



TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
Fax: (978) 448-1115

Select Board

Rebecca H. Pine, *Chair*
Alison S. Manugian, *Vice Chair*
Peter S. Cunningham, *Clerk*
Joshua A. Degen, *Member*
John F. Reilly, *Member*

Town Manager
Mark W. Haddad

**SELECT BOARD MEETING
MONDAY, DECEMBER 6, 2021
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL**

- 7:00 P.M. **Announcements and Review Agenda for the Public**
- 7:05 P.M. **Public Comment Period**
- I. 7:06 P.M. **Town Manager's Report**
- 1. Town Manager's Explanation of Agenda Items
 - 2. Consider and Approve an Amendment to the Infectious Disease Policy
 - 3. Receive/Review Letters of Interest for Retail Recreational Marijuana Host Community Agreement
 - 4. Update on Fiscal Year 2023 Proposed Operating Budget
 - 5. Update on Select Board Meeting Schedule Through the End of the Year
- II. 7:10 P.M. **Items for Select Board Consideration and Action**
- 1. Update on Destination Groton Committee Applications/Determine Interview Process
- III. 7:15 P.M. **Public Hearing – Continuation - Annual Tax Classification Hearing**

OTHER BUSINESS

ON-GOING ISSUES – Review and Informational Purposes – Brief Comments - Items May or May Not Be Discussed

- A. Water Department – Manganese Issue – PFAS Issue
- B. Green Communities Application and Implementation
- C. Florence Roche Elementary School Construction Project
- D. Bystander Training
- E. Mask Mandate
- F. Electric Car Charging Stations

SELECT BOARD LIAISON REPORTS

- IV. Minutes: Regularly Scheduled Meeting of November 22, 2021

ADJOURNMENT

Votes may be taken at any time during the meeting. The listing of topics that the Chair reasonably anticipates will be discussed at the meeting is not intended as a guarantee of the topics that will be discussed. Not all topics listed may in fact be discussed, and other topics not listed may also be brought up for discussion to the extent permitted by law.



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Town Manager
Mark W. Haddad

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Weekly Agenda Update/Report*

Date: *December 6, 2021*

TOWN MANAGER'S REPORT

1. In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues, there is one item scheduled on Monday's Agenda. The Board needs to conduct the Annual Tax Classification Hearing. We had continued the hearing from your November 22nd meeting. Enclosed with this report is information pertinent to this issue to allow the Board to make a decision.
2. I have updated the Board's Infectious Disease Protocols Policy to reflect the Mandatory COVID-19 vaccination requirement and requiring employees to report a close contact with anyone infected with COVID-19. I have attached a red-lined version of the policy to this report for your review. I would respectfully request that the Board approve this amended Policy at Monday's meeting.
3. We have received five Letters of Interest in response to our Request for Letters of Interest from firms interested in entering into a Host Community Agreement with the Town of Groton for a Recreation Marijuana License. Letters of Interest were received from the following firms:

Noble Manna Farms, Inc.
N.E. Craft Cultivators
BeWell

United Cultivation
The Stories Company

I have attached the letters to this Report for your information. I believe all of these proposals are well done and comply with the Request for Letters of Interest that we issued. I am pleased with the result. I have scheduled time on Monday's Agenda for the Board to discuss how to review these letters of interest and how you will proceed. I have asked Town Counsel for any advice on how to proceed and I will share any recommendation with the Board at Monday's meeting.

4. With regard to the Fiscal Year 2023 Budget, we have completed the reviews with all Departments and Boards. The reviews were excellent and I could not be happier with the performance of our excellent Department Heads. They did a great job presenting their budgets. One issue that the Board needs to discuss is the payment for mental health services to the Interface Council.

Continued on next page – Over >

Select Board
Weekly Agenda Update/Report
December 6, 2021
page two

4. **Continued:**

As you will recall, two years ago, I eliminated funding for the Interface Council (the total cost for the service at that time was \$12,000, which Groton paid \$8,000 and the GDRSD and Town of Dunstable paid \$2,000 each). The Board received concerns from several residents and the Board decided to restore the funding by seeking a reserve fund transfer for the Town's \$8,000 cost. When I developed the FY 22 Budget, I included the \$8,000 in the budget. Last week, I was informed that the new cost of the service has increased from \$12,000 to \$20,000. In addition, I was told that the Town of Dunstable has decided to no longer participate in this program and will not be contributing \$2,000 for the program. The problem will be to meet this year's cost of \$20,000, we will need to come up with an additional \$10,000 in FY 22 and then increase the FY 23 budget. At this time, due to the increase and the fact that Dunstable no longer wants to participate, I am inclined to withdraw from the service due to the increase cost and budgetary increase. However, understanding the concerns raised the last time, I will need a Reserve Transfer of \$10,000 to pay the bill. I am not sure if the School District has the funding necessary to cover the additional cost. I look to the Board for direction. As for the Proposed Budget, the next step in the process is for me and the Finance Team to put together the Final Budget Document by December 31, 2021.

5. Please see the update to the Select Board's Meeting Schedule through the end of the year:

Monday, December 13, 2021	- Consider New Name for Redskin Trail - Update/Discussion – Electric Car Charging - Consider Appointments to Destination Groton Committee
Monday, December 20, 2021	- FY 2023 Budget Update
Monday, December 27, 2021	No Meeting (Holiday)
Monday, January 3, 2022	No Meeting (Holiday)
Monday, January 10, 2022	- Presentation of Town Manger's FY 2023 Proposed Operating Budget

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. For the past month or so, we have advertised for interested citizens to serve on the Destination Groton Committee. The Charge of the Committee calls for a five-member Committee. As of the writing of this report, we have received six Committee Interest Forms from the following individuals: Joan Parker-Roach, Julie Platt, Jeff Gordon, Mairi Elliot, Greg Sheldon, Brenda Perreault. I have enclosed their interest forms with this report for your review. I would like to discuss how the Board wants to determine who/how to appoint this Committee. I look forward to discussing this with the Board in more detail at Monday's meeting.

MWH/rjb
enclosures



**Town of Groton
Tax Classification Hearing
Fiscal Year 2022**

Purpose of the Hearing

To adopt the Town's Tax Policy by allocating or classifying the tax levy among the property types

Action Required by the Selectboard

1. Vote for a single tax rate or consider a shift of the tax levy from the Residential class to the Commercial/Industrial and Personal Property classes.
2. Vote whether to adopt a Residential exemption.
3. Vote whether to adopt a small Commercial exemption.

Property Assessment Review

- Fiscal Year 2022 was a Certification Year for the Assessing Department with the Department of Revenue certifying assessed values on November 23, 2021
- Arms length sales that occurred during Calendar Year 2020 were used to establish the Fiscal Year 2022 Assessment.
- MGL requires that Assessors value properties at a median assessment to sales (ASR) ratio of 90% to 110%.
- For FY22, the Assessors used a median ASR of 97%.

