two one-bedroom apartments that provide affordable rental housing to an important, strong, and unmet demand in the small towns of Becket and Washington. Finally, the Spencer House hopes to be a locally owned, small Adult-Use Marijuana Retail Establishment for off premise use only.

### **The Products**

The primary services provided by the Spencer House are the residential and commercial leasing opportunities, including its lease to the local Becket General Store. The Becket General Store is a space and an outlet for many of the residents of our community to socialize, and to stay connected and informed about topics directly related to our community.

The Spencer House is also proud to provide affordable rental apartments to community residents. The Spencer House is unique in that it owns one of the only buildings in Becket and Washington able to provide affordable, all-inclusive, one bedroom rental housing.

Finally, the Spencer House plans to operate a very small Adult-Use Marijuana Retail Establishment under the D/B/A, Canna Corner. The Spencer House is hoping to be a leader in this new industry, especially for small, local entrepreneurs in rural areas, establishing convenient, adult-use marijuana in a safe and controlled environment for its local community. Providing these services is essential for the growth, employment opportunities, and overall development of our small town.

**The Target Market**

The Spencer House has many different target markets. Young professionals and tradespeople have a market for affordable housing, while managing their education and careers. Very busy families have the convenience of a local restaurant and market for their families, without having to commute twenty or more minutes to an abutting City or Town. Senior-citizens have their coffee counter to maintain their daily retirement rituals. Finally, the Spencer House hopes to increase its revenues with the safe and secure distribution of adult-use retail marijuana from a small and local business owner with strong ties and affection to the local community. It is important to the future of this industry that a member of the immediate community take the responsibility of retail distribution into our neighborhoods. Having roots in the area secures a safe and responsible outfit for this new license. These are all important parts of what makes the small town of Becket so desirable to live in.

**Pricing Strategy**

In an effort to provide the community with affordable living, I plan to provide all inclusive, one bedroom apartments to a wide variety of residents in our area. Each apartment will include heat, hot water, electricity, and internet. Each apartment will be \$850.00 per month, provide a space for one vehicle, and allow for a small yard area.

Spencer House is aspiring to obtain one of only two adult use marijuana retail licenses available in our town. Our outfit will be named “Canna Corner”. It will be a “one cabinet” convenience shop distributing only what is in demand for local residence. I have high hopes for the most safe and secure ME establishment in our area. Canna Corner will provide a very - in demand - tax revenue surplus for our local municipality. Canna Corner will also eventually pay a rent to Spencer House. To be determined after renovations and demand have been accurately studied and completed. The Becket General Store is already be paying 1,000 per month for rent.

**The Competition**

The Spencer House has no known competitors, although there is some local anxiety that a large, non-local business without ties to the community may move in if the Spencer House does not obtain a license to run the Canna Corner as an Adult Use Marijuana Retail Establishment. The Spencer House is unique to the local community. It will be the first mixed use establishment of this nature in the history of Becket and Washington. Ms. Anello has lived in Becket and Washington for 30 years and, to date, she has never come across such an establishment.

**Ownership Background**

Heather Anello is the sole owner of the Spencer House.

Ms. Anello has owned and operated this business since it was created on June 24, 2016. The Spencer House owns and manages the real estate located at 3235 Main Street Becket, Massachusetts. Ms. Anello has fifteen years of experience owning and operating a food-service establishment in Massachusetts. Ms. Anello owned and operated White Tail Food Services for nine years out of the Bucksteep Manor property in Washington, Massachusetts. Over the last 15 years, she has sold over five million dollars in food sales and generated over 1.5 million dollars in profits. Ms. Anello has also been a landlord for a three-bedroom ranch house in Washington, Massachusetts.

**Organizational Timeline**

The Spencer House is already organized and operating a commercial real estate business. The Spencer House also hopes to secure an Adult Use Marijuana Retail Establishment license from the Massachusetts Cannabis Control Commission on or before Dec 31, 2018. The Spencer House anticipates to be completely finished with small renovations and to be operational by January 31, 2019.

**Company Assets**

Spencer LLC owns the real estate located at 3235 Main Street, Becket, Massachusetts, and all the fixtures, appliances, equipment associated with the management of the property, i.e. lawnmowers, tools, fences, walk-in hood suppression system, dishwasher, etc.

**The Current Products**

The primary service the Spencer House will provide is commercial and residential space for local members of our immediate community. Spencer House takes pride in the responsibilities of a unique outfit with diverse capabilities that keep our rural community appealing and safe to new and upcoming residents. Providing these services is essential for the growth and overall development of our small town.

**Future Products**

The Spencer House has many advantages for future development and growth. Ms. Anello is a well-known member of the community who has been able to have a personal relationship with nearly each and every resident who is a consumer in the area. Ms. Anello is uniquely situated from her experience to have a strong perspective on the community's issues, priorities, and needs.

Many of the community's members have expressed interest in community gardens, outdoor eatery space, and the strong need for baked goods and products. Ms. Anello hopes to add these aspects to the Spencer's House's business plans in the near future. As owner operator of the Spencer House, Ms.

Anello is a pillar of the local community who focuses on the growth and development of our Town's government, youth, and outreach programs. Ms. Anello donate hundreds of dollars, and countless hours, a year to hardships created by natural disaster, fire, low-income projects, and local school district and athletic groups.

**Staffing**

In its current phase, as well as the initial phase of starting up the Canna Corner, the Spencer House is and will be run by only Heather Anello, the sole owner. Depending on demand for the products offered by the Canna Corner, the Spencer House may hire up to 5 employees, who will be trained extensively on the Canna Corner's security and safety procedures.

**Capital Repayment Plan**

The Spencer House generates roughly \$2,600.00 per month in rental income, as follows:

- Becket General Store \$1000.00 per month
- Apartment #1 \$850.00 per
- Apartment #2 \$850.00 per

The income from these rentals exceeds the monthly mortgage payment, which is approximately \$1,650.00 per month. The excess \$950/month is sufficient to cover other costs, but with the additional revenue generated from the Canna Corner, the hope and expectation is that the Spencer House will be significantly more profitable leading to potential growth in other areas.

The Canna Corner income shall be determined based on costs of operation and demand in this new market.

## **Marketing and Pricing Plan**

### **Location Analysis**

The location at 3235 Main Street is a competitive location, on a main transit highway leading to several major cities and towns in Western, Massachusetts. This location is also one of only two main routes to the Mass Pike exit from many of the towns in the hills of Pioneer Valley and Berkshire County. Many people exiting the Mass Pike also have to pass by this location to reach major attractions like Jacob's Pillow in the same town of Becket, Massachusetts, as well as other local attractions like the Clark, Mass MoCA, and Tanglewood.

### **Established Customers**

The Canna Corner has the benefit of operating in an area already known to established customers of the Becket General Store and Restaurant. The Spencer House has established a wide variety of customers over several years. All of the customers rely on the Spencer House as a place to gather various essential products that are otherwise unavailable without driving 15-20 miles to another city or town, as well as a meeting place for coffee and meals.

Many of the Spencer House's regular customers have expressed overwhelming interest in safe and secure use of recreational marijuana. These local community members have also expressed how important it is to them that a retail marijuana establishment be operated by someone with deep ties to the community, who understands the challenges faced by rural towns and the importance of safety and protecting the youth.

### **Pricing**

In an effort to provide the community with affordable living, the Spencer House provides two (2) all-inclusive, one-bedroom apartments. Each apartment includes heat, hot water, electricity, and internet, as well as a parking space for one vehicle. Each apartment rents for \$850.00 per month.

The Spencer House also hopes to be offering safe and secure adult-use marijuana for off-premises consumption. It is anticipated that the cost of marijuana products will be similar, but, due to our remote location, slightly higher than that available in nearby cities and towns such as Pittsfield, Great Barrington, and Northampton.

**Advertising and Word of Mouth**

The Spencer House will advertise locally by signage, as well as through its Facebook page. However, the best source of marketing for the Spencer House has always been word of mouth from our happy local customers.

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

- Spencer House, LLC d/b/a Canna Corner ("Canna Corner") has obtained the quote for commercial liability insurance from Covington Specialty Insurance Company with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate attached hereto as Exhibit 1.
- Canna Corner plans to purchase the commercial liability insurance as set forth in the quote attached hereto as Exhibit 1 with a start date for the insurance occurring prior to operation of the Adult Use Retail Marijuana Establishment.



## **Exhibit 1**



R-T Specialty - Boston, MA

**COMMERCIAL QUOTE**

Quote Number: **RTS00017109** From:  
Quote Type: **New** Underwriter Email:  
Date: **10/1/2018** To: **Berkshire Insurance Group, Inc.**  
Insured Name: **Spencer House LLC**  
Policy Term: **10/1/2018 to 10/1/2019**  
♦ Home State: **MA**

Quote is valid until 11/30/2018.

**Carrier: Covington Specialty Insurance Company A.M. Best Rated: A+ XIV and S&P Rated: A+**

We are pleased to offer the following Terms and Conditions based on information received. Please review carefully as coverage may not be exactly as requested on the application.

Commercial Quote	
Coverage	Premium without Terrorism
Commercial General Liability	\$519.00
Terrorism Premium	Excluded
Annual Minimum and Deposit	\$519.00
Other Charges (SL Taxes and Fees)	\$70.76
Total Estimated Policy Premium	\$589.76
Terrorism may be added for \$21.00 + taxes.	

SL Taxes and Fees Description

Tax - \$20.76  
Policy fee - \$50.00

Minimum Earned Premium

A minimum earned premium of 25% of the premium, will be retained if the policy is canceled at the insured's request. All fees are fully earned and non-refundable. Flat cancellations will not be honored.

Underwriting Requirements

Signed affidavit  
Signed no known loss letter

1,000,000/2,000,000 A&B sublimits included at no charge

Signed & Completed ACORD Application

Signed TRIA Selection/Rejection Form

RSUI Quote Number: RTS00017109

Page 1

This quotation for coverage is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy. It is subject to modification or withdrawal if any new, corrected or updated information becomes known which relates to any proposed insured's claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed insured.

### Commercial General Liability

#### Limits of Insurance

General Aggregate Limit (other than Products Comp/Ops)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit	\$5,000
Assault and Battery Occurrence Sublimit	\$1,000,000
Assault and Battery Aggregate Sublimit	\$2,000,000
Deductible	\$500
Deductible Type	Combined per Claim

#### Location Schedule

Premises No.	Address
#1	3235 Main Street, Becket, MA, 01223

Prm.	Class Code	Description	Basis	Amount	Rate Products	Rate All Other	Premium Products	Premium All Other
#1	60010	Apartment Buildings	Units	2	Included	\$141.563	Included	\$283
#1	61217	Building or Premises - bank or office - mercantile or manufacturing (lessor's risk only); - maintained by the insured - Other than Not-For-Profit	Area	1,700	Included	\$138.719	Included	\$236

### Terrorism Coverage

#### Terrorism Coverage Acceptance

- Add Form GBA909003

#### Terrorism Coverage Rejection

- Add Form GBA906005
- Add Form RSG99018

### Applicable Policy Forms Schedule

#### Form Number

#### Title

- GBA 901001 Insurance Policy Jacket

### Applicable Policy Forms Schedule

<u>Form Number</u>	<u>Title</u>
• GBA 900001	Common Policy Declarations
• GBA 900002	Schedule of Endorsements
• GBA 904010	Minimum Earned Premium Retained
• GBA 906011	Exclusion of Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
• GBA 906014	Exclusion - Unmanned Aircraft
• GBA 909001	Service of Suit
• IL 0017	Common Policy Conditions
• IL 0021	Nuclear Exclusion
• GBA 100001	Commercial General Liability Coverage Part Declarations
• CG 0001	Commercial General Liability Coverage Form
• CG 0300	Deductible Liability Insurance
• CG 2139	Limitation-Contractual Liability
• CG 2144	Limitation of Coverage to Designated Premises or Project
• GBA 104014	Basis of Premium
• GBA 106015	Classification Limitation
• GBA 106032	Exclusion - Liquor - Absolute
• GBA 106059	Exclusions and Limitations Amendatory
• GBA 106092	Products - Completed Operations Included in General Aggregate
• GBA 106109	Exclusion - Access or Disclosure of Confidential or Personal Information and Data - Related Liability
• GBA 106111	Canine Limitation
• GBA 106120	Sublimit of Liability for Assault or Battery
• GBA 106120	Sublimit of Liability for Assault or Battery
• GBA 106136	Absolute Exclusion - Marijuana and Cannabis

### Supplemental Applications

- Apartment Supplemental Application

❖ The term "Home State" means, with respect to an insured –

(i) The state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or

(ii) If 100 percent of the insured risk is located out of the State referred to in subparagraph (A), the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

# **Management & Operations Plans**

September 1, 2018

## **Spencer House LLC D/B/A Canna Corner**

3235 Main St.  
Becket MA 01223  
413-212-2325

## INDEX

- Overview..... 3
- Proposed Timeline to be Operational..... 4
- Positive Impact Plan..... 4
- Proof of Liability Insurance..... 4
- Maintenance of Financial Records..... 4
- Diversity Plans..... 4
- Summary of Operating Plans & Procedures..... 5
- Employee & Operational Policies..... 8
- Employee Staffing & Training Plans..... 9



## Overview

- The Spencer House LLC, d/b/a the Canna Corner, will run and operate a licensed, retail marijuana establishment at the premises it owns located at 3235 Main Street in the rural town of Becket, Massachusetts in Berkshire County.
- The Canna Corner shall adopt these Management & Operations Plans to comply with all applicable regulations.
- Management will train & implement all of its employees on all policies & operational procedures to ensure compliance with applicable regulations and to promote the safety of the community.
- Canna Corner will maintain a list of its members and emergency contact information – to be kept near register at all times.

### **Proposed Timeline to be Operational and Hours of Operation**

- Canna Corner plans to be operational within seven (7) weeks of receiving a retail license from the Commonwealth of Massachusetts Cannabis Control Commission (the "CCC").
- Hours of operation will be determined prior to opening, but shall not exceed Mon-Sun 10:00 am to 7:00 pm for security reasons.

### **Positive Impact Plan**

Canna Corner is not an area of disproportionate impact. However, Canna Corner will be located and provide employment opportunities to a rural, Western Massachusetts community.

Canna Corner is dedicated to providing equal opportunity of employment to all applicants, without regard to race, sex, gender, age, disability, national origin, sexual orientation, sexual preference, military status, or any other protected characteristic.

### **Proof of Plan to Obtain Liability Insurance**

The Spencer House LLC has received a quote from Covington Specialty Insurance Company with commercial liability insurance limits of \$1 million per occurrence and \$2 million in aggregate, annually. An insurance quote is attached hereto as Exhibit 1, which shall be purchased prior to any sales of marijuana products.

### **Maintenance of Financial Records**

All financial records will be kept and maintained in accordance with Generally Accepted Accounting Principles, and shall be made available to the CCC upon request. Canna Corner's records shall include sales records including the quantity, form, and cost of marijuana products

### **Diversity Plans**

Spencer House LLC is a woman-owned business in a rural community in Western Massachusetts. Spencer House and Canna Corner are dedicated to equal opportunity employment practices and does not tolerate discrimination in the workplace or its public areas based on race, sex, gender, age, disability, national origin, sexual orientation, sexual preference, military status, or any other protected characteristic.

