



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284431
Original Issued Date: 07/14/2022
Issued Date: 07/14/2022
Expiration Date: 07/14/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: INDICA LLC

Phone Number: 516-220-9886 Email Address: kraheb@icloud.com

Business Address 1: 11 Apex Drive Suite 300A #240 Business Address 2:

Business City: Marlborough Business State: MA Business Zip Code: 01752

Mailing Address 1: 11 Apex Drive Suite 300A #240 Mailing Address 2:

Mailing City: Marlborough Mailing State: MA Mailing Zip Code: 01752

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: yes

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: 100

Percentage Of Control:

100

Role: Owner / Partner

Other Role:

First Name: Kerry

Last Name: Raheb

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian), White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity: Middle Eastern American

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 127 Columbia St

Establishment Address 2:

Establishment City: Adams

Establishment Zip Code: 01220

Approximate square footage of the establishment: 1900

How many abutters does this property have?: 44

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Outreach Attestation.pdf	pdf	61f1cd18dc96b108e55171db	01/26/2022
Certification of Host Community Agreement	HCA ATTESTATION .pdf	pdf	624f318c3eefeb000a250033	04/07/2022
Community Outreach Meeting Documentation	Communityoutreach.pdf	pdf	624f5cec3eefeb000a2559ce	04/07/2022
Community Outreach Meeting Documentation	TOWN CLERK.pdf	pdf	624f615f5e562200081a5a31	04/07/2022
Plan to Remain Compliant with Local Zoning	Plan to remain compliant.pdf	pdf	624f93ca5e562200081a6935	04/07/2022
Community Outreach Meeting Documentation	ABUTTERS .pdf	pdf	625efe513eefeb000a32c7ca	04/19/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact RFI3.pdf	pdf	6268482c4d83ec000a37592a	04/26/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Kerry

Last Name: Raheb 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
Department of Revenue - Certificate of Good standing	CERT GOOD STAND MA DOR.pdf	pdf	623cc8c153957f0008680922	03/24/2022
Articles of Organization	CERT OF ORG INDICA.pdf	pdf	623cc8ea53957f00086809ff	03/24/2022
Secretary of Commonwealth - Certificate of Good Standing	INDICA CERT .pdf	pdf	623df59253957f0008691d5f	03/25/2022
Bylaws	BYLAWS.pdf	pdf	6240b5bec91bef00094b89fc	03/27/2022

No documents uploaded

Massachusetts Business Identification Number: 001540295

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	INDICA LLC CCC INSURANCE.docx.pdf	pdf	6241b461c91bef00094bd422	03/28/2022
Business Plan	Business Plan.pdf	pdf	62509a1d5e562200081bfefc	04/08/2022
Proposed Timeline	Timeline.pdf	pdf	625f1ce33eefeb000a3319b1	04/19/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	INDICA Wholesale Plan.pdf	pdf	6240dce353957f00086a5c60	03/27/2022
Restricting Access to age 21 and older	INDICA 21+.pdf	pdf	6240df3ec91bef00094b9e69	03/27/2022
Personnel policies including background checks	Personnel Policies1.pdf	pdf	6241278453957f00086a69d1	03/27/2022

Qualifications and training	Employment.pdf	pdf	62413f20c91bef00094baeee	03/28/2022
Quality control and testing	Quality Control & Testing.pdf	pdf	62414705c91bef00094bafce	03/28/2022
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	62414a7053957f00086a6f9a	03/28/2022
Energy Compliance Plan	Energy Compliant.pdf	pdf	62414cca53957f00086a6fed	03/28/2022
Dispensing procedures	INDICA Dispensing.pdf	pdf	6241b4fd53957f00086a94f1	03/28/2022
Security plan	SECURITY PLAN Final.pdf	pdf	62505cf03eefeb000a262784	04/08/2022
Storage of marijuana	STORAGE PLAN.pdf	pdf	625063303eefeb000a263b0e	04/08/2022
Transportation of marijuana	Transport Plan.pdf	pdf	62506bbb3eefeb000a266a68	04/08/2022
Inventory procedures	Inventory Mgmt.pdf	pdf	625077703eefeb000a269af3	04/08/2022
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	62507dc55e562200081bb681	04/08/2022
Record Keeping procedures	RECORD KEEPING PROCEDURES.pdf	pdf	62508b125e562200081bddc9	04/08/2022
Diversity plan	Diversity Plan RFI#4.pdf	pdf	626af3264d83ec000a3a9298	04/28/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

Date generated: 08/01/2022

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 1/25/2022
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



Name of applicant:

Kerry Raheb

Name of applicant's authorized representative:

Kerry Raheb

Signature of applicant's authorized representative:



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

- a. Date of publication: 1/7/2022
- b. Name of publication: Berkshire Eagle

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed: 1/6/2022

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

- a. Date notice(s) mailed: 1/6/2022

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Kerry Raheb

2. Name of applicant's authorized representative:

Kerry Raheb

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Adams

5. Name of municipality's contracting authority or authorized representative:

Jay R. Green



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

jgreen@town.adams.ma.us

8. Host community agreement execution date:

3/10/22



New England Newspapers, Inc.

The Berkshire Eagle • The Bennington Banner • The Brattleboro Reformer • The Manchester Journal
75 South Church St., Pittsfield, MA 01201 • (413) 447-7311 • (800) 245-0254

"ATTACHMENT A"

Advertising Invoice

KERRY RAHEB

Cust#:219517
Ad#:62872
Phone#:516-220-9886
Date:01/05/2022

Salesperson: ROBERTA BRASSARD
22.00

Classification: Public Notices BE

Ad Size: 1.0 x

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Berkshire Eagle	01/07/2022	01/07/2022	1	93.60	93.60

Payment Information:

Date:	Order#	Type
01/05/2022	62872	BILLED ACCOUNT

Total Amount: 93.60

Tax: 0.00

Amount Due: 93.60

Thank you for your business!.

Ad Copy

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth is scheduled for **January 25, 2022** at 7:00 PM at **Adams Visitors Center, 3 Hoosac St, Adams, MA 01220**. The proposed Recreational Marijuana Dispensary of Indica, LLC is anticipated to be located at 127 Columbia St., Adams, MA 01220. There will be an opportunity for the public to ask questions.

AD# 62872
01/07/2022

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The proposed Recreational Marijuana Dispensary of Indica, LLC is anticipated to be located at 127 Columbia St., Adams, MA 01220. There will be an opportunity for the public to ask questions.

RECEIVED
22 JAN -6 AM 9:50
TOWN OF
ADAMS, MA
OFFICE

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Indica LLC will remain compliant with the local zoning requirements set forth in the Town of Adams zoning ordinance §125-35 Licensed Marijuana Establishment.

Indica LLC will remain compliant with the Town of Adams site location ordinance § 125-19

Indica LLC will remain compliant with the Town of Adams Signage ordinance under § 125-15.

Indica LLC will obtain a Special Permit with the Town of Adams in accordance with ordinance § 125-4 and remain compliant with the Special Permit.

Indica LLC will remain compliant with the Town of Adams and will submit a site-plan for approval in accordance with ordinance § 125-19.

Indica LLC will apply for any other local permits required to operate a Marijuana Retailer at the proposed location, including a Building Permit.

Indica LLC will continue to work cooperatively with municipal departments, boards, and officials to ensure that Indica LLC ME remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

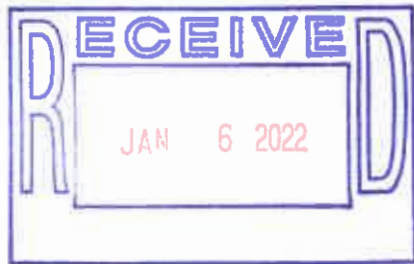
"ATTACHMENT C"



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ADAMS planning
BOARD

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The proposed Recreational Marijuana Dispensary of Indica, LLC is anticipated to be located at 127 Columbia St., Adams, MA 01220. There will be an opportunity for the public to ask questions.

RECEIVED
JAN 06 2022
Adams Select Board

Positive Impact Plan

Indica LLC. proposes this plan to positively affect areas of disproportionate impact that complies with the Commission's guidance.

The five identified populations of disproportionately harmed people are as follows;

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Note that some disproportionately impacted geographic locations are cities or towns, and others are neighborhoods identified by census tracts. The designation of these areas will be re-evaluated periodically.
2. Commission-designated Certified Economic Empowerment Priority recipients;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

Goals

Goal #1

50% of Indica LLC staff shall be Massachusetts residents who have past drug-convictions.

Program

Indica LLC. shall post monthly advertisements in the local paper, The Berkshire Eagle <https://www.berkshireeagle.com/> stating that the establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.

Metrics

Indica LLC. will count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.

Goal #2

Indica LLC. will hold educational industry-related workshops every (2) months in the Town of North Adams.

Program

Indica LLC will post an ad in the local paper, The Berkshire Eagle <https://www.berkshireeagle.com/> every (2) months (6 times per year) announcing the workshop and encouraging all to join.

Metrics

Indica LLC. will ensure the announcements are posted every (2) months and will document the time, place and topics discussed for each workshop.

Annually, 60 days prior to our License renewal, Indica LLC, will conduct a comprehensive written evaluation of the programs outlined above. The purpose of the evaluation will be to measure the goals that are outlined in this Plan. This written evaluation will be available to the Commission for review during the License renewal process in accordance with ordinance 935 CMR 500.101(1).

Indica LLC. 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 that 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.

Indica LLC. will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws on any actions taken, or programs instituted by Indica LLC.



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1614008000
Notice Date: March 15, 2022
Case ID: 0-001-443-397



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



INDICA LLC
11 APEX DRIVE STE 300A #240
MARLBOROUGH MA 01752

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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: 0015402951. The exact name of the limited liability company is: INDICA LLC

2a. Location of its principal office:

No. and Street: 11 APEX DRIVE SUITE 300A #240City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

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

No. and Street: 11 APEX DRIVE SUITE 300A #240City or Town: MARLBOROUGH State: MA Zip: 01752 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:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NORTHWEST REGISTERED AGENT SERVICE INC.No. and Street: 82 WENDELL AVE. STE 100City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, TOM GLOVER OF NORTHWEST REGISTERED AGENT SERVICE INC. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	KERRY RAHEB	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KERRY RAHEB	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of November, 2021,
MORGAN NOBLE

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

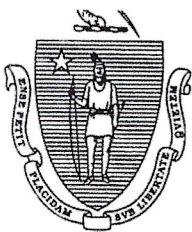
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

November 02, 2021 02:13 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

March 15, 2022

TO WHOM IT MAY CONCERN:

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

INDICA LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 2, 2021.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

OPERATING AGREEMENT

FOR

INDICA LLC

A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1. **FORMATION.** The member has formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the member.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
 - (a) The sole member resolves to dissolve;
 - (b) Any event which causes the Company's business to become unlawful;
 - (c) The death, resignation, expulsion, bankruptcy, retirement of the sole member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), the Company will expire and may be administratively dissolved.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as later selected by the member.
- 1.7. **THE MEMBER.** The name and residential address of the sole member is listed in Certification of Member section of this agreement.

- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II

Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The member will initially contribute capital to the Company, as described in Exhibit 1 attached to this agreement. The agreed total value of such property and cash is _____.
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the member as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The member will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent the member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1. **MANAGEMENT OF THE BUSINESS.** The member is responsible for the management of the Company.
- 4.2. **MEMBERS.** The liability of the member will be limited according to state law.
- 4.3. **POWERS OF MEMBERS.** The member is authorized on the Company's behalf to make decisions as to:
- (a) the sale, development, lease, or other disposition of the Company's assets;
 - (b) the purchase or other acquisition of other assets;
 - (c) the management of all or any part of the Company's assets;
 - (d) the borrowing of money and the granting of security interests in the Company's assets;
 - (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets;

- (f) the compromise or release of any of the Company's claims or debts; and
- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The member is further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

- 4.4. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the member may designate. Pursuant to the powers listed in Section 4.3, the member has the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.5. **EXCULPATION.** Any act or omission of the member, the effect of which may cause loss or damage to the Company, if done in good faith to promote the best interests of the Company, will not subject the member to any liability.
- 4.6. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the member determines that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.7. **RECORDS.** The member must keep the following at the Company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each member;
 - (b) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;

- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company's financial statements for the three (3) most recent years.

ARTICLE V

Compensation

- 5.1. **MANAGEMENT FEE.** The member rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the member for all direct out-of-pocket expenses incurred in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1. **BOOKS.** The member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The member may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2. **MEMBER'S ACCOUNTS.** The member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
 - (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account;and decreased by:
 - (x) Distributions to the member in reduction of Company capital;
 - (y) The member's share of Company losses if charged to his or her capital account.
- 6.3. **REPORTS.** The member will close the books of account after the close of each calendar year and will prepare a statement of such member's distributive share of income and expense for income tax reporting purposes. The member must keep such statements with the other financial statements kept pursuant to Section 4.7(d).

ARTICLE VII

Transfers

- 7.1. **ASSIGNMENT.** The member may sell, assign, or otherwise dispose of all or any part of his or her interest in the Company.

ARTICLE VIII

Dissolution

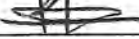
- 8.1. **DISSOLUTION.** The member may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must

pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's economic interests. The dissolution may only be ordered by the member, not by the owner of the member's economic interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member as of this 11 day of NOVEMBER, 2021.

Member:

Name Kerry Raheb Percent 100 % X 

Address 82 Wendell Ave. STE 100 Pittsfield MA 01201



PEARSON WALLACE
INSURANCE, LLC

March 27th, 2022
INDICA, LLC
127 Columbia Street
Adams, MA 01220

Subject: INDICA LLC Commercial Insurance Coverage

Dear Mr. Raheb,

Per your request we are writing this letter to indicate that we have had several discussions to determine the type of insurance you will need to obtain for INDICA, LLC. to be compliant with the Cannabis Control Commission of Massachusetts.

Pearson Wallace Insurance provides cannabis insurance products compliant with the Cannabis Control Commission of Massachusetts and works with a variety of carriers who provide insurance products for the cannabis industry.

For INDICA LLC, to remain compliant with General and Product Liability Insurance coverage, pursuant to regulation 935 CMR 500.105(10), they will need to purchase the following product and liability insurance:

- Product Liability with limits of \$1,000,000/\$2,000,000 aggregate, with a maximum deductible of \$5000
- General Liability with limits of \$1,000,000/\$2,000,000 aggregate, with a maximum deductible of \$5,000

In addition, we suggest Indica LLC purchase the following coverages:

- Business Personal Property Coverage
- Workers Compensation with limits of \$1MM per accident/\$1MM per disease/\$1MM policy period
- Auto coverage (hired and non-owned for you and your employees)
- Excess liability with a limit of \$1,000,000

Best Regards,


Beth Pearson

President

222 South,Suite 201 Pittsfield, Ma 01201
T. (413) 464-9390 F. (866) 495-4808 W. PearsonWallace.com

Business Plan

INDICA, LLC.



I want to start by thanking the Commonwealth for allowing me this opportunity, and the CCC for this incredible platform to work with. I am truly blessed to be writing this.

Kerry Patrick Raheb

CEO & COO



I founded INDICA, LLC. in 2021 for the sole purpose of opening a recreational adult-use Marijuana Establishment in the Commonwealth. This has always been my passion and dream as I have traveled to Amsterdam decades ago with a fascination and hunger for the Cannabis Industry.

I am well versed in the high compliant world of Finance and successfully passed multiple licensing tests including FINRA Series 63 (State License), Series 7 (General Securities Representative) and the Series 24 (General Securities Principle). Investment banking is one of the most regulated industries in the World, so I am confident that my (20) year experience has all but carved my path in assuring constant compliance with the CCC. FINRA programs it's members to remain compliant with each

action and word. The transition from FINRA to reporting compliance with the CCC will be somewhat seamless for me. In addition, I have vast experience in retail sales and management.

Renee L. Houston

Manager Adams, MA

I am a licensed nurse in New York for over 20 years, experienced in multiple specialty areas including the ED at a hospital on Long Island. I've also worked at Detox/Rehab centers as a nurse and before that a Drug and Alcohol Counselor. I understand the utmost importance of compliance, maintaining the checks and accountability to insure the correct dosages, route and count of all medications (product).

I started by finding a neighborhood in the Berkshires that was lacking the services provided by dispensaries throughout the Commonwealth. I was blessed to find the Town of Adams, MA. The People of Adams and surrounding communities are incredible hardworking citizens that I am honored to have the opportunity to serve. Adams is a Town of roughly 8,500 residents and is just (15) minutes from the New York and Vermont borders.

I secured a lease at 127 Columbia St. Adams, MA 01220 on 12/1/2021 prior to approaching the Town to show my commitment to the Town of Adams. INDICA, LLC. has signed a (3) year lease with an option to extend an additional (5) years. This space has its own dedicated (20+ spot) parking with over-flow parking available during our operating hours adjacent to us at 131 Columbia St. Having large on-site parking

will mitigate traffic on Columbia St. while adding convenience to our customers.

127 Columbia St. Adams, MA 01220





Over-flow Parking 131 Columbia St. Adams, MA 01220



The store is strategically located on a main corridor connecting NY, MA and Vermont. There are over 20,000 vehicles that directly pass the location daily. This is also a busy truck route, and the bus stop is in front of the location. To reiterate, the location is just (15) minutes from New York and Vermont borders. We anticipate a substantial amount of revenues will be driven by out-of-state patrons.

I wanted to partner with the best companies in the industry to ensure seamless transactions for our customers while remaining compliant with the CCC.



METRC

Metrc is an abbreviation for ***Marijuana Enforcement, Tracking, Reporting, & Compliance*** and was founded by Jeff Wells. Metrc is the leading track and trace reporting platform for government agencies tasked with regulating Cannabis. Metrc was contracted by the Commonwealth in November of 2018, and has logged over 338 million events and over 30 million sales in MA since inception. All data can be found at WWW.MASSCANNABISCONTROL.COM.

Flowhub ♥ Massachusetts

Flowhub

The first partner that INDICA, LLC. secured is Flowhub. Flowhub is the first company to integrate with Metrc, and it will ensure us to remain compliant with the CCC. INDICA, LLC. has acquired (1) additional portable terminal to ensure seamless transactions and reporting to Metrc. Flowhub Software ensures CCC compliance. Flowhub software can Import packages, resolve discrepancies, and report daily sales to Metrc.



Flowhub ID Verification

Ensure IDs are valid with Greet®.

Ensure that all customers are shopping legally.

Quickly scan IDs, Verify age, Edit personal information, Upload documents, Flag any problematic customers, and manages the queue.

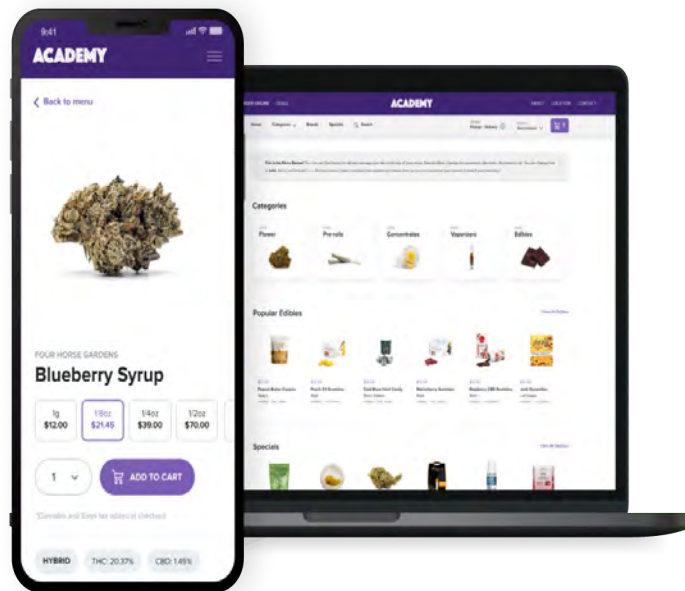
The database is consistent for all 50 States.



INDICA, LLC. has partnered with Dutchie for our e-commerce solutions.

Fully integrated e-commerce solutions. Provides a dynamic user-friendly and informative online experience for our customers.

Dutchie seamlessly integrates with our other partners to ensure CCC compliance.



P.O.S.— Point of Sale

INDICA, LLC. has partnered with Greenway payments to allow our patrons to make purchases with their debit card. We are proud to be able to offer the LOWEST convenience fee to patrons in the Commonwealth at \$2.95 by selecting Greenway. The company is adamant to not profit off these transactions to ensure the savings directly benefits our patrons.

Greenway seamlessly integrates with Flowhub which allows for POS & payment terminal communication which reduces discrepancies & the risk of human error. This is another compliance check.

We will also provide our patrons with an ATM inside of the ME.

Indica Product Categories

- ▶ Flower
- ▶ Flower Pre-Roll (Single & Pack)
- ▶ Edibles
- ▶ Chocolates, Gummies, Seltzer, Fruit Chews, Liquid Concentrates, Mints, Lozenges & other products as brought to market.
- ▶ Concentrates
- ▶ Wax, Shatter, Kief, Crumble, Hash, Oil & Rosin Cartridges & Tinctures
- ▶ CBD Accessories
- ▶ Books, apparel and Local Art

I had the incredible opportunity to attend NECANN 2022 Boston this month which helped solidify a plethora of relationships including wholesalers and service companies to the industry.

INDICA, LLC. will provide only premium cannabis products at the lowest price points in the Commonwealth. The Company has been in communication with a variety of wholesalers discussing product, pricing, terms and onboarding.

Some of our future partners include but are not limited to;

INSA



Berkshire Roots



Theory Wellness



MassGrow



Mayflower



Sira Naturals





Below are the average sales projections for the first three years of operations using monthly sales totals:

First Year: \$198,720 per month

12 transactions hour @ \$60 average sale

Projected year (1) revenues \$2,384,640

\$720 x 69 hours

Projected 3% tax receipts for Town of Adams: \$71,539.20

Second Year: \$231,840 per month

12 transactions hour @ \$70 average sale

Projected year (2) revenues \$2,782,080

\$840 x 69 hours

Projected 3% tax receipts for Town of Adams: \$83,462.40

Third Year: \$287,040 per month

13 transactions hour @ \$80 average sale

Projected Year (3) revenues \$3,444,480

\$1,040 x 69 hours

Projected 3% tax receipts for Town of Adams: \$103,334.40

The Company is very comfortable with the financial projections provided.



FY2023-FY2025 Forecast

Projected Profit & Loss

Projected Profit & Loss	FY2023	FY2024	FY2025
Revenue	\$2.4M	\$2.8M	\$3.4M
Product Sales	\$2.4M	\$2.8M	\$3.4M
Direct Costs	\$1.6M	\$1.8M	\$2.2M
Vendors	\$1.2M	\$1.4M	\$1.7M
Payroll	\$387,996	\$416,796	\$445,596
Gross Margin	\$804,324	\$974,244	\$1.3M
Gross Margin %	34%	35%	37%
Operating Expenses	\$181,601	\$204,765	\$239,866
Flow Hub	\$12,600	\$12,600	\$12,600
Rent	\$15,600	\$15,600	\$15,600
Business Insurance	\$6,000	\$6,000	\$6,000
Workers Comp Insurance	\$2,892	\$3,180	\$3,468
Ecommerce Dutchie	\$3,000	\$3,000	\$3,000
3% Town of Adams HCA	\$71,539	\$83,463	\$103,334
Phone & Utilities	\$4,800	\$4,800	\$4,800
Banking	\$12,000	\$12,000	\$12,000
Positive Impact Plan	\$15,000	\$19,992	\$24,996
Marketing	\$35,770	\$41,731	\$51,667
Security	\$2,400	\$2,400	\$2,400
Operating Income	\$622,723	\$769,479	\$1M
Income Taxes	\$0	\$0	\$0
Total Expenses	\$1.8M	\$2M	\$2.4M
Net Profit	\$622,723	\$769,479	\$1M
Net Profit %	26%	28%	30%



Restricting Access to age 21 and older

INDICA LLC. marijuana establishment (ME) operations will remain compliant with all regulations outlined in 935 CMR 500.000 (CCC Adult Use of Marijuana Regulations) including any other requirements or sub-regulatory guidance issued by the CCC, or regulatory agency.

1. We will have clear signage on the door that ONLY 21 years, or older are permitted entry with the possession of a valid ID.
2. We will have a video intercom for security to visually observe patron prior to allowing in the first security checkpoint.
3. Once buzzed thru front door by security the patron will have an immediate security point in the front vestibule where they will need to provide a valid ID. With our partners Flowhub we will scan the ID to verify if it is valid. This software can verify a driver's license in all 50 States of the United States. Security will also visually verify a match with patron and photo.

4. Flowhub software will allow us to flag any problem patron or include notes and documentation for future visits.
5. No Tolerance Policy. We will not tolerate any employee that does not follow our security protocols. This policy will be advised during onboarding and failure to follow protocol will result in immediate termination.
6. FAKE ID. Any fake ID's, or an ID that does not belong to the patron who presented it will be turned over to Adams PD.



Personnel policies including background checks

INDICA LLC., the Company shall implement the following Personnel Policies and Background Check policies:

1. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques.
2. The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
3. The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies.
4. It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;

5. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Record Retention and Financial Record Maintenance and Retention policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially.

6. The Company shall immediately dismiss any Marijuana Establishment agent who has:

A. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission.

B. Engaged in unsafe practices regarding operation of the Marijuana Establishment,

c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).

7. The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.

8. The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its Security Policy.

9. The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is

defined in 935 CMR 500.002),,, managers, and volunteers. All such individuals shall:

A. be 21 years of age or older;

B. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and

B. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

C. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

10. An application for registration of a marijuana establishment agent shall include:

A. the full name, date of birth, and address of the individual;

B. all aliases used previously or currently in use by the individual, including maiden name, if any;

C. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;

D. an attestation that the individual will not engage in the diversion of marijuana products;

11. An application for registration of a marijuana establishment agent shall include:

- A. the full name, date of birth, and address of the individual;
- B. all aliases used previously or currently in use by the individual, including maiden name, if any;
- C. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- D. an attestation that the individual will not engage in the diversion of marijuana products;
- E. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- F. background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), relating to any professional or occupational or fraudulent practices;
 - 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial

of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;

G. a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

H. any other information required by the Commission.

11. Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems ("DCJIS") pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information ("CORI") report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.

A. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

B. The Company's collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

A. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

B. The Company's collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

12. The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.

13. The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.

14. After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

15. The Company's agents shall always carry their registration card while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.

16. Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.p



Employee Qualifications and Training

INDICA, LLC. shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years

and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

A. Discussion concerning marijuana's effect on the human body. Training shall include:

1. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
2. The amount of time to feel impairment;
3. Visible signs of impairment; and
4. Recognizing the signs of impairment

B. Diversion prevention and prevention of sales to minors, including best practices;

C. Compliance with all tracking requirements; and

D. Acceptable forms of identification. Training shall include:

1. How to check identification;
2. Spotting false identification;

3. Provisions for confiscating fraudulent identifications; and

4. Common mistakes made in verification.

E. Other key state laws and rules affecting owners, managers, and employees, which shall include:

1. Local and state licensing and enforcement;

2. Incident and notification requirements;

3. Administrative and criminal liability;

4. License sanctions;

5. Waste disposal;

6. Health and safety standards;

7. Patrons prohibited from bringing marijuana onto licensed premises;

8. Permitted hours of sale;

9. Conduct of the Marijuana Establishment;

10. Permitting inspections by state and local licensing and enforcement authorities;

11. Licensee responsibilities for activities occurring within licensed premises;

12. Maintenance of records;
13. Privacy issues; and
14. Prohibited purchases and practices.

F. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

1. be 21 years of age or older;

not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

2. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.



Quality Control and Testing for Contaminants

Testing of Marijuana

INDICA, LLC. shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: Adult Use of Marijuana.

The Company is not proposing to cultivate or produce its own products. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of the Company's environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any

laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's Transportation Policy and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's Waste Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.

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

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

A. To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
5. Packaged in a secure area.

B. The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation,

production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;

2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:

- i. Maintaining adequate personal cleanliness; and
- ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect

against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;

11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable

waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;

13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent

with applicable requirements pursuant to 21 CFR 1.908(c).

C. The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.



Maintaining of Financial Records

INDICA, LLC. shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: Adult Use of Marijuana, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;

3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Consistent with the Company's Dispensing Policy, the Company shall implement the following policies for Recording Sales.

- A. The Company shall utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
- B. The Company may also utilize a sales recording module approved by the DOR.
- C. The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.

D. The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

- i. it shall immediately disclose the information to the Commission,
- ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.

D. The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

F. The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.

G. The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: Adult Use of Marijuana;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the "Financial Record Maintenance and Retention Policy".



Energy Compliance Plan

INDICA, LLC. will satisfy minimum energy efficiency and conservation standards as required by the Commission and in accordance with 935 CMR 500.105(15). INDICA, LLC. will strive to reduce energy demand, including by not limited to, the following:

- Use of natural lighting where feasible;
- Purchase and installation of LED lights
- Utilization of advanced and energy efficient HVAC systems;
- Insulated glazing;
- New building insulation, where feasible;
- New exterior doors; and consider opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be

placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. The project will be in compliance with the International Building Code's requirements for sustainable and energy conservation in construction. INDICA, LLC. will work closely with the utility company to create and execute an energy savings plan, including:

- Understanding of how we consume energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Solicit customized energy improvement recommendations from professionals and determine how and if such recommendations can be incorporated into our business plan;
- Identify cost incentives through utility energy programs and other energy efficiency programs offered pursuant to MGL c. 25 §21, such as Mass Save programs, or through municipal lighting plants, to explore financial incentives for energy efficiency and demand reduction measures.



Record Keeping Policy

Indica LLC. ("The Company") will implement the following Record Keeping Policy.

The Company shall keep these waste records for at least three years in compliance with 935 CMR 500.105(12).

Written operating procedures shall be maintained as required by 935 CMR 500.105(1) 935 CMR 500.105(9)

Inventory records as required by 935 CMR 500.105(8) 935 CMR 500.105(9)

Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9)

The Company shall maintain the following business records:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee in compliance with 935 CMR 500.105(9)

INDICA, LLC. shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - A. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - B. Documentation of verification of references;
 - C. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - D. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - E. Documentation of periodic performance evaluations;
 - F. A record of any disciplinary action taken; and
 - G. Notice of completed responsible vendor and eight (8) hour related duty training.
3. The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies.
4. It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
5. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Record Retention and Financial Record Maintenance and Retention policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially.
6. The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - A. Diverted marijuana, which shall be reported to law.

The Company's Personnel Records shall be available for inspection by the Commission, upon request. All records shall be maintained in accordance with

generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least (2)

years at the Company's expense, in a form and location acceptable to the Cannabis Control Commission.

Staffing Plan:

Executive Level

- CEO
- COO Management Level
- Security Manager
- Sales Manager Staff Level
- Maximum of 15 Staff Level Sales Representatives Consultants
- Up to (5) Security Officers
- Attorney/Accountant
- Director of Community Development

Diversity Plan

Intent

Indica LLC. is committed to creating a diverse workforce that does not discriminate based on race, color, religion, gender, national origin, age, disability (or perceived disability), pregnancy, genetic information, gender identity, sexual orientation, military or veteran status, ancestry, marital or familial status, or citizenship. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful Indica LLC will be in the Commonwealth of Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences, and cultures.

Purpose

Indica LLC. created this Diversity Plan to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

This Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

Indica LLC. is committed to providing equitable employment opportunity to all applicants and employees without regard to race, gender, national origin, age, sexual orientation, marital status, pregnancy, disability, genetic information, religion or any other non-merit factor.

Indica LLC. plans to hire and retain a diverse workforce that promotes and celebrates ALL the following individuals.

- People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
- Women;
- Veterans;
- Persons with disabilities; and
- LGBTQ+ individuals

Goal #1

Indica LLC. will give preference in the hiring of employees to those who meet the criteria of the listed groups of individuals to promote equity amongst them. Taking the modest size staff of (15-20), we expect to achieve the following diversity employment targets.

- 60% Women;
- 40% Minorities;
- 30% veterans;
- 10% Persons with disabilities; and
- 10% LGBTQ

Program

Indica LLC. shall post monthly advertisements in the local paper, The Berkshire Eagle <https://www.berkshireeagle.com/> stating that the establishment is specifically looking for

- Women;
- Minorities
- Veterans;
- Persons with disabilities; and
- LGBTQ+ individuals

Metrics

Indica LLC. will count the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.

Goal #2

Indica LLC. will source at least 50% of our contractors, suppliers and vendors from the populations who represent one or more of the populations identified as a Commission-approved areas of diversity:

- 10% women;
- 10% minorities;
- 10% veterans;
- 10% persons with disabilities; and
- 10% LGBTQ+

Program

Indica LLC. will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ individuals.

Metrics

Indica LLC. will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by the listed groups and will calculate the percentage of services and members of its supply chain who meet this requirement. Indica LLC will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the listed groups and give supplier contractor priority to these businesses.

Annually, 60 days prior to our License renewal, Indica LLC, will conduct a comprehensive written evaluation of the program outlined above. The purpose of the evaluation will be to measure the goals that are outlined in this Plan. This written evaluation will be available to the Commission for review during the License renewal process in accordance with ordinance 935 CMR 500.101(1).

Indica LLC. 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 that 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.

Indica LLC. will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws on any actions taken, or programs instituted by Indica LLC.