



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284607

Original Issued Date: 10/03/2022

Issued Date: 10/03/2022

Expiration Date: 10/03/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: New England Regional Dispensary

Phone Number: 413-464-1931 Email Address: chadcellana@gmail.com

Business Address 1: 34 Cross Road

Business Address 2:

Business City: Clarksburg

Business State: MA

Business Zip Code: 01247

Mailing Address 1: 65 Furnace St

Mailing Address 2:

Mailing City: North Adams

Mailing State: MA

Mailing Zip Code: 01247

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: 90

Percentage Of Control: 90

Role: Owner / Partner

Other Role:

First Name: Chad

Last Name: Cellana

Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10	Percentage Of Control: 10	
Role: Board Member	Other Role:	
First Name: John	Last Name: Cellana	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

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

Individual 1

First Name: Chad	Last Name: Cellana	Suffix:
Marijuana Establishment Name: New England Regional Dispensary, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Clarksburg	Marijuana Establishment State: MA	

Individual 2

First Name: John	Last Name: Cellana	Suffix:
Marijuana Establishment Name: New England Regional Dispensary, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Clarksburg	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 34 Cross Road	
Establishment Address 2:	
Establishment City: Clarksburg	Establishment Zip Code: 01247
Approximate square footage of the establishment: 12000	How many abutters does this property have?: 35
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
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Community Outreach Meeting Documentation	2022-04-26 NERD - COM Packet (Reduced Size).pdf	pdf	6267f0d24d83ec000a3655d1	04/26/2022
Certification of Host Community Agreement	2022-02-09 NERD - HCA Certification form.pdf	pdf	6267f161560e3c0008803685	04/26/2022
Plan to Remain Compliant with Local Zoning	2022-04-26 NERD - Plan to Remain Compliant (Retail).pdf	pdf	6267f276560e3c00088039aa	04/26/2022

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	2022-05-17 New England Regional Dispensary Inc. - Updated Positive Impact Plan.pdf	pdf	6283f63ceb816b00085da349	05/17/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager	Other Role:
First Name: Chad	Last Name: Cellana Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role: Other (specify)	Other Role: Member
First Name: John	Last Name: Cellana Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	CertGoodStanding.pdf	pdf	6267f3f94d83ec000a365f63	04/26/2022
Department of Revenue - Certificate of Good standing	DoR CoGS.pdf	pdf	6267f3fa4d83ec000a365f77	04/26/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-04-26 NERD - DUA Attestation.pdf	pdf	6267f44b4d83ec000a366015	04/26/2022
Articles of Organization	2022-02-09 NERD - Restated Certificate of	pdf	6267f481560e3c0008804212	04/26/2022

	Organization.pdf			
Bylaws	2022-04-26 NERD - Operating Agreement.pdf	pdf	6267f4f44d83ec000a366287	04/26/2022
Bylaws	2022-05-17 New England Regional Dispensary LLC - No DBA Addendum.pdf	pdf	6283f663eb816b00085da3cb	05/17/2022

No documents uploaded

Massachusetts Business Identification Number: 001399383

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	2022-04-26 NERD - Application Business Plan.pdf	pdf	6267f684560e3c0008804709	04/26/2022
Proposed Timeline	2022-04-26 NERD - Application Timeline.pdf	pdf	6267f6854d83ec000a36671f	04/26/2022
Plan for Liability Insurance	2022-05-18 New England Regional Dispensary, LLC - Updated Insurance Plan Letter.pdf	pdf	62855e0a3bea2b0008bfd70f	05/18/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	2022-04-26 New England Regional Dispensary - Plan for Obtaining Marijuana.pdf	pdf	6267f7dc560e3c00088048d3	04/26/2022
Restricting Access to age 21 and older	2022-04-26 New England Regional Dispensary - Restricting Access 21+.pdf	pdf	6267f842560e3c0008804930	04/26/2022
Prevention of diversion	NERD CCC Application- DIVERSION PREVENTION.pdf	pdf	6267f860560e3c00088049c2	04/26/2022
Storage of marijuana	NERD CCC Application- STORAGE.pdf	pdf	6267f866560e3c00088049d6	04/26/2022
Inventory procedures	2022-04-26 New England Regional Dispensary - Inventory Procedures.pdf	pdf	6267f8c94d83ec000a366aab	04/26/2022
Personnel policies including background checks	2022-04-26 New England Regional Dispensary - Personnel Policies Including Background Ch.pdf	pdf	6267f93f4d83ec000a366c81	04/26/2022
Diversity plan	2022-04-22 New England Regional Dispensary Inc. - Diversity Plan.pdf	pdf	6267f96e560e3c0008804e4f	04/26/2022
Qualifications and training	2022-04-26 New England Regional Dispensary - Qualifications and Training.pdf	pdf	6267f9c2560e3c000880507d	04/26/2022
Energy Compliance Plan	2022-04-22 New England Regional Dispensary Inc. - Energy Compliance Plan.pdf	pdf	6267fa09560e3c0008805109	04/26/2022
Transportation of marijuana	2022-05-18 New England Regional Dispensary, LLC - Transportation of Marijuana.pdf	pdf	62855e66eb816b00085f53c7	05/18/2022
Dispensing procedures	2022-05-18 New England Regional Dispensary, LLC - Dispensing Procedures.pdf	pdf	62855e673bea2b0008bfd7a7	05/18/2022