## Summary of Operating Plans & Procedures

### **Security:**

Canna Corner shall have only one door for ingress and egress to the public, which shall be locked at all times outside of hours of operation. All other doors, safes, vaults, cabinets, registers, and any other areas where money, confidential information, or marijuana is stored shall also be locked and secured outside of hours of operation.

Canna Corner shall engage New England Security Monitoring to install a security system on the premises, and shall ensure that outside areas are sufficiently lit for surveillance purposes.

A list of emergency contacts will be posted at all times, including the contact information for the Becket Police Department.

Heather Anello, the sole owner and employee, of the Spencer House LLC has also met with the Becket Chief of Police, Kristopher McDonough to review the security plans. Ms. Anello and Chief have agreed to keep an open line of communication regarding security needs as they arise and preventative measures on an as-needed basis.

### **Loitering:**

To prevent loitering, all individuals present on the Retail Premises shall be engaged in conversation by an employee if they are present for at least five (5) minutes of entering the Retail Premises. Any individual who is on the Retail Premises for twenty-five (25) minutes shall again be engaged in conversation by an employee to see if they need any help.

Employees shall be trained to ask individuals to vacate the Premises if they appear to be loitering or not truly and actively engaged in purchasing products. No individual other than an employee shall be permitted to be in the Retail Area for more than one hour under any circumstances.

### **Prevention of Sales to Minors:**

No one under the age of 21 shall be permitted on any part of the premises on which marijuana is stored or sold (the "Retail Premises").

Employees shall all be trained upon hiring, and on an annual and as-needed basis thereafter, to request identification confirming that any one present on the Retail Premises or requesting to purchase marijuana products is at least 21 years of age. Anyone who cannot provide the requested identification shall be asked to immediately vacate the Retail Premises and no marijuana products shall be sold to any such person.

A 'PROPER ID REQUIRED TO ENTER THE PREMISES' sign will be posted in a conspicuous place to notify the public.

### **Storage of Marijuana:**

All marijuana products shall be stored in locked and secure locations (the "Storage Areas").

The Storage Areas shall have controlled lighting, ventilation, temperature, and humidity to ensure proper care for marijuana products. Canna Corner will regularly check to ensure the storage areas are free from infestation by insects, rodents, birds, and pests of any kind. The storage areas shall be maintained and cleaned on a regular schedule, after closing each day, to ensure that the product is being stored in a clean and orderly condition.

Cabinet and security for the main and only door and storage areas shall be professionally installed.

Marijuana products available for purchase shall be either (i) locked in a glass cabinet for customers to observe and shall only be removed as permitted under applicable regulations for further inspection and sales; or (ii) placed in a locked sample box containing a small variety of strains that shall only be removed as permitted under applicable regulations for further inspections and sales.

Sample box will contain a small variety of strains to be viewed by customer and kept in locked cabinets at all other times.

There will be a separate area for storage of outdated, damaged, deteriorated, mislabeled, or contaminated marijuana, or marijuana that containers or packaging have been opened or breached, until such time as the products are properly destroyed in accordance with 935 CMR 500.105(12) and other applicable regulations.

Only employees of Canna Corner shall be authorized to unlock and/or enter the Storage Areas. Marijuana products shall be stored in locked safe, vault, or cabinetry at all times, except when marijuana is removed from storage locations as permitted under applicable regulations for inspections or sales.

All keys to locks will be kept on the person of any employee working at the Canna Corner and will be returned to a secret and secure location after business hours. Only employees of the Canna Corner shall have the authority to handle the keys.

### **Transportation of Marijuana:**

No transportation of marijuana is part of the business plan at this time.

### **Procedures for Quality Control & Testing for Potential Contaminates:**

All marijuana will be purchased from a properly licensed wholesaler and will be properly tested pursuant to all applicable regulations prior to sale by the Canna Corner.

### **Inventory Procedures:**

The Canna Corner shall keep daily, weekly, and monthly sales logs reflecting delivery, sales, inventory and waste.

**Personnel Policies:**

The Canna Corner shall train all employees on the procedures and policies set in place to promote security and prevent the sale of marijuana products to anyone under the age of 21 years of age.

Ms. Anello is serve-safe certified for food service and follows all serve-safe policies and procedures, and require all employees to follow the same policies and procedures.

Additionally, the Canna Corner shall have an up-to-date anti-discrimination policy, including a sexual harassment policy.

New hires will be trained on all procedures and policies during their first few days of employment and all employees will be trained on the procedures and policies on an annual basis.

**Dispensing Procedures:**

- Most products will be purchased from wholesalers and come prepackaged for retail sale at the Canna Corner.
- All employees shall wear gloves when dispensing flower.
- All employees shall use an accurate scale to measure weight.
- All surface areas that come into contact with marijuana products shall be kept clean at all times.
- All employees will be required to follow the policies and procedures required for serve-safe certification for food service.

**Record Keeping Procedures:**

- Point of Sale system in place
- All transactions will be compiled on POS system in compliance with regulations
- All sales will be tracked daily / weekly / monthly
- A bookkeeper will record information in a spreadsheet and accounting program

## Employee & Operational Policies

- Failure to comply with any & all policies will lead to disciplinary action, up to and including immediate termination.
- Must be 21 years old to be hired.
- Must complete training prior to hire.
- Must pass CORI and all other required background checks.
- Any breaches of policy are required to be reported to Ms. Anello.  
Awareness of a breach in policy without reporting it, even if performed by another employee, is equal to committing the act and will lead to disciplinary action, up to and including termination of employment.
- Any criminal or suspicious activity will be reported to management and local authorities immediately.
- Doors are not to be unlocked or opened to the public until hours of operation begin and end.
- At any such time that we lose power or surveillance cameras are down, all customers are to vacate the premises – doors will be locked until power and cameras are restored.
- Bank deposits will be made at random times.
- Cash on the premises will be limited to \$ 1,000 or less.
- No one under 21 years old shall be permitted to enter the Marijuana Establishment at any time.

## **Employee Staffing & Training Plans**

### **Staffing:**

- Canna Corner will have just one employee until operational – Heather Anello, owner/operator.
- Canna Corner will submit the proper CORI and other documents necessary for required background check to the CCC for any additional employees.
- The Canna Corner may not need more than 1-5 employees to operate due to the limited hours of operation and the uniquely small size of our 'mom & pop' facility. See floor plan attached hereto as Exhibit 2.

### **Training Plans:**

1. All staff must complete responsible vendor programs.
2. All staff must complete 8 hours of training per year.
3. In-house training on cash handling and security procedures.
4. Security training shall include, but not be limited to, securing overhead doors & cabinetry, panic button, emergency policies and procedures, and theft training.
5. Confidentiality training for personal information- i.e. drivers license numbers, social security numbers, bank account numbers, and credit card numbers.
6. Daily log training.
7. Scale & weight training.
8. Fire plan and disaster plan.
9. Strain training to accurately describe product.
10. 'See something, Say something' training.
11. Diversion of minors and ID training.
12. Serve Safe training.

## **Exhibit 1**





R-T Specialty - Boston, MA

**COMMERCIAL QUOTE**

Quote Number: **RTS00017109** From:  
Quote Type: **New** Underwriter Email:  
Date: **10/1/2018** To: **Berkshire Insurance Group, Inc.**  
Insured Name: **Spencer House LLC**  
Policy Term: **10/1/2018 to 10/1/2019**  
♦ Home State: **MA**

Quote is valid until 11/30/2018.

**Carrier: Covington Specialty Insurance Company A.M. Best Rated: A+ XIV and S&P Rated: A+**

We are pleased to offer the following Terms and Conditions based on information received. Please review carefully as coverage may not be exactly as requested on the application.

Commercial Quote	
<u>Coverage</u>	<u>Premium without Terrorism</u>
Commercial General Liability	\$519.00
Terrorism Premium	Excluded
Annual Minimum and Deposit	\$519.00
Other Charges (SL Taxes and Fees)	\$70.76
Total Estimated Policy Premium	\$589.76
Terrorism may be added for \$21.00 + taxes.	

SL Taxes and Fees Description

Tax - \$20.76  
Policy fee - \$50.00

Minimum Earned Premium

A minimum earned premium of 25% of the premium, will be retained if the policy is canceled at the insured's request. All fees are fully earned and non-refundable. Flat cancellations will not be honored.

Underwriting Requirements

Signed affidavit  
Signed no known loss letter  
1,000,000/2,000,000 A&B sublimits included at no charge  
Signed & Completed ACORD Application  
Signed TRIA Selection/Rejection Form

RSUI Quote Number: RTS00017109

Page 1

This quotation for coverage is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy. It is subject to modification or withdrawal if any new, corrected or updated information becomes known which relates to any proposed insured's claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed insured.

**Commercial General Liability**Limits of Insurance

General Aggregate Limit (other than Products Comp/Ops)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit	\$5,000
Assault and Battery Occurrence Sublimit	\$1,000,000
Assault and Battery Aggregate Sublimit	\$2,000,000
Deductible	\$500
Deductible Type	Combined per Claim

Location Schedule

Premises No.	Address
#1	3235 Main Street, Becket, MA, 01223

Prm.	Class Code	Description	Basis	Amount	Rate Products	Rate All Other	Premium Products	Premium All Other
#1	60010	Apartment Buildings	Units	2	Included	\$141.563	Included	\$283
#1	61217	Building or Premises - bank or office - mercantile or manufacturing (lessor's risk only); - maintained by the insured - Other than Not-For-Profit	Area	1,700	Included	\$138.719	Included	\$236

**Terrorism Coverage**Terrorism Coverage Acceptance

- Add Form GBA909003

Terrorism Coverage Rejection

- Add Form GBA906005
- Add Form RSG99018

**Applicable Policy Forms Schedule**Form NumberTitle

- GBA 901001 Insurance Policy Jacket

### Applicable Policy Forms Schedule

<u>Form Number</u>	<u>Title</u>
• GBA 900001	Common Policy Declarations
• GBA 900002	Schedule of Endorsements
• GBA 904010	Minimum Earned Premium Retained
• GBA 906011	Exclusion of Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
• GBA 906014	Exclusion - Unmanned Aircraft
• GBA 909001	Service of Suit
• IL 0017	Common Policy Conditions
• IL 0021	Nuclear Exclusion
• GBA 100001	Commercial General Liability Coverage Part Declarations
• CG 0001	Commercial General Liability Coverage Form
• CG 0300	Deductible Liability Insurance
• CG 2139	Limitation-Contractual Liability
• CG 2144	Limitation of Coverage to Designated Premises or Project
• GBA 104014	Basis of Premium
• GBA 106015	Classification Limitation
• GBA 106032	Exclusion - Liquor - Absolute
• GBA 106059	Exclusions and Limitations Amendatory
• GBA 106092	Products - Completed Operations Included in General Aggregate
• GBA 106109	Exclusion - Access or Disclosure of Confidential or Personal Information and Data - Related Liability
• GBA 106111	Canine Limitation
• GBA 106120	Sublimit of Liability for Assault or Battery
• GBA 106120	Sublimit of Liability for Assault or Battery
• GBA 106136	Absolute Exclusion - Marijuana and Cannabis

### Supplemental Applications

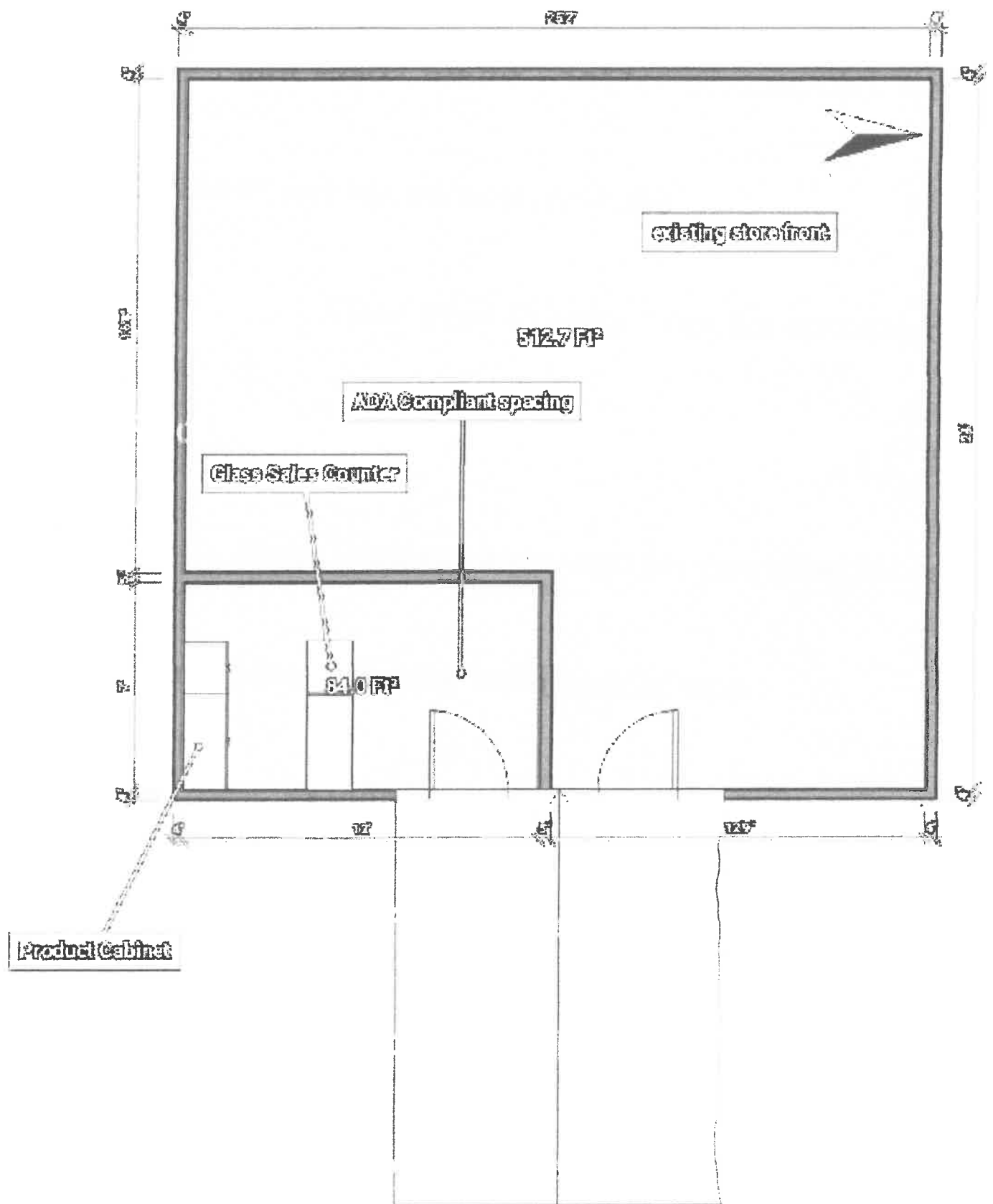
- Apartment Supplemental Application

❖ The term "Home State" means, with respect to an insured –

- (i) The state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or

(ii) If 100 percent of the insured risk is located out of the State referred to in subparagraph (A), the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

## **Exhibit 2**



## **Operating Policies and Procedures**

### **QUALITY CONTROL AND TESTING PROCEDURES**

Canna Corner is a finished product retail only store. Some procedures for testing plants and clones are not applicable.

Canna Corner will purchase finished product, tested and approved by independent testing labs licensed by the state.

Inspections will be done to ensure all flower is processed correctly before purchase and resale.

- Well cured, free from seeds and stems, dirt, sand, and debris, mold, contaminants and other matter. Handled on food grade stainless steel and packaged in a secure area.

All agents whose handle or come in contact with marijuana are servsafe trained and compliant with 105 CMR 300

All agents in direct contact with marijuana will keep adequate personal cleanliness and wash hands appropriately.

Hand washing facilities are available. Efficient space will be available for ease of cleaning. Litter and waste will be properly removed and hauled away by a garbage removal company.

Floors, walls, and ceiling will be finished with washable surfaces for ease of cleaning.

All marijuana contact surfaces shall be maintained, cleaned, and sanitized daily and as necessary to protect against contamination.

All toxic chemicals shall be identified, held and stored in a separate location form all marijuana products.

Sufficient water supply shall be regularly maintained.

Plumbing will be adequate for the water necessary for a retail business.

Toilet facilities are readily available to all.

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Labs.

Canna Corner and its employees shall notify the commission within 72 hours of any lab testing results indicating contamination.



## **Operating Policies and Procedures**

### **PERSONNEL POLICIES**

Canna corner will keep the following personnel records in compliance with CMR 500.105(9) and CMR 500.105 (1)

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Canna Corner agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Canna Corner and shall 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 periodic performance evaluations;
  - A record of any disciplinary action taken;
  - Notice of completed responsible vendor and eight-hour related duty training; and
  - 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.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Canna Corner will have alcohol, smoke, and drug-free workplace policies.

Canna Corner and its employees will keep confidential information maintained by training staff about the requirements surrounding personal confidential information.

Canna Corner will have a policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, a plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth of Massachusetts, 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.

## **Operating Policies and Procedures**

### **MAINTENANCE OF FINANCIAL RECORDS PLAN**

All financial records will be kept and maintained in accordance with “generally accepted accounting principles” and shall be made available to the Cannabis Control Commission upon request. Canna Corner’s records shall include sales records with the quantity, form and cost of marijuana products - separate from the non-marijuana products sold at our establishment.

Canna Corner will maintain, as required by 935 CMR 500.101(1) & (2), the following list of business records in our Quickbooks accounting software

- Assets and Liabilities
- Monetary transactions
- Books of accounts
- Sales records
- Salary and wages paid to each employee

Canna Corner will not utilize software or other methods to manipulate or alter sales data.

Canna Corner will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate sales data.

Canna Corner will maintain records that it has performed the monthly analysis.

If we determine that software or other methods have been installed/utilized to manipulate or alter sales date: we will immediately disclose the information to the Commission, cooperate in any investigation, and take such actions directed by the Commission.

Canna Corner will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

Canna Corner will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales as per 935 CMR 500.140(6).

## **Operating Policies and Procedures**

### **RECORD KEEPING PROCEDURES**

#### **Waste Disposal - Canna Corner will keep records for at least three (3) years**

(a) All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

(b) Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

(c) Organic material, recyclable material and solid waste generated at a Canna Corner shall be redirected or disposed of as follows:

1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
  - a. Any recyclable material as defined in 310 CMR 16.02: Definitions shall be recycled in a manner approved by the Commission;
  - b. Any remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
3. Solid waste containing cannabis waste generated at a marijuana establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located. No fewer than two Canna Corner agents must witness and document how the marijuana

waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Marijuana Establishments shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

### **Record Keeping.**

Records of Canna Corner will be available for inspection by the Commission, upon request. The records of Canna Corner will be maintained in accordance with generally accepted accounting principles. Written records will include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- A. Written operating procedures as required by 935 CMR 500.105(1);
- B. Inventory records as required by 935 CMR 500.105(8);
- C. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- D. The following personnel records:
  - 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Canna Corner and shall include, at a minimum, the following:
    - A. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - B. Documentation of verification of references;
    - C. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - D. 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;
    - E. Documentation of periodic performance evaluations;
    - F. A record of any disciplinary action taken; and
    - G. Notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.
- E. Business records, which shall include manual or computerized records of:
1. Assets and liabilities;
  2. Monetary transactions;
  3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  4. Sales records including the quantity, form, and cost of marijuana products; and
  5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- F. Waste disposal records as required under 935 CMR 500.105(12); and
- G. Following closure of Canna Corner, all records will be kept for at least two years at the expense of Canna Corner and in a form and location acceptable to the Commission.

### **Written Operating Procedures.**

Operating procedures shall include, but need not be limited to the following:

- A. Security measures in compliance with 935 CMR 500.110;
- B. Employee security policies, including personal safety and crime prevention techniques;
- C. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- D. Storage of marijuana in compliance with 935 CMR 500.105(11);
- E. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- F. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- G. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- H. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- I. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- J. Alcohol, smoke, and drug-free workplace policies;
- K. A plan describing how confidential information will be maintained;
- L. A policy for the immediate dismissal of any marijuana establishment agent who has:

- a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - b. Engaged in unsafe practices with regard to the operations of Canna Corner, which shall be reported to the Commission; or
  - c. Been convicted or entered a guilty plea, a 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.
- M. A list of all board members and executives of Canna Corner, and members, if any, of the licensee will be made available upon request by any individual or placed on Canna Corner's website.
- N. Policies and procedures for the handling of cash on Canna Corner's premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- O. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- P. Policies and procedures for energy efficiency and conservation that shall include:
  - a. 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;
  - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - c. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage);
  - d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

### **Inventory.**

Canna Corner will keep inventory records as required by 935 CMR 500.105(8) and 935 CMR 500.105(9) - and as outlined in our 'Inventory Procedures' Plan

### **Seed-to-sale Tracking:**

Canna Corner will keep tracking records for all products as required by 935 CMR 500(8)(e) and 935 CMR 500 105(9) - as outlined in our 'Inventory Procedures' Plan

### **Personnel Records:**

Canna Corner will maintain personnel records and background check reports in accordance with 935 CMR 500.030 and 935 CMR 500.105(9) - as outlined in our 'Personnel Policy' plan

### **Business Records:**

Canna Corner will maintain the following business records;

- Assets and Liabilities
- Monetary transactions
- Books of accounts
- Sales records
- Salary and wages paid to each employee



## **Operating Policies and Procedures**

### **DETAILED DESCRIPTION OF QUALIFICATIONS AND INTENDED TRAINING FOR AGENTS**

Canna Corner's list of anticipated positions and qualifications is as follows:

- One general manager
- One operating manager
- Two- Five clerks/budtenders

All positions held within the company will be required to have two years of the Following experience and be 21 years of age or older.

- Record keeping experience.
- POS training.
- Servsafe certified.
- Retail experience.
- Inventory experience.
- 2 years of management experience.

All employees must be willing and able to adhere to all personnel and operating policies and comply with all applicable requirements listed in 935 CMR 500.

Canna Corner will ensure that employees are trained on job-specific duties prior to performing job functions.

Canna Corner will ensure that all employees receive a minimum of eight (8) hours of ongoing training annually.

All owners, managers, and employees will complete the Responsible Vendor Program after July 1, 2019.

All new employees will complete the Responsible Vendor Program within 90 days of being hired.

Responsible Vendor Program documentation will be retained for four (4) years or as required under 935 CMR 500.105(2).

Failure to comply with any and all policies will lead to disciplinary action, up to and including immediate termination.

Must be 21 years of age or older to be hired.

Must complete training prior to hire.

Must pass CORI.

Any breaches of policy are required to be reported immediately to Heather Anello, sole owner/operator, which includes any awareness of a breach of policy by another employee without reporting said breach. Failure to report a breach of policy will be considered equal to committing the act itself.

Any criminal or suspicious activity will be reported to management or police authorities immediately.

Doors are not to be unlocked or opened to the public until hours of operation begin and end.

At any such time that we lose power or the surveillance cameras or any other security measures are down, all customers are to vacate the premises - doors will be locked until such is restored.

Cash deposits will be made at random times, and, when possible, no more than \$1,000.00 cash will be kept on the premises. At no time shall \$1,000 cash be kept on the premises overnight.

NO ONE under 21 years of age will be permitted to enter the Canna Corner at any time.

## **Operating Policies and Procedures**

### **DIVERSITY PLAN**

Spencer House, d/b/a Canna Corner is a woman-owned business with the sole owner being Heather Anello. It will be the first of its kind in Massachusetts as a small convenience establishment selling only finished product marijuana in a rural area affected by marijuana prohibition.

Canna Corner acknowledges, and is aware of, and will adhere to, the requirements set forth in 935 CMR 500.105 (4), which provides the permitted and prohibited activities in advertising, branding, marketing, and sponsorship practices of every marijuana establishment.

Any action taken, or programs instituted by Canna Corner, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Upon annual renewal of Canna Corner's license Canna Corner will evaluate and make readily available to the commission any and all information collected by Canna Corner staff through our goals, programs, and measurements.

#### **Goal #1**

To hire equally among minorities, women, veterans, and people of all genders and sexual orientations. Our goal is that 50% of our employees will be people of color, women, military veterans, or transgender.

Program - When advertising for open positions Canna Corner, we will place an advertisement with the Berkshire Eagle on a quarterly basis.

Measurement - Canna Corner will track and record the number of employees who fall under the aforementioned categories and report quarterly in order to quantify the number of employees in each of these categories compared to our total number of employees. If less than 50% percent of our employees are minorities, women, veterans, transgender, we will review our efforts to hire more diverse employees and advertise more effectively to fill open positions with diverse candidates.

#### **Goal #2**

To Hire 50% of subcontractors who are, or that are owned by a majority of, people of color, women, military veterans, or transgendered, for the purpose of fulfilling the construction requirements necessary to complete and maintain the construction of the

walls, security, parking, and finished carpentry of Canna Corner in compliance with 935 CMR 500.

Program - To advertise with the Berkshire Eagle quarterly for estimates or quotes for sub-contracting services related to the completion and continued maintenance and security of Canna Corner and its property.

Measurements - Canna Corner will track and record the number of subcontractors engaged who fall under the categories listed above and review the list of subcontractors quarterly. If we are failing to meet this goal, If our review indicates we are not meeting this goal, we will review our efforts to hire more diverse subcontractors and advertise more effectively to find subcontractors with diverse candidates.