Property Assessment Review (continued)

MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES
BUREAU OF LOCAL ASSESSMENT

Groton

TOWN

Final Statistical Report - Certification - Fiscal Year 2022

Non Time-Trended Sales

Sales Ratio Study for the Period: 1/15/2019 thru 12/31/2020

Class Analyzed	101	102	104	105	111-112	130-132	300's	400's
Parcels	3,237	299	134	11	12	468	90	15
Arms Length Sales	110	25	3	0	0	0	2	0
Total Sales Reported	154	37	14	0	0	18	8	0
AL Sales / TS Reported (%)	71.43	67.57	21.43	0.00	0.00	0.00	25.00	0.00
Arms Length Sales	3.40	8.36	2.24	0.00	0.00	0.00	2.22	0.00
Median Assessment Sales Ratio	0.97	0.97	0.94				1.00	
Average Deviation	5.02	3.19	1.80				5.09	
Coefficient Of Dispersion	5.18	3.29	1.91				5.09	
Average Proposed Assessment	595,746	439,088	554,233				460,600	
Average Sale Price	610,577	457,588	585,000				460,800	
Agg Ratio	0.98	0.96	0.95				1.00	

Note: Low median aggregate ratios (Agg Ratio) may indicate low assessments on the highest valued properties in that class.

Source: DLS LA3 Statistics

Property Assessment Review (continued)

% Change in Average Assessments by Property Type

Property Type	FY21 Average	FY22 Average	% Change
Single Family	\$506,071	\$535,063	5.73%
Condominium	\$281,647	\$318,002	12.91%
Two Family	\$449,915	\$409,566	-8.97%
Commercial	\$678,992	\$716,865	5.14%
Industrial	\$917,120	\$923,208	0.66%
Personal Property	\$294,496	\$351,206	19.26%

Property Assessment Review (continued)

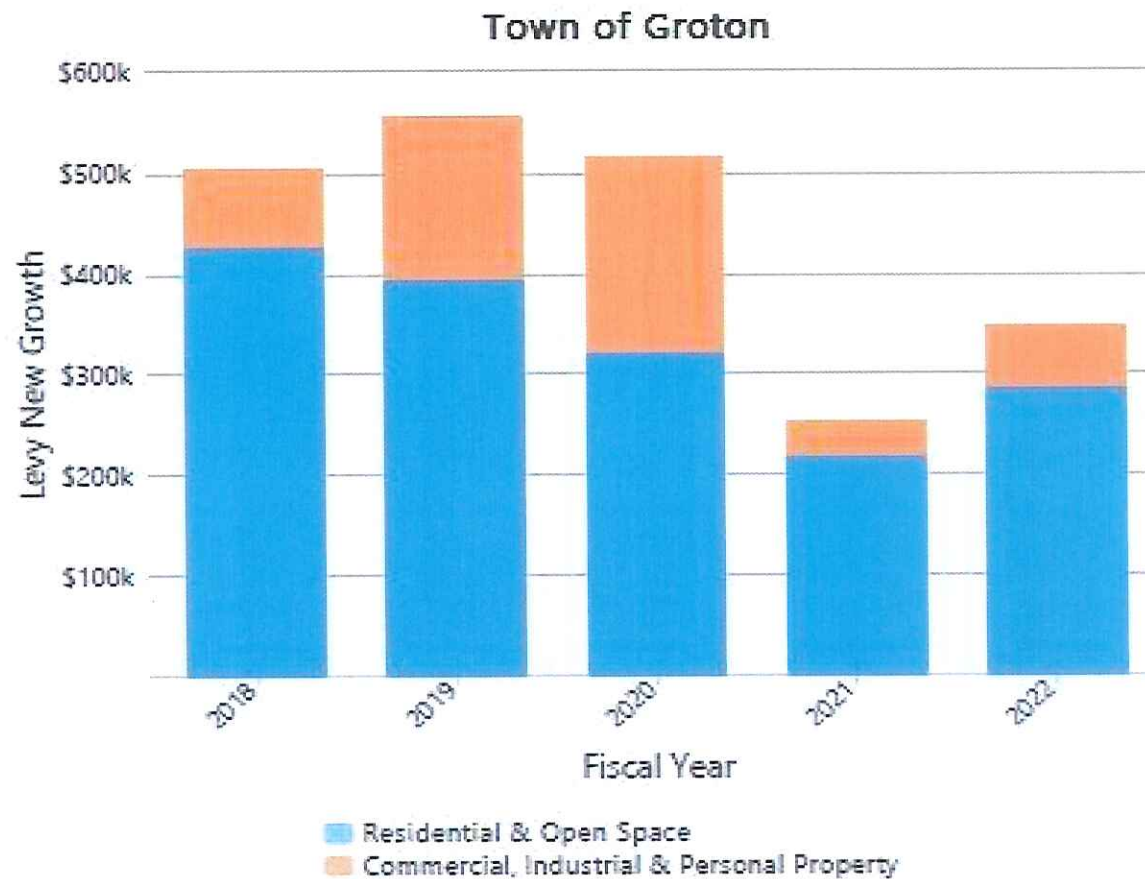
Assessment Date:		1-Jan-20	1-Jan-21							
Property		FY21 Valuation	FY 22 Valuation	\$ Change FY21 to FY22	% Change FY21 to FY22		FY21 %	FY22 %	FY 12 %	
Class							Share	Share	Share	
Class 1 - Residential		1,867,747,460	1,989,265,680	121,518,220	6.51%		94.33	94.26	93.47	
Class 2 - Open Space		0	0	0	0					
R/O Subtotal		1,867,747,460	1,989,265,680	121,518,220	6.51%		94.33	94.26	93.47	
Class 3 - Commercial		75,072,715	80,909,241	5,836,526	7.77%		3.79	3.83	3.98	
Class 4 - Industrial		14,304,000	14,550,700	246,700	1.72%		0.72	0.69	0.84	
Class 5 - Personal Property		22,970,710	25,638,050	2,667,340	11.61%		1.16	1.21	1.71	
C/I/P Subtotal		112,347,425	121,097,991	8,750,566	7.79%		5.67	5.74	6.53	
Total Taxable Assessed Value		1,980,094,885	2,110,363,671	130,268,786	6.58%		100	100	100	

Class 9 -

New Growth

- New Growth is defined by the DOR as a dollar increase in the annual levy limit that reflects additions to the community's tax base since the last fiscal year.
- New Growth was certified on *November 23, 2021* at \$19,751,110 in Assessed Value, or \$347,620 in Tax Levy Growth (based on the FY21 tax rates).

New Growth Value



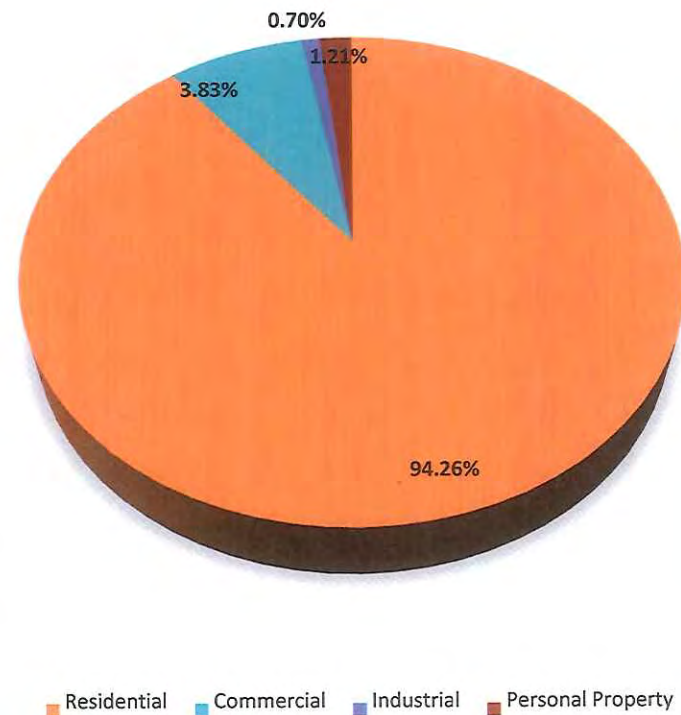
Class Group	2018	2019	2020	2021	2022
Residential & Open Space (RO)	424,678	392,953	320,308	217,954	284,145
Commercial, Industrial & Personal Property (CIP)	80,266	163,352	195,312	36,688	63,475
	504,944	556,305	515,620	254,642	347,620

Source: DOR Databank Reports

Fiscal 2022 Value by Class

Fiscal 2022		
	Value	% of Levy
Residential	\$ 1,989,265,680	94.26%
Commercial	\$ 80,909,241	3.83%
Industrial	\$ 14,550,700	0.70%
Personal Property	\$ 25,638,050	1.21%
Total Value	\$ 2,110,363,671	100.00%

Percentage of Levy



Historical Percent of Levy by Class

Fiscal Year	Residential % of Levy	CIP % of Levy
2018	94.10	5.90
2019	94.26	5.84
2020	94.24	5.76
2021	94.33	5.67
2022	94.26	5.74

How the Tax Rate is Calculated

FY 2022 Property Tax Levy

\$36,277,151

= 0.01719

FY 2022 Town's Taxable Valuation

\$2,110,363,671

or

\$17.19 per thousand dollars of assessed value if a uniform rate is selected tonight

The Full Shift of 1.5% = a \$16.67 residential tax rate and a \$25.79 Commercial/Industrial/Personal Property Tax Rate

Selection of Minimum Residential Factor

- A residential factor of 1 will result in the taxation of all property at the same rate(single tax rate)
- A residential factor of less than 1 increases the share of the levy raised by Commercial, Industrial and Personal Property (CIP) owners and reduces the share paid by the residential property owners (split tax rate).
- The minimum residential factor for the Town of Groton for Fiscal Year 2022 is 96.9561, as determined by the MA Department of Revenue.

Residential Factor /Split Rate

- MGL Ch. 40 § 56 allows a shift of up to 1.5 of the tax burden between the classes of property.
- Adoption of a Residential Factor (RF) of 1.0 results in a single tax rate.
- Adoption of a RF of 96.9561 results in a split tax rate.
- The impact on the Property Class rate is as follows:

CIP Factor	Residential	CIP	Residential	Comm/Indust(CIP)
1.00	\$17.19	\$17.19	\$34,195,459	\$2,081,692
1.25	\$16.93	\$21.49	\$33,675,041	\$2,602,115
1.50	\$16.67	\$25.79	\$33,154,623	\$3,122,538

Source: DLS Options Table

Average Property Examples

Single Tax Rate:

Avg. Single Family House Value =	\$535,100	x	\$17.19/1000	=	\$9,198.37
Avg. Commercial Value =	\$713,900	x	\$17.19/1000	=	\$12,271.94

Split Rate with CIP 125%:

Avg. Single Family House Value =	\$535,100	x	\$16.93/1000	=	\$9,059.24
Avg. Commercial Value =	\$713,900	x	\$21.49/1000	=	\$15,351.71

Split Rate with CIP 150%:

Avg. Single Family House Value =	\$535,100	x	\$16.67/1000	=	\$8,920.12
Avg. Commercial Value =	\$713,900	x	\$25.79/1000	=	\$18,411.48

*Average values are rounded

Historical Recap of Average Single Family Tax Bill

Year	Average Single Family Value	% Value Chang e YOY	Average SingleFamily Tax Bill	\$ Chang eYOY	%Chang eYOY
2013	\$396,483		\$6,681		
2014	\$394,514	-0.50%	\$6,857	\$176	2.63%
2015	\$398,416	0.99%	\$7,279	\$422	6.15%
2016	\$401,426	0.76%	\$7,539	\$260	3.57%
2017	\$428,395	6.72%	\$7,822	\$283	3.75%
2018	\$428,624	0.05%	\$8,002	\$180	2.30%
2019	\$458,228	6.91%	\$8,299	\$297	3.71%
2020	\$498,184	8.72%	\$8,658	\$359	4.33%
2021	\$506,071	1.58%	\$8,907	\$249	2.88%
2022	\$535,100	5.74%	\$9,198	\$291	3.27%

Selection of Open Space Discount

- There are no parcels in Groton currently classified as open space
- Open Space is defined in Massachusetts General Law as:
MGL Chapter 59 Sec 2A(b) "Class two, open-space", Land which is not otherwise classified and which is not taxable under the provisions of chapters sixty-one, sixty-one A or sixty-one B, or taxable under a permanent conservation restriction, and land not held for the production of income but is maintained in an open or natural condition, which contributes significantly to the benefit and enjoyment of the public".
- The open space discount has a maximum discount of 25%.

Residential Exemption

This option must be established early in the year so that residents can apply for the Exemption prior to the setting of the tax rate

- Must be owner-occupied, primary residence to qualify and **must apply annually prior to the Classification Hearing**
- A residential exemption is a redistribution of the tax levy among residential property owners.
- Typically, the intent of the Residential Exemption is to shift the tax burden to rental and vacation properties.
- Only 16 of 351 communities adopt a residential exemption:
 - Barnstable, Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Nantucket, Provincetown, Somerset, Somerville, Tisbury, Truro, Waltham, Watertown, Wellfleet

Granting a Small Commercial Exemption

- The Selectboard may adopt a small commercial exemption.
- This exemption is for commercial parcels (property class three) occupied by businesses with an average annual employment of not more than ten people during the previous calendar year and with assessed values of less than one million dollars.
- The intent of the exemption is to give a tax reduction to small commercial property owners at the expense of the larger commercial and industrial parcels.
- The Board can choose an exemption that reduces the taxable valuation of each eligible parcel by a percentage of up to 10%.

Classification Vote Summary

1. Selection of a Minimum Residential Factor

- A Factor of 1 yields a single rate and would result in a \$17.19 rate.

2. Vote on whether to adopt a Residential Exemption

- With a low number of non-owner occupied properties, this shifts a portion of the residential levy from lower-valued residential properties to higher valued properties.
- Only 16 communities in the Commonwealth have a Residential Exemption.

3. Vote on whether to adopt a Small Commercial Exemption

- This exemption is for commercial properties valued under \$1 million and occupied by business(s) with less than ten employees.
- This exemption benefits property owners, typically not small business tenants.
- This shifts up to 10% of the value of those properties to other commercial and industrial properties



SELECT BOARD POLICY

Policy Category:	Human Resources
Policy Number:	HR – 2020 - 1
Latest Revision Date:	March 15, 2021 April 12, 2021 <u>November 30, 2021</u>

POLICY NAME: Infectious Disease Protocols Policy

I. Purpose and Scope

The purpose of this policy is for the Town of Groton to be prepared to implement workplace measures to protect employees and ensure business continuity in dealing with the Coronavirus (COVID-19). The health and wellbeing of our employees and the public we serve is our utmost priority.

II. Applicability

The below protocols apply to all Town personnel, including paid part-time and full-time, temporary, seasonal, detail, call, stipend, and contract employees, and all board or committee members, both elected and appointed (hereinafter “employees”).

III. Town Protocols to Prevent Spread of COVID-19 Between and Among Town Employees

A., Mandatory Vaccinations

All paid employees of the Town of Groton must be vaccinated for COVID-19. Proof of vaccination must be provided to the HIPA Officer (Human Resources Director). For the purposes of this mandatory vaccination, people are considered fully vaccinated for COVID-19 ≥2 weeks after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or ≥2 weeks after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). The only exception to this Order are employees with a medical exemption. A doctor's note must be provided to the HIPA Officer stating the reason as to why an employee cannot receive the COVID-19 Vaccine. Religious exemptions will not be accepted.



SELECT BOARD POLICY

AB. Sick employees should stay home.

- Boards, Committees, Department Heads and Supervisors should advise their employees to be alert to any signs or symptoms associated with COVID-19, including respiratory symptoms (coughing, sneezing, shortness of breath) and/or a temperature above 100.4 F. Anyone experiencing flu-like symptoms should notify their Department Head and stay home if they are ill or becoming ill.
- Employees who have been diagnosed with COVID-19 are prohibited from reporting to work. Prior to returning to work, an employee will be required to provide a doctors' note from their physician certifying that they are medically cleared to return to work.
- Employees who are not exhibiting symptoms but who have had close contact (see definition below) with a person diagnosed with COVID-19 will need to contact their Department Head, Town Manager, or Human Resources Director immediately. Fully vaccinated employees should stay home for 5 days and be tested on the 5th day. If the test is negative, they can return to work with a copy of the negative result that will be given to Human Resources for the personnel file. ~~be required to self-quarantine themselves for 14 days from contact with someone that has been diagnosed with COVID. Self-quarantine is defined as separation of a person or group of people reasonably believed to have been exposed to a communicable disease but not yet symptomatic, from others who have not been so exposed, to prevent the possible spread of the communicable disease. An employee will be required to provide a satisfactory physician's note before returning to work. An employee ordered to self-quarantine by the Town will be placed on a paid administrative leave status for the quarantine period. If the employee tests positive for COVID-19, however, their status will be changed to sick leave pending their return to work. A close contact is contact through proximity and duration of exposure: Someone who was less than 6 feet away from infected person (laboratory-confirmed or a clinical diagnosis) for a cumulative total of 15 minutes or more over a 24-hour period.~~
- Employees who have received a full dosing of COVID-19 vaccine shall not be required to quarantine unless they become symptomatic.
- Employees with accrued, unused sick leave benefits will continue to receive their regular compensation during the period of their absence until sick leave benefits are exhausted, or they are cleared to return to work, whichever occurs first. Employees without accrued, unused sick leave may use accrued vacation leave and/or personal leave to receive compensation during their absence, at their discretion.



SELECT BOARD POLICY

B. Sick employees who report to work will be directed to go home.

- Employees are not to come to work if they exhibit COVID-19-like symptoms. COVID-19 is highly contagious through direct person-to-person contact. Any Town employee, official, or volunteer exhibiting symptoms of COVID-19 upon arrival or becoming ill during the day shall be promptly separated from other workers and be sent home. An employee will need to check in with their Department Head to update their status and be cleared by a doctor to return to work. Please be advised that we as an employer, are aware of the provisions of the Americans with Disabilities Act and Family Medical Leave Act.

C. Travel

- The Town of Groton will not restrict personal travel, however if you plan to travel domestically or internationally, we ask that you please let your Department Head know in advance. It is not mandatory for you to disclose this information, but would assist in reducing the risk of infection and transmission.
- If you travel to any foreign country or restricted State, you will be required to stay home for a minimum period of 10 days after you return home to ensure that you are not carrying the COVID-19 virus. Your accrued, unused sick and/or vacation leave benefits will be charged during your period of quarantine.
- In Lieu of this, employees can begin quarantine and take a COVID test on day 5 after return. Once a negative test result is obtained, the employee can return to work with self-monitoring.

D. Vaccinated Employees

- Employees that have received their full dosing of a COVID-19 vaccine shall be able to return to work immediately upon return from any travel. They will be required to self-monitor for a period of ten (10) days.
- For the purposes of this guidance, people are considered fully vaccinated for COVID-19 ≥ 2 weeks after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or ≥ 2 weeks after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).
- Fully vaccinated people can:
 - Visit with other fully vaccinated people indoors without wearing masks or physical distancing



SELECT BOARD POLICY

- Visit with unvaccinated people from a single household who are at low risk for severe COVID-19 disease indoors without wearing masks or physical distancing
- Refrain from quarantine following a known exposure if asymptomatic

E. Health and Safety Reminders

- Employees and volunteers are encouraged to wash their hands often with antibacterial soap and water or use an alcohol-based hand cleaner, especially after coughing or sneezing.;
- Avoid close contact with people who appear unwell and have a fever and/or cough;
- Cover your mouth and nose with a tissue;
- Avoid touching your eyes, nose, and mouth; and
- Stay home if you are sick.
- Maintain 6 feet separation distance from others
- Do not shake hands

F. Clean surfaces and items that are more likely to have frequent hand contact.

- Employees and volunteers are encouraged to frequently clean all commonly touched surfaces in the workplace, such as workstations, countertops, and doorknobs with disinfectant.

G. Working From Home

- The Town of Groton may consider temporary work arrangements and flexible schedules. This will be determined by the Town Manager and the Department Head on a case-by-case basis. If it is determined that an employee is allowed to work from home, they will not have to use any sick or vacation time, unless they are unable to fulfill their hours.



SELECT BOARD POLICY

III. Resources

We recognize these are very stressful times. The Employee Assistance Program (EAP) is available for you to get help to deal with any concerns regarding your health and well-being. This is free of charge and a confidential program for you and your family. Below are the links that are available:

Employee Assistance Program:

<https://www.emiia.org/well-aware/4/view-service-program>

Mass.gov

<https://www.mass.gov/resource/information-on-the-outbreak-of-coronavirus-disease-2019-covid-19>

Centers for Disease Control and Prevention

www.cdc.gov/coronavirus/2019-ncov/about/index.html

BeWell



BeWell Organic Medicine, Inc.
92 Bolt St.
Lowell, MA 01852

November 30, 2021

Mr. Mark Haddad
Town Manager
Town of Groton
mhaddad@grotonma.gov

SUBJECT: Letter of Interest, Adult Use Recreational Marijuana

Dear Mr. Haddad,

Thank you for the opportunity to be considered as a candidate for operating an Adult Use Recreational Marijuana Establishment in the Town of Groton. BeWell Organic Medicine is a duly licensed Medical Marijuana cultivator and retailer in Massachusetts, in operation successfully since 2019. The company is in the application process with the CCC for Adult Use Cultivation and Processing licenses.

Our headquarters in Lowell is a short drive from Groton, uniquely positioning BeWell to work effectively with the Town and to closely manage a Marijuana Establishment in Groton. We operate our cultivation facility in Lowell, and a Medical Dispensary in Merrimac, and suggest that the experience of the BeWell team in running a retail cannabis store, and our ability to ensure product inventory as a successful cultivator makes this Letter of Interest worthy of the Town's consideration.

BeWell is in negotiation with several landowners of locations that comply with the Town's zoning requirements. We expect that agreement securing one of those locations can be reached in the near future. The short time frame between the Town's October Town Meeting approving an Adult Marijuana Establishment and today's deadline for Letters of Interest, combined with the Thanksgiving holiday has challenged our ability to finalize that agreement.

In light of the Town's interest in selecting the best candidate for a long-term relationship with Groton, we respectfully ask you and the Town to consider this application and accept an amended Letter of Interest with appropriate documentation of the proposed address in the near future.

The entire BeWell team and I appreciate your consideration.

Sincerely,

/s/
Lars Vaule
President & Interim CEO
BeWell Organic Medicine, Inc.

BeWell Adult Use Recreational Marijuana Establishment Plan

2. Required Supporting Documentation

- a. Documentation that the entity applying for the Marijuana Establishment license with the CCC is registered to do business in Massachusetts.

Please see attached *Exhibit 2a Statement of Updated Officers.pdf*

- b. Certificate of Good Standing

Please see attached *Exhibit 2b Certificate of Good Standing.pdf*

- c. Persons with Direct or Indirect Control

Lars Vaule, President & Interim CEO (50% Control)
Anthony Banks, Chairman (10% control)
Paul Hearn, Director (10% control)
Arthur Napolitano, Director (10% control)
Charles Saba, Director (10% control)
George Zalucki, Director (10% control)

- d. Capital Resources

BeWell is well capitalized, and shareholders are prepared to provide additional resources to support expansion should this application move forward.

Please see attached *Exhibit 2d Eastern Bank Balance.pdf*

- e. Documentation of the proposed address (TBD)

BeWell is in negotiation with several landowners of locations that comply with the Town's zoning requirements. We expect that agreement securing one of those locations can be reached in the near future. The short time frame between the Town's October Town Meeting approving an Adult Marijuana Establishment and today's deadline for Letters of Interest, combined with the Thanksgiving holiday has challenged our ability to finalize that agreement.

In light of the Town's interest in selecting the best candidate for a long-term relationship with Groton, we respectfully ask you and the Town to consider this application and accept an amended Letter of Interest with appropriate documentation of the proposed address in the near future.

- f. Evidence of zoning compliance

While BeWell works to secure a suitable location in Groton for its proposed adult-use marijuana establishment, it has reviewed the Town's applicable zoning bylaws in order to have a complete understanding of the Town's requirements for the siting of a retail establishment. §218-10.4 and 5.2 of the Town of Groton's Zoning bylaws contain the applicable use schedule and buffer requirements for marijuana establishments in Groton. Any property we identify will be evaluated to ensure that it

meets the zoning bylaws. Said property will be at least 500 feet from any junior college, college, licensed daycare, church, library, park, playground, or other marijuana establishment. The property will also be at least 500 feet from any preexisting K-12 public or private school pursuant to Subsection b(3) of Section 5 of Chapter 94G of the General Laws. This comprehensive understanding of the applicable laws and regulations will aide BeWell in identifying the perfect location for its proposed marijuana establishment.

3. Management and Operations Profile

a. Timeline for achieving operation of the Marijuana Establishment

<i>November 2021</i>	BeWell submits a response to Groton's Request for Letters of Interest.
<i>December</i>	BeWell secures location
<i>January 2022</i>	BeWell begins negotiating a Host Community Agreement with the Town of Groton.
<i>February</i>	BeWell submits an adult use application to the Cannabis Control Commission ("CCC") seeking approval for Marijuana Establishment license for Retail in Groton.
<i>May</i>	BeWell receives Provisional License from the CCC for the Marijuana Retail Establishment to be located in Groton.
<i>June</i>	BeWell submits Architectural Review and begins build out of the Marijuana Retail Establishment in Groton.
<i>July</i>	<i>Hire store manager?</i>
<i>August</i>	BeWell completes inspections required by the CCC. BeWell hires and trains the required employees needed to staff the adult-use retail facility in Groton.
<i>September 2022</i>	BeWell receives Final License from the CCC for the Marijuana Retail Establishment located in Groton. BeWell receives approval to Commence Operations from the CCC to begin adult-use retail operations in Groton.

b. Demonstration of the ME's plan to obtain liability insurance policy

BeWell will extend its existing liability insurance coverage for a Groton Marijuana Establishment.

Please see attached *Exhibit 3b Insurance Coverage.pdf*

c. BeWell Operating Policies

i. Security

BeWell Organic Medicine, Inc.'s ("BeWell") security plan is to protect the premises, provide a safe environment for consumers, staff, visitors and the general public, and to deter and prevent theft and diversion of product. BeWell recognizes and prepares for both internal and external security threats, all employees will go through security training. Security plans will be reviewed and amended as needed. Violation of security policies by BeWell agents and employees is grounds for immediate dismissal.

Pursuant to 935 CMR 500.110(1)(a)-(q), BeWell will implement sufficient safety measures to prevent unauthorized entrance into the BeWell facility and theft of marijuana from occurring. These security measures include, but are not limited to: properly identifying individuals entering the BeWell facility to limit access to those 21 years or older; preventing loitering; properly disposing of marijuana products; securing entrances and establishing limited access areas for authorized personnel; ensuring proper storage of marijuana and marijuana products; keeping locks in good condition and preventing keys to said locks from being accessible to unauthorized individuals; ensuring property lighting of the exterior of the BeWell facility; keeping marijuana products out of plain site; developing emergency procedures; and sharing BeWell's security plan and procedures and relevant updates with law enforcement and fire services. The exterior of BeWell's facility shall be sufficiently lit to facilitate surveillance where applicable pursuant to 935 CMR 500.110(1)(k). If BeWell identifies alternate security provisions that might be regarded as adequate substitutes for any security requirements, BeWell will submit a request for acceptance of these provisions pursuant to 935 CMR 500.110(2).

BeWell will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by BeWell employees while at the facility or engaged in transportation. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the BeWell facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to BeWell upon exit. All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by BeWell, agents of the Commission, state and local law enforcement and emergency personnel. All BeWell employees will visibly display an employee identification badge issued by BeWell at all times while BeWell's Marijuana Establishments or transporting marijuana.

All finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss, pursuant to 935 CMR 500.110(1)(f). All safes, vaults, or areas used for marijuana will remain securely locked and protected from entry, except for the actual time required to remove or replace marijuana in compliance with 935 CMR 500.110(1)(g). Additionally, BeWell will prohibit keys, if any, from being left in the locks or stored or place in a location accessible to persons other than specifically authorized personnel. BeWell will also ensure that that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft.

Pursuant to 935 CMR 500.105(12)(b), all liquid waste containing marijuana or marijuana byproducts shall be disposed of in compliance with all applicable state and federal requirements. Any remaining marijuana waste shall be ground and mixed with other organic materials, as defined in 301 CMR 16.02 and in accordance with 935 CMR 500.105(12)(c)(2.b). Solid waste containing cannabis waste generated at our Marijuana Establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purpose, in compliance with 935 CMR 500.105(12)(c). A minimum of two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12).

In accordance with 935 CMR 500.110(5), BeWell will have a security system to prevent and detect diversion, theft or loss of marijuana. Pursuant to 935 CMR 500.110(5)(a)-(g), BeWell's security system shall include, but is not limited to: perimeter alarms; a failure notification system that

provides notification of any failure in the surveillance system within five minutes after failure via telephone, email or text message; duress alarm; video cameras in all areas containing marijuana, all points of entry and exit, and in the parking lot; 24-hour recordings that are retained for at least 90 days, contain a date and time stamp and can be exported as still images; and the ability to remain operational during power outages. BeWell shall have video cameras directed at all safes, vaults, and sales areas. All cameras shall be angled to identify any person entering or exiting the establishment pursuant to 935 CMR 500.110(5)(a)(4). Additionally, the security system will be maintained in secure locations with a back-up alarm system provided by a company different than that provided by our primary system. Access to said systems will be limited to personnel essential to security operations, law enforcement, the security company and the Commission. All equipment shall be in good working order at all times and shall be inspected at least every 30 calendar days. All equipment shall be in good working order at all times. Access to combination numbers, passwords, or biometric security systems will be restricted to authorized personnel only. All trees, bushes, and other foliage outside the establishment shall be maintained to prevent persons from concealing themselves from sight pursuant to 935 CMR 500.110(5)(g).

In accordance with 935 CMR 500.110(7)(a)(1), an on-site secure locked safe or vault used exclusively for the purpose of securing cash shall be maintained. Video cameras shall be positioned to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities. BeWell shall have a written process for security cash and ensuring transfers of deposits to its financial intuitions pursuant to 935 CMR 500.110(7)(a)(3). BeWell shall use an armored transport provider that is licensed pursuant to M.G.L. c. 147 §25 and has been approved by the financial institution or DOR facility. BeWell shall ensure the use of a locked bag for the transportation of cash from its facility to a financial institution or DOR facility if approved for an alternative safety measure. Transportation of cash shall be conducted in an unmarked vehicle if approved for an alternative safety measure. If this alternative safety measure is utilized to transport cash, BeWell shall adhere to the following safety measures: two marijuana establishment agents shall be present with the vehicle at all times; the vehicle shall be equipped with real-time GPS tracking, the vehicle shall have a two-way communication with the BeWell facility; marijuana or marijuana products will be prohibited from being transported at the same time as cash is being transported for deposit; and BeWell shall see approval of the alternative safeguard by the financial institution or DOR facility.

Any incident occurring at the BeWell facility that is a breach of security shall be immediately reported within 24 hours to law enforcement and the Commission, pursuant to 935 CMR 500.110(9). Breaches include but are not limited to discovery of discrepancies of inventory; diversion, theft or loss of product; criminal action involving the BeWell facility; unauthorized destruction of marijuana or suspicious acts involving said marijuana; loss or alteration of records; and alarm activation or failure of the security system. Incident reports shall be submitted to the Commission within 10 days of the occurrence of the act and documentation of the incident will be maintained for at least one year or throughout the duration of any related investigation.

BeWell will annually obtain a security system audit by a vendor approved by the Commission and at BeWell's expense, pursuant to 935 CMR 500.110(10). BeWell will submit said report within 30 days after the audit is completed and, if areas of concerns are identified, BeWell will submit a mitigation plan to address the issue.

ii. Personnel policies

It is BeWell Organic Medicine, Inc.'s ("BeWell") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. BeWell will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

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, determined by BeWell to be involved in discriminatory practices are subject to disciplinary action and may be terminated. BeWell 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(2), all current owners, managers and employees of BeWell 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. BeWell will maintain records of responsible vendor training compliance, 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; and key state and local laws.

BeWell will maintain records of compliance with all training requirements pursuant to 935 CMR 500.105(2). The records will be maintained for four years and BeWell will make the records available for inspection upon request. All of our employees who are agents will receive the training required for each license under which the agent is registered, including, without limitation, with respect to privacy and confidentiality requirements, which may result in instances that would require such an agent to participate in more than 8 hours of training.

All BeWell policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(i) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(k). BeWell will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(l). BeWell will enforce a policy for the immediate dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to a minor according to 935 CMR 105(1)(m).

All BeWell 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 marijuana establishment agents will complete a training course administered by BeWell 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).

iii. Prevention of diversion

BeWell Organic Medicine, Inc. ("BeWell") anti-diversion procedures includes 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. BeWell has established a work environment that values employees and that fosters a culture of responsibility to mitigate risk and create a safe work environment. Pursuant to 935 CMR 500.105(1)(l), BeWell's Written Operating Procedures will include a policy for the immediate dismissal of any marijuana establishment agent who has diverted marijuana.

Continual supply chain risk assessments will be performed to reduce vulnerability and ensure continuity. Any discrepancies identified in inventory shall immediately be recorded and investigated to the cause. Pursuant to 935 CMR 105(13)(b), any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Commission and law enforcement authorities. In addition, discrepancies shall be recorded and reported according to BeWell's incident response plan.

Upon entry into the premise of BeWell by an individual, a BeWell agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. Pursuant to 935 CMR 500.140(4)(a) BeWell will refuse to sell marijuana to any consumer who is unable to produce a valid form of identification.

BeWell reserves the right to refuse to sell marijuana products to a consumer if, in the opinion of the BeWell agent based on the information available to said agent at that time, the consumer or the public would be placed at risk, in accordance with 935 CMR 500.140(4)(b).

In accordance with 935 CMR 500.140(4), all on site transactions are limited to one ounce of marijuana to a customer per transaction. Random and routine monitoring and surveillance cameras shall be performed by security personnel.

In accordance with 935 CMR 500.110(5), BeWell will have a security system to prevent and detect diversion, theft or loss of marijuana. Pursuant to 935 CMR 500.110(5)(a)-(f), BeWell's security system shall include, but is not limited to: perimeter alarms; failure notification system; duress alarm; video cameras in all areas containing marijuana; 24-hour recordings that are retained for at least 90 days, contain a date and time stamp and can be exported as still images; and the ability to remain operational during power outages. Additionally, the security system will be maintained in secure locations with a back-up alarm system provided by a company different than that provided by our primary system. Access to said systems will be limited to personnel essential to security operations, law enforcement, the security company and the Commission. All equipment shall be in good working order at all times.

Any incident occurring at the BeWell facility that is a breach of security shall be immediately reported within 24 hours to law enforcement and the Commission, pursuant to 935 CMR 500.110(9). Breaches include but are not limited to: discovery of discrepancies of inventory; diversion, theft or loss of product; criminal action involving the BeWell facility; unauthorized destruction of marijuana or suspicious acts involving said marijuana; loss or alteration of records; and alarm activation or failure of the security system. Incident reports shall be submitted to the Commission within 10 days of the occurrence of the act and documentation of the incident will be maintained for at least one year or throughout the duration of any related investigation.

BeWell will annually obtain a security system audit by a vendor approved by the Commission and at BeWell's expense, pursuant to 935 CMR 500.110(10). BeWell will submit said report within 30 days after the audit is completed and, if areas of concerns are identified, BeWell will submit a mitigation plan to address the issue.

Inventories will be highly restricted, secured, and surveilled areas with posted limited access. Only managers shall have security designations to access stored inventory. Monthly inventory checks in compliance with 935 CMR 500.105(8)(c)(2) will be conducted. A dispensary agent's inventory shall remained locked and accessible only to that agent and a manager. The manager shall conduct routine and random auditing of dispensary agents inventory. 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).

Pursuant to 935 CMR 500.105(11)(a)-(e), BeWell will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. BeWell 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. BeWell 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 BeWell storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

BeWell storage policy dictates that product may only be stored in areas under video surveillance. Only authorized marijuana establishment agents have access to product storage areas, product storage keys, and or access cards. Storage rooms must remain locked at all times except times needed to transfer product. Marijuana establishment agents in product rooms without authorization, or good reason, will be terminated. All product must be returned to storage at the end of processing work orders, or at the end of the business. For processing that takes more than one day, processing area and product must be locked inside an area with adequate security.

All finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss, pursuant to 935 CMR 500.110(1)(f). Additionally, BeWell will prohibit keys, if any, from being left in the locks or stored or place in a location accessible to persons other than specifically authorized personnel. BeWell will also ensure that that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft.

Pursuant to 935 CMR 500.105(12)(b), all liquid waste containing marijuana or marijuana byproducts shall be disposed of in compliance with all applicable state and federal requirements. Any remaining marijuana waste shall be ground and mixed with other organic materials, as defined in 301 CMR 16.02 and in accordance with 935 CMR 500.105(12)(c)(2.b). Solid waste containing cannabis waste generated at our Marijuana Establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purpose, in compliance with 935 CMR 500.105(12)(c). A minimum of two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12).

Pursuant to 935 CMR 500.105(13)(d), BeWell will transport marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. If BeWell plans to transport marijuana products to multiple other establishments in the future, it will seek the Commission's permission to adopt reasonable alternative safeguards.

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 product is accounted for, it shall be stored in the locked and secured and monitored safe room.

In case of loss inventory discrepancies discovered by any employee shall be reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and law enforcement authorities in accordance 935 CMR 500.105(13)(b). An internal investigation to determine the outcome of the inventory discrepancy will also be conducted.

iv. Cannabis storage

Pursuant to 935 CMR 500.105(11)(a)-(e), BeWell Organic Medicine, Inc. ("BeWell") will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. BeWell 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. BeWell 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 BeWell storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

BeWell storage policy dictates that product may only be stored in areas under video surveillance. Only authorized marijuana establishment agents have access to product storage areas, product storage keys, and or access cards. Storage rooms must remain locked at all times except times needed to transfer product. Marijuana establishment agents in product rooms without authorization, or good reason, will be terminated. All product must be returned to storage at the end of the business day.

Pursuant to 935 CMR 500.105(13)(d), BeWell will transport marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. If BeWell plans to transport marijuana products to multiple other establishments in the future, it will seek the Commission's permission to adopt reasonable alternative safeguards.

v. Record keeping

BeWell Organic Medicine, Inc. ("BeWell") records will be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). The records will be maintained 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).

BeWell will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. BeWell will ensure that at least 2 Marijuana Establishment Agents witness

and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, BeWell will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. BeWell will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, 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 BeWell, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of BeWell and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of BeWell will be available for inspection by the Commission upon request. BeWell's records will be maintained in accordance with generally accepted accounting principles. BeWell will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

d. Qualifications of Close Associates

Lars Vaule joined BeWell in April, 2021 as President and Interim CEO. Born and raised in Massachusetts, he is an experienced executive in the cannabis and apparel/footwear industries. Mr. Vaule brings leadership in both operational excellence and marketing to BeWell. He has worked in the cannabis sector as an advisor to early stage licensees, and as COO for TILT Holdings. At TILT, Mr. Vaule oversaw 160 employees in cannabis cultivation, manufacturing, retail, and wholesale. He managed TILT's \$50MM capex initiative, drove retail sales 2.5X at the Commonwealth Alternative Care subsidiary in Massachusetts, and raised quarterly gross margins from \$8MM to \$26MM.

Prior to entering the cannabis industry, Lars ran a manufacturing turnaround with over 400 employees in four countries, and brings diverse general management experience in apparel and software. He received his MBA from Stanford and his AB from Harvard.

e. Certification of Suitability

BeWell certifies that no person having Direct or Indirect Control of the proposed Marijuana Establishment has committed any offense that would result in a Presumptive Negative Suitability Determination 935 CMR 500.802 Tables B-D.

f. Disclosure of ownership interest in other MEs

In addition to this submission to the Town of Groton, BeWell Organic Medicine, Inc. ("BeWell") holds a Medical Marijuana Treatment Center license with the Cannabis Control Commission.

Therefore, the individuals listed below have been named on that license and disclosed to the Cannabis Control Commission:

NAME	MEDICAL MARIJUANA TREATMENT CENTER LICENSE (Lowell/Merrimac)
Lars Vaule President & Interim CEO	X
Anthony Banks Chair of the Board of Directors	X
Paul Hearn Director	X
Arthur Napolitano Director	X
Charles Saba Director	X
George Zalucki Director	X

g. Training plans for employees

Please see attached BeWell's internal Employee Training guide, and our Responsible Vendor Employee Training syllabus to comply with Cannabis Control Commission training requirements.

4. Plan for Positive Community Impacts

a. Proposed hours of operation

BeWell would plan on operating from 11:00 AM to 8:00 PM, seven days per week.

b. Proposal for ensuring the protection of public health

BeWell's proposed marijuana establishment will be a retail only site which would have product delivered from duly licensed wholesale sellers of marijuana and marijuana products. No processing operations will take place at BeWell's proposed location. All marijuana and marijuana products sold at BeWell's retail location will comply with all testing requirements required by the Cannabis Control Commission ("CCC"). Pursuant to 935 CMR 500.140(7) no marijuana product including marijuana may be sold or otherwise marketed for adult-use that has not first been tested by an Independent Testing Laboratory. Only products that are deemed to comply with the standards outlined in 935

CMR 500.160 will be sold at BeWell's establishment. All products will be compliant with the dosing limitations required by the CCC.

All marijuana and marijuana products at the Groton site will arrive and be sold in sealed, child-resistant packaging per the requirements of 935 CMR 500.105(6)(a). All employees will be trained in the proper handling of packaged marijuana and marijuana products. Pursuant to 935 CMR 500.301, BeWell can expect numerous planned and unplanned inspections to be carried out by the CCC to ensure our compliance with all applicable laws, rules, and regulations under the purview of the Commission. BeWell will comply with all reviews and requests of the CCC relative to inspection and compliance. BeWell can also expect the Commission to conduct a Secret Shopper Program outlined in 935 CMR 500.303 which will ensure all retail products are compliant with laboratory testing standards and marijuana establishment agents are fully compliant with all retail protocols and procedures such as identification check requirements. All of these efforts will ensure the public health and safety of BeWell's consumers and the general public.

c. Proposal demonstrating municipal benefits

Through discussion with Groton residents, BeWell has identified the Community Children's Fund, under the Town of Groton Commissioners of Trust Funds, as a charitable organization it would like to support. We anticipate annual donations to the Fund.

5. Host Community Agreement

a. Proposed terms

Like other businesses in Groton, BeWell is committed to being an integral member of the community. We anticipate that our retail establishments will result in the creation of numerous full-time, year-round jobs. All of these jobs will be available to Groton residents and BeWell intends to prioritize the hiring of local residents when building out its workforce for its new retail establishment. BeWell hopes to include this commitment to prioritizing the hiring of local Groton residents in the Host Community Agreement ("HCA") between BeWell and the Town.

An integral part of the HCA is the community impact fee. M.G.L. Ch. 94G §3 as amended by Chapter 55 of the Acts of 2017 states that the community impact fee "shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment." Based upon BeWell's extensive experience in the cannabis industry, we expect the community impact fee to generate at least \$150,000 annually for the Town of Groton. In addition, another \$150,000 annually will be generated by the excise tax levied upon marijuana establishment sales and dispersed by the Commonwealth directly to the Town. In total, the Town can expect roughly \$300,000 annually in new revenue from BeWell's retail establishment alone.

In addition to the monetary benefits BeWell will provide the Town in the HCA, we hope to identify other community initiatives that we can sponsor and support. BeWell wishes to be an active member of the business community by supporting local and community-center charitable efforts on an ongoing basis.

beWell Dispensary Training for all Team Members

Welcome to beWell

- beWell's Mission, Vision, Culture Core Values
- Medical Cannabis Documentary
 - <https://topdocumentaryfilms.com/medicinal-cannabis/>

What is Compliance?

Compliance is the process of making sure your company and employees follow the laws, regulations, standards, and ethical practices that apply to your organization. In addition, we will cover both internal policies and required federal, state, and local laws.

General Policies & Procedures

- Team Member Onboarding/ Review Job Description/ Rate of Wages
- beWell Handbook/PowerPoint Presentation
- All MTC Agent receives a five-hour Responsible Vendor Training presented by beWell's Partner Quality Control Analytic
- Dispensary Hours of Operations
- Staff Scheduling
- Time-Off; Holidays, Personal, Sick, Vacation

Anti-Discrimination Policies

- Discrimination
- Intent vs. Perception
- Sexual Harassment
- Sexual Orientation & Gender Identity Harassment
- Inclusion & Diversity
- Whistle Blower Act
- Code of Ethics
- Retaliation
- American Disabilities Act (ADA)
- Service Animals

Core Values

- Integrity, Accountability, Passion/Enthusiasm, Perseverance & Curiosity

Workplace Safety

- COVID-19 Mitigation Plan
- Vaccination Policy
- Emergency Plan
- Security Plan

- Prevention Sales and Diversion to Minors
- Counterfeit
- Robbery
- Diversion

Patient, Caregivers Relations

- Confidentiality/Privacy and Security Awareness
- HIPPA
- Protected Health Information (PHI)

Product Knowledge

- Leafly Training Cannabis 101: <https://www.leaflylearn.com/redeem/314777>
- Leafly Database
- beWell Product Training (Cannabis & Noncannabis)

Technology

- IT Support - Vertikal6
- Massachusetts Cannabis Information Portal (MA CIP)
- METRC
- LeafLogix Point of Sale (POS)
- Product Promotions & Discounts
- Online Orders
 - Weedmaps
 - DataOwl
 - Leafly

Patient & Caregiver Services

- beWell Patient Handbook
- Patient Request for Consultation
- Compassionate Care Discount Program
- Interpretation Services

Verification of Qualified Registered Patients & Caregivers Requirements

- Massachusetts Medical Marijuana Card
- Valid Forms of ID: MA Driver's License, MA ID Card, U.S. Passport, U.S. Military ID
- Patient, Caregiver, ID Check Points
 - 1. Entrance/Security**
 - 2. Qualified Registered Patient & Caregiver Lookup**
 - First beWell Visit
 - Massachusetts Cannabis Industry Portal (Mass CIP)
 - <https://mtc.massciportal.com>

- Patient Allotment Availability
- Financial Hardship
- Discount Amount (1st Time, Veteran, Senior, etc.)

3. Relationship Manager/ Dispensing

Patient Orders

- Pick Products
- Apply Discount
- METRC
- LeafLogix
- Scanning Product
- Checking Product **TWICE, THREE TIMES** and Put Products in Bag and Staple Close
- Receipt
- Voids

Cashing Out

- Cash Payment
- Debit Payment
- Change, (no more than \$5.00)
- End of Transaction (Confirm Authorization Number for DEBIT)
- Staple Bag with Receipt & Patient Leaves

Product Returns

- Return Policy
- Return Receipt of Marijuana Products Form
- Accept **ONLY** products that are Unused, Unopened, Contaminated, Recall
- Sealed Plastic Bag
- Transport to Quarantine

Cash Handling Procedures

- Count Drawer, Beginning Shift & End of Shift
- Make Deposit
- Close Out Register

Receiving Transfers

- Manager
- Check Product Inventory into METRC



The Commonwealth of Massachusetts William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: BEWELL ORGANIC MEDICINE, INC.

2. Current registered office address:

Name: JAMES M. BOWERS, ESQ.

No. and Street: 92 BOLT STREET

City or Town: LOWELL State: MA Zip: 01852 Country: USA

3. The following supplemental information has changed:

☒ Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	LARS VAULE	3 LEXINGTON ROAD LINCOLN, MA 01773 USA
TREASURER	KEVIN CLOSE	P.O. BOX 131 MELVIN VILLAGE, NH 03850 USA
SECRETARY	ROBIN CLOSE	P.O. BOX 131 MELVIN VILLAGE, NH 03850 USA
DIRECTOR	CHARLES M. SABA	20B BRAEMOOR WOODS ROAD SALEM, NH 03079 USA
DIRECTOR	ANTHONY R. BