



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281657

Original Issued Date: 11/18/2019

Issued Date: 11/19/2020

Expiration Date: 11/20/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Theory Farms LLC

Phone Number: 617-990-6653 Email Address: bvirga@frozen4llc.com

Business Address 1: 26 William Way

Business Address 2:

Business City: Bellingham

Business State: MA

Business Zip Code: 02019

Mailing Address 1: 618 Columbia Road

Mailing Address 2:

Mailing City: Dorchester

Mailing State: MA

Mailing Zip Code: 02125

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33.33

Percentage Of Control: 25.37

Role: Manager

Other Role:

First Name: Benjamin

Last Name: Virga

Suffix:

Gender: Male User Defined Gender: M

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: 33.33 Percentage Of Control: 59.7

Role: Manager Other Role:

First Name: David Last Name: Morgan Suffix:

Gender: Male User Defined Gender: M

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: 33.34 Percentage Of Control: 14.93

Role: Manager Other Role:

First Name: Lukasz Last Name: Maruto Suffix:

Gender: Male User Defined Gender: M

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: Benjamin Last Name: Friedman Suffix:

Types of Capital: Debt Other Type of Capital: Total Value of the Capital Provided: \$1000000 Percentage of Initial Capital: 80

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Benjamin Last Name: Virga Suffix:

Marijuana Establishment Name: Frozen 4 Corporation Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Marshfield Marijuana Establishment State: MA

Individual 2

First Name: Benjamin Last Name: Virga Suffix:

Marijuana Establishment Name: Frozen 4 Corporation Business Type: Marijuana Retailer

Marijuana Establishment City: Marshfield Marijuana Establishment State: MA

Individual 3

<b>First Name:</b> Benjamin	<b>Last Name:</b> Virga	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Bellingham	<b>Marijuana Establishment State:</b> MA	

#### Individual 4

<b>First Name:</b> Benjamin	<b>Last Name:</b> Virga	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Marijuana Transporter with Other Existing ME License	
<b>Marijuana Establishment City:</b> Bellingham	<b>Marijuana Establishment State:</b> MA	

#### Individual 5

<b>First Name:</b> Benjamin	<b>Last Name:</b> Virga	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Other	
<b>Marijuana Establishment City:</b> Bellingham	<b>Marijuana Establishment State:</b> MA	

#### Individual 6

<b>First Name:</b> Benjamin	<b>Last Name:</b> Virga	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Berkley	<b>Marijuana Establishment State:</b> MA	

#### Individual 7

<b>First Name:</b> David	<b>Last Name:</b> Morgan	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Other	
<b>Marijuana Establishment City:</b> Bellingham	<b>Marijuana Establishment State:</b> MA	

#### Individual 8

<b>First Name:</b> David	<b>Last Name:</b> Morgan	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Bellingham	<b>Marijuana Establishment State:</b> MA	

#### Individual 9

<b>First Name:</b> David	<b>Last Name:</b> Morgan	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Marijuana Transporter with Other Existing ME License	
<b>Marijuana Establishment City:</b> Bellingham	<b>Marijuana Establishment State:</b> MA	

#### Individual 10

<b>First Name:</b> David	<b>Last Name:</b> Morgan	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Marshfield	<b>Marijuana Establishment State:</b> MA	

#### Individual 11

<b>First Name:</b> David	<b>Last Name:</b> Morgan	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 Corporation	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Marshfield	<b>Marijuana Establishment State:</b> MA	

#### Individual 12

<b>First Name:</b> David	<b>Last Name:</b> Morgan	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Frozen 4 LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Berkley	<b>Marijuana Establishment State:</b> MA	

#### Individual 13

First Name: Lukasz Last Name: Marut Suffix:  
Marijuana Establishment Name: Frozen 4 Corporation Business Type: Other  
Marijuana Establishment City: Bellingham Marijuana Establishment State: MA

#### Individual 14

First Name: Lukasz Last Name: Marut Suffix:  
Marijuana Establishment Name: Frozen 4 Corporation Business Type: Marijuana Product Manufacture  
Marijuana Establishment City: Bellingham Marijuana Establishment State: MA

#### Individual 15

First Name: Lukasz Last Name: Marut Suffix:  
Marijuana Establishment Name: Frozen 4 Corporation Business Type: Marijuana Transporter with Other Existing ME License  
Marijuana Establishment City: Bellingham Marijuana Establishment State: MA

#### Individual 16

First Name: Lukasz Last Name: Marut Suffix:  
Marijuana Establishment Name: Frozen 4 Corporation Business Type: Marijuana Product Manufacture  
Marijuana Establishment City: Marshfield Marijuana Establishment State: MA

#### Individual 17

First Name: Lukasz Last Name: Marut Suffix:  
Marijuana Establishment Name: Frozen 4 Corporation Business Type: Marijuana Retailer  
Marijuana Establishment City: Marshfield Marijuana Establishment State: MA

#### Individual 18

First Name: Lukasz Last Name: Marut Suffix:  
Marijuana Establishment Name: Frozen 4 LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Berkley Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 26 William Way  
Establishment Address 2:  
Establishment City: Bellingham Establishment Zip Code: 02019  
Approximate square footage of the Establishment: 50000 How many abutters does this property have?: 36  
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes  
Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

#### FEE QUESTIONS

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Theory Farms LLC HCA.pdf	pdf	5bc22ef0a18c210c3243183e	10/13/2018

Plan to Remain Compliant with Local Zoning	Zoning Compliance, TWI Bellingham.pdf	pdf	5bc23748658c0f0c3ca7a37a	10/13/2018
Community Outreach Meeting Documentation	Theory Farms Bellingham Community Outreach.pdf	pdf	5bc2435d2f2ea102ad5b834b	10/13/2018
Community Outreach Meeting Documentation	Gmail - Community Outreach Meeting Proof Bellingham.pdf	pdf	5c9cb00beadf341230f6be3c	03/28/2019
Community Outreach Meeting Documentation	Stack of Letters Mailed on 9:10:2018.jpg	jpeg	5c9cb0bd635d511b34754153	03/28/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positively Impacting Areas Bellinghamv2.pdf	pdf	5c9e23c8635d511b347543e9	03/29/2019
Other	Theory_Farms_LLC_Requested_Letter.pdf	pdf	5cbdeb256b08e34c763296c9	04/22/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role:	Other Role:
First Name: Benjamin	Last Name: Virga    Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

##### Individual Background Information 2

Role:	Other Role:
First Name: David	Last Name: Morgan    Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

##### Individual Background Information 3

Role:	Other Role:
First Name: Lukasz	Last Name: Maruto    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
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Department of Revenue - Certificate of Good standing	Farms Certificarte of Good Standing.pdf	pdf	5bc250bc48682102a3cf66db	10/13/2018
Secretary of Commonwealth - Certificate of Good Standing	SEC Certificate Good Standing-Theory Farms.pdf	pdf	5bc250cf8266760285ba6ef1	10/13/2018
Articles of Organization	TF Articles of Organization.pdf	pdf	5bc2524f658c0f0c3ca7a390	10/13/2018
Bylaws	Operating Agreement Theory Farms.pdf	pdf	5bc626c9629ac50c14735f57	10/16/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	TFLLC Cert of Good Standing MA SofS on 4 17 20.pdf	pdf	5f67650e5f18f707b2bef610	09/20/2020
Department of Unemployment Assistance - Certificate of Good standing	Memo on the Cert of good standing from MA Dept of Unemployment Assistance.pdf	pdf	5f676510564e5f07d0349753	09/20/2020
Department of Revenue - Certificate of Good standing	Mass Dept of Revenue Theory Farms Cert of Good Standing dated 10 9 20.pdf	pdf	5f8098378012da07a0d95f1c	10/09/2020

Massachusetts Business Identification Number: 001336972

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan for Theory Farms renewal.pdf	pdf	5f6767229193d007a2193346	09/20/2020
Proposed Timeline	Timeline for Theory Farms renewal.pdf	pdf	5f676734a54dc507c1f50b0a	09/20/2020
Plan for Liability Insurance	Plan to obtain liability insurance for Theory Farms renewal.pdf	pdf	5f6767d5ac4d5e07c7f9b7f7	09/20/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	Personnel Policies including background checks for Theory Farms renewal.pdf	pdf	5f676836a54dc507c1f50b12	09/20/2020
Inventory procedures	Inventory Procedures for Theory Farms renewal.pdf	pdf	5f6768379bb9f30799286c9d	09/20/2020
Energy Compliance Plan	Energy Compliance Plan for Theory Farms renewal.pdf	pdf	5f67683873481907b14c6acf	09/20/2020
Dispensing procedures	Dispensing Procedures for Theory Farms renewal.pdf	pdf	5f6768398109e507db03e269	09/20/2020
Diversity plan	Diversity Plan for Theory Farms renewal.pdf	pdf	5f67683abe635707e886aed0	09/20/2020

Quality control and testing	Quality Control & Testing for Theory Farms renewal.pdf	pdf	5f67686aa54dc507c1f50b16	09/20/2020
Qualifications and training	Qualifications & Intended Training for Theory Farms renewal.pdf	pdf	5f67686bd4713f079b9230da	09/20/2020
Maintaining of financial records	Plan for Maintaining of Financial Records for Theory Farms renewal.pdf	pdf	5f67686c9bb9f30799286ca1	09/20/2020
Policies and Procedures for cultivating.	Policies & Procedures for Cultivation on the Theory Farms renewal.pdf	pdf	5f67686d73481907b14c6ad3	09/20/2020
Prevention of diversion	Prevention of Diversion for Theory Farms renewal.pdf	pdf	5f67686e8109e507db03e26d	09/20/2020
Transportation of marijuana	Transportation of Marijuana for Theory Farms renewal.pdf	pdf	5f6768a65f18f707b2bef618	09/20/2020
Record Keeping procedures	Record keeping procedures for Theory Farms renewal.pdf	pdf	5f6768a77e8b3807d9e5d5fc	09/20/2020
Restricting Access to age 21 and older	Restricting access to those 21+ for Theory Farms renewal.pdf	pdf	5f6768a89193d007a219334c	09/20/2020
Security plan	Security Plan for Theory Farms renewal.pdf	pdf	5f6768a9f3e55207cefa200a	09/20/2020
Storage of marijuana	Storage of Marijuana for Theory Farms renewal.pdf	pdf	5f6768aaa54dc507c1f50b1a	09/20/2020

#### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN Progress or Success Goal 1

**Description of Progress or Success:** Theory Farms, LLC received its provisional licensure for a cultivation facility in November 2019. All Massachusetts Adult-Use Marijuana operations were suspended under the cease and desist order given by CCC & Governor Baker due to COVID-19 restrictions and shut downs in March 2020 that lasted until May 2020; during this time, any hiring and construction activities on the

facility were delayed and our provisional inspection for final licensure was not scheduled. Additionally, in April of 2020, TF underwent a change of ownership. Due to these factors, TF is still in the planning and build-out phase and is not operational or cultivating at this time. TF has hired only Director level staff and we are unable to conduct a true analysis of this as requested within the license renewal process

#### COMPLIANCE WITH DIVERSITY PLAN

##### Diversity Progress or Success 1

**Description of Progress or Success:** Theory Farms, LLC received its provisional licensure for a cultivation facility in November 2019. All Massachusetts Adult-Use Marijuana operations were suspended under the cease and desist order given by CCC & Governor Baker due to COVID-19 restrictions and shut downs in March 2020 that lasted until May 2020; during this time, any hiring and construction activities on the facility were delayed and our provisional inspection for final licensure was not scheduled. Additionally, in April of 2020, TF underwent a change of ownership. Due to these factors, TF is still in the planning and build-out phase and is not operational or cultivating at this time. TF has hired only Director level staff and we are unable to conduct a true analysis of this as requested within the license renewal process

#### HOURS OF OPERATION

<b>Monday From: 7:00 AM</b>	<b>Monday To: 7:00 PM</b>
<b>Tuesday From: 7:00 AM</b>	<b>Tuesday To: 7:00 PM</b>
<b>Wednesday From: 7:00 AM</b>	<b>Wednesday To: 7:00 PM</b>
<b>Thursday From: 7:00 AM</b>	<b>Thursday To: 7:00 PM</b>
<b>Friday From: 7:00 AM</b>	<b>Friday To: 7:00 PM</b>
<b>Saturday From: 7:00 AM</b>	<b>Saturday To: 7:00 PM</b>
<b>Sunday From: 7:00 AM</b>	<b>Sunday To: 7:00 PM</b>

## 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

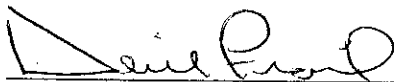
I, Brandon Pollock, (*insert name*) certify as an authorized representative of Theory Farms, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Bellingham, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/11/2018 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Denis Fraine, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Bellingham (*insert name of host community*) to certify that the applicant and Town of Bellingham (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on September 11th, 2018 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

Town Administrator  
Town of Bellingham



**Town of Bellingham**

**Denis C. Fraine**  
Town Administrator

## **Theory Farms LLC**

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

#### **Overview**

Theory Farms, LLC is proposing a Marijuana Cultivator to be sited in the Industrial Zone in Bellingham, MA.

#### **Bellingham / Theory Farms Zoning Bylaw Status**

Bellingham allows Marijuana Cultivators to operate in the Industrial Zone pursuant to a special permit issued by the Planning Board.

Theory Farms obtained a special permit to operate a Marijuana Cultivator at our proposed location of 26 William Way, Bellingham MA on September 27<sup>th</sup>, 2018.

#### **Plan to remain compliant with local zoning in the future:**

TWI has a good relationship with the Town, whom we would work with if there were any proposed changes to local zoning or licensure that would impact our operations.

## 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, Brandon Pollock, *(insert name)* attest as an authorized representative of Theory Farms, 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 September 18th 2018 *(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 September 10th, 2018 *(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 September 7th, 2018 *(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 September 11th, 2018 *(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.

Legal Notices

LEGAL NOTICE  
MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by William D. Faulkner and Amy B. Adams, as mortgagors, to Mortgage Electronic Registration Systems, Inc., as mortgagee, dated November 24, 2013, and recorded with the Electronic Registration Systems, Inc., as mortgagee for the County Registry of Deeds at Book 30748, Page 286, the County Registry of Deeds at Book 34262, Page 151 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 9:00 AM on September 17, 2018 at 5 Pleasant Run Road, Medway, MA, all and singular the premises described in said Mortgage, to wit:

The land in Medway, Norfolk County, Massachusetts, on the Southwesterly side of Pleasant Run, shown as Lot 7-A on a plan entitled "Pleasant Meadow, Definitive Subdivision Plan, Medway, MA, prepared for Al-Mirai, Inc." scale 1"=40', dated April 1, 1994, drawn by Engineering Surveying and Planning Associates, Medway, MA, recorded with the Norfolk County Registry of Deeds as Plan No. 400 of 1994, Plan Book 429, and Southwesterly side of Pleasant Run at the Northerly corner of Lot 6-A as shown on said plan, Thence S. 28 degrees 00' 00" West by said Lot 6-A, a distance of 265.97 feet to a point; Thence S. 17 degrees 28' 27" West by said Lot 6-A, by other land now or formerly of Al-Mirai, Inc. by land now or formerly of Bernis, 121.54 feet to a point; Thence N. 69 degrees 41' 17" West a distance of 208.55 feet to a point at Parcel A-2; Thence N. 32 degrees 35' 02" East by said Parcel A-2, 509.91 feet to a point on the Southwesterly side of Pleasant Run; Thence S. 30 degrees 00' 00" East by said Pleasant Run, 180.00 feet to the point of beginning, Containing 77,271 square feet of land, according to said plan, being the same premises conveyed to the Mortgagee herein by deed recorded with said Registry in Book 10995, Page 724.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, taxes, water, sewer, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

**TERMS OF SALE:**  
A deposit of FIVE THOUSAND DOLLARS and 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the date of the sale in the form of a certified check, bank treasurer's check or other instrument satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written notice or bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the sale.  
Santander Bank, N.A.  
Present Holder of said Mortgage  
By Its Attorneys,  
OHLANS PC  
PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800  
17-005986

AD#13718554  
MDN 8/27, 9/3, 9/10/18  
FRANKLIN/CB/766 UNION ST.

LEGAL NOTICE  
Town of Franklin  
Conservation Commission  
(508) 520-4929

Pursuant to Massachusetts General Laws Ch. 131, s.40 (The Wetlands Act) a Public Hearing will be held on Thursday, September 20, 2018, at 7:10 PM in the Council Chambers of the Franklin Municipal Building, 355 East Central Street, Franklin, MA on a Notice of Intent filed by Stonebridge Realty Trust of South Easton, MA to raze and reconstruct a house in the buffer zone of bordering vegetated wetlands.

This project is located at 766 Union Street.

All records and files for this project can be viewed at the Conservation Office located on the first floor of the Franklin Municipal Building.

Any person or organization so wishing will be afforded an opportunity to be heard. The hearing location is accessible to persons with physical disabilities. If you require a translator or accommodations for a hearing impairment, contact the Conservation Department at the Municipal Building or by calling (508) 520-4929.

Bill Batchelor  
Chairman

AD#13724805  
MDN 9/10/18

Muscular Dystrophy Association

Where Hope Begins

MDA

1-800-FIGHT-MD  
www.mdausa.org

LEGAL NOTICE  
Town of Franklin  
Conservation Commission  
(508) 520-4929

Pursuant to Massachusetts General Laws Ch. 131, s.40 (The Wetlands Act) a Public Hearing will be held on Thursday, September 20, 2018, at 7:05 PM in the Council Chambers of the Franklin Municipal Building, 355 East Central Street, Franklin, MA on a Request for Determination filed by Michael Polakoff of Franklin, MA for septic system upgrade in the buffer zone of bordering vegetated wetlands. This project is located at 173 Brook Street.

All records and files for this project can be viewed at the Conservation Office located on the first floor of the Franklin Municipal Building.

Any person or organization so wishing will be afforded an opportunity to be heard. The hearing location is accessible to persons with physical disabilities. If you require a translator or accommodations for a hearing impairment, contact the Conservation Department at the Municipal Building or by calling (508) 520-4929.

Bill Batchelor  
Chairman

AD#13724799  
MDN 9/10/18

Muscular Dystrophy Association

Where Hope Begins

MDA

1-800-FIGHT-MD  
www.mdausa.org

LEGAL NOTICE  
MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Paul D. Macchi and Barbara M. Macchi to American Mortgage Company, dated June 11, 2005 and recorded in Norfolk County Registry of Deeds in Book 28228, Page 224 (the "Mortgage"), of which mortgage Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities, Inc., as Trustee for, is the present holder by a Land Court Judgment dated August 14, 2017, and recorded with the County Registry of Deeds in Book 34414, Page 107, which equitably assigns the mortgage to Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities, Inc., as Trustee for, the undersigned is the present holder by assignment from Ameriquest Mortgage Securities, Inc., as Trustee for, dated August 1, 2005, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 22 Northgate Road, Franklin, MA 02038 will be sold at Public Auction at 1:00 PM on October 11, 2018, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

A certain place or parcel of land known as 22 Northgate Road, in the Town of Franklin, County of Norfolk, and State of Massachusetts, and being more particularly described in a deed recorded on May 05, 1982, in Book 6101 at Page 30 of the Norfolk County Registry of Deeds.

The mortgaged premises are more fully described as follows:

The land with the buildings thereon, situated in Franklin, Norfolk County, Massachusetts, being shown as Lot 86 Northgate Road, on a plan of land entered "Holling Green Ridge, Section II, Dwyer, Inc., Developer," dated March 31, 1968, as published, Civil Engineers as Plan No. 1021 of 1968 in Plan Book 206.

Said Lot 86 contains 15,022 square feet, according to said plan.

Premises are subject to a 20 foot drain easement as shown on said plan.

For mortgagee's title see deed recorded with the Norfolk County Registry of Deeds in Book 22528, Page 222.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

**Terms of the Sale:** Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bid to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.  
Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities, Inc. Asset Backed Pass-Through Certificates, Series 2005-R7, under the pooling and servicing agreement dated August 1, 2005  
Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Macchi, Paul D. and Barbara M., 15-022080

AD#13720478  
MDN 8/27, 9/3, 9/10/18  
FRANKLIN/CC/3 MAPLE BROOK LANE  
LEGAL NOTICE  
Town of Franklin  
Conservation Commission  
(508) 520-4929

Pursuant to Massachusetts General Laws Ch. 131, s.40 (The Wetlands Act) a Public Hearing will be held on Thursday, September 20, 2018, at 7:20 PM in the Council Chambers of the Franklin Municipal Building, 355 East Central Street, Franklin, MA on a Request for Determination filed by Zakaria Addi of Franklin, MA to approve the proposed plantings in the buffer zone of bordering vegetated wetlands.

This project is located at 3 Maple Brook Lane.

All records and files for this project can be viewed at the Conservation Office located on the first floor of the Franklin Municipal Building.

Any person or organization so wishing will be afforded an opportunity to be heard. The hearing location is accessible to persons with physical disabilities. If you require a translator or accommodations for a hearing impairment, contact the Conservation Department at the Municipal Building or by calling (508) 520-4929.

Bill Batchelor  
Chairman

AD#13721816  
MDN 9/10/18

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www.mdausa.org

WICKED LOCAL

All about you.

LEGAL NOTICE  
NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John R. Rogals to Mortgage Electronic Registration Systems, Inc., as mortgagee, dated January 28, 2009 and recorded with the Worcester County Registry of Deeds at Book 34783, Page 287, of which mortgage the undersigned is the present holder by assignment from Mortgage Electronic Registration Systems, Inc. to Flagstar Bank, FSB dated June 17, 2013 and recorded with said Registry on June 27, 2013 at Book 51109 Page 346, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 AM on September 19, 2018, on the mortgaged premises located at 2 Goddard Street, Blackstone, Worcester County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT:  
That certain parcel of land with all building and other improvements thereon, situated in Blackstone, Worcester County, Commonwealth of Massachusetts, laid out and designated as Lot Number Twenty (20) on that plan entitled "Plan of Land in Blackstone, Massachusetts, belonging to the Lonsdale Company by Waterman Engineering Co., Oct. 1933, revised Apr. 1934, Scale feet to an inch" which plan is recorded in the Worcester County Registry of Deeds in Book 5277, Page 107.

These premises will be sold and conveyed subject to and with the benefit of all rights, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, taxes, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

**TERMS OF SALE:**  
A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02459, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02451-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.  
FLAGSTAR BANK, FSB  
Present holder of said mortgage  
By Its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
2012-1-0297 - YEL

AD#13720501  
MDN 8/27, 9/3, 9/10/18

MARIJUANA  
LEGAL NOTICE  
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/18/2018 at 6:00 PM EST at the Bellingham Public Library, located at 100 Blackstone Street, Bellingham, MA 02019. The proposed Marijuana Cultivator is anticipated to be located at 26 William Way Bellingham MA 02019. There will be an opportunity for the public to ask questions.

Full text of the Atty. General's approval and the by-laws submitted are available for inspection in the Legal Dept. and the Tn. Clerk's office. Zoning maps can be inspected in the Planning & Engineering Dept.

AD#13724890  
MDN 9/10/18

By Its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
2012-1-0297 - YEL

AD#13724798  
MDN 9/10/18

Bill Batchelor  
Chairman

AD#13724798  
MDN 9/10/18

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LEGAL NOTICE  
TOWN OF BELLINGHAM  
DEPARTMENT OF PUBLIC WORKS

Invitation for Bids  
September 2018

The Bellingham DPW, Blackstone DPW, Hopedale DPW, and other DPWs are invited to bid for 2018 Annual Bid for Traction Sand.

Bids must be received by October 11, 2018 at 1:00 PM at the office of the Bellingham DPW, Bellingham, MA 02019. At which time they will be opened and read aloud.

Work will include furnishing coarse clean sand for ice and snow control and clean fill.

Contract documents will be available after 9:00 am on September 20, 2018.

At the DPW office 26 Blackstone Street (open 7:00 am and 3:30 pm Monday through Friday). There is no deposit required for bid documents.

Interested parties may request to see DPW plans or to be added to the list of prospective bidders by a prepaid fee of \$25.00, payable by enclosing a request to see DPW plans, to tgriffin@bellinghamma.org.

All work and materials must comply with Town of Bellingham Specifications.

Firms must be able to supply insurance certificates indicating coverage with general liability, and automobile limits of \$300,000.00 for each occurrence and aggregate and mandatory workers compensation insurance with a \$300,000 limit of employers liability.

Firms submitting prices must be equal opportunity and affirmative action employers. Women and minority businesses are encouraged to submit prices.

Contact the Bellingham DPW 508-966-5816 for further information.

AD# 13723920  
MDN 9/10/18

FRANKLIN/CC/8 PAULENE DR.

LEGAL NOTICE  
Town of Franklin  
Conservation Commission  
(508) 520-4929

Pursuant to Massachusetts General Laws Ch. 131, s.40 (The Wetlands Act) a Public Hearing will be held on Thursday, September 20, 2018, at 7:00 PM in the Council Chambers of the Franklin Municipal Building, 355 East Central Street, Franklin, MA on a Notice of Intent filed by Peter & Nicole Shugrue of Franklin, MA for regrading and landscaping of yard after completion of garage construction in the buffer zone of bordering vegetated wetlands.

This project is located at 8 Paulene Drive.

All records and files for this project can be viewed at the Conservation Office located on the first floor of the Franklin Municipal Building.

Any person or organization so wishing will be afforded an opportunity to be heard. The hearing location is accessible to persons with physical disabilities. If you require a translator or accommodations for a hearing impairment, contact the Conservation Department at the Municipal Building or by calling (508) 520-4929.

Bill Batchelor  
Chairman

AD#13724798  
MDN 9/10/18

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MDN 9/10/18

## **Exhibit B**

**September 7<sup>th</sup>, 2018**

**Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/18/2018 at 6:00 PM EST at the Bellingham Public Library, located at 100 Blackstone Street, Bellingham, MA 02019. The proposed Marijuana Cultivator is anticipated to be located at 26 William Way Bellingham MA 02019. There will be an opportunity for the public to ask questions.**

## **Exhibit C**

**September 11<sup>th</sup>, 2018**

**Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/18/2018 at 6:00 PM EST at the Bellingham Public Library, located at 100 Blackstone Street, Bellingham, MA 02019. The proposed Marijuana Cultivator is anticipated to be located at 26 William Way Bellingham MA 02019. There will be an opportunity for the public to ask questions.**



Brandon Pollock <brandonpollock@gmail.com>

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## Community Outreach Meeting , Theory Farms

3 messages

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**Brandon Pollock** <brandonpollock@gmail.com>  
To: "Fraine, Denis" <DFraine@bellinghamma.org>

Fri, Sep 7, 2018 at 12:41 PM


Hi Denis,

I dropped off copies of this yesterday to Town Hall, and wanted to send you it via email as well. As part of our State licensing process, we will be holding our community outreach meeting on Sept 18th at the Bellingham Library. Feel free to reach out with any questions.

Have a nice weekend,  
Brandon

--  
c: 845.661.4866

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 **Bellingham, Theory Farms Notice.pdf**  
34K

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**Fraine, Denis** <DFraine@bellinghamma.org>  
To: Brandon Pollock <brandonpollock@gmail.com>

Fri, Sep 7, 2018 at 12:44 PM

Thanks, I know we will be posting it on our website today.

**From:** Brandon Pollock [mailto:brandonpollock@gmail.com]  
**Sent:** Friday, September 07, 2018 12:41 PM  
**To:** Fraine, Denis  
**Subject:** Community Outreach Meeting , Theory Farms

Hi Denis,

I dropped off copies of this yesterday to Town Hall, and wanted to send you it via email as well. As part of our State licensing process, we will be holding our community outreach meeting on Sept 18th at the Bellingham Library. Feel free to reach out with any questions.

Have a nice weekend,  
Brandon

--  
c: 845.661.4866

---

**Brandon Pollock** <brandonpollock@gmail.com>

Wed, Mar 27, 2019 at 5:05 PM

To: Brandon Pollock <brandon.pollock@gmail.com>

----- Forwarded message -----

From: **Brandon Pollock** <brandonpollock@gmail.com>

Date: Fri, Sep 7, 2018 at 12:41 PM

Subject: Community Outreach Meeting , Theory Farms

To: Fraine, Denis <DFraine@bellinghamma.org>

Hi Denis,

I dropped off copies of this yesterday to Town Hall, and wanted to send you it via email as well. As part of our State licensing process, we will be holding our community outreach meeting on Sept 18th at the Bellingham Library. Feel free to reach out with any questions.

Have a nice weekend,  
Brandon

--

c: 845.661.4866

--

Sent from my iPhone



**Bellingham, Theory Farms Notice.pdf**

34K

**Theory Wellness**  
38 Montvale Ave #210  
Stoneham, MA 02180



TAA Realty LLC  
140 Mendon St.  
Bellingham MA 02019

**FROM:** Theory Farms, LLC  
**TO:** Cannabis Control Commission  
**DATE:** September 14th, 2020  
**RE:** Municipal Cost Documentation for the renewal of #MC281657

As of September 14th, 2020, Theory Farms, LLC (TF) has not begun operations for cannabis cultivation at 26 William Way in Bellingham, MA. The site is currently being fitted out and it has 6-8 months of construction remaining before it will be completed. As a result of the operations not starting there have been no costs of any kind to the Town of Bellingham. TF expects to complete the fit out at 26 William Way and be awaiting inspection no later than late spring of 2021 and will update the CCC in regards to the municipality costs incurred via the 2021 license renewal process.

## Theory Farms

*Plan for Areas of Disproportionate Impact*

*Cultivator Application*

*Version 2, Revised 3/29/2019*

Theory Farms ("TF") is committed to having a positive impact on areas of disproportionate impact, as defined by the Commission. The closest community of disproportionate impact to our proposed Marijuana Cultivator is **Walpole, MA**, which is a city about 14 miles away from our proposed Marijuana Cultivator in Bellingham.

Based on feedback from the Commission, this plan has been revised. Each aspect of our plan now includes a timeline and metric that will be used to measure success of this plan.

In order to have a positive impact on the City of Walpole, TF will:

1. One goal is to have Walpole residents make up **10% of our workforce** for this Marijuana Establishment. In order to meet this goal, TF will hold a once per year employment fair in Walpole. At this event, interested employees will be able to learn about the cannabis industry, our company, and how to apply for a position within TF. Representatives from TF's leadership team will attend this job fair and will provide insight to interested individuals on how best to become a part of the legal cannabis industry. We expect to hold this event in May of 2019.
  - TF expects to have completed all hiring by August 1<sup>st</sup>, 2019. At this point in time, TF will examine all hiring and conclude whether we met our goal in respect to hiring of Walpole residents. If our goal has not been yet, TF leadership will develop a new plan to ensure we meet our goal as soon as possible.
2. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, make efforts in a legal and non-discriminatory manner to give priority to Walpole businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the maintenance and continued operation of our proposed Marijuana Cultivator. TF expects that through these efforts, we will provide economic stimulus to businesses and individuals based in Walpole.

TF will measure the success of this aspect of the plan in the following way with the following timeline:

- TF's goal is to spend at **least 10%** of our capital expenditure (CapEx) budget with vendors that are based in Walpole.
  - TF expects to have completed all capital expenditures by August 1<sup>st</sup>, 2019. At this point in time, TF will examine all CapEx spent and conclude whether we met our goal of spending 10% of the CapEx budget with Walpole based vendors / contractors. If our goal has not been yet, TF leadership will develop a new plan to ensure we meet our goal as soon as possible.
3. TF will donate at least \$5,000 per year to organizations/non-profits whose missions are to improve areas disproportionately impacted. One example of an organization like this that our team has already supported (and thus the organization has already authorized TF to contribute) is the Massachusetts's Recreational Consumer Council (MRCC). TF will analyze our donations in November of 2019 to ensure we met this goal; if we have not yet met this goal by November of 2019, TF will make necessary donations in December of 2019 to meet our goal.

**Acknowledgements:**

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



---

Brandon Pollock



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

mass.gov/dor

Letter ID: L1141887616  
Notice Date: September 28, 2018  
Case ID: 0-000-498-359



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THEORY FARMS  
38 MONTVALE AVE STE 210  
STONEHAM MA 02180-2446

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

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

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

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

### ***What if I have questions?***

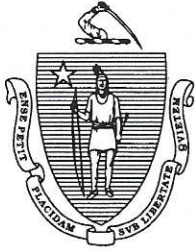
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

September 26, 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

**THEORY FARMS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 16, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**BRANDON POLLOCK, NICK FRIEDMAN, ANDREW LINEGAR, STEVEN DERREY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BRANDON POLLOCK, NICK FRIEDMAN, ANDREW LINEGAR, STEVEN DERREY**

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script, reading "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:** 001336972

**1. The exact name of the limited liability company is:** THEORY FARMS, LLC

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

No. and Street: 38 MONTVALE AVE

STE 210

City or Town: STONEHAM State: MA Zip: 02180 Country: USA

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

No. and Street: 38 MONTVALE AVE

STE 210

City or Town: STONEHAM State: MA Zip: 02180 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:**

MANUFACTURE AND DISTRIBUTE PRODUCTS

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

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

Name: BRANDON POLLOCK

No. and Street: 38 MONTVALE AVE

STE 210

City or Town: STONEHAM State: MA Zip: 02180 Country: USA

**I, BRANDON POLLOCK 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address (no PO Box)</b> Address, City or Town, State, Zip Code
MANAGER	BRANDON POLLOCK	38 MONTVALE AVE STE 210 STONEHAM, MA 02180 USA
MANAGER	NICK FRIEDMAN	38 MONTVALE AVE STE 210 STONEHAM, MA 02180 USA
MANAGER	ANDREW LINEGAR	38 MONTVALE AVE STE 210 STONEHAM, MA 02180 USA
MANAGER	STEVEN DERREY	38 MONTVALE AVE STE 210 STONEHAM, MA 02180 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.**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BRANDON POLLOCK	38 MONTVALE AVE STE 210 STONEHAM, MA 02180 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of July, 2018,**  
**BRANDON POLLOCK**

*(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:

July 16, 2018 07:56 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*

**OPERATING AGREEMENT  
OF  
Theory Farms, LLC**

This Operating Agreement (this "**Agreement**") of Theory Farms, LLC (the "**Company**"), a Massachusetts limited liability company, dated as of the 25<sup>th</sup> day of July, 2018 is entered into by and among those persons who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, "**Member**" and collectively, the "**Members**").

The Company was formed as a Massachusetts limited liability company on the 16<sup>th</sup> day of July, 2018, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C (the "**Act**").

1. Management by Board of Directors. (a) The business and affairs of the Company shall be managed by a Board of Directors appointed pursuant to paragraph (b) of this Section (the "**Board**"). Except as otherwise expressly provided in the Act or in this Agreement, the Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to appoint and remove officers of the Company and to perform any and all other acts or activities customary or incident to the management of the Company's business. All decisions of the Board respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Company shall be made by unanimous consent. Each member of the Board shall also serve as a Manager of the Company having the power of a manager under the Act, including, without limitation, to legally represent the Company.

(b) The initial Directors of the Company shall be Brandon Pollock, Nicholas Friedman, Steven Derrey, & Andrew Linegar (the "**Initial Directors**"). The Initial Directors shall hold office until his or her resignation, removal from office as hereinafter provided or death or incapacity. Any Member of the Board (including the Initial Directors) may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding shares. Any member of the Board may resign at any time by written notice thereof to the Members. Any vacancy occurring in the Director position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding shares.

(c) Each member of the Board has a duty of care to the Company and the Members to discharge his duties with the care an ordinary prudent person in a like position would exercise under similar circumstances. In discharging his duties, each member of the Board shall be fully protected in relying in good faith upon such information, opinions, reports or statements by any of its Members or agent, or by any other person, as to matters such member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

2. Members; Capital Contributions; and Liability of Members.

(a) No Member has any authority to act for, in the name of or on behalf of the Company, or to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company.

(b) Each Member has contributed in cash to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Each Member shall be entitled to be issued shares in the Company in consideration of his capital contribution.

(c) Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its shares in the Company, including, without limitation, as a result of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.

(d) The liability of the Members for the losses, debts and obligations of the Company shall be limited to their capital contributions. No Member, in his, her or its capacity as a Member (or, if applicable, as a Manager), shall have any liability to restore any negative balance in his, her or its capital account. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the Company.

3. Share of Profits and Other Items. All distributions from the Company, whether interim or upon final liquidation, shall be allocated among the Members in accordance with the Share Percentages of each Member as set forth on Schedule A hereto. No distributions of profits shall be made except by a resolution duly adopted by the holders of 100% of the outstanding shares of the Company.

4. Transfer of a Member's Shares. The Members may not transfer their shares to anyone other than immediate family members.

5. Priorities. No Member shall have any rights or priority over any other Member as to contributions or as to distributions or compensation by way of income.

6. Continuation of the Company. The Company shall continue perpetually until the holders of 100% of the outstanding shares of the Company approve the dissolution of the Company.

7. Termination of Membership; Return of Capital. No Member may terminate his or its membership in the Company or have any right to distributions respecting his shares except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.

8. Books and Records; Bank Accounts.

(a) The Company shall keep just and true books of account with respect to the operations of the Company.

(b) Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Board may from time to time determine, and shall be closed and balanced as of December 31 in each year. The fiscal year of the Company shall be the calendar year.

9. Indemnity. The Board, the Director and each Member shall be entitled to indemnity from the Company for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

10. Miscellaneous.

(a) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and permitted assigns; and each and every successor-in-interest to any Member, whether such successors acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the Company other than a Member who is such creditor of the Company.

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

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

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

(e) Any and all notices under this Agreement shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the Company at its registered office under the Act, and if to a Member at the last address of record on the Company books.

(f) This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

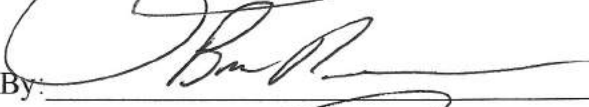
Signatures on following Page

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement effective as of JULY 25<sup>TH</sup> 2018.

**MEMBERS: THEORY FARMS, LLC**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

**MANAGERS AND DIRECTORS:**

By:  \_\_\_\_\_

[BRANDON POLLOCK]

By:  \_\_\_\_\_

[NICHOLAS FRIEDMAN]

By:  \_\_\_\_\_

[ANDREW LINEGAR]

By:  \_\_\_\_\_

[STEVEN DERREY]

SCHEDULE "A"  
TO  
OPERATING AGREEMENT  
OF  
THEORY FARMS, LLC

<u>Member</u>	<u>Capital Contribution</u>	<u>Share Percentage</u>
BRANDON POLLOCK	\$5,000	25%

Initials of Member:

BP

STEVEN DERREY	\$5,000	25%
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Initials of Member:

SD

ANDREW LINEGAR	\$5,000	25%
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Initials of Member:

AL

NICK FRIEDMAN	\$5,000	25%
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Initials of Member:

NF

FROM: Theory Farms, LLC  
TO: Cannabis Control Commission  
DATE: September 14th, 2020  
RE: Business Plan for the renewal of License # MC281657

## **BUSINESS PLAN**

### **The Company**

Theory Farms, LLC ("TF") is a community-based cannabis facility located at 26 Williams Way in Bellingham, Massachusetts. As of April 2020, this license has recently undergone a change of ownership and is now controlled by Benjamin Virga, David Morgan and Lukasz Marut.

### **The Brand**

All products will be sold under the brand name "Bud and Mary's." TF has developed the brand, and will assure its use and protection as a premium and recognizable brand for cannabis products throughout Massachusetts.

### **Customers**

The mission of TF is to provide high quality cannabis products to adults intending to use the products in a manner consistent with Massachusetts law. TF will implement security processes to verify that all customers have achieved the age of 21 years. The company shall focus on end-user/customer safety and experience, and will adhere strictly to CCC regulations, as amended from time to time

### **Management**

Key members of the management team include:

David Morgan, Chairman  
Benjamin C. Virga, President  
Lukasz Marut, Director of Products  
Andrea Barone, Director of Compliance

### **Operations**

TF will adopt and maintain standard operating procedures ("SOPs"). The SOPs will conform to Massachusetts law and regulation and shall standardize the performance of all TF management, visitors, contractors and staff. At least annually, TF will review, assess and revise such SOPs in order to conform company performance to the

applicable regulations and industry best practices. Company operations will occur at 26 Williams Way in Bellingham, Massachusetts. The facility shall be comprised of 20,000 sq ft +/-, where growing, harvesting, curing, trimming and packaging operations will take place. The company will offer the highest quality cannabis flower and pre-roll joint products, both in bulk and in final sellable form, to wholesale customers that are licensed Marijuana Establishments in the state and through our own dispensary once licensure is obtained. The facility will feature robust security features, the latest cultivation packaging equipment, AEC Corp. pharma-grade packaging handlers, Desert Air and Trane air handling capabilities, highly trained staff, and CCC-compliant security protocols. Hours of operation shall be Sunday thru Saturday 24 hours a day, seven days a week, subject to local approval and consistent with CCC regulation.

### **Revenue & Growth Projections**

TF intends to earn gross sales of \$35.0 million in the adult use market over the course of the full calendar year once operational. The company will derive gross sales from the wholesale market, and from controlled retail sales at one or more wholly-owned marijuana retail establishments. The company aspires to increase revenue by five to seven percent per year over the subsequent three years.

FROM: Theory Farms, LLC

TO: Cannabis Control Commission

DATE: September 14th, 2020

RE: Plan to obtain liability insurance for the renewal of License # MC281657

**PLAN:**

Theory Farms, LLC ("TF") will obtain liability insurance in compliance with 935 CMR 500.105(10)(a).

The policy will provide coverage of no less than \$1 million dollars per occurrence and \$2 million dollars aggregate, annually. Product liability coverage will be for not less than \$1 million per occurrence and \$2 million in aggregate, annually. The deductible shall be no more than \$5,000 per occurrence.

TF anticipates securing D&O liability coverage at prevailing rates. TF also anticipates securing commercial auto coverage at prevailing rates, including enhanced coverage for optional bodily injury, for any TF vehicles used to transport the product. Liability insurance carried on the vehicles will be at least \$1,000,000 in a combined single limit.

TF will retain the services of a local insurance agent and legal counsel to review and adjust coverages periodically to meet the needs of the company, ensure compliance with CCC regulations, and adequately protect TF 's assets, personnel and customers.

**FROM: Theory Farms, LLC**

**TO: Cannabis Control Commission**

**DATE: September 14th, 2020**

**RE: Personnel Policies w/ background checks for renewal of # MC281657**

### **Executive Management**

**Chairman:** The Chairman is appointed by the Board of Directors (the “Board”) of Theory Farms, LLC (“TF”). The primary functions of the Chairman are to provide leadership and direction to the Board, facilitate the operations and deliberations of the Board and the satisfaction of the Board’s functions and responsibilities under its mandate, and assume responsibility for the strategic initiatives below:

- Working with the Board and TF President to develop strategies for the company’s future growth;
- Working with the TF President to identify opportunities for value-enhancing strategic initiatives including acquisitions, joint ventures, and strategically important relationships, as well as the disposition from time to time of non-core assets, and communicating regularly with the TF President regarding the pursuit of such strategic initiatives;
- Developing and maintaining the Company’s relationships with future strategic partners whose capital, influence and knowledge could add significantly to the Company’s value;
- Working with the TF President on critical issues related to cannabis industry relationships and strategic alliances.

**President:** The President of Theory Farms LLC shall provide overall leadership and vision for TF. The President will work with and support the executive management team and employees to ensure that TF is setting reasonable business and community benchmarks, achieving its goals and fulfilling its mission. The President’s duties shall include the following:

- Develop, oversee and execute a staffing plan and certain hiring protocols;
- Develop and implement personnel policies and procedures;
- Develop protocols to attract, hire, advance, discipline and terminate employees and volunteers as needed to support TF’s operations;
- Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
- Ensure compliance with all workplace policy laws and requirements;
- Ensure compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.;
- Prepare and periodically amend a plan to ensure ongoing compliance with the provisions of 935 CMR 500.101(1)(c)(7);

- Prepare and periodically amend a set of detailed written operating procedures to ensure ongoing compliance with the provisions of 935 CMR 500.105(1);
- Keep and maintain all TF records, and making such records available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
- Work with the executive management team and the General Manager, to implement a plan to prevent diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105;
- Ensure that anti-diversion plans incorporate the use of video monitoring, employee training, written guidance to employees, executive supervision and physical inspection of the premises, among other tactics;
- Work with the executive management team and the General Manager, to implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
- Ensure that each member of the executive management team shall attest by his signature that he has read and understands the requirements of 935 CMR 500.000 et seq., and shall keep a copy of such attestation within the books and records of TF;
- Lead TF's interactions with state regulators and municipal officials; and
- Working as the team leader with other executives and employees, to review TF's business and community objectives, and implement plans to achieve those objectives.

Director of Inventory & Data Management: At least weekly, the Director of Inventory & Data Management shall be responsible for recording inventory counts and reporting documentation to the President. Additional IM duties shall include the following:

- Develop and implement comprehensive inventory controls;
- Develop and implement comprehensive reporting policies to meet internal and external reporting requirements;
- Maintain all inventory records; physical and electronic
- Staff and supervise all Delivery positions;
- Handle, store, label and track all inventory; and
- Work with the Security Manager and President to implement safe and compliant transportation protocols, including but not limited to those under 500.050(5)(a).

Director of Compliance: Ensure all policies and procedures are in strict adherence with the regulations set forth in 935 CMR 500.000. The Director of Compliance shall administer background checks and suitability determinations for all TF employees. The Director of Compliance's duties shall include the following:

- In collaboration with the Security Manager, implement and administer background checks on all employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;

- In collaboration with the Security Manager and President, uphold the regulations set forth by the commission in 935 CMR 500.000, including routine compliance walk throughs of the facility to be completed not less than once per quarter;
- Review background checks prior to any employee commencing work or being granted access to any TF facility in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.100;
- Register each employee with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 for purposes of determining suitability.

For purposes of further ensuring employee suitability, the Director of Compliance shall:

- a. Review any and all conditions, offenses, and violations occurring in Massachusetts or any other state, whether under state law or under the laws of the United States, or the law of any military, territorial or Native American tribal authority, or any other jurisdiction.
- b. Review any and all criminal disqualifying conditions, offenses, and violations;
- c. Where applicable, review all look back periods for criminal offenses and violations included in 935 CMR 500.802 commencing upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- d. Exclude from consideration any juvenile dispositions as a factor for determining suitability.
- e. Analyze all background checks to Massachusetts law, including but not limited to 935 CMR 500.800, inclusive of all tables and exhibits.
- f. Not less frequently than quarterly, review Massachusetts law and CCC regulations and guidelines to determine any change in recommended best practice.
- g. Administer the TF background check protocol, in accordance with Massachusetts law and regulation, and any guidance provided by the CCC from time to time, including 935 CMR 500.802 and related tables.
- h. Determine whether grounds exist for Mandatory Disqualification or Presumptive Negative Suitability Determination and, in the event a Presumptive Negative Suitability Determination is made, TF will consider the following factors: (i) time since the incident; (ii) age of the subject at the time of the incident; (iii) nature and specific circumstances of the incident; (iv) sentence imposed and length, if any, of incarceration, if criminal; (v) penalty or discipline imposed, including damages awarded, if civil or administrative; (vi) relationship of offense or incident to nature of work to be performed; (vii) number of offenses or incidents; (viii) whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered; (ix) if criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications

obtained; and (x) any other relevant information, including information submitted by the subject.

Upon finding an adverse determination, a Director of Compliance shall:

- Report the adverse finding to the Security Manager and President immediately;
- Within seven (7) days of such determination, provide the applicant a copy of the background screening report and a final adverse determination letter providing the applicant with instruction relative to the right to dispute the contents of the report and rights to supplement or pursue an appeal to the Suitability Review Commission;
- Document such adverse determination in compliance with all requirements set forth in 935 CMR 500 et seq.; and
- Maintain such determination within TF personnel records.

Chief Financial Officer: The CFO is responsible for handling all financial aspects of the company, including the following tasks:

- Maintenance of financial records including purchase orders;
- Profit and loss projections;
- Cash management and financial reporting;
- Budget management;
- Payroll funding and management;
- Hiring of tax, accounting, payroll, legal and other professional services; and
- Report generation regarding gross sales, on a daily, monthly and annual basis, in a form and manner determined by the President.

### Employees

General Manager: The GM shall supervise all logistical operations, including the handling, transfer, storage and transportation of products. The GM shall serve as a supervisor to all aspects of the facility. GM duties shall include the following:

- Ensure that all equipment, fixtures and furniture are in working order;
- Ensure that employees comply with all security protocols;
- Participate in developing and supervising all logistics, in collaboration with the President and other executives and employees, as required by 935 CMR 500.101(1)(c)(7);
- In collaboration with the President and other members of the executive management team, assure that TF remain compliant with all general operational requirements as set forth at 935 CMR 500.105; and
- Report to the President and other members of the executive management team with respect to general operations.

Security Manager: The Security Manager is responsible for implementing security policies and procedures for TF. The Security Manager will maintain, implement, review and amend such policies as required by the business. Security Manager duties shall include the following:

- Ensure compliance with all provisions of 935 CMR 500.110;
- Review and ensure proper maintenance of all security apparatus, including physical, human and technological security methods and equipment;
- Interact with state inspectors and municipal law enforcement authorities;
- Train and supervise security staff;
- Develop a plan for educating employees on the strict anti-diversion policy at TF;
- Develop, review and supervise the process through which TF will report security incidents;
- Prepare reports, in written and electronic form, relative to the maintenance of security at TF, and generate any reports required by regulation to be provided to state regulators or law enforcement;
- Maintain current list of all authorized and registered employees working for TF;
- Maintain current list of all employees authorized to access designated areas of the facility;
- Lead a working group comprised of the President, GM and any other designated personnel to ensure that current policies and procedures are properly and effectively implemented, integrated, and relevant to ensure the safety of TF employees and assets;
- Ensure that all personnel complete and satisfy all background checks requirements prior to performing any TF functionality;
- Provide staffing, shift change and general oversight of security operations; and
- In the event of any suspected diversion incident, perform an internal audit, referencing video surveillance and product tracking software, to locate the time, place and agent involved with the discrepancy, and document and report in accordance with 935 CMR 500.110(1)(m).

Marijuana Establishment Agent: Registered agents participate in a variety of retail sales, security, inventory, cultivation, production, transport and cleanliness functions. Agents will be assigned to specific areas of the facility based on their training and will operate under the direction of the General Manager. MEA's shall perform the following duties:

- Carry out all necessary cultivation duties such as watering, cloning, defanging, nutrient feeding, pest management, etc.;
- Assure accurate and efficient use of TF's sale tracking system in compliance with 935 CMR 500;
- At the direction of the GM, complete all training as required by 935 CMR 500;
- After packaging for sale and transportation, collect the selected product from the product storage area and scan the barcode into the POS system;

- Properly carry out the curing process on dried marijuana and manicure it so it is free from seeds, stems and leaves;
- Weigh and package the product for placement into an approved child-resistant package in compliance with 935 CMR 500.105(5);
- Generate and affix labels to the product, and confirm that the labels reflect the date, strain name, cannabinoid profile, and all applicable warnings as required by 935 CMR 500.105;
- Comply with 935 CMR 500.105(3) for requirements for safe handling of marijuana;
- Ensure proper storage and disposal of waste in accordance with 935 CMR 500.105;
- Transport product in company vehicles to other registered Marijuana Establishments.

Security Agent: Security Agents monitor TF's security systems. Security Agents will also perform the following duties:

- Monitor alarm systems, doors, interior and exterior video cameras, motion sensors and related technology;
- Assure that all employees and others accessing the facility have the appropriate credentials and identification and sign into the security log as needed;
- Assure that only properly authorized individuals are able to gain access to the facility;
- Lead TF's response in the event of fire, theft, intrusion or other threat to health and safety at the facility;
- Respond and investigate security situations and alarm calls;
- Clearly document any incidents and record details of the conditions in a written report for the Security Manager;
- Monitor all employee entrances to the facility;
- Maintain log books; and
- Provide escorted access as required in restricted areas.

### **Personnel Records**

Personnel records for each employee will be maintained for at least twenty-four (24) months after an employee's separation from the company. Personnel records shall include, but not be limited to, the following:

- Job description stating duties, authority, responsibilities, qualifications, and supervision;
- Employment agreement, if any;
- Documents related to employee training, including training regarding privacy and confidentiality requirements, and a signed statement of the employee indicating the date, time, and place of such training;
- Documentation relating to compensation, including a statement of graduated compensation by date and pay rate;
- Performance evaluations;

- Disciplinary records, if any;
- Documents relating to background investigation, including CORI reports; and
- All materials required by the Commission pursuant to 935 CMR 500.030(2).

Personnel records will be kept in a secure location to maintain confidentiality and be accessible only to the President, Security Manager, or designees, all of whom shall be members of the executive management team.

### **Professional Conduct**

#### **Standards of Conduct**

TF is committed to maintaining an environment conducive to the health and well-being of customers, employees and the community. TF shall endeavor to provide a workplace free from harassment, bullying or discrimination. TF will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity or any other trait or characteristic protected by law. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to TF's values and shall provide grounds for discipline, up to and including termination. TF policies shall prohibit any physical or verbal conduct that:

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

All TF employees shall maintain the highest degree of professional behavior. Harassment or discrimination by or against employees is strictly prohibited, and the President shall promptly address any offending conduct.

TF is committed to maintaining a work environment that is alcohol, smoke and drug free. TF has adopted this policy to provide a work environment that promotes the safety and productivity of its employees, agents, and visitors.

#### **At-Will Employment**

Unless otherwise specified in a signed document executed by the President and the employee, employment at TF shall be at-will. The employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Each party reserves the right to end the employment.

#### **Workplace Attire**

Workplace attire must be suitable for each specific role and task. The President and the executive team shall determine appropriate attire, and shall ensure compliance with all workplace attire requirements.

### Business Hours

The facility shall have the following hours of operation:

Monday: 8:00 am -9:00 pm  
Tuesday: 8:00 am -9:00 pm  
Wednesday: 8:00 am -9:00 pm  
Thursday: 8:00 am -9:00 pm  
Friday: 8:00 am -9:00 pm  
Saturday: 8:00 am -9:00 pm  
Sunday: 8:00am -9:00 pm

Emergency contact information:

Benjamin C. Virga, President  
Phone: 617-990-6653  
Email: bvirga@frozen4llc.com

Lukasz Marut, Director of Products  
Phone: 857-385-6801  
Email: lmarut@frozen4llc.com

### **Compensation and Employment Practices**

#### Standard Employment Practices

TF offers competitive wage and benefits packages, and shall develop a workplace culture that values work-life balance, transparent and accessible management, and a work ethic consistent with the cannabis program in Massachusetts.

#### Compensation

Compensation shall be negotiated on an individual basis. TF shall determine compensation based on the prevailing wage in the marketplace. Compensation shall account for skill, experience, education, work history and other lawful criteria as determined by TF. The President and executive management team shall determine compensation rates. TF shall at all times comply with applicable state and federal law in determining employee compensation.

#### Compliance with Law and Regulation

TF's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, 935 CMR 500.000 et. seq., and with laws pertaining to holidays, work hours, personal time, paid time off, confidentiality and workplace safety. The executive management team shall oversee company compliance and the President shall implement company policies and procedures.

### Work Schedules

Work schedules shall be part-time or full-time. Schedules will be set and classified according to the demands of the business. TF shall develop and implement work schedules that provide necessary duty and personnel coverage. TF shall determine work schedules to ensure adequate coverage on a daily basis, and to diminish the likelihood of duplicate staffing or overtime coverage.

### Performance Reviews

At least annually, all employees shall receive performance reviews. A written review, in a form determined by the President, shall accompany each employee review. Such review shall be signed by the employee, and shall be retained in the personnel files of the company. As determined by the President, reviews shall provide a reasonable evaluation of employee performance, and may include scoring metrics, narrative content and other performance methodologies.

### Vacation, Paid Leave and Family Leave Policies

TF's leave policies will comply with all applicable state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation annually. Leave must be requested at least two weeks in advance and approved by the President or designee. TF anticipates observing all national holidays, and will elect on an annual basis whether to observe state holidays.

### Disciplinary Policy

TF has adopted a disciplinary policy designed to provide a graduated series of corrective actions. This policy, called the "Steps" policy, is intended to improve employee performance, promote the maintenance of a cohesive and productive workplace, and prevent recurring adverse behaviors. In addressing disciplinary matters, TF shall apply the steps described below:

#### Step 1: Individual Advice and Counsel

A member of the executive management team shall individually discuss the subject conduct with the employee. The executive shall identify the offending conduct, and clearly outline company expectations for resolution.

#### Step 2: Written Warning

Within seven (7) days of the discussion described in Step 1, the executive will prepare a document characterizing the discussion, and will provide a copy of the document to the employee. The employee will sign the document, a copy of which TF will maintain in the personnel file.

### Step 3: Final Written Warning

Should the offending conduct persist or recur, a member of the executive management team will prepare a document characterizing the offending conduct and will provide a copy of the document to the employee. The document may include witness statements or reference other evidence. The document will state "Final Warning" in prominent text. The employee will sign the document, a copy of which TF will maintain in the personnel file. If the executive finds the offending conduct problematic, disruptive and/or harmful, or adversely affecting the health or safety of other employees, the executive may recommend to the President that the employee be removed from the workplace. The President shall act on any such recommendation within forty-eight (48) hours.

### Step 4: Termination of Employment

The last step is termination of employment. TF reserves the right to terminate if, notwithstanding the steps set forth above, an employee's conduct fails to comport with TF policies and procedures. TF reserves the right to terminate without prior notice or disciplinary action. The President must approve termination in writing, a copy of which TF will maintain in the personnel file.

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

### Conduct Not Subject to "Steps" Disciplinary Policy

Illegal behavior is not subject to the "Steps" policy, and may be reported to local law enforcement. Intoxication, physical harassment, sexual harassment, bullying, theft, diversion of marijuana or marijuana products, engaging in unsafe practices or misappropriation of intellectual property and like behaviors shall not be subject to the "Steps" policy and may be grounds for immediate termination.

Any agent or employee who has been convicted of or entered into a guilty plea for a felony charge for distribution of a drug to a minor shall not be subject to the "Steps" policy and shall be grounds for immediate termination.

### Separation of Employment

A separating employee may contact the President or other supervising authority to schedule an exit interview. TF reserves the right to refuse any such interview. The interview, if any, shall occur on or after the employee's last day of work.

### Company Property

A separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return items may result in deductions from their final paycheck. An employee may be required

to sign a wage deduction authorization form to facilitate the deduction of the cost of unreturned items from the final paycheck.

#### Termination of Employee Benefits

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

#### COBRA Health Insurance

Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. TF shall provide information about employee rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) relative to the continuation of health insurance coverage.

**FROM:** Theory Farms, LLC  
**TO:** Cannabis Control Commission  
**DATE:** September 14th, 2020  
**RE:** Energy Compliance Plan for the renewal of # MC281657

**PLAN:**

This is intended to be a placeholder document for this aspect of our license renewal process. We were not able to access this license for renewal due to the ownership change not being reflected on the online portal we have access to until late August of 2020. It was at that time we discovered that instead of an Energy Compliance Plan that needed to be updated to reflect the changes in operations there was no Energy Compliance Plan at all as a part of this application. This was due to the original owners submitting the application and receiving their provisional license prior to the Energy Compliance Plan requirement being added to the regulations.

The Energy Compliance Plan is a massive undertaking and is currently being written by our MEP Engineer, Erik Gath of BLM Engineers and it is expected to be completed the week of September 21st. However, since the 60 day submission requirement would be exceeded if we waited for him to complete this we are submitting this placeholder document instead and will forward the completed Energy Compliance Plan to the CCC as soon as we receive it.

**FROM: Theory Farms, LLC**

**TO: Cannabis Control Commission**

**DATE: September 14th, 2020**

**RE: Diversity Plan for the renewal of License # MC281657**

### **Diversity Mission**

To encourage the entire community to participate in the Theory Farms, LLC (“TF”) mission, and to establish specific, measurable goals to promote equity for minorities, women, veterans, the LGBTQ+ community and people with disabilities in the operation of TF’s Cultivation Facility.

### **Vision**

We strive to build a staff that reflects the racial, ethnic and cultural diversity of the community and our country. We will build lasting relationships with people from diverse backgrounds and will aspire to be a leader in promoting inclusion, equity and community engagement. We believe that our commitment to promoting diversity will inspire exceptional employee performance, enhance patient and customer experience and contribute to financial viability.

