



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285090
Original Issued Date: 05/16/2024
Issued Date: 05/16/2024
Expiration Date: 05/16/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Chill & Bliss II, LLC

Phone Number: 781-424-4556
Email Address: kimwall0077@gmail.com

Business Address 1: 800 Hingham Street	Business Address 2: Unit 5	
Business City: Rockland	Business State: MA	Business Zip Code: 02370
Mailing Address 1: 800 Hingham Street	Mailing Address 2: Unit 5	
Mailing City: Rockland	Mailing State: MA	Mailing Zip Code: 02370

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100	Percentage Of Control: 100	
Role: Owner / Partner	Other Role:	
First Name: Kimberly	Last Name: Wall	Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: WallCare LLC

Entity DBA:

DBA City: Rockland

Entity Description: Parent company to licensee.

Foreign Subsidiary Narrative:

Entity Phone: 781-424-4556

Entity Email: kimwall0077@gmail.com

Entity Website:

Entity Address 1: 800 Hingham Street

Entity Address 2: Unit 5

Entity City: Rockland

Entity State: MA

Entity Zip Code: 02370

Entity Mailing Address 1: 800 Hingham Street

Entity Mailing Address 2: Unit 5

Entity Mailing City: Rockland

Entity Mailing State: MA

Entity Mailing Zip Code: 02370

Relationship Description: Parent company to License

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: Kimberly

Last Name: Wall

Suffix:

Marijuana Establishment Name: Chill & Bliss, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Whitman

Marijuana Establishment State: MA

Individual 2

First Name: Kimberly

Last Name: Wall

Suffix:

Marijuana Establishment Name: Crafted Cannabis LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Whitman

Marijuana Establishment State: MA

Individual 3

First Name: Kimberly

Last Name: Wall

Suffix:

Marijuana Establishment Name: Fusion Drop LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Whitman

Marijuana Establishment State:

MA

Individual 4

First Name: Kimberly

Last Name: Wall

Suffix:

Marijuana Establishment Name: SoulFlower Express LLC

Business Type: Other

Marijuana Establishment City: Whitman

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 503 Quincy Avenue

Establishment Address 2:

Establishment City: Quincy

Establishment Zip Code: 02169

Approximate square footage of the establishment: 2300

How many abutters does this property have?: 25

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Quincy - HCA.pdf	pdf	65663256bc2d09000878961b	11/28/2023
Community Outreach Meeting Documentation	Quincy - Host Community Agreement Certification Form.pdf	pdf	656632b8a12609000892dc84	11/28/2023
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation.pdf	pdf	6566383fa12609000892ee04	11/28/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	65663bb4bc2d09000878b2c7	11/28/2023
Community Outreach Meeting Documentation	Community Outreach meeting - in prson.pdf	pdf	6571e2914a8d510008a1eb26	12/07/2023
Community Outreach Meeting Documentation	Abutters List.pdf	pdf	657340874a8d510008a325e2	12/08/2023
Community Outreach Meeting Documentation	Chill & Bliss II LLC - Community Outreach Notice.pdf	pdf	657340983ba7850007634181	12/08/2023
Community Outreach Meeting Documentation	Attachment B Notice - Clerk.pdf	pdf	65947c2cfa86d00008c7c446	01/02/2024
Community Outreach Meeting Documentation	Attachment B - Notice - Mayor's Office.pdf	pdf	65947c3ffa86d00008c7c482	01/02/2024
Community Outreach Meeting Documentation	Patriot Ledger - Notice.pdf	pdf	65947d570f1a250008a5fcd7	01/02/2024
Community Outreach Meeting Documentation	Abuters Certified Notification.pdf	pdf	65947da30f1a250008a5fd4c	01/02/2024

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	65663c9fa12609000892f481	11/28/2023

ADDITIONAL INFORMATION NOTIFICATION

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Chill & Bliss II, LLC - Storage of Marijuana.pdf	pdf	656643afbcb2d09000878c4ea	11/28/2023
Inventory procedures	Chil & Bliss II, LLC - Inventory Procedures.pdf	pdf	65664659bc2d09000878c933	11/28/2023
Qualifications and training	Chill & Bliss II, LLC - Qualifications and Training.pdf	pdf	65664687bc2d09000878c954	11/28/2023
Energy Compliance Plan	Chill & Bliss II, LLC - Energy Compliance Plan.pdf	pdf	65664ac2bc2d09000878ce6e	11/28/2023
Prevention of diversion	Chill & Bliss II, LLC - Prevention of Diversion.pdf	pdf	65664be3a126090008930ffa	11/28/2023
Plan for obtaining marijuana or marijuana products	Chill & Bliss II, LLC - Plan for Obtaining Marijuana.pdf	pdf	65664c91a126090008931110	11/28/2023
Security plan	Chill & Bliss II, LLC - Security Plan.pdf	pdf	65664cd1a12609000893117e	11/28/2023
Transportation of marijuana	Chill & Bliss II, LLC - Transportation of Marijuana.pdf	pdf	65664cf5a1260900089311e8	11/28/2023
Quality control and testing	Chill & Bliss II, LLC - Quality Control and Testing.pdf	pdf	65664d26bc2d09000878d10f	11/28/2023
Personnel policies including background checks	Chill & Bliss II, LLC - Personnel Policies Including Background Checks.pdf	pdf	65664d95bc2d09000878d299	11/28/2023
Dispensing procedures	Chill & Bliss II LLC - Dispensing Procedures.pdf	pdf	65664e51a126090008931579	11/28/2023
Maintaining of financial records	Chill & Bliss II, LLC - Maintaining of Financial Records.pdf	pdf	6566566ba1260900089326dd	11/28/2023
Restricting Access to age 21 and older	Chill & Bliss II, LLC - Prevention of Diversion.pdf	pdf	65665694bc2d09000878e74b	11/28/2023
Diversity plan	Chill & Bliss II, LLC - Diversity Plan.pdf	pdf	65674ebea12609000893b2bc	11/29/2023
Restricting Access to age 21 and older	Chill & Bliss II, LLC - Restricting Access to Age 21 and Older.pdf	pdf	65721ea04a8d510008a268a8	12/07/2023
Record Keeping procedures	Chill & Bliss II, LLC - Recordkeeping Procedures.pdf	pdf	65721f3a4a8d510008a26ad7	12/07/2023
Inventory procedures	Advertising logo Attestation.pdf	pdf	657221004a8d510008a26ff9	12/07/2023

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 - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

HOST COMMUNITY AGREEMENT
FOR THE SITING OF A
MARIJUANA ESTABLISHMENT

This Host Community Agreement (the “**Agreement**”) is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 24 day of July, 2023 by and between Chill & Bliss II, LLC a Massachusetts limited liability company with a principal office address of 800 Hingham Street, Rockland, MA 02370 (the “**Operator**”) and the City of Quincy, a Massachusetts municipal corporation with a principal address of 1305 Hancock St., Quincy, Massachusetts 02169 (the “**City**”).

WHEREAS, on November 8, 2016, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, An Act for The Regulation and Taxation of Marijuana; and

WHEREAS, Massachusetts, acting through the Cannabis Control Commission (the “**Commission**” or the “**CCC**”) has implemented regulatory framework for the implementation of the Act and the regulation of the adult use of marijuana in 935 CMR 500.000 *et. seq.* (the “**Regulations**”); and

WHEREAS, Operator wishes to locate and operate a Marijuana Retailer (as each is defined in the Regulations) (the “**Facility**”) at 503 Quincy Ave., Quincy, MA 02169 (the “**Property**”) in accordance with the Regulations; and

WHEREAS, Operator will satisfy the purpose and intent of the voters and the Act, by operating a Marijuana Establishment that provides marijuana and marijuana products for adult use to the citizens of the City; and

WHEREAS, Massachusetts General Laws chapter 94G, § 3(d) states “(d)(1) A marijuana establishment or a medical marijuana treatment center seeking a new license or renewal of a license to operate or continue to operate in a municipality that permits such operation shall negotiate and execute a host community agreement with that host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community, which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or medical marijuana treatment center. (2)(i) Notwithstanding any general or special law to the contrary, a host community agreement may include a community impact fee for the host community; provided, however, that no host community agreement shall include a community impact fee after the eighth year of operation of a marijuana establishment or a medical marijuana treatment center. The community impact fee shall: (A) be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center, as documented pursuant to subparagraph (iii); (B) amount to not more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center; (C) not be effective after the marijuana establishment or medical marijuana treatment center's eighth year of operation; (D) commence on the date the marijuana establishment or medical marijuana treatment center is granted a final license by the commission; and (E) not mandate a certain

percentage of total or gross sales as the community impact fee. (ii) Notwithstanding any general or special law to the contrary, the community impact fee shall encompass all payments and obligations between the host community and the marijuana establishment or a medical marijuana treatment center. The community impact fee shall not include any additional payments or obligations, including, but not limited to, monetary payments, in-kind contributions and charitable contributions by the marijuana establishment or medical marijuana treatment center to the host community or any other organization. Payment of the community impact fee shall be due annually to the host community, with the first payment occurring not sooner than upon the first annual renewal by the commission of a final license to operate the marijuana establishment or medical marijuana treatment center. Any other contractual financial obligation that is explicitly or implicitly a factor considered in, or is a condition of a host community agreement, shall not be enforceable. Nothing in this section shall preclude a marijuana establishment or a medical marijuana treatment center from voluntarily providing organizations with monetary payments, in-kind contributions and charitable contributions after the execution of the host community agreement; provided, however, that a host community agreement shall not include a promise to make a future monetary payment, in-kind contribution or charitable contribution. (iii) Any cost imposed upon a host community by the operation of a marijuana establishment or medical marijuana treatment center shall be documented by the host community and transmitted to the licensee not later than 1 month after the date of the annual renewal of a final license to operate the marijuana establishment or medical marijuana treatment center and shall be a public record as defined by clause Twenty-sixth of section 7 of chapter 4 and chapter 66. If a licensee believes the information documented and transmitted by a host community is not reasonably related to the actual costs imposed upon the host community in the preceding year by the operation of the marijuana establishment or medical marijuana treatment center, the licensee may bring a breach of contract action against the host community and recover damages, attorneys' fees and other costs encompassed in the community impact fee that are not reasonably related to the actual costs imposed upon the city or City. (3) The commission shall review and approve each host community agreement as part of a completed marijuana establishment or medical marijuana treatment center license application and at each license renewal. If the commission determines that a host community agreement is not in compliance with this section, the commission shall provide written notice of any deficiencies and may request additional information from the prospective licensee and host community. The commission shall not approve a final license application unless the commission approves the host community agreement and certifies that the host community agreement complies with this subsection. The commission shall complete its review of a host community agreement not later than 90 days after it is received by the commission. (4) A host community may waive the host community agreement requirement; provided, however, that the host community shall submit to the commission a written waiver executed by the host community and the marijuana establishment or medical marijuana treatment center. (5) Notwithstanding any general or special law to the contrary, the commission shall promulgate regulations to establish minimum acceptable standards for host communities to promote and encourage full participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities; provided, however, that a host community may establish procedures and policies beyond the minimum regulations established by the commission. A city or City that is not a host community shall establish such procedures and policies before entering into a host community agreement

with a marijuana establishment or medical marijuana treatment center. (6) The commission shall issue rules and promulgate regulations necessary to implement this subsection.”

NOW, THEREFORE, in consideration of the above, the Operator and the City agree as follows:

1. Compliance: Operator and City shall comply with all applicable provisions of M.G.L. c. 94G and the Regulations as the same may be amended from time to time; and all laws, rules, regulations and orders applicable to the operation of the Facility in the City, and Operator shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the Facility.
2. Community Impact Fee: If the Operator obtains the necessary licenses, permits, and approvals for its proposed Facility, Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 3(d) (the “Impact Fee”) in the amounts and under the terms provided herein.
3. Calculation of Impact Fee Payments: The Impact Fee, if due and payable pursuant to Section 2 above, shall be based on documented actual costs incurred by the City in the prior year that are reasonably related to the Facility and transmitted to the operator, in writing, not later than one month after the date of the anniversary of the receipt of a Final License for the Marijuana Retailer establishment. In no event shall the Impact Fee exceed 3% of Gross Annual Sales (as that term is defined in 935 CMR 500) from the Facility. In no event shall the Impact Fee be charged after the eighth (8th) anniversary of the receipt of a Final License for the operation of the Marijuana Retailer establishment. In no event shall the Impact Fee include any generally occurring fees. Generally occurring fees are fees customarily imposed on other non-cannabis businesses operating in a Host Community (e.g., routine water, property tax, sewer, trash pickup etc.). The following fees are Generally occurring fees to be imposed by the City on the Operator: _____.
4. Impact Fee Certification: The document actual costs incurred by the City that make up the Impact Fee, as set forth herein, must be certified by the Commission pursuant to the regulations.
5. Dates of Payment: The Operator shall make yearly Impact Fee payments to the City in an amount equal to the documented actual costs incurred by the City in the prior year that are reasonably related to the Facility. The first yearly Impact Fee payment shall be made within eight (8) months after documented costs and a request for payment are submitted by the City in writing to the Operator and approved by the Commission. In no event shall the Impact Fee be charged after the eighth (8th) anniversary of the receipt of a Final License for the operation of the Marijuana Retailer establishment.
6. Amendment of Impact Fee Payment Date: At the option of the Operator, the Impact Fee payment date may be amended once, by written request, to align with the Operator’s fiscal

year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.

7. Taxes: The Operator will pay all local, state and federal taxes as required by applicable law, as now existing or is hereafter may from time to time be enacted, repealed or modified.
8. Local Hiring: To the extent permissible by law, Operator will make jobs available to local, qualified residents; and such residency will be a positive factor in hiring decisions, but this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to the direct hiring, Operator will work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the City area to be a positive factor in retaining such vendors.
9. Approval of Manager: If requested by the City, Operator shall provide to the City the information set forth in 935 CMR 500.101(1)(b) of the person Operator proposes to act as on-site manager of the Facility. Within ten (10) days of its receipt of the information set forth in this Section, City shall, in consultation with the Police Chief, determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the City denies such approval and the CCC has approved said manager pursuant to the Regulations. Notwithstanding the foregoing, in the event that City does not provide confirmation or rejection of the proposed on-site manager within ten (10) days, that manager shall be deemed approved by City. If requested by the City, this approval process shall also apply to any change of on-site manager.
10. Prevention of Diversion: To the extent requested by the City's Police Department, and as required by the Regulations, Operator shall work with the City's Police Department to implement a comprehensive diversion prevention plan to prevent diversion. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual behavior in customers or Facility employees that may indicate the potential for diversion; (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility; and (iii) refusing to complete a transaction if the customer appears to be under the influence of drugs or alcohol.
11. Security: To the extent requested by the City's Police Department, and as required by the Regulations, Operator shall work with the City's Police Department in determining the placement of interior and exterior security cameras. Operator will maintain a cooperative relationship with the Police Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on the Property. Such camera requirements or locations may be altered by the CCC during their security and architectural review and inspection process.
12. Registration and Approvals Required: The obligations of Operator and the City recited herein are specifically contingent upon the obtaining of a so called Commence Operations

letter for the operation of the Facility from the CCC to operate in City, and all necessary local permits and approvals.

13. Cooperation: City shall work cooperatively and in good faith with Operator in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility.
14. Support for Licensure: City shall support Operator's application for licensure of its Facility by the CCC and work with Operator to assist in securing such licensure, including but not limited to responding to the CCC's so called "Municipal Notice of a Marijuana Establishment" within forty-eight (48) hours of receipt of the same. Furthermore, the City hereby represents and warrants to the Operator that it is, and shall at all times remain in good compliance standing with the Commission relative to any Host Community Agreement to which the City is a contracting party.
15. Assignment: Neither the City nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity or member which is authorized by the CCC or other authorizing entity to operate the Facility, or if such assignment or transfer is the result of a merger or consolidation with the Operator. The sale of all or substantially all of the Operator's assets or ownership, in one or a series of transactions, is not considered an assignment or transfer pursuant to this Agreement and does not require approval from the City.
16. Compliance: Operator agrees to comply with all laws, rules, regulations and orders applicable to the operation of the Facility and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Facility.
17. Retention of Regulatory Authority: By entering into this Agreement, City does not waive any enforcement rights or regulatory authority it currently holds over any business in City.
18. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
19. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

20. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
21. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
22. Term and Termination: This Agreement shall terminate on the eighth (8th) anniversary of the Final License for the operation of the Marijuana Retailer establishment. Notwithstanding the foregoing this Agreement shall terminate if the Operator permanently ceases to operate the Facility in the City. This Agreement shall have no further force and effect and neither of the parties shall have any further rights, obligations or liabilities to the other party, provided that Section 22 hereof shall remain in full force and effect. Operator shall not be required to cease operations at the termination of this Agreement.
23. Confidentiality: Operator shall not be required to provide physical or digital copies to the City of financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "**Confidential Information**"). To the extent the City requests access Confidential information it shall view such information at the Facility and the City (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or law, provided in all events, prior to such disclosure, the City will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
24. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
25. Amendment: This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the City and the Operator.
26. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.


27. Headings, Counterparts and Signatures: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts. Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.


[SIGNATURE PAGE TO THE HOST COMMUNITY AGREEMENT BETWEEN THE
CITY OF QUINCY, MA AND CHILL & BLISS II, LLC]

The following signature(s) indicate that the parties hereby agree to the terms set forth in this Agreement as per the date set forth on page 1 of this Agreement.

For the City of Quincy, Massachusetts:

For Chill & Bliss II, LLC:


By: _____
Its: Mayor


By: Kimberly A. Wall
Its: Manager

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:

Chill & Bliss II, LLC

2. Name of applicant’s authorized representative:

Kimberly Wall

3. Signature of applicant’s authorized representative:

Kimberly Wall

4. Name of municipality:

City of Quincy

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

Thomas P. Kocik, Mayor



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).*):

MAYOR KOCH @QUINCY.GOV

8. Host community agreement execution date:

7/24/23



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):
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:

b. Name of publication:

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:

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:

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:

Chill & Bliss II, LLC

Name of applicant's authorized representative:

Wallcare LLC, by Kimberly Wall Authorized Signatory of Wallcare LLC

Signature of applicant's authorized representative:

Kimberly Wall



Plan to Remain Compliant with Local Zoning

Chill & Bliss II, LLC (dba “Chill & Bliss”) will remain compliant at all times with the local zoning requirements set forth in the Zoning Bylaws of Quincy, Massachusetts (the “Zoning Ordinance”), more specifically, Section 6.10 governing the sale and distribution of recreational marijuana. In accordance with the Zoning Ordinance, Chill & Bliss’s proposed marijuana retail location at 503 Quincy Ave, Quincy, MA is located in a business district, which allows for Chill & Bliss’s proposed use upon the receipt of a special permit from the Zoning Board of Appeals, in accordance with the requirements of Section 6.10.2 of the Zoning Ordinance.

In accordance with Zoning Ordinance, Section 6.10.4(1A) and G.L. c. 94G, §5(b)(3), Chill & Bliss’s proposed facility is not located within five hundred (500) feet of any pre-existing public or private school providing education in pre-kindergarten, kindergarten or any grades 1 through 12. For the avoidance of doubt, Chill & Bliss will comply with all of the criteria set forth in Zoning Ordinance, Section 6.10.4 governing the siting and operation of Marijuana Establishments within the municipality.

Chill & Bliss will work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all laws, regulations, rules, and codes with respect to design, construction, operation and security. In accordance with 935 CMR 500.101, Chill & Bliss convened a properly noticed Community Outreach Meeting on 6/26/2023 to inform and gather feedback from the community related to its proposed marijuana establishment. Chill & Bliss has also retained counsel to assist with ongoing compliance with local zoning and regulatory compliance.

Chill & Bliss II, LLC
Cannabis Control Commission

4.0

Chil & Bliss II, LLC help is community out reach meeting in person.

Quincy City Hall
1305 Hancock Street, Quincy, MA 02169
Phone: 617.376.1170 | Fax: 617.376.1148



Colleen Healy, M.A.A., *Chairperson*
John Rowland, M.A.A., *Board Member*
Christopher Rooney, *Board Member*

City of Quincy
Assessors Department

May 25, 2022

Chill & Bliss LLC
155 Seaport Blvd
Boston, MA 02110

RE: Certified Abutters List

Chill & Bliss LLC,

This letter is to notify you that the attached list of abutters for the property located at 503 Quincy Ave, Quincy, Massachusetts, designated as Map 2086 Block 9 Lot -, is accurate according to the Assessing Department records.

Please note that the enclosed abutters list is valid for up to 30 days from the date of certification. If you have any questions, please do not hesitate to contact the Assessors Department.

Sincerely,

Jenny Cheung
Jenny Cheung
Assessors Department
Phone: 617-376-1181
Fax: 617-376-1148
jcheung@quincyma.gov

[REDACTED]
100 SKYLINE DR
BRAINTREE, MA 02184

[REDACTED]
15 BOWER RD
QUINCY, MA 02169

[REDACTED]
259 QUINCY AVE
QUINCY, MA 02169

[REDACTED]
4955 VISTA ARROYO
LA MESA, CA 91941

[REDACTED]
15 BOWER RD UNIT A3
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT A4
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT A5
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT A8
QUINCY, MA 02169

[REDACTED]
33 MURDOCK AVE
QUINCY, MA 02169

[REDACTED]
16 PEMBROKE ST
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B12
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B2
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B3
QUINCY, MA 02169

[REDACTED]
33 MURDOCK AVE
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B5
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B6
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B9
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT C10
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT C3
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT C4
QUINCY, MA 02169

[REDACTED]
37 FAIRVIEW AVE UNIT 2
PEMBROKE, MA 02359-2917

[REDACTED]
15 BOWER RD UNIT C8
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT C9
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D10
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D11
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D12
QUINCY, MA 02169

[REDACTED]
43 NORTH ST
FOXBORO, MA 02035

[REDACTED]
15 BOWER RD UNIT D3
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D4
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D5
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D6
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D7
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D8
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT D9
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT E1
QUINCY, MA 02169

[REDACTED]
53 MAGNOLIA WAY
BRIDGEWATER, MA 02324

[REDACTED]
15 BOWER RD UNIT E12
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT E3
QUINCY, MA 02169

[REDACTED]
8 ESTEY WAY
CANTON, MA 02021

[REDACTED]
15 BOWER RD UNIT E5
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT E6
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT E9
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F10
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F12
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F2
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F3
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F4
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F8
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F9
QUINCY, MA 02169

[REDACTED] TREES
513 QUINCY AVE
QUINCY, MA 02169

[REDACTED] HOUSE THE
175 HOWARD ST
BRAINTREE, MA 02184

[REDACTED]
100 FIRST AVE
CHARLESTOWN, MA 02129

[REDACTED] COURT
100 FIRST AVE
CHARLESTOWN, MA 02129

[REDACTED] WOODS
481 QUINCY AVE
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST
QUINCY, MA 02169

[REDACTED]
18 FOTTLER RD
HINGHAM, MA 02043

[REDACTED] OF THE
175 HOWARD ST
BRAINTREE, MA 02184

[REDACTED]
PO BOX 690535
QUINCY, MA 02269

[REDACTED]
100 FIRST AVE
CHARLESTOWN, MA 02129

[REDACTED]
17 HIGHGATE ST STE B
ALLSTON, MA 02134

[REDACTED] T
480 QUINCY AVE
QUINCY, MA 02169

[REDACTED] HEALTH OF
190 PORTLAND ST
BOSTON, MA 02114

[REDACTED]
25 W HOWARD ST UNIT A1
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT A2
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT A3
QUINCY, MA 02169

[REDACTED]
3 FRANKLIN ST
CANTON, MA 02021

[REDACTED] I
25 W HOWARD ST UNIT C1
QUINCY, MA 02169

[REDACTED] E
59 WAVERLY ST
MALDEN, MA 02148

[REDACTED] RONAL
25 W HOWARD ST UNIT D1
QUINCY, MA 02169

[REDACTED] AL
25 W HOWARD ST UNIT D3
QUINCY, MA 02169

[REDACTED] HAN
21 HEATHER WAY
SHARON, MA 02067

[REDACTED] H & MING
25 W HOWARD ST UNIT E2
QUINCY, MA 02169

[REDACTED] L
25 W HOWARD ST UNIT F2
QUINCY, MA 02169

[REDACTED] ECA
25 W HOWARD ST UNIT F3
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT G2
QUINCY, MA 02169

[REDACTED]
17 BOWER RD
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT C12
QUINCY, MA 02169

[REDACTED] S
15 BOWER RD UNIT F-11
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT B-1
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT 5
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT E8
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT B2
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F-6
QUINCY, MA 02169

[REDACTED]
15 BOWER RD
QUINCY, MA 02169

[REDACTED]
15 BOWER RD
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST
QUINCY, MA 02169

[REDACTED]
175 KENT ST APT 4
BROOKLINE, MA 02446

[REDACTED]
25 W HOWARD ST UNIT G3
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT A7
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B11
QUINCY, MA 02169

[REDACTED]
430 COLUMBUS AVE APT 101
BOSTON, MA 02116

[REDACTED]
15 BOWER RD UNIT C-1
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT A10
QUINCY, MA 02169

[REDACTED]
15 BOWER RD C11
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT D2
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F1
QUINCY, MA 02169

[REDACTED]
170 ROCKLAND ST
HINGHAM, MA 02043-1433

[REDACTED]
15 BOWER RD UNIT A11
QUINCY, MA 02169

[REDACTED]
15 BOWER ST UNIT D1
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT B8
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT E2
QUINCY, MA 02169

[REDACTED]
31 ARGONNE ST
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT F7
QUINCY, MA 02169

[REDACTED]
3 PHILLIPS RD
TEWKSBURY, MA 01876

[REDACTED]
25 W HOWARD ST UNIT G1
QUINCY, MA 02169

[REDACTED]
15 BOWER ST UNIT C6
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT C2
QUINCY, MA 02169

[REDACTED]
25 W HOWARD ST UNIT C2
QUINCY, MA 02169

[REDACTED]
15 BOWER RD UNIT A6
QUINCY, MA 02169

COMMUNITY OUTREACH NOTICE

Notice is hereby given that a Community Outreach Meeting for Chill & Bliss II, LLC, a proposed Marijuana Establishment, is scheduled for June 26, 2023 at 6:00 PM. The meeting will be held in the Fore River Clubhouse at 16 Nevada Road Quincy, MA 02169. The proposed Marijuana Retailer will be located at 503 Quincy Avenue Quincy, MA 02169. There will be an opportunity for the public to ask questions at the meeting.

COMMUNITY OUTREACH NOTICE

Notice is hereby given that a Community Outreach Meeting for Chill & Bliss II, LLC, a proposed Marijuana Establishment, is scheduled for June 26, 2023 at 6:00 PM. The meeting will be held in the Fore River Clubhouse at 16 Nevada Road Quincy, MA 02169. The proposed Marijuana Retailer will be located at 503 Quincy Avenue Quincy, MA 02169. There will be an opportunity for the public to ask questions at the meeting.

2023 JUN -8 PM 12:18

CITY CLERKS OFFICE
QUINCY, MASS 02169



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

617.832.1000 main
617.832.7000 fax

Jesse H. Alderman
617-832-1158
jalderman@foleyhoag.com

June 7, 2023

Via E-mail and Hand Delivery

City of Quincy
Office of the Mayor
Quincy City Hall
1305 Hancock St.
Quincy, MA 02169

Dear Mayor Koch:

Pursuant to 935 CMR 500 and Section 6.11.13 of the City of Quincy Code, please find enclosed a Notice of a Community Outreach Hearing for Chill & Bliss II, LLC, a proposed Marijuana Establishment, which proposes to operate a Marijuana Retailer at 503 Quincy Avenue Quincy, MA 02169. This Notice will run in *The Patriot Ledger* on June 9, 2023. The Community Outreach meeting will be held at 6:00 PM on June 26, 2023 in the Fore River Clubhouse at 16 Nevada Road Quincy, MA 02169.

Sincerely,

/s/Jesse H. Alderman

Jesse H. Alderman

MAYOR'S OFFICE
1305 Hancock Street
Quincy, MA 02169-5111

COMMUNITY OUTREACH NOTICE

Notice is hereby given that a Community Outreach Meeting for Chill & Bliss II, LLC, a proposed Marijuana Establishment, is scheduled for June 26, 2023 at 6:00 PM. The meeting will be held in the Fore River Clubhouse at 16 Nevada Road Quincy, MA 02169. The proposed Marijuana Retailer will be located at 503 Quincy Avenue Quincy, MA 02169. There will be an opportunity for the public to ask questions at the meeting.

Massachusetts Public Notices

Public Notices

06/09/2023

503 Quincy Ave. Quincy LEGAL NOTICE COMMUNITY OUTREACH
NOTICE Notice is hereby given that a Community Outreach Meeting for Chill
& Bliss II, LLC, a proposed Marijuana Establishment, is scheduled for June
26, 2023 at 6:00 PM. The meeting will be held in the Fore River Clubhouse at
16 Nevada Road Quincy Point, MA 02169. The proposed Marijuana Retailer
will be located at 503 Quincy Avenue Quincy, MA 02169. There will be an
opportunity for the public to ask questions at the meeting. AD# 8921287 PL
06/09/2023



QUINCY HOWARD LLC
17 HIGHGATE ST STE B
ALLSTON, MA 02134

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7037 2620 0000 0738 5736

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ALLSTON, MA 02134

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17 HIGHGATE ST STE B
ALLSTON, MA 02134



2. Article Number (Transfer from service label)

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PS Form 3811, July 2015 PSN 7530-02-000-9063

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3. Service Type

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<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Restricted Delivery	

Domestic Return Receipt



OSIS DAVID P JR TREE
481 QUINCY AVE
QUINCY, MA 02169

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

481 QUINCY AVE
QUINCY, MA 02169



9500 9402 8981 8080 8574 36

2. Article Number (transfer from service label)

7017 2620 0000 0738 5705

PS Form 3811, July 2015 PSN 7530-02-000-9053

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

3. Service Type Priority Mail Express®
 Adult Signature Registered Mail™
 Adult Signature Restricted Delivery Registered Mail Restricted Delivery
 Certified Mail® Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

(Domestic Return Receipt)

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS TO COLLECT DELIVERY INFORMATION
CERTIFIED MAIL®



7017 2620 0000 0738 5705
7017 2620 0000 0738 5705

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Certified Mail Fee

Return Receipt (hardcopy) \$ 5.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Request \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage

Total Postage and Fees

Sent to [Redacted]
481 QUINCY AVE
QUINCY, MA 02169
City, State

Postmark Here

37A

PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions



LOYAL ORDER OF MOOSE THE
175 HOWARD ST
BRAINTREE, MA 02184

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

75 HOWARD ST
BRAINTREE, MA 02184



9590 9402 3961 8060 8574 43

2. Article Number (transfer from service label)

7017 2620 0000 0738 5699

PS Form 3811, July 2015 PSN 7530-02-000-9083

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) _____

C. Date of Delivery _____

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

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

PS Form 3800, April 2015 PSN 7530-02-000-9047 (Domestic Return Receipt)

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Certified Mail Fee

<input type="checkbox"/> Return Receipt (hardcopy)	1.5
<input type="checkbox"/> Return Receipt (electronic)	1.5
<input type="checkbox"/> Certified Mail Restricted Delivery	1.6
<input type="checkbox"/> Adult Signature Restricted Delivery	1.5
<input type="checkbox"/> Adult Signature Restricted Delivery	1.5

Postmark Here

Postage: _____

To: [Redacted]
175 HOWARD ST
BRAINTREE, MA 02184

Sent To: _____

City: Bra.

JHA

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PLEASE PRINT IN INK. PRINT NAME ON THE FRONT OF THE RECEIPT. ADDRESS PRINTED ON THE BACK.

CERTIFIED MAIL

7017 2620 0000 0738 5699

7017 2620 0000 0738 5699



MURSTEIN JEANNETTE
15 BOWER RD UNIT F8
QUINCY, MA 02169

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<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: [REDACTED] 15 BOWER RD UNIT F8 QUINCY, MA 02169</p> <p>2. Article Number (Transfer from service label) 7017 2620 0000 0738 5682</p>	<p>A. Signature [X] _____ <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9063</p>	<p>Domestic Return Receipt</p>

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Certified Mail Fee
 Entry Services & Fees (check box, add fee as appropriate)
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____

Postage \$ _____
 Total Postage \$ _____
 Sent To: 15 BOWER RD UNIT F8
 QUINCY, MA 02169
 Street or City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PLACE RECEIPT ON BACK OF MAIL, OR ON THE REVERSE OF THE RETURN ADDRESS FOLD INTO RETURN ENVELOPE
CERTIFIED MAIL



PLANTE MARY ANN TR
15 BOWER RD UNIT F2
QUINCY, MA 02169

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
[Redacted]
15 BOWER RD UNIT F2
QUINCY, MA 02169



9590 9402 3961 8060 8574 67

2. Article Number (transfer from service label)
7017 2620 0000 0738 5675

PS Form 3811, July 2016 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Address

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

D. Is delivery address different from item 1? Yes
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3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ _____

Postage \$ _____

Total Postage \$ _____

Send To: [Redacted]
15 BOWER RD UNIT F2
QUINCY, MA 02169

City, State _____

PS Form 3800, April 2015 PSN 7520-02-000-9047 See Reverse for Instructions

7017 2620 0000 0738 5675

7017 2620 0000 0738 5675

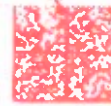
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PLACE STICKER AT TOP OF MAILPIECE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

Postmark Here



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600



U.S. POSTAGE
Eagle logo
ZIP 02210
G2 4th
\$ 08.10⁰⁰
0000355564 JUN 14 2023

WONG PAUL
15 BOWER RD UNIT E9
QUINCY, MA 02169

SENDER, COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>██████████ 15 BOWER RD UNIT E9 QUINCY, MA 02169</p> <p>██████████</p> <p>9590 9402 3961 8060 8574 7A</p> <p>2. Article Number (Transfer from service label) 7017 2620 0000 0738 5668</p>	<p>A. Signature <input checked="" type="checkbox"/> [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Mail Add Restricted Delivery</td> <td><input type="checkbox"/> Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Mail Add Restricted Delivery	<input type="checkbox"/> Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
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<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Mail Add Restricted Delivery	<input type="checkbox"/> Restricted Delivery														
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt														

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
<p>Certified Mail Fee</p> <p><input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ _____</p> <p><input type="checkbox"/> Return Receipt (electronic) \$ _____</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$ _____</p> <p><input type="checkbox"/> Adult Signature Required \$ _____</p> <p><input checked="" type="checkbox"/> Adult Signature Restricted Delivery \$ _____</p>	<p>Postmark Here</p>
<p>Postage</p> <p>Total Postage \$ 7017 2620 0000 0738 5668</p>	
<p>Send To</p> <p>██████████ 15 BOWER RD UNIT E9 QUINCY, MA 02169</p> <p>Street and Apt. #</p> <p>City, State, ZIP+4</p>	JHA
PS Form 3800, April 2015 PSN 7530-02-000-9417 See Reverse for Instructions	

PLEASE RECREATE TOP OF FRONT PANEL TO THE RIGHT
OF THE RETURN ADDRESS TO OBTAIN POSTAGE LINE
CERTIFIED MAIL



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600



US POSTAGE with METRY BOWES

ZIP 02210
02 JW \$08.10⁰⁰
0000355564 JUN 14 2023

MANDAL SURENDRA K
8 ESTEY WAY
CANTON, MA 02021

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p>8 ESTEY WAY CANTON, MA 02021</p> <p>9590 9402 3961 8060 8574 81</p> <p>2. Article Number (transfer from service label) 7017 2620 0000 0738 5651</p>	<p>A. Sign Name -X</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Restricted Delivery	
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<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Restricted Delivery															

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PLACE ATTACHEE TO THE FRONT OF THE MAILPIECE, HOLDING THE RIGHT OF THE RETURN ADDRESS, HOLDING DOTTED LINE

CERTIFIED MAIL

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

For delivery information, visit our website at www.usps.com™

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Restricted	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

Total Paid

Sent To: 8 ESTEY WAY
Street or: CANTON, MA 02021
City, State

Postmark Here

7017 2620 0000 0738 5651
7017 2620 0000 0738 5651

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



MAKAL RITA S
53 MAGNOLIA WAY
BRIDGEWATER, MA 02324

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

53 MAGNOLIA WAY
BRIDGEWATER, MA 02324



2. Article Number (Transfer from service label)

70J7 2620 0000 0738 5644

COMPLETE THIS SECTION ON DELIVERY

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

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Priority Mail Express®

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PLEASE REVERSE SIDE FOR CHECK OFF THE MAIL
ON THE RETURN ADDRESS FOR ALL OTHER MAIL
CERTIFIED MAIL



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

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage \$ _____

Total PC \$ _____

Sent To: _____

Street # 53 MAGNOLIA WAY

City, St BRIDGEWATER, MA 02324

PS Form 3800, April 2013 PSN 7530-02-000-1047 See Reverse for Instructions




**FOLEY
HOAG** LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600



US POSTAGE with meter
ZIP 02210 **\$ 008.10⁰**
02 JUN 14 2023
0000355584

PATIL MAYUR
15 BOWER RD UNIT D8
QUINCY, MA 02169

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p>15 BOWER RD UNIT D8 QUINCY, MA 02169</p>  <p>9590 9402 3961 8060 8623 00</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>2. Article Number (Transfer from service label) 7017 2620 0000 0738 5637</p>	<p>Restricted Delivery</p>												
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>													

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

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Postmark Here

Sent to: 15 BOWER RD UNIT D8
QUINCY, MA 02169

PS Form 3800, April 2015 PSN 7530-02-000-0017 See Reverse for Instructions

PLACE STICKERS AT TOP OF ENVELOPE TO THE RIGHT OF THE ADDRESS LABEL AND TO THE LEFT OF THE MAIL PIECE
CERTIFIED MAIL

7017 2620 0000 0738 5637
7017 2620 0000 0738 5637

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Chill & Bliss II, LLC (“Chill & Bliss” or the “Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. This Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

1. Certified Economic Empowerment recipients;
2. Social Equity Program participants;
3. Past or present residents of the geographic areas of disproportionate impact (“ADI”), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have past drug convictions.

To support such populations, the Company has created a Positive Impact plan, summarized below.

GOAL

Provide at least 5 Massachusetts residents per year who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAM

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goal, the Company will:

1. Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include, The Patriot Ledge and Quincy Sun. The workshop will be held at the Company’s facilities and will have a capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

MEASUREMENTS/METRICS

The Company will develop specific initiatives, creating partnerships and achieving measurable
Chill & Bliss II, LLC

outcomes to ensure that the Company meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

1. The Company 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.

DISCLOSURES

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

The Company 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)*.

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001661874	(number will be assigned)
------------------------	-----------	---------------------------

1. The exact name of the limited liability company is: CHILL & BLISS II LLC
--

2. The address in the Commonwealth where the records will be maintained:					
Number and street:	800 HINGHAM STREET				
Address 2:					
City or town:	ROCKLAND	State:	MA	Zip code:	02370
Country:	UNITED STATES				

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): APPLYING FOR LICENSURE WITH THE MASSACHUSETTS CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:					
Agent name:	KIMBERLY WALL				
Number and street:	800 HINGHAM STREET				
Address 2:					
City or town:	ROCKLAND	State:	MA	Zip code:	02370

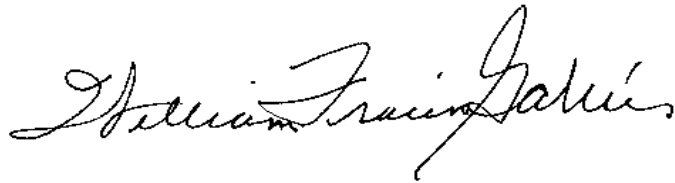
I KIMBERLY WALL, resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.
--

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

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:

September 26, 2023 04:05 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CHILL & BLISS II LLC
800 HINGHAM ST
ROCKLAND MA 02370-1074

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

by and among

CHILL & BLISS II LLC

and

THE MEMBERS NAMED HEREIN

This Limited Liability Company Operating Agreement (the “Agreement”) of Chill & Bliss II LLC, a Massachusetts limited liability company (the “Company”), is entered into as of ____ April 21 ____, 2023 (the “Effective Date”) by and among the Company, the initial Members executing this Agreement as of the date hereof and each other Person who after the Date hereof becomes a Member of the Company and becomes a party to this Agreement.

RECITALS

WHEREAS, the Company was formed as a limited liability by filing a certificate of organization (the "Certificate of Organization") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "MLLCA"); and

WHEREAS, the Members wish to enter into this Agreement setting forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Name.** The name of the Company is Chill & Bliss II LLC.
2. **General Character.** The general character of the business of the Company is to engage in any lawful business, trade, profession, purpose, or activity permitted by law, including but not limited to participation in cannabis industries legal under state law.
3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purpose for which it is organized, including the powers granted by the MLLCA.
4. **Records Address.** The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.
5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization

or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

6. **Members**

- a. Initial Members. The names, mailing addresses, and Membership Interests of the Members are set out in Schedule I attached hereto (the "Members Schedule"). The Company shall maintain and update the Members Schedule upon the issuance or Transfer or any membership interests in accordance with this agreement.
- b. Additional Members. One or more additional members may be admitted to the Company from time to time in connection with: (i) the issuance of membership interests by the Company, or (ii) a transfer of membership interests, subject to the terms of this Agreement. In order for any person not already a Member of the Company to be admitted as a Member, this Agreement shall be amended and restated to reflect the admission of such Person, who shall be a party hereto. Upon the amendment of this Agreement and the satisfaction of any other applicable conditions, including (without limitation) the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of the Company, and thereupon shall be issued his, her, or its membership interests.
- c. No Certificates of Limited Liability Company Interests. The company will not issue any certificates to evidence ownership of limited liability company interests.

7. **Meetings**

- a. Meetings of the Members may be called by (1) the Manager; or (2) a Member or group of Members holding more than 50% of the Membership Interests.
- b. Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than 10 days and not more than 30 days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting.
- c. Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all

Persons participating in the meeting hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

- d. On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.
 - e. The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include other business to be conducted by the Members; provided, that the Members shall have been notified of the meeting in accordance with Section 7(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
 - f. A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. No action may be taken by the Members unless the appropriate quorum is present at a meeting.
8. **Action Without Meeting.** Notwithstanding the provisions of Section 7, any matter that is to be voted on, consented to, or approved by Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by electronic transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes/all Members entitled to vote on the matter. A record shall be maintained by the Company of each such action taken by written consent of a Member or Members.
9. **Management.**
- a. Management of the Company. Subject to the provisions of Section 9(b) and except as otherwise provided by the MLLCA, the business, property, and affairs of the Company shall be managed by the Manager. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action. A single Manager will be appointed by the Company.

- b. Actions Requiring Approval of Members. Without the *majority* written approval of Members, the Company shall not, and shall not enter into any commitment to:
- i. Amend, modify, or waive any provisions of the Certificate of Formation or this Agreement; provided that the Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement.
 - ii. Issue additional Membership Interests, Equity Securities, or other securities or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of this Agreement, admit additional members to the Company.
 - iii. Incur any indebtedness, pledge or grant Liens on any assets, or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person, in each case in excess of \$150,000 in a single transaction or series of related transactions;
 - iv. Make any loan or advance to, or a Capital Contribution or investment in, any Person, in excess of \$150,000.
 - v. Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange, or other acquisition (including by merger, consolidation, sale of stock, or acquisition of assets) by the Company of any assets and/or equity interests, other than in the ordinary course of business consistent with past practice.
 - vi. Settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability (with a value in excess of \$150,000) or agree to the provision of any equitable relief by the Company.
 - vii. Dissolve, wind up, or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
- c. Officers. The Manager may appoint one or more individuals as officers of the Company (the “Officers”) as the Manager deems necessary or desirable to carry on the business of the Company and may delegate to such Officers such power and authority as the Manager deems advisable. An Officer is not required to be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Manager or until his or her earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer

may be removed by the Manager at any time, with or without cause. A vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Manager.

- d. Replacement and Resignation of Manager. The Manager may be removed at any time, with cause, by the Members holding the majority of the membership interests. The Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be elected by the majority affirmative vote of the Members. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the Company.

10. Allocations.

- a. Allocations of Profits and Losses.
 - i. The Company's profits and losses for each fiscal year will be allocated among the Members pro rata in accordance with their membership interests.
 - ii. Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each fiscal year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.
 - iii. This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.
 - iv. All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this section, except as may otherwise be provided herein or under the Code.

11. Distributions.

- a. Distributions of available cash shall be made to the Members at the times and in the aggregate amounts determined by the Manager. Such distributions shall be paid to the Members pro rata in accordance with their respective Membership Interests.
- b. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the MLLCA or any other Applicable Law.

12. Transfers.

- a. General Restrictions on Transfer.
 - i. Except as permitted pursuant to Section 12(b), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:
 1. Except as permitted under the Securities Act and other applicable federal or state securities or blue-sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;
 2. If such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3);
 3. If such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the MLLCA;
 4. If such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or
 5. If such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

- ii. Any Transfer or attempted Transfer of any membership interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Membership Interest for all purposes of this Agreement.
- iii. No Transfer (including a Permitted Transfer) of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 6(b) hereof.
- iv. For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits, unless otherwise explicitly agreed to by the parties to such Transfer.

b. Permitted Transfers

- i. Transfer or sale of units by the Members pursuant to Section 12(a) is permitted.
- ii. The provisions of Section 12(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a "Permitted Transferee" and, any such Transfer to a Permitted Transferee, a "Permitted Transfer"):
 - 1. Any Affiliate of such Member; or
 - 2. With respect to any Member that is a natural Person, (i) such Member's Spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the Spouses of each such natural persons (collectively, "Family Members"); (ii) a trust under which the distribution of Membership Interests may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his life; (iv) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only such Member and/or Family Members of such Member; or (v) by will or by the laws of

intestate succession, to such Member's executors, administrators, testamentary trustees, legatees, distributees, or beneficiaries.

13. No Personal Liability and Indemnification.

- a. No Personal Liability of Members. Except as otherwise provided in the MLLCA, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.
- b. No Personal Liability of Managers. Except as otherwise provided in the MLLCA, by Applicable Law, or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.
- c. Indemnification.
 - i. To the fullest extent permitted by the MLLCA, any Covered Person (as defined in section (c) below) shall be entitled to indemnification and reimbursement of reasonable expenses from the Company for and against any loss, damage, claim, or expense (including reasonable attorneys' fees) (collectively, "Losses") whatsoever incurred by the Covered Person relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence) performed or omitted by any Covered Person on behalf of the Company; provided, however, that (i) any indemnity under this section shall be provided out of and to the extent of the Company assets only, and neither any Member or any other Person shall have any personal liability to contribute to such indemnity by the Company; (ii) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; and (iii) such Covered Person's conduct did not constitute fraud or willful misconduct.
 - ii. Upon receipt by the Company of a written undertaking by or on behalf of the Covered Person to repay such amounts if it is finally judicially determined that the Covered Person is not entitled to indemnification under this section the Company shall advance, to the extent reasonably required, each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding

relating to any Losses for which such Covered Person may be indemnified pursuant to this section.

- iii. For purposes of this section, "Covered Person" means (i) each Member; (ii) each Manager and Officer of the Company; and (iii) each officer, director, shareholder, partner, manager, member, Affiliate, employee, agent, or representative of each Member and of each Manager.

14. Accounting and Tax Matters.

- a. Inspection Rights. Upon 30 day notice from a Member, the Company shall afford the Member access during normal business hours to the corporate, financial, balance sheet, and income statements of the Company, and shall permit the Member to examine such documents and make copies thereof.
- b. Tax Matters Representative.
 - i. *Appointment; Resignation*. The Members hereby appoint the Manager as the "partnership representative" as provided in Section 6223(a) of the Code (the "Tax Matters Representative"). The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the membership interests of the Company, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, the holders of a majority of the membership interests of the Company shall elect a new Tax Matters Representative.
 - ii. *Tax Examinations and Audits*. The Tax Matters Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any federal, state, local, or foreign taxing authority, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith.

The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit, upon receipt of a tax assessment or upon the receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the membership interests of the Company, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement

agreement relating to items of income, gain, loss, or deduction of the Company with any federal, state, local, or foreign taxing authority.

- iii. *US Federal Tax Proceedings.* To the extent permitted by applicable law and regulations, the Tax Matters Representative will cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the Bipartisan Budget Act of 2015 (the "Revised Partnership Audit Rules") pursuant to Section 6221(b) of the Code. For any year in which applicable law and regulations do not permit the Company to elect out of the Revised Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative will cause the Company to elect the alternative procedure under Section 6226 of the Code, and furnish to the Internal Revenue Service and each Member (including former Members) during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.
- iv. *Section 754 Election.* The Tax Matters Representative will make an election under Section 754 of the Code, if requested in writing by Members holding a majority of the outstanding membership interests.
- v. *Indemnification.* The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of such Member's responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

c. Tax Returns.

- i. At the expense of the Company, the Manager will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each fiscal year, the Manager will deliver to each Member, Company information necessary for the preparation of such Member's federal, state, and local income tax returns for such fiscal year.
- ii. Each Member agrees that such Member shall not treat any Company item on such Member's federal, state, foreign, or other income tax return inconsistently with the treatment of the item on the Company's return.

15. Dissolution and Liquidation.

- a. Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:
 - i. An election to dissolve the Company made by holders of the majority of the Membership Interests;
 - ii. The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
 - iii. The entry of a decree of judicial dissolution.
- b. Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 15(a) occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in the following section, and all state filings required in this section have been filed.
- c. Liquidation. If the company is dissolved pursuant to Section 15(a), the Company shall be liquidated and its business and affairs wound up in accordance with the MLLCA and the following provisions:
 - i. The Manager, or another Person selected by the Manager, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.
 - ii. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
 - iii. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:
 1. First, to the payment of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);
 2. Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any

contingent unforeseen liabilities or obligations of the Company;
and

3. Third, to the Members, on a pro rata basis, in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.
- d. Required filings. Upon completion of the winding up of the Company, the Liquidator shall make all necessary filings required by the MLLCA.

16. Definitions.

- a. "Affiliate" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.
- b. "Applicable Law" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.
- c. "Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.
- d. "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.
- e. "Spouse" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any individual in a marital relationship with a Member.

17. Miscellaneous.

- a. Governing law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).
- b. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- c. Notices.
 - i. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:
 1. when delivered by hand;
 2. when received by the addressee if sent by a nationally recognized overnight courier;
 3. on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
 4. on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
 - ii. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to the Company:

Chill & Bliss II LLC
Attn: Kimberly Wall
Address: 800 Hingham Street
Rockland, MA 02370

By Email: kwall@letswallcare.com

If to a Member:

To the Member's respective mailing address as set forth on the Members Schedule.

- d. Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) their membership interests are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.
- e. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- f. Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by Members holding a majority of outstanding membership interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule may be made by the Manager in accordance with this Agreement.

- g. Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.
- h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
- i. Entire Agreement. This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- j. No-Third Party Beneficiaries. Except as provided in Section 13, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[signatures on following page]

SCHEDULE I. SCHEDULE OF MEMBERS AND MANAGERS.

Manager:

Kimberly Wall

Address: 800 Hingham Street
Rockland, MA 02370

Email: kwall@letswallcare.com

Members:

<u>Member</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>	<u>Address / Email</u>
Wallcare, LLC	TBD	100%	Same as above



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

William Francis Galvin
Secretary of the
Commonwealth

November 28, 2023

TO WHOM IT MAY CONCERN:

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

CHILL & BLISS II LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 26, 2023**.

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

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

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

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



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

William Francis Galvin

Secretary of the Commonwealth

Chill & Bliss II

Connecting | Mind | Body | Soul



Dispensary

CHILL & BLISS II

Chill & Bliss Mission



Mission

Chill & Bliss is building a cannabis brand through consumer engaged dispensary locations.



Who We Are

Chill & Bliss is a group of seasoned executive, operational, and investment professionals with proven and direct experience in financing, operating, scaling, and monetizing enterprises across multiple emerging markets.



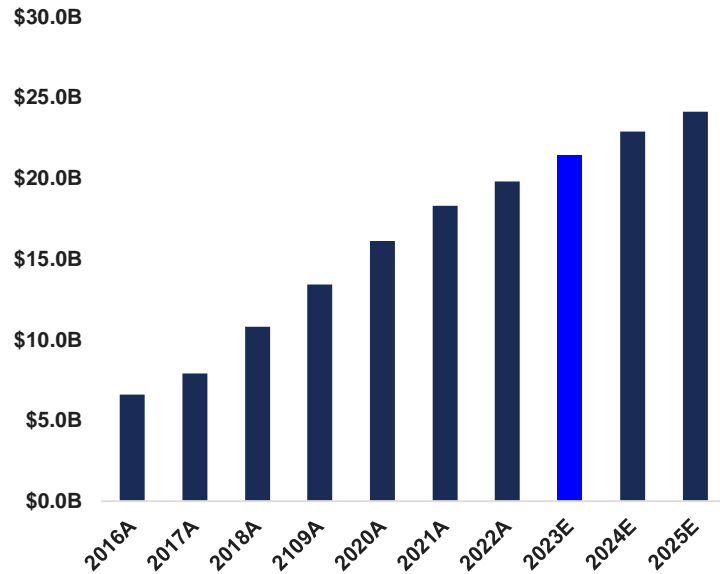
Industry Experience

Cannabis operations across all verticals
Investment banking and capital markets;
Real estate development and asset management;
B2B and B2C integration and implementation; and
Brand development, sales, and marketing

Nothing But Growth

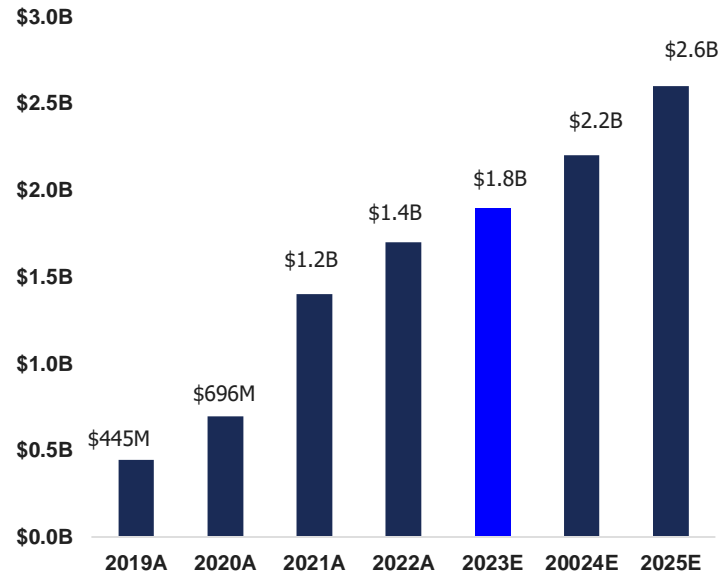
01

United States Actual & Projected Revenues



02

Massachusetts Actual & Projected Revenues

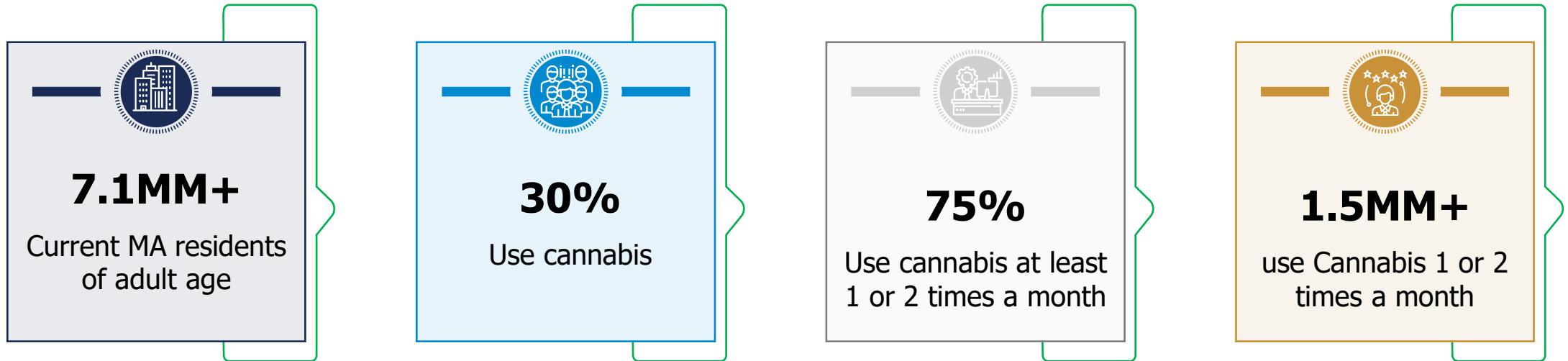


03

Massachusetts Current Licensure Landscape

Active Retail Licenses	279
Active Cultivation Licenses	117
Active Processing Licenses	88
Active Testing Licenses	12
Active Transport (B2B) Licenses	4
Active Delivery Licenses (operator)	7

Massachusetts Consumer Growth



Location 503 Quincy Ave



Property Information

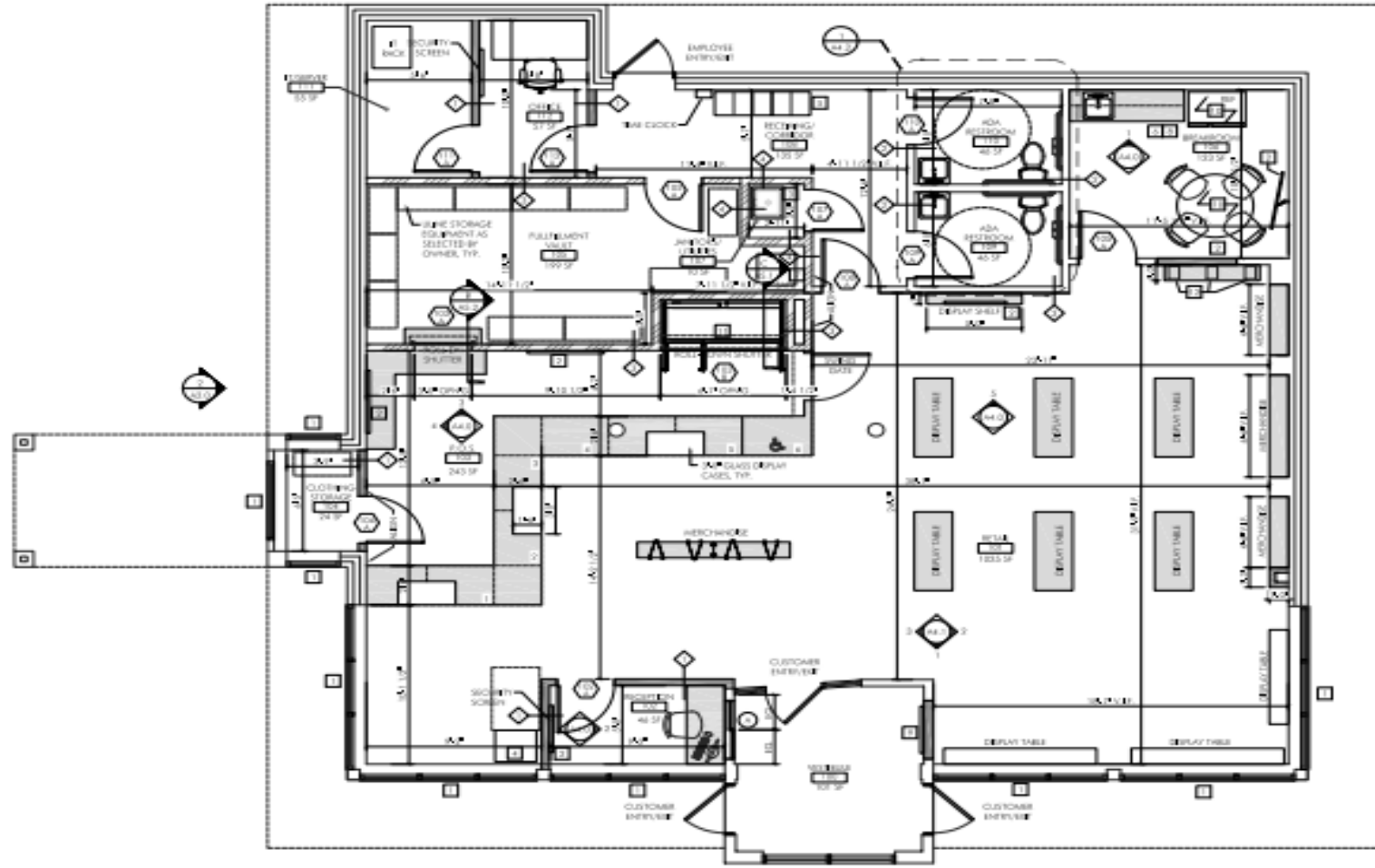
DOT Cars per Day	18,000
Quincy - Population	102,000
Directly Borders – Braintree - Population Cannabis Retail sales not allowed	39,000
Directly Borders – Weymouth - Population Cannabis Retail sales not allowed	58,000
Abuts – Milton - Population Cannabis Retail sales not allowed	29,000
Abuts – Randolph - Population Cannabis Retail sales not allowed	35,000

Store Exterior



Private and confidential

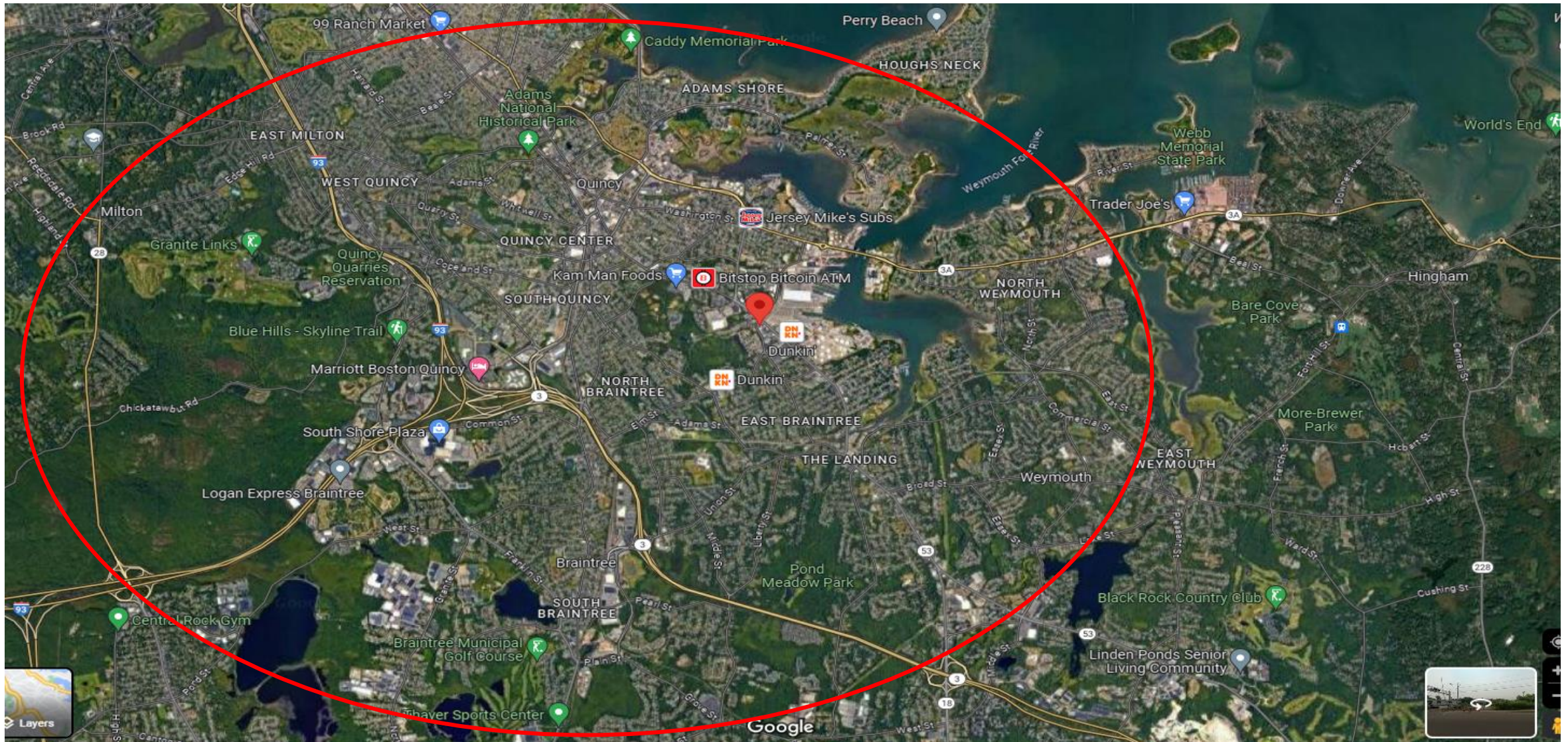
Floor Plan



Store Design

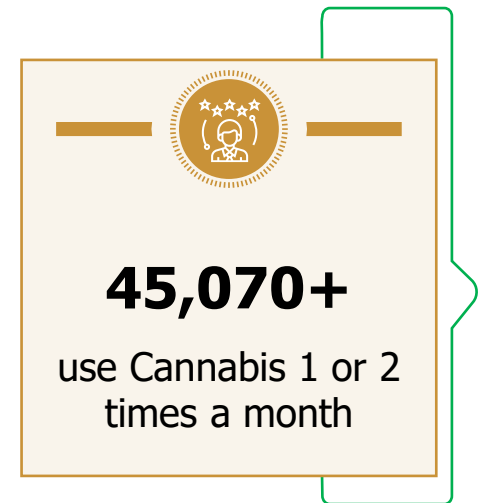
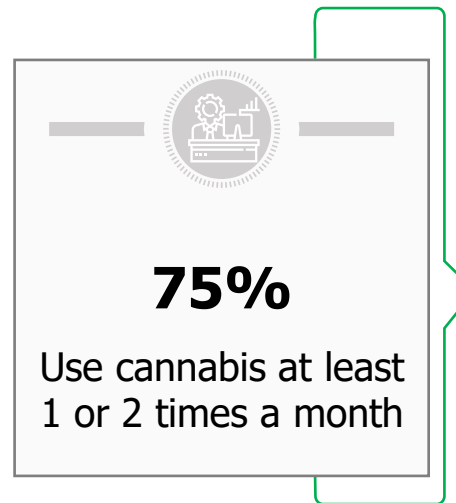
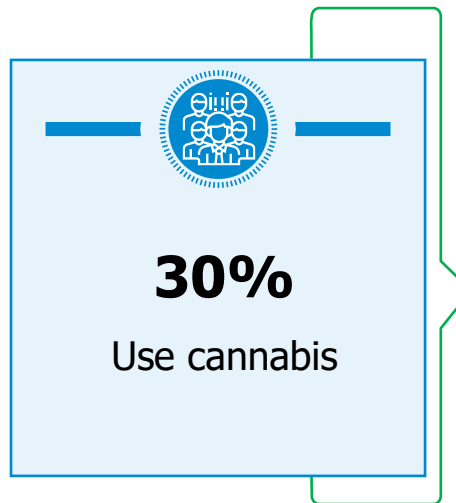
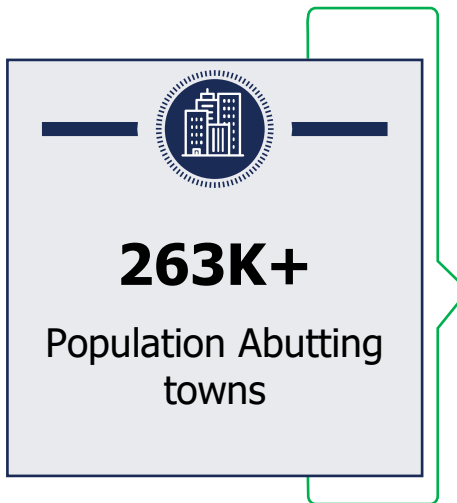
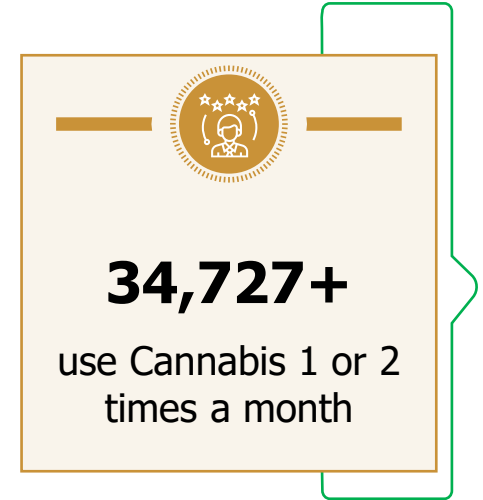
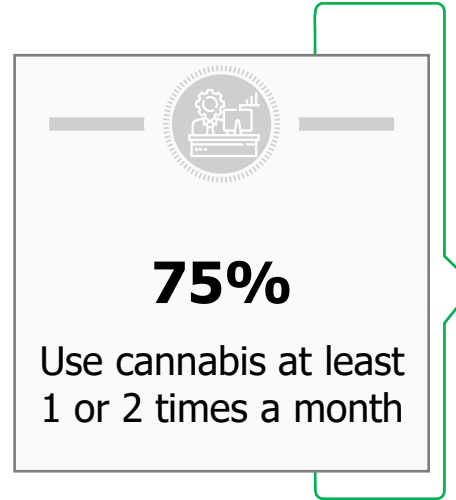
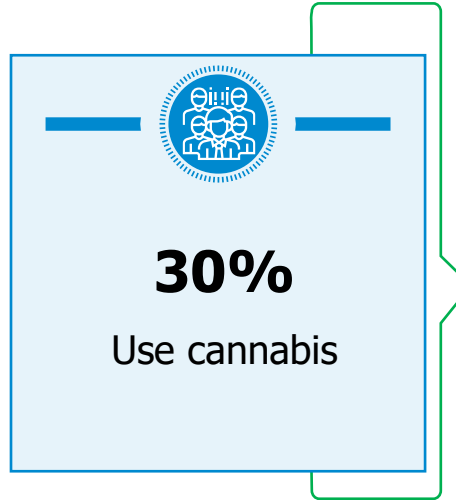
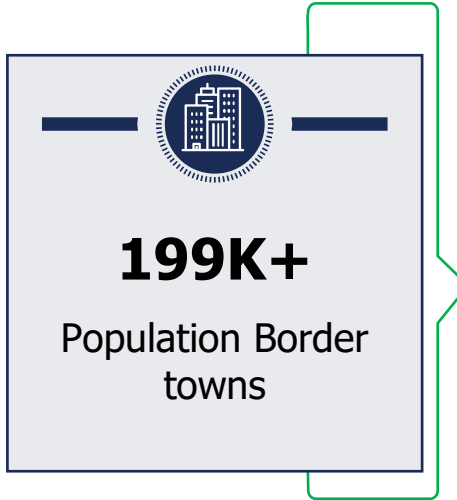


Target Market



Private and confidential

Quincy Market Opportunity



Target Market - Demographics

Homes within 15-mile Radius: 446,480 | Homes within 15-minute Drive: 82,219

Town/City	Population	% over 21	Use Cannabis	Use 1-2 times per month
Boarder Towns				
Quincy	102,000	80%	24,480	18,360
Braintree	39,000	72%	8,424	6,318
Weymouth	58,000	77%	13,398	10,049
Total	199,000		46,302	34,727
Abutting Towns				
Quincy	102,000	80%	24,480	18,360
Braintree	39,000	72%	8,424	6,318
Weymouth	58,000	77%	13,398	10,049
Milton	29,000	68%	5,916	4,437
Randolph	35,000	75%	7,875	5,906
Total	263,000		60,093	45,070

Quincy Projections

Year	Dispensary
1	
Gross Revenues	\$12.3M
Gross Profit	\$6.5M
EBITDA	\$2.2
2	
Gross Revenues	\$16.9M
Gross Profit	\$8.9M
EBITDA	\$3.0M

Assumptions

- **47%** Cost of Good Sold
- **53%** Gross Profit
- **20%** Employee Costs

- **Year 1**
 - Starting basket size \$60
 - Average daily visitors 600

- **Year 2**
 - Starting basket size \$54
 - Average daily visitors 757

Chill & Bliss II

Connecting | Mind | Body | Soul



Dispensary

CHILL & BLISS II



5/2/23

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

Re: Chill & Bliss II, LLC

Dear CCC,

Please be advised that my office has pending coverage quoted and ready to place, as soon as is needed and within the next 30 days, for the insurance compliance requirement of the CCC. The following coverage is ready and pending placement:

- Commercial General & Products Liability coverage specific to Cannabis operations
- The Coverage amount is \$1,000,000 per occurrence \$2,000,000 aggregate limit
- The applicable deductible is \$5,000 per occurrence.

If you have any questions, please do not hesitate to contact my office.

Thank you/best,

A handwritten signature in blue ink, appearing to read 'Mark Sawyer', is written over a light blue horizontal line.

Mark Sawyer, SVP, Cannabis Practice Leader
287 Linden St Wellesley Ma 02482
508-359-5555 ext 3

QUALIFICATIONS AND TRAINING

Chill & Bliss II, LLC (“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 the Company. 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 Company 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. Company 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 the Company’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Company 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 Company shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. Company 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

Chill & Bliss II, LLC (“Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Company 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.

Company will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Company acknowledges that if a Provisional License is issued, Company, 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.

Company will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Company 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 the Company to optimize its energy usage.

Company 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.

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

Company 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.

QUALITY CONTROL AND TESTING

Chill & Bliss II, LLC (“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.

Company 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 Company 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 Company by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Company 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.

Company’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 Company staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Company 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.

Company’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 Company 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 Company 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 products will be processed in a secure access area of Company. 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), Company 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

Company 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 Company 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), Company shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Company 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. Company 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 Company storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Company 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

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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 Company 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.

Company 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).

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Chill & Bliss II, LLC (“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. Company 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), Company 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 Company determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Company 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, Company has and follows a set of detailed written operating procedures for each location. Company has developed and will follow a set of such operating procedures for each facility. Company’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 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 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 [Company]'s current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program. Once a Marijuana Establishment is designated a "Responsible Vendor," all of [Company]'s agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. After successful completion of the Basic Core Curriculum, [Company] agents who handle or sell Marijuana must receive at least four hours of Responsible Vendor Training Program courses annually under 935 CMR 500.105(2)(b). Those not selling or handling marijuana may participate voluntarily in the Responsible Vendor Training Program. Company shall maintain records of responsible vendor training compliance at its principal 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 Company 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 Company 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 Company. Basic on-the-job training Company 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. Company shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Company 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, Company's personnel records will be available for inspection by the Commission, upon request. Company'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 Company 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 Company's Marijuana Establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Company 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

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Chill & Bliss II, LLC

- 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.
- 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. Company understands that in the event that Company were to close, all records will be kept for at least two years at the expense of Company.

MAINTAINING OF FINANCIAL RECORDS

Chill & Bliss II, LLC (“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 persons having direct or indirect control over the marijuana establishment.

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

- (a) Company will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Company may also utilize a sales recording module approved by the DOR.
- (c) Company will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Company 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. Company will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it 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) Company will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Company will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Company will allow the Commission and the DOR to 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 Company, all records will be kept for at least two years, at Company’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Company 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).

PREVENTION OF DIVERSION

Chill & Bliss II, LLC (“Company”) anti-diversion procedures include methods for identifying, recording, and reporting diversion, theft, or loss and for correcting all errors and inaccuracies in inventories. The integrity of the supply chain in every stage from seed to sale shall be protected through anti-diversion methods using a comprehensive security system. All employees shall receive anti- diversion training as part of their initial and subsequent training. Company has worked diligently to foster a work environment that values employees and that demands a culture of professional responsibility to mitigate risk and create a safe work environment that our employees take pride in. Pursuant to 935 CMR 500.105(1)(m), Company’s written operating procedures will include a policy for the immediate dismissal of any marijuana establishment agent who has diverted marijuana.

Company will perform periodic supply chain risk assessments to minimize weak spots and ensure continuity in the supply of high-quality independently-tested cannabis products. Any and all discrepancies identified in Company’s inventory system during a routine or special audit shall immediately be recorded and investigated as to the root cause. Pursuant to 935 CMR 105(13)(b)(2), any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Cannabis Control Commission and the applicable law enforcement authorities at the local and state levels not more than 24 hours of discovery of any incident. In addition, discrepancies shall be recorded and reported according to the Company’s incident response plan.

Inventories will be highly restricted, secured, and surveilled areas with posted limited access. Only managers or designated inventory staff shall have security designations to access stored inventory. Monthly inventory checks in compliance with 935 CMR 105(8)(c)(2) will be conducted. Inventory shall remain locked and accessible only to limited designated agents and a manager. The manager shall conduct routine and random auditing of all Company marijuana establishment’s inventory. Wholesale sales shall be documented, recorded and stored using seed-to-sale inventory tracking. Surveillance cameras shall record and store all transactions in compliance with 935 CMR 500.110(5)(a)(4).

A copy of the shipping manifest shall be transmitted to the receiving dispensary prior to transport. All dispensary deliveries shall be processed prior to leaving a marijuana establishment in accordance with 935 CMR 500.105(13)(a)(7). Pursuant to 935 CMR 500.105(13)(a)(6) all vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents and one agent shall remain with the transportation vehicle at all time.

Delivery routes and times will be randomized as required by 935 CMR 500.105(13)(a)(12).

Once

the delivered products are accounted for, they shall be stored in the securely locked, and continuously monitored, safe room, which shall be a limited access area.

In the event that there are any loss inventory discrepancies discovered by any employee, said discrepancy shall be promptly reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and law enforcement authorities not more than 24 hours from the discovery of any incident, in accordance with 935 CMR 500.105(13)(b). Company shall conduct an internal investigation to determine the appropriate consequences of the inventory discrepancy and to properly investigate the root cause of the discrepancy so as to minimize the likelihood of a repeated discrepancy of that specific origin.

Employees must follow all policies and procedures for the sale and dispensation of cannabis products, in accordance with 935 CMR 500.140. Company will support employees in anti-diversion efforts as part of its employee orientation program, ongoing training, and creating a culture of transparency and professional integrity.

DIVERSITY PLAN

Statement of Purpose. Chill & Bliss II, LLC (“Chill & Bliss” 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 the Company a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry. The Company hopes to include the local community of Quincy in its outreach. The Company understands the value of diversity and inclusion and intends to align this plan with those goals as the business promotes greater access to the industry which benefits all. The Company recognizes the importance of promoting diversity which is a goal recognized by the Massachusetts state legislature in the Massachusetts Cannabis Act.

The Company’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/ Metrics as stated below, and adjusted as needed if necessary:

GOAL #1

Achieve at least the goals below for our hiring and staffing:

- *Veterans* - 10%
- *People with Disabilities* - 15%
- *LGBTQ+ individuals* - 15%
- *Women* - 50%
- *People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people* - 20%

PROGRAM #1

Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate. Sources utilized will include: *The Patriot Ledger, Quincy Sun, Indeed*, others to be identified as the Company has a greater understanding of the local market and which job postings will be most effective at recruitment from the groups above.

If any sources are not able to publish advertising or are not feasible options due to federal funding restrictions or otherwise, management will identify an alternate job posting of a similar medium (online or print).

MEASUREMENTS/METRICS #1

The Company personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by the Company total staffing at its facility to determine the percentage achieved.

GOAL #2

Enhance workforce diversity by contracting with diverse businesses. The Company 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%*

PROGRAM #2

The Company 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.

The Company seeks 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.

MEASUREMENTS/METRICS #2

The Company 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.

DISCLOSURES

The Company's goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the local newspaper.

The Company acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

The Company 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.

The Company 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.

Plan for Restricting Access to Age 21 and Older

Chill & Bliss II, LLC's ("Chill & Bliss") Quincy, MA marijuana retail facility shall be strictly limited to individuals aged 21 or older who possess a valid, non-expired, government-issued photo identification verifying their age. In accordance with 935 CMR 500.030, all Chill & Bliss employees and agents shall be age 21 or older. Chill & Bliss will require all visitors to present government-issued photo identification to verify that they are 21 years or older in accordance with 935 CMR 500.050(5). Upon entry into the premises of the marijuana establishment by any individual, a trained Chill & Bliss security agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2). Additionally, Chill & Bliss will use an electronic fraud detection scanner on all identifications presented, regardless of the customer's appearance.

In the event that Chill & Bliss discovers that any of its agents intentionally or negligently allowed a person under the age of 21 to enter its facility, the agent will be terminated and the Commission will be notified in accordance with 935 CMR 500.105(1).

Chill & Bliss's advertising, marketing, and labeling practices will comply with 935 CMR 500.105, including the requirements designed to ensure that individuals under 21 years of age do not use marijuana or marijuana products. Chill & Bliss's website will require all online visitors to verify that they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

As required by 935 CMR 500.105(4), Chill & Bliss will not market, advertise, or brand products or materials in any manner that is targeted to, deemed to appeal to or portray minors under the age of 21.

As required by 935 CMR 500.105(6)(b), packaging of any Chill & Bliss product will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

Chill & Bliss will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

Finally, Chill & Bliss will never sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, in accordance with 935 CMR 500.150(1)(b). Similarly, per 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will prominently display a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana."

RECORD KEEPING PROCEDURES

Chill & Bliss II, LLC (“Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Company 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 Company, 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). Company shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

will include at least: 1) job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions; 2) a staffing plan that will demonstrate accessible business hours and safe retailing conditions; 3) personnel policies and procedures; 4) all background check reports obtained in accordance with 935 CMR 500.030; and, finally, 5) a personnel file for each marijuana establishment agent. Chill & Bliss will maintain such personnel files for at least twelve (12) months after termination of the agent’s or employee’s affiliation with Chill & Bliss. Chill & Bliss’s personnel files will include for each agent, at a minimum, the following:

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

6. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
7. Documentation of verification of references;
8. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the agent;
9. 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;
10. Documentation of periodic performance evaluations;
11. A record of any disciplinary action taken; and
12. Notice of completed responsible vendor and eight-hour related duty training.
13. Code of ethics Policy
14. Whistle-blower policy and number
15. Disabilities policy notifying employees of their rights under MA law prevents discriminating and provides for reasonable accommodations under <https://www.mass.gov/service-details/about-employment-rights>

CORPORATE RECORDS: are defined as those records that require, at a minimum, annual reviews, updates, and renewals. These records include:

1. Insurance Coverage Records (including: Directors & Officers Policies, Product Liability Policies; General Liability Policies, Umbrella Policies, Workers Compensation Policies and Employer Professional Liability Policies);
2. Third-Party Contracts;
3. Commission Required Registrations (including: Annual Agent Registration(s) and Annual Marijuana Establishment Registration);
4. Local Compliance Documents (including: Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals and As-Built Drawings); and
5. Corporate Governance Filings (including: Annual Reports and Secretary of State Filings).

BUSINESS RECORDS

As are required by 935 CMR 500.105(9)(e). Chill & Bliss will keep these records in electronic form, of possible, so that Chill & Bliss can efficiently produce the records for inspection by the Commission. Chill & Bliss's business records include: 1) statements of assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Chill & Bliss, including members, if any.

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

Company 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 inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Company 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. Company 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

Company 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. Company will maintain records of all manifests.

INCIDENT REPORTS

Company 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.

Company 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 action taken, and confirmation that the appropriate law enforcement authorities were notified. Company 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 Company 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). Company shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Company 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 Company's security system, Company will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Company will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other

Operating Procedures

Chill & Bliss II, LLC

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 Company's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).