Maintaining of financial records	2022-05-18 New England Regional Dispensary, LLC - Maintaining of Financial Records.pdf	pdf	62855e683bea2b0008bfd7bb	05/18/2022
Quality control and testing	2022-05-18 New England Regional Dispensary, LLC - Quality Control and Testing.pdf	pdf	62855e693bea2b0008bfd7cf	05/18/2022
Record Keeping procedures	2022-05-18 New England Regional Dispensary, LLC - Recordkeeping Procedures.pdf	pdf	62855e693bea2b0008bfd7e3	05/18/2022
Security plan	2022-05-18 New England Regional Dispensary, LLC - Updated Security Plan.pdf	pdf	62855e6eeb816b00085f5407	05/18/2022

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

HOURS OF OPERATION

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

Saturday From: 7:00 AM Saturday To: 8:00 PM

Sunday From: 7:00 AM Sunday To: 8:00 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): 3/3/2022
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).



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: 2/11/2022
- b. Name of publication: The 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: 2/10/2022

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: 2/10/2022

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.



Name of applicant:

New England Regional Dispensary

Name of applicant's authorized representative:

Chad Cellaner

Signature of applicant's authorized representative:

Chad Cellaner



Date:

2/10/2022

To: Planning Board, Select
Board, Town Clerk

From: New England Regional
Dispensary

Subject: Community Outreach Meeting for a marijuana retail store

New England Regional Dispensary is writing this letter to inform the neighbors of 34 Cross Road as well as all Clarksburg townspeople, that there will be a Community Outreach Meeting on March 3 at 6:00PM at The Clarksburg Senior Center. This meeting will give all interested stakeholders a chance to ask questions and add any concerns.

Sincerely,

Chad
Cellana

New England Regional
Dispensary LLC

Date:

2/10/2022

To: Planning Board, Select
Board, Town Clerk

From: New England Regional
Dispensary

Subject: Community Outreach Meeting for a marijuana retail store

New England Regional Dispensary is writing this letter to inform the neighbors of 34 Cross Road as well as all Clarksburg townspeople, that there will be a Community Outreach Meeting on March 3 at 6:00PM at The Clarksburg Senior Center. This meeting will give all interested stakeholders a chance to ask questions and add any concerns.

Sincerely,

Chad
Cellana

New England Regional
Dispensary LLC

Owner_Name_1	Mailing_Address_Line_1	Mailing_City	Mailing_State	Mailing_Zip_Code
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		STAMFORD	VT	5352
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		ADAMS	MA	1220
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		NORTH ADAMS	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		NORTH ADAMS	MA	1247
		CLARKSBURG	MA	1247
		NORTH ADAMS	MA	1247
		NORTH ADAMS	MA	1247
		PITTSFIELD	MA	1201
		NORTH ADAMS	MA	1247
		CLARKSBURG	MA	1247
		NORTH ADAMS	MA	1247
		NORTH ADAMS	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247
		CLARKSBURG	MA	1247

300' Abutters

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:

New England Regional Dispensary

2. Name of applicant's authorized representative:

Chad Cellana

3. Signature of applicant's authorized representative:

Chad Cellana


4. Name of municipality:

Town of Clarksburg

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

CARL W. McKinney

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).*):

TOWNADMINISTRATOR@CLARKSBURGMA.GOV

8. Host community agreement execution date:

2-09-2022

New England Regional Dispensary, LLC

Plan to Remain Compliant with Local Zoning

Zoning By-Law Section 8.11; Clarksburg Planning Board for Special Permit for a Marijuana Retailer and Zoning District.

The New England Regional Dispensary, LLC, (“NERD”) proposed Licensed Marijuana Retailer meets the Town of Clarksburg’s definition of Marijuana Retailer in Clarksburg’s Zoning By-law. A Marijuana Retailer is defined as “an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell, or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.” New England Dispensary meets this definition.

A Licensed Marijuana Establishment is defined as “A marijuana cultivator, testing laboratory, marijuana product manufacturer, marijuana retailer, or any other type of licensed marijuana-related business” in the town of Clarksburg’s zoning bylaw. New England Dispensary meets this definition.

The proposed New England Dispensary is located at 34 Cross Road, Clarksburg, within the Industrial zoning district I-1. The subject site is located within the required zoning district allowed by the special permit granting authority from the Clarksburg Select Board which a special permit will be duly submitted, obtained, and maintained by New England Dispensary.