### **Five Key Elements**

1. Establish ambitious goals for staff diversity
2. Recruit, hire and retain a diverse staff
3. Increase staff awareness of the importance of inclusion and diversity
4. Conduct continuous outreach designed to engage diverse members of the community
5. Measure engagement and participation against the diversity goals

### **Plan Summary**

#### ***Element No. 1 : Establish Ambitious Goals.***

- TF will strive to develop and maintain a diverse pool of candidates for participation in the business of cultivation. Our intent is to build a workforce that is reflective of the demographics of our community. Our workforce will include minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community in numbers at least equal to those present within the community at large, if not more. We will conduct an analysis of the community using public and private resources and will endeavor to improve our understanding of the community.

- TF will establish goals to secure a diverse and qualified group of employees. These goals will include, at a minimum, the following.
  - TF will assure that not less than 50% of its employees will be representative of our diversity inclusions. TF intends to target each demographic in percentages at least equal to the following: women (50%); minorities (20%); veterans (15%); LGBTQ (10%); people with disabilities (10%);
  - TF will provide hiring surveys including self-identification markers in order to count the number of individuals hired who are minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community. TF will assess this number from the total number of individuals hired to ensure that at least 50% of all individuals hired fall within this goal;
  - TF will ensure that all of its employees, including minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community, are notified of and encouraged to apply for a promotion should a vacancy occur; and
  - TF will count the number of promotions earned by minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community and will assess this number from the total number of available promotions to ensure that at least 50% of all individuals promoted fall within this goal.

***Element No. 2 : Recruit, Hire and Retain a Diverse Staff:***

In order to attract and retain a diverse staff, TF will engage in the activities listed below:

- TF has formed a partnership with and will be providing financial support to the Cannabis Center for Excellence (CCE) non-profit. CCE and TF will work together to recruit, hire and train a diverse staff in all aspects of TF's cannabis business.
- Propose new partnerships with culturally diverse institutions, including Bristol Community College and Taunton Area School to Career Inc., with a focus on conducting targeted recruiting and hiring initiatives for candidates that will diversify the staff;
- At least 4 times a year (i.e. quarterly), provide specific opportunities for success within our diverse community, including job training, mentoring programs, and opportunities for promotion, provided further that all employees shall be eligible for mentoring and promotional opportunities;
- At least twice a year, offer business-relevant seminars to introduce diverse sectors of the workforce to technical skills (e.g. plant science, cultivation techniques, etc.) and analytical skills (e.g. financial accounting, inventory management, etc.), provided further that such seminars shall be available to not less than 200 individuals per seminar;

- Gather, compile and share demographic data, and reflect on any patterns or trends which appear in the data;
- Host career fairs at least 4 times a year (i.e. quarterly), in underrepresented and minority communities;
- Use online resources such as indeed.com, ziprecruiter.com and social media platforms to cast a wide search for diverse employees;
- At least monthly, create and distribute internal workplace newsletters to encourage current employees to recommend individuals that might advance the diversity and business performance objectives of the company;
- Contract with suppliers that demonstrate a commitment to diversity and inclusion;
- Establish procedures for diversity orientation and annual continuing education for all management and staff;
- Develop a consistent process for identifying, screening and interviewing candidates on issues relating to diversity and equity;
- Analyze exit surveys and develop recommendations to improve retention and quality of staff;
- Implement a process to provide orientation to all new administrators on the topic of diversity/equity.
- Organize social and networking events each twice a year in an effort to build relationships and increase retention.

### ***Element No. 3 : Increase Staff Awareness***

In order to increase staff awareness of the importance of inclusion and diversity, TF will:

- Conduct quarterly reviews of the business to search for and remove barriers for people of diverse backgrounds, to ensure they have access to opportunities within the company;
- Develop collaborative workplace processes to provide first-hand experiences;
- Utilize instructional materials aligned to the company's business objectives in order to provide all employees with an understanding of how cultural differences might affect or enhance participation in the workplace;
- Create an environment of trust between management and staff as well as amongst peers and practices within the business;

- Hold an annual employee training to maintain awareness and to continue to promote diversity within the company. These trainings will see TF focusing on a variety of topics, some of which are listed below;
  - Prevention of sexual orientation, gender, age and racial biases on institutional and individual levels
  - Procedural overviews of EEO principled hiring, firing, and dispute management
  - Strategy for community and workplace civic engagement to build diverse & inclusive relationships
  - Privilege in leadership; closing the gap by maintaining a diverse management team
  - Improving corporate culture through analysis of how effectively TF's core values integrate issues of cultural competency
- Develop a process and procedure to properly document and resolve any matters that may impact the diversity plan.

#### ***Element No. 4 : Conduct Continuous Outreach***

In order to engage diverse members of the community, TF will:

- Encourage community participation in activities sponsored by the company, including community events, street fairs, job fairs, chamber of commerce events and the like;
- Participate in events sponsored by the host community;
- Engage in honest conversation with management and staff on a semiannual basis about issues that impact a diverse population; and
- Use print and electronic communication tools, including web and social media, to share information about the opportunities for employment and participation within the company.

#### ***Element No. 5 : Measurement***

In order to measure outcomes against the diversity goals of the company, TF will:

- Annually, at a minimum, evaluate the then-current process used for recruiting, hiring and retaining staff to determine whether the diversity plan is still effective;
- Collect and analyze data, including demographic information related to the composition of the workforce, and whether the company's plan is achieving its diversity objectives;

- Measure the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Measure the number of promotions for people falling into the above-referenced demographic groups since initial licensure;
- Measure the number of positions created since initial licensure;
- Measure the number and subject matter of trainings held, and track the number of individuals falling into the aforementioned demographic categories in attendance;
- Document the number and natures of employment outreach and community events and the individuals that attended, and retain copies of any materials distributed at such events;
- Publish such employment data, and at least annually, share that data with management, staff and the CCC;
- Establish a timeline, organized by month, to track TF's progress in meeting its diversity goals;
- Document TF's performance, in writing and suitable for submission to the CCC, within 90 days of its annual renewal date; and
- Develop a written plan for continuous improvement based on the findings.

### **Affirmative Statement**

In accordance with the Guidance on Required Positive Impact Plans and Diversity Plans (revised 2/25/19), Theory Farms, LLC affirmatively states as follows: (1) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

**FROM:** Theory Farms, LLC

**TO:** Cannabis Control Commission

**DATE:** September 14th, 2020

**RE:** Quality Control & Testing for the renewal of License # MC281657

**PLAN:**

**General Policies**

Theory Farms, LLC ("TF") intends to provide Massachusetts consumers with adult use cannabis of the highest quality. TF will do so by implementing strict operational controls for the cultivation facility, maintaining a sanitary and secure environment and utilizing a commission-approved independent testing laboratory.

All areas of the facility at 26 Williams Way, including the entrances, storage areas, employee areas, and perimeter will be monitored daily for signs of contaminants such as mold, fungus and pests. All areas will be cleaned and maintained to varying degrees on a daily, weekly and monthly basis. If contamination occurs, TF staff will remedy the contamination, relying on their individual expertise, peer support and executive direction.

TF will meet or exceed sanitary guidelines required by 935 CMR 500.160. Staff will use locker rooms to transition into uniforms and store personal belongings. Once changed, each person will be required to pass through an air shower to remove any dust, pollen, and microscopic pests prior to entering the cultivation areas. In the cultivation and trimming/packaging areas, all employees will be required to don PPE such as gloves, hair/beard nets, and face masks, and will be instructed to wash hands frequently to prevent contamination.

In compliance with 935 CMR 500.105, TF will adopt policies to instruct agents on how to move and where to store items during times of maintenance or sanitation. Under no circumstances will agents be permitted to remove items without permission. Under no circumstances will agents be permitted to store equipment, utensils or products on the floor or in any other unauthorized manner.

All of TF's storage containers will be light shielding, air tight and secure to protect the finished products and the agents handling them. Storage and transportation of products will always occur under conditions that protect products against physical, chemical/toxic, and microbial contamination, as well as against deterioration of finished

products or containers. Containers will be monitored for cleanliness and serviced as necessary.

All finished marijuana products intended for sale will be tested in accordance with 935 CMR 500.160 for heavy metals, PGRs/Pesticides, microbial (bacteria and mold) contamination, cannabinoid and terpene profiles. Only products that pass independent lab testing will be allowed to be sold. Any products that fail, and cannot be remediated, will be stored separately from passing products to prevent cross-contamination, and disposed of properly according to 935 CMR 500.105. All certificates of analysis received from the testing lab will be retained for at least a year. TF shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated.

TF will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner described below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3)

### **Structure and Utilities**

TF, with the assistance of its building and engineering team, will select interior materials such as floors, walls and ceilings that promote ease of cleaning and repair. In accordance with 935 CMR 500.105(3)(b)(6), TF will keep each area of the facility clean and in good repair.

TF's water source will be capable of providing a safe, potable, and adequate supply of water to meet or exceed the needs of the facility. TF will ensure that plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility.

Along with the aid of third-party contractors, TF will ensure there will be no cross-connections between the potable and wastewater lines. TF will strive to provide its agents and employees with areas to accommodate day to day needs. These areas may include but are not limited to; break rooms, locker areas, meeting rooms and readily accessible toilet facilities that are maintained in a sanitary, functioning condition.

**FROM: Theory Farms, LLC**

**TO: Cannabis Control Commission**

**DATE: September 14th, 2020**

**RE: Qualifications & Intended Training for the renewal of # MC281657**

**PLAN:**

No employee or consultant of Theory Farms, LLC ("TF") may work on-site prior to receiving required orientation training. No employee or consultant may work on-site if any training module is 8 weeks or more past due. TF does not discriminate in hiring or operating decisions. All managers and supervisors must comply with all applicable EEOC and MCAD guidelines when managing personnel issues. All TF policies and practices are designed to prevent discrimination based on race, color, height or weight, gender, sexual orientation, religious affiliation, marital status, disability or medical condition. TF will hire its staff in accordance with a staffing plan reviewed and approved by its executive team and the Commission in connection with TF's final certificate of registration. The staffing plan will adhere to all goals detailed within the Diversity Plan as well as the Plan for Positive Impact. All executives and officers will disclose education and employment history, as required by the Commission and Massachusetts law, and will continue to update such information from time to time as required by Massachusetts law and regulation

Theory Farms LLC ("TF") anticipates hiring for the following positions for operations at 26 Williams Way:

- Director of Inventory and Data Management
- Director of Compliance
- Director of Cultivation
- Security Staff
- Cultivation Agents
- Trimmers and Packagers

Applicants must meet the following qualifications to be considered for employment:

- Must be at least 21 years of age
- Must hold a valid Driver's License
- Must pass a drug test (marijuana use is not a deterrent for employment at TF, but is strictly prohibited on company property or while on company time)
- Must be able to pass a comprehensive background check in accordance with 935 CMR 500.800 and 935 CMR 500.802
- Possess general knowledge of the cannabis industry and how to properly handle and inventory marijuana items
- Friendly demeanor and customer service experience preferred
- Willingness to abide by all regulations set forth in 935 CMR 500

All employees will be authorized Registered Marijuana Establishment Agents with the CCC and will be trained in compliance with 935 CMR 500.105(13). Training will be tailored to the roles, responsibilities and job functions of each agent. All new employees shall complete the Responsible Vendor Program within 90 days of being hired as per 935 CMR 500.105(2)(b) in addition to orientation training, introduction to the TF security program, a review of security responsibilities, and Commission approval after the completion of the Responsible Vendor Program. The Responsible Vendor Training certificates/documentation will be retained for at least four (4) years for each employee that completes the training in their secure personnel file and will be made available upon request.

Additionally, employees working in the cultivation areas will be required to complete the following training sessions held by the Director of Cultivation, the Director of Inventory & Data Management and the Director of Compliance:

- How to punch in for their shift
- Cultivation-related topics such as cloning, watering, pruning, culling, nutrient mixing, trimming and curing
- Packaging and labeling of marijuana
- How METRC and RFID tags are used and tracked in regards to marijuana and marijuana product
- Basic marijuana product knowledge and the regulations on product packaging, labeling and dosing limits
- How to keep track of and securely store all marijuana inventory/orders
- How to complete the necessary transport logs, chain of custody forms and/or manifests
- How to properly wear PPE
- How to protect confidential information
- How to document and notify the appropriate TF executives, the CCC and local law enforcement of any instance of theft, diversion or security breach should they occur

**FROM:** Theory Farms, LLC

**TO:** Cannabis Control Commission

**DATE:** September 14th, 2020

**RE:** Plan for maintaining Financial Records for renewal of # MC281657

**PLAN:**

Theory Farms, LLC ("TF") has adopted operating policies and procedures to ensure that financial records are accurate and maintained in compliance with 935 CMR 500.000.

**Revenue**

Any revenues earned by TF will be tracked by the CFO using QuickBooks and can be periodically exported. The CFO or a person working at his/her direction will provide and monitor all bookkeeping on a day-to-day basis, utilizing financial tracking software. TF anticipates retaining a separate tax service to handle quarterly and annual tax filings.

**Confidentiality**

Confidential information, such as personnel files, vendor records and manifests containing customer information, will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the CCC may access this information to carry out its official duties.

**Financial Record-keeping**

TF shall adhere to the record-keeping requirements set forth at 935 CMR 500.105(9), including the following:

1. Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles;
2. Maintaining a balance sheet reflecting all assets and liabilities;
3. Maintaining a record of all monetary transactions;

4. Maintaining a chart of accounts, which will include journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers;
5. Tracking all compensation paid to each employee, including any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any;
6. Maintaining records of all deliveries made/completed for each Marijuana Establishment License customer

TF will also separately maintain the following business records: (i) Declarations of insurance coverage and maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16); (ii) Records of all fees paid under 935 CMR 500.005 or any other section of the CCC's regulations; and (iii) Records of all fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the CCC's regulations.

**FROM: Theory Farms, LLC**

**TO: Cannabis Control Commission**

**DATE: September 14th, 2020**

**RE: Record Keeping Procedures for the renewal of License # MC281657**

**PLAN:**

With guidance from its Chairman & President, Theory Farms, LLC ("TF") will maintain all records in compliance with 935 CMR 500.105 (8) and (9). TF will maintain all records in accordance with generally accepted accounting principles.

All digital records will be backed up to a cloud-based encrypted secure server, thereby ensuring the integrity of TF records in the event of a technological failure. The server will be maintained by a third-party IT company. Paper documentation will be stored in secure, fireproof cabinets available only to authorized TF personnel and the CCC upon request.

**Inventory and Seed-To-Sale Tracking Records**

TF will use NexTec in conjunction with METRC to maintain real-time inventory and historical inventory data. NexTec software and inventory control system meet the requirements of 935 CMR 500.105(8) including, at a minimum, tracking marijuana in any phase of development such as seeds; clones; marijuana ready for harvest and/or trimming; finished marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

METRC and NexTec seed-to-sale software allows TF to maintain detailed records regarding current inventory, past production and sales, dispensary records and other data relative to product manufacturing, packaging, testing, sale, storage and security.

NexTec seed-to-sale software will allow appropriate TF staff members to reference detailed records regarding current and past inventory and transportation of marijuana or MIPs. Both will accurately and efficiently track and record any additional data relative to inventory, sale and security.

All inventory audit records, both monthly and annual, will indicate the date of inventory, a summary of the inventory findings, and the names, signatures, and titles of the dispensary agents who conducted the inventory.

Inventory and vendor history will be securely maintained and updated using NexTec inventory tracking software. Inventory and vendor documentation received in paper form will be maintained and secured in a limited access area, available only to authorized TF personnel and the CCC upon request.

TF will maintain all certificates of analysis/lab test results for at least one year. All such results shall be available to the CCC and wholesale customers at all times

### **Personnel Records**

Employee records will be regularly maintained to satisfy the requirements outlined in 935 CMR 500.105(9)(d).

Each staff member shall have a personnel file maintained in a confidential location by authorized TF personnel. TF will maintain that file for at least twelve (12) months after termination of the agent's affiliation with TF. The file shall include, at a minimum, the following:

- i. All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
- ii. Documentation of reference material verification;
- iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- iv. 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 the employee received said training and the topics discussed, including the name and title of presenters;
- v. Documentation of periodic performance evaluations;
- vi. A record of any disciplinary action taken;
- vii. Notice of completed responsible vendor training program;
- viii. All background check reports obtained in accordance with 935 CMR 500.030.

TF shall maintain a record of all personnel policies and procedures including employee handbooks and management and operation records.

### **Financial and Other Business Records**

TF shall maintain all corporate records, including provisional and final certificates, insurance policies and declarations, accounting information, host community agreements, evidence of equipment acquisition, ownership and disposition documentation and other corporate records. In accordance with 935 CMR 500.105(9)(e), TF shall maintain records of the follow items:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

TF shall maintain, in electronic form in a manner consistent with traditional business accounting practices, documents pertaining to TF's business operation. These records shall include at minimum:

- A balance sheet;
- Income statements;
- Cash flow statements;
- A statement of all monetary transactions;
- A chart of accounts, including check ledger;
- A collection of payables;
- A collection of receivables;
- Payroll records and any other evidence of compensation;
- Any other records that CCC determines to maintain in the ordinary course of business.

Provisional certificates, final certificates and any other certifications of the establishment shall be posted in a conspicuous place on the near the main entrance of the establishment.

All records will be securely maintained and shall be available upon request to the CCC.

In the event of closure, TF shall maintain all records for at least two years in a form and location acceptable to the CCC.

### **Record of Standard Operating Procedures**

Standard operating procedures related to TF's operations will be updated on an ongoing basis, and not less frequently than annually. The standard operating procedures shall include, at a minimum, the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- Hours of operation and after-hours contact information, which will be provided to the CCC, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana and marijuana products in compliance with 935 CMR 500.105(11)
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including delivering product that has been tested for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Workplace health and safety policies, including a provision that the workplace shall be free to alcohol, smoking, or any form of harassment, intimidation or violence;
- A plan describing how confidential information will be maintained;
- Policies for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported the Police Department and to the CCC;
  - Engaged in unsafe practices with regard to TF's operations; or

- Been convicted of any felony in Massachusetts or like violation in any other state or under the laws of the United States.
- Procedures for the handling of cash on premises including but not limited to storage, collection frequency and transport to financial institution(s);
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old; and
- Policies and procedures to prevent unauthorized access to the premises; including but not limited to unauthorized access by any individual under the age of 21.

### **Incident Reporting Records**

Within seven days, TF will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report.

Incident reports shall describe the incident in question, and shall indicate TF's investigation and resolution of the incident. All related documents, including photos and surveillance video related to the incident, will be maintained by TF for not less than one year or the duration of an open investigation, whichever is longer, and be made available to the CCC and law enforcement authorities upon request.

### **Security Records**

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

Twenty-four (24) hour recordings from all video cameras will be retained for at least ninety (90) days and made available for immediate viewing by the CCC upon request.

TF will maintain a visitor sign-in and sign-out record at the facility entrance. The record will include visitors' name, address, firm name if applicable, date, time in and out, and the name of any authorized agents who will be escorting the visitor.

### **Confidentiality**

Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the CCC may access this information to carry out its official duties.

**FROM:** Theory Farms, LLC

**TO:** Cannabis Control Commission

**DATE:** September 14th, 2020

**RE:** Restricting Access to those 21+ for renewal of # MC281657

**PLAN:**

All employees hired by Theory Farms, LLC ("TF") will be 21 years or older. Prior to gaining access to TF, located at 26 Williams Way in Bellingham, MA, all individuals, including visitors, contractors and vendors, must show photo identification to a camera that is monitored by a security guard to ensure that the individual is over the age of 21 years. TF security agents will be equipped with an electronic scanner that will detect any counterfeit ID. All TF security agents will be required to complete the Responsible Vendor Training Program, in a manner determined by the Commission, which will cover in detail how to identify and verify valid government issued IDs.

TF will also work with town officials, including the police department, to assure that no diversion to minors occurs. TF will work with the police department to ensure that Mass. Gen. Laws Ch. 161 Sec. 95 pertaining to loitering is strictly enforced.

In compliance with 935 CMR 500.105, TF will not market, advertise or brand itself or any of its products in a manner that might target or attract individuals under the age of 21 years.