The time frame for New England Dispensary’s obtaining this special permit is as follows: Approximately thirty (30) days for the Applicant to prepare their application; approximately thirty (30) days for publishing and posting of public notice of the hearing date (application must be heard by the Planning Board within sixty-five (65) days in accordance with MGL 40A, §9). The first publication is not to be less than fourteen (14) days before the day of the hearing and by posting such notice in a conspicuous place in the Town Hall for a period of no less than fourteen (14) days of such hearing and by mailing it to “Parties in Interest” as provided in M.G.L. c. 40A, Section 11. (this includes the Planning Board and the Planning Board of every abutting municipality, the petitioner, abutters, owners of land directly opposite on any public or private street or way, and owners of land within three hundred feet of the property line, all as they appear on the most recent applicable tax list.) The Planning Board, within ten (10) days after receipt of the application for a Special Permit shall transmit the copies over to the designated agencies in the Town. Approximately thirty (30) days for the final decision (decision must be rendered within ninety (90) days by MGL 40A, S.9.); following the filing of final decision within ninety (90) days with the Planning Board, there is a statutory twenty (20) day appeal period. The total time frame is approximately 150 days.

All special permit granting criteria shall be met per special permit granting provisions for a Marijuana Retailer per the Clarksburg bylaw.

Positive Impact Plan

New England Regional Dispensary Inc (“NERD” or “the Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. NERD seeks to support the following three groups from those which the Cannabis Control Commission has identified with this plan specifically:

1. Past or present residents of the geographic areas of disproportionate impact (ADIs), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Massachusetts residents who have past drug convictions; and
3. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, NERD has created a Positive Impact Plan, summarized below, and has identified the Goal listed below, which shall be pursued by the Program outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as necessary.

Goal: Provide at least 5 Massachusetts residents per year who have past drug convictions, who have parents or spouses who have had drug convictions, or who are members of geographic ADIs (including the nearby ADI of North Adams) with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

Program: Host an annual record sealing workshop providing information and skills necessary to teach how criminal records can be sealed and which records may be sealed. The workshop will have capacity for at least 5 individuals. The workshop will also assist individuals through the sealing process with the courts or probation department. Specific sources utilized for advertising will include *The Berkshire Eagle*. The workshop will be held at NERD’s facility or another location to be determined by NERD management. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

Measurements: NERD will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

New England Regional Dispensary Inc.

Disclosures: NERD acknowledges 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.

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

NERD understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



William Francis Galvin
Secretary of the
Commonwealth

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

February 17, 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

NEW ENGLAND REGIONAL DISPENSARY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 15, 2020**.

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: **CHAD CELLANA**

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

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



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

7

TABLE 1



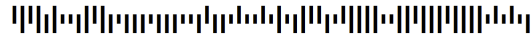
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0024823488
Notice Date: February 10, 2022
Case ID: 0-001-407-786



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEW ENGLAND REGIONAL DISPENSARY
34 CROSS RD
CLARKSBURG MA 01247-4614

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW ENGLAND REGIONAL DISPENSARY 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

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Chad Cellana, an

authorized representative of New England Regional Dispensary LLC certify that

New England Regional Dispensary LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

Cellana, Chad

Signature of Agent

Date 04 / 23 / 2022

Name: Chad Cellana

Title: Manager

Entity: New England Regional Dispensary LLC



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001399383

The date of filing of the original certificate of organization: 1/15/2020

1. The exact name of the limited liability company is: NEW ENGLAND REGIONAL DISPENSARY LLC
 and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 65 FURNACE STREET
 City or Town: NORTH ADAMS State: MA Zip: 01247 Country: USA

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

No. and Street: 65 FURNACE STREET
 City or Town: NORTH ADAMS State: MA Zip: 01247 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 FROM THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHAD CELLANA
 No. and Street: 65 FURNACE STREET
 City or Town: NORTH ADAMS State: MA Zip: 01247 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CHAD CELLANA	65 FURNACE STREET NORTH ADAMS, MA 01247 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	CHAD CELLANA	65 FURNACE STREET NORTH ADAMS, MA 01247 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	CHAD CELLANA	65 FURNACE STREET NORTH ADAMS, MA 01247 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

CORRECTING WEST ADAMS TO NORTH ADAMS IN ITEM 5

11. The restated certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of February, 2022,
CHAD CELLANA , Signature of Applicant.**

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:

February 09, 2022 01:43 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

AMENDED AND RESTATED OPERATING AGREEMENT

OF

NEW ENGLAND REGIONAL DISPENSARY LLC

(a Member-Managed Massachusetts Limited Liability Company)

Effective as of November 1, 2020

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

OPERATING AGREEMENT
OF
NEW ENGLAND REGIONAL DISPENSARY LLC

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “*Agreement*”) of NEW ENGLAND REGIONAL DISPENSARY LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “*Company*”), is entered into and made effective as of November 1, 2020 by and among the Company, Chad J. Cellana, a domiciliary of the Commonwealth of Massachusetts, John Cellana, a domiciliary of the Commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

This Agreement supersedes and replaces all prior agreements, written or oral, between each of its signatories, on any subject matter provided for in this Agreement or on any subject related to the governance of the Company or the rights, duties, powers and obligations of the Members of the Company to each other. Without limiting the generality of the foregoing, this Agreement supersedes and replaces, in its entirety, that certain Operating Agreement of the Company having an execution date of September 3rd, 2019, and that certain Operating Agreement of the Company having a proposed effective date of February 1, 2020.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on January 15, 2020;

WHEREAS, the Members and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

GENERAL

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be New England Regional Dispensary LLC.

Principal Office. The principal office of the Company shall be at 65 Furnace Street, North Adams MA or at such other place or places as the Members may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on January 15, 2020, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement, subject to the limitations set forth herein.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Special Provisions Relating to the Operation of a Cannabis-Related Business in Massachusetts. To the extent required under the laws of the Commonwealth of Massachusetts including, without limitation, the applicable rules and regulations of the Cannabis Control Commission, the Company shall have the stated and specific purpose of operating a lawful cannabis-related business. Other provisions of this Agreement notwithstanding, the Company shall have no power, nor any of its Members or Managers have the power, to cause the Company to do anything, or be organized in any fashion inconsistent with such applicable laws. No person may be a Member whose status as a Member or holder of any Units of the Company would cause the Company to be ineligible to receive a license to conduct a cannabis-related business in the Commonwealth of Massachusetts. The commission of any act by any Member tending to render the Company ineligible for a license to conduct a cannabis-related business in Massachusetts shall constitute sufficient independent grounds for the expulsion of that Member, without recourse and without the need for notice, from the

Company. All members shall cooperate with all licensing and regulatory requirements necessary for licensing approval and continued operation of the Company

MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority of the Management Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights; Required Vote. Each Member shall be entitled to vote his, her or its Units with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority of the Management Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority of the Management Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a "**Deadlock**"), the Deadlock shall be resolved as follows:

The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.

If after 30 days of mediation the matter still has not been decided, the Company shall be dissolved.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company ("**New Units**") without the affirmative vote, consent, or approval of a Majority of the Management Interest of the Members. Until there are more than two Members, such a decision shall require the unanimous consent of the Members. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Management Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the "**Preemptive Rights**");

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member's Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member's Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as

specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; *provided, however*, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; *provided, however*, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. The Members shall cause Schedule A to be updated as necessary from time to time.

Confidentiality. Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Member. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such

Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a Member of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member's duties or to a Member's own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Exceptions to Confidentiality Related to the Business of the Company. In the event that the Company enters into any line of business that is or may become subject of regulation that requires the public or private disclosure to any regulator or other entity of information that would otherwise constitute Confidential Information, including without limitation a requirement by the Massachusetts Department of Agriculture or the Cannabis Control Commission to disclose the material terms of otherwise-Confidential Information such as the material terms of this Agreement, such information shall not constitute Confidential Information to the limited extent of permitting the Members to disclose the minimum amount of otherwise-Confidential Information required under any such law or regulation.

Non-Solicitation. None of the Officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (v) if such employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

MANAGEMENT AND OFFICERS

Management. The business and affairs of the Company will be managed by the Members. The Members shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Members 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 and to perform

any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a vote of the Members as provided herein.

The initial Members of the Company shall be Chad Cellana and John Cellana. A Member may be removed only for cause. The Members may style themselves or hold themselves out to the general public as a "Member" or other customary and usual terms denoting the authority to act on behalf of the Company.

Where the Members designate one or several of themselves as Managers, such designation shall be by their unanimous consent, and shall confer only those powers permitted by the Act, which the Members may limit or expand at their discretion.

Specific Rights and Powers of the Board. The Company shall have a Board of Directors initially comprised of the initial Members of the Company. The Board may make any decisions on behalf of the Company, or delegate such powers to those Members comprising the Board at their discretion. Decisions among Members of the Board, where the Board has an even number of Members, shall be subject to the deadlock provisions regarding mediation and other resolution provided as to ordinary decisions of the Members. Any decision that the Manager makes shall be deemed made by the Board except where the Board expressly prohibits or overrides an action of the Manager.

Without limiting the generality of this Section, the Board shall have the power and authority on behalf of the Company to do the following, except where such act would constitute an act requiring a vote as provided elsewhere herein:

Execute any and all documents or instruments of any kind that the Member deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Member may determine to be necessary or desirable in its absolute discretion, except that any such debt in excess of \$1,000 shall require the unanimous consent of the Members;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as

the Member shall deem necessary or desirable in the Member's absolute discretion, including insurance policies insuring the Member against liability arising as a result of any action he or she may take or fail to take in his capacity as Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon a general manager or to Officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Member shall deem necessary or desirable in the Member's absolute discretion in order to carry out the purposes and business of the Company.

Determining the Board; Procedures for Board Elections. The Board may expand or reduce its number at any time by the unanimous decision of the Board Members (except, where being reduced, the asset of a Board Member being removed by such a reduction is not required unless that Board Member is one of the initial Members of the Company, in which case the Initial Members shall act in unanimity). The Board may create additional Board Member seats without the specific appointment of such a Board Member. The addition or removal of a Board Member shall not affect a Members' status *qua* a Member, I.e., the removal of a Board Member from the Board shall not constitute the expulsion of that Member from the Company.

Actions Requiring a Vote. Any elective purchase by the Company, or the creation of new indebtedness, in excess of \$10,000 in a single transaction or series of related transactions shall require the Manager to deliver written notice of such transaction to the Members, who may vote upon such transaction at their discretion.

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members by their unanimous decision. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisers regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Chad Cellana.

Officers. The Members may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Members without the prior consent of such Members as are required to approve such actions. The Company shall have a Manager who is also a Member, who shall have all the powers of a Manager under the Act and as provided for in this Agreement. The initial Manager of the Company shall be Member Chad Cellana, who may not be removed without his consent.

Checks, Notes, Etc. The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on Schedule A to this Agreement. No allocation of Units in the Company shall be based in part or in whole upon Initial Capital Contributions. Nothing in this Agreement shall prevent any Member from claiming their Initial Capital Contributions as business-related expenses for tax purposes. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans made to

the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; provided, however, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

ALLOCATION OF PROFITS AND LOSSES

Allocation of Profits and Losses. Except as otherwise expressly provided in this

Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; provided, however, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

DISTRIBUTIONS

Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a "***Tax Distribution.***"

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items

entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. The Company may elect to secure the written opinion of competent tax counsel that such distributions would not materially impair the ability of the Company to meet its tax obligations, including obligations created under Internal Revenue Code §280E. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, “**Transfer**”) all or any portion of such Member’s Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

Members’ Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a “**Selling Member**”), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the “**Terms**”). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the “**For Sale Units**”) and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the “**Notice Period**”) to exercise its right of first refusal hereunder to redeem the For Sale Units at the lesser of (xi) the price or value as may be set forth in the Terms or (xii) the Agreed Value, with the terms of such consideration to be paid for the Units to be in the manner as stated herein, by notifying the Selling Member in writing of its intention to exercise its first refusal right.

Notwithstanding anything herein to the contrary, in the event of the purchase by a Member of another Member's Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member's Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

DISSOLUTION AND TERMINATION

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 30 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the

Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

dispose of any outstanding cannabis inventories in a fashion consistent with applicable law;

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

Return of Contribution Nonrecourse to Other Members. Except as provided by law or

as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

EXCULPATION AND INDEMNIFICATION

Exculpation of Covered Persons.

Covered Persons. As used herein, the term "***Covered Person***" shall mean (i) each Member, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

MISCELLANEOUS PROVISIONS

Notices. All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to

promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

Waiver of Action for Partition. No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

Amendment. This Agreement may be altered or amended only by the unanimous consent of the Members.

Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without

regard to its rules on conflicts of laws, and specifically the Act.

No Prior Operating Agreements. This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however*, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.


Counterparts. This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

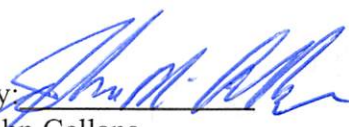
[Signature Page Follows]

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

COMPANY:

**NEW ENGLAND REGIONAL
DISPENSARY LLC**

By: 
Chad Cellana
Member and Manager

By: 
John Cellana
Member

SCHEDULE A
OPERATING AGREEMENT
OF
NEW ENGLAND REGIONAL DISPENSARY LLC

CAPITALIZATION TABLE

Name	Capital Contribution	Units	% Management Interest	% Economic Interest
Chad Cellana Now or formerly of: 65 Furnace St. North Adams MA 01247	\$-, in addition to labor	90,000	90	90
John Cellana Now or formerly of: 85 Horrigan Rd. Clarksburg, MA 02147	Execution as Landlord under that certain AGRICULTURAL LAND LEASE WITH SPECIAL COVENANTS FOR THE CULTIVATION OF CANNABIS; Labor and improvements onto Company's leased premises having a value of approximately 10% of the Company's outstanding Units	10,000	10	10

SCHEDULE B
OPERATING AGREEMENT
OF
NEW ENGLAND DISPENSARY LLC

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

“Act” means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq.*, and any successor statute, as it may be amended from time to time.

“Affiliate” shall mean any other Person that directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

“Agreed Value” means the fair market value of any Units at issue, as mutually agreed to by the parties selling and purchasing Units, or in the absence of such mutual agreement, determined in the following manner:

Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include discounts for illiquidity or lack of control but shall not include any premium for control.

“Available Cash” means the cash held by or immediately available to, the Company less such reserves for capital expenditures or other liabilities or other purposes as the Members, in their sole discretion, may determine.

“Bankruptcy” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets, (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due, (c) the making by such Member of a general assignment for the benefit of such Member’s creditors, (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“Capital Account” as of any given date shall mean the amount set forth on **Schedule A** as adjusted.

“Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

“Certificate of Organization” shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on January 15, 2020, as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“Company Property” means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

“Decedent” shall mean an individual Member who has died.

“Entity” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

“Family”, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

“Losses” shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Majority in Interest” of Members shall mean one or more Members whose combined Percentage Interests of a given class of Units exceed fifty percent (50%) of all Percentage Interests of Units owned by all Members of the same class of Units. The Company shall initially have one class of Units, with additional classes created or removed only in accordance with the procedures provided herein for the issuance of new Units.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member pursuant to the terms and conditions of this Agreement.

"Percentage Interest" of Units or of Members shall mean the number of Units of a given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

"Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

"Profits" shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

"Tax Items" means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

"Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

"Unit" shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company.

New England Regional Dispensary LLC

No Doing-Business-As Registration for “NERD”

The phrase “NERD” as used in this application is an abbreviation of the applicant’s entity name and is used solely for convenience. Business shall take place under the New England Regional Dispensary LLC name and New England Regional Dispensary LLC shall seek the Commission’s approval prior to effectuating any Change in Name.

As a d/b/a is not required to refer to a business name with an abbreviation, no d/b/a certificate has been provided at this time.

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Section I. Executive Summary

Company Description:

New England Regional Dispensary (NERD) is a high- end Adult-Use cannabis retail company Our mission is to maintain a high standard of quality and integrity while adapting to the ever-changing cannabis market.

Products and Services:

We will sell Adult use cannabis. This product will be sold to any customers with valid 21+ ID. Customers will have the option of purchasing many varieties of marijuana and marijuana products.

Marketing Plan:

New England Regional Dispensary will contact wholesalers through personal connections in the industry developed over 4 years of cannabis production in the state of Massachusetts. There will be a marketing director along with all other senior management with the responsibility of community outreach. We truly plan on giving back to the community and state while getting our name and brand out to the public through positive outreach and philanthropy.

Marketing for the cannabis industry creates a unique set of challenges. It is our responsibility to educate our consumer through public outreach events and educational seminars on product uses and cultivation techniques. We will market a gratifying shopping experience that creates a return customer.

Operational Plan:

Sales

Store hours will be from 10AM-8PM Sunday-Saturday. We will source our product from the number of Adult use cannabis wholesalers within Massachusetts. We will sell marijuana and marijuana products.

Management and Organization

The company will be owned and operated by Chad Cellana CEO. Executing leadership will be made up of CEO, COO, and CFO. These members will oversee a team of directors and managers who will be tasked with daily operations of the production and distribution of marijuana and marijuana products.

Section II. Company Description

1. Mission Statement

- a. NERD is a retail provider of high-end adult use marijuana and marijuana products. Through our unique setup and original style, we will shape the cannabis industry.

2. Philosophy and Vision

3. Community	4. Integrity
5. Innovation	6. Philanthropy

7. Our vision for NERD is to set up a model of retail that is convenient and less expensive to run compared to the competition.

8. Goals and Milestones

i. Short term goals

1. Get Provisional License
2. Set up a management structure
3. Remodel existing building
4. Get Final License
5. Procure product
6. Commence Sales

9. Target Market

- a. Our target market is made up of all 21+ persons in Massachusetts.

10. Industry

- a. The industry is brand new. Adult-Use marijuana has been legal since 2018, there is a lot of space to occupy in the wholesale market due to more demand than supply can keep up with.

11. Legal Structure/Ownership

- a. New England Regional Dispensaries will be owned and operated as a LLC

Section III. Productions and Services

Product/ Service Idea	Retail Sales
Special Benefits	We sell marijuana and marijuana products
Unique Features	Located in an area with few competitors

Limits and Liabilities	Markets price may vary

Section IV. Marketing plan

1. Market Research
 - a. Primary: The Adult-Use market has only just emerged in the state of Massachusetts.
 - b. Secondary: There is much room for growth in the new markets
2. Barriers to Entry
 - a. High startup cost
 - b. Brand recognition challenges
 - c. Public opinion
3. Threats and Opportunities
 - a. Threats
 - i. Competition
 - ii. Supply goes up which drives price down
 - b. Opportunities
 - i. Federal legalization
 - ii. Inexperienced competition
4. SWOT analysis

Helpful
to achieving the objective

Harmful
to achieving the objective

Internal origin
(attributes of the
system)

Strengths

1. Cultivation and production professionals
2. Industry knowledge
3. Key members have been involved in 2 successful startup cannabis companies

Weaknesses

1. Finance /accountant
2. Legal
3. Branding

External origin
(attributes of the environment)

Opportunities

1. Young Market/ Timing
2. Scalable
3. Profitable
4. Create jobs
5. Give back to community
6. Educate people
7. Treat people's ailments

Threats

1. Opposition to cannabis
2. Cost Barrier to entry
3. Potential depreciation if market floods.
4. Federally not Legal
5. Government regulations

SWOT Summary Our greatest strength as a company is the team that is its driving force.

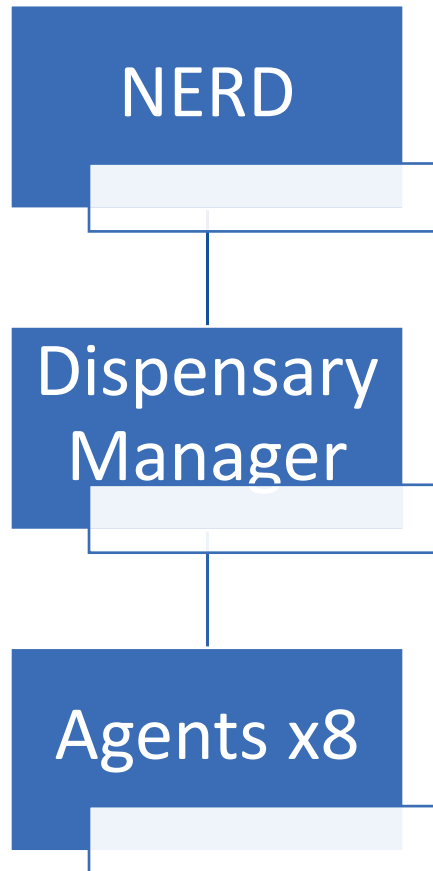
5. Product Features/Benefits
 - a. Top-of-the-line Adult-Use marijuana and marijuana products
6. Target customer
 - a. Any persons 21+ with valid ID
7. Positioning/Niche
 - a. Our location is going to drive sales along with our experience management team
8. Location
 - a. 34 Cross Rd Clarksburg, MA

Section V. Operational Plan

1. We plan to purchase marijuana and marijuana products from licensed wholesalers in MA with the intent to resell the good to the customer at our licensed premises in Clarksburg MA. The existing structure is about 1000 square feet and we will renovate the interior to have all the necessary equipment for security; such as cameras, "man-trap", a secure vault and sales floor. The sales floor will have 3-4 point of sales areas.
 - a. Product will regularly move from the vault to the sales floor during times of operation but will reside in the vault when the business is closed.
2. Quality Control
 - a. Inventory will be tracked with daily, weekly, and monthly audits. Product only moves between the vault and sales floor until sold to the customer.
 - b. Diligence in standardizing quality and customer service
3. Legal Environment (CCC)
 - a. The Cannabis industry is regulated by the Cannabis Control Commission (CCC) and local government.
 - b. NERD plans on working with local legal counsel to ensure regulatory standards.
4. Personnel
 - a. All applicants must pass background screening
 - i. Dispensary Manager
 - ii. Dispensary Agents

- b. NERD plans to use local independent contractors for all our facility's needs; electrical, plumbing, janitorial, ect.

Section VI. Management and Organization



5-18-22

To Whom It May Concern,

My name is Bill Perrier and I am a licensed insurance agent for Charles River Insurance Brokerage in Framingham, MA. I am part of a team of insurance professionals that research cannabis insurance solutions and provide insurance coverage for retail dispensaries, cultivation centers, manufactures, wholesalers, transporters, CBD companies and adult use home delivery businesses.

I have spoken with Chad Cellana of New England Regional Dispensary, LLC regarding his retail cannabis operation and his insurance policy will include general and product liability each with \$1,000,000 occurrence/\$2,000,000 aggregate and a deductible no larger than \$5,000.

Respectfully,

Bill Perrier
Sales Executive
Charles River Insurance Brokerage
508-740-3082
bperrier@charlesriverinsurance.com
www.charlesriverinsurance.com

RESTRICTING ACCESS TO AGE 21 OR OLDER

New England Regional Dispensary LLC (“the Company”) is a Marijuana Establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. Pursuant to 935 CMR 500.050(5), the Company will only allow consumers to enter the Marijuana Retail Establishment that are 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.
3. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

New England Regional Dispensary LLC (“New England Regional Dispensary” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. New England Regional Dispensary shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(1)(c). and 935 CMR 500.101(1)(b), New England Regional Dispensary is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that New England Regional Dispensary determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. New England Regional Dispensary strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, New England Regional Dispensary has and follows a set of detailed written operating procedures for each location. New England Regional Dispensary has developed and will follow a set of such operating procedures for each facility. New England Regional Dispensary’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000:*Adult Use of Marijuana*.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold
- (f) Price lists for Marijuana and Marijuana Products and any other available products, and alternate price list patients with documented Verification Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
- (g) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (h) Plans for quality control, including product testing for contaminants in compliance

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with 935 CMR 500.160;

(i) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

(j) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(k) Alcohol, smoke, and drug-free workplace policies;

(l) A plan describing how confidential information will be maintained;

(m) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(n) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual.

This requirement may be fulfilled by placing this information on the Marijuana Establishment's website, in compliance with 935 CMR 500.105(1)(n).

(o) 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).

(p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(q) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

(r) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, *et seq.*, including the general duty clause under 29 U.S.C. § 654, whereby:

Each employer (a) shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; (b) shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all

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rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, *et seq.*, which are applicable to the employee's own actions and conduct.

This is applicable to all places of employment covered by 935 CMR 500.00: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.105(2), all of New England Regional Dispensary's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. New England Regional Dispensary shall maintain records of responsible vendor training compliance at its principle place of business, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; key state and local laws; and such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program..

All employees of New England Regional Dispensary will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by New England Regional Dispensary and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the New England Regional Dispensary. Basic on-the-job training New England Regional Dispensary provides in the ordinary course of business may be counted toward the eight-hour total training requirement
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
5. New England Regional Dispensary shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and New England Regional Dispensary shall make such records available for inspection on request.

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, New England Regional Dispensary's personnel records will be

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available for inspection by the Commission, upon request. New England Regional Dispensary's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following New England Regional Dispensary 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 of New England Regional Dispensary's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with New England Regional Dispensary and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including, at minimum, the following:
 - a. Code of ethics;
 - b. Whistle-blower policy; and
 - c.
5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00:*Criminal Offender Record Information (CORI)*..

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. New England Regional Dispensary understands that in the event that New England Regional Dispensary were to close, all records will be kept for at least two years at the expense of New England Regional Dispensary.

DIVERSITY PLAN

New England Regional Dispensary Inc (“NERD” or “the Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make NERD a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

NERD’s commitment to diversity is reflected in the following Goals, which shall be pursued through the programs outlined herein, and the progress of which shall be judged by the Measurements and Metrics as stated below. These goals shall be adjusted as necessary to create a sustainable plan to promote equity in the Massachusetts cannabis industry.

Goal One:

Achieve at least the following goals for our staffing needs from individuals from the following groups:

Veterans - 15%

People with Disabilities - 15%

LGBTQ+ individuals - 15%

Women - 15%

People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people - 15%

Programs to Achieve Diversity Goal One:

Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups listed in Goal One, through both in-house hiring initiatives and annual advertisements in *The Berkshire Eagle* and other job advertising locations to be identified by NERD management, at least once per year and as frequently as staffing needs dictate.

Measurements and Metrics for Diversity Goal One:

NERD shall evaluate its personnel files on a semi-annual basis to determine how many employees are members of the groups listed in Goal One occupy positions within the company and that number shall be divided by the Company’s total staffing at its facility to determine the percentage achieved.

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Goal Two:

Enhance workforce diversity by contracting with diverse businesses. NERD shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

- Minority Business Enterprise - 5%
- Women Business Enterprise - 5%
- Veteran Business Enterprise - 5%
- LGBT Business Enterprise - 5%
- Disability-Owned Business Enterprise - 5%

Programs to Achieve Diversity Goal Two:

NERD will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

NERD will seek to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity ("DBE") category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

Metrics and Measurements for Diversity Goal Two:

NERD shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

Our goals are objectively reasonable.

NERD's staffing goals at our Establishment are objectively reasonable because of the local demographics and our ability to advertise job positions in *The Berkshire Eagle*. NERD acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter). NERD 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 Marijuana Establishments. NERD acknowledges 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.

QUALIFICATIONS AND TRAINING

New England Regional Dispensary LLC (“New England Regional Dispensary” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with New England Regional Dispensary. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b), all current owners, managers and employees of New England Regional Dispensary that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. New England Regional Dispensary shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of New England Regional Dispensary’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All New England Regional Dispensary employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of New England Regional Dispensary shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. New England Regional Dispensary shall retain all training records for four (4) years as required by 935 CMR 500.105(s). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

ENERGY COMPLIANCE PLAN

New England Regional Dispensary LLC (“New England Regional Dispensary” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, New England Regional Dispensary will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

New England Regional Dispensary will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

New England Regional Dispensary acknowledges that if a Provisional License is issued, New England Regional Dispensary, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

New England Regional Dispensary will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). New England

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Regional Dispensary will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for New England Regional Dispensary to optimize its energy usage.

New England Regional Dispensary is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

New England Regional Dispensary will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

New England Regional Dispensary will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

MAINTAINING OF FINANCIAL RECORDS

New England Regional Dispensary, LLC (“NERD” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, NERD will implement the following policies for Recording Sales:

- (a) NERD will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) NERD may also utilize a sales recording module approved by the DOR.
- (c) NERD will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) NERD will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. NERD will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If NERD 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 will immediately disclose the information to the Commission;
 - ii. it will 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.
- (e) NERD will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) NERD will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) NERD will 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 500.140(5).

Following the closure of NERD, all records will be kept for at least two years, at NERD’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). NERD shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5).

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, New England Regional Dispensary, LLC (“NERD” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

NERD shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by NERD for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to NERD by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). NERD shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

NERD’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All NERD staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. NERD will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

NERD’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All NERD staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All NERD staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana

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products will be processed in a secure access area of NERD. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9).

In accordance with 935 CMR 500.105(3)(a), NERD will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

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, and bacterial diseases;
4. Prepared and handled on food -grade stainless steel tables; and
5. Packaged in a secure area

NERD management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow NERD procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

Pursuant to 935 CMR 500.105(11)(a)-(e), NERD shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. NERD will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. NERD storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The NERD storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

NERD will ensure all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

All testing results will be maintained by NERD for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

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NERD shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

NERD shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).

RECORD KEEPING PROCEDURES

New England Regional Dispensary, LLC (“NERD” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). NERD shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with NERD, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). NERD shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

BUSINESS RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

VISITOR LOG

NERD will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for

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inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

NERD will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. NERD will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

NERD will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. NERD will maintain records of all manifests.

INCIDENT REPORTS

NERD will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

NERD shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective

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action taken, and confirmation that the appropriate law enforcement authorities were notified. NERD shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that NERD operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). NERD shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

NERD will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to NERD's security system, NERD will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

NERD will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at NERD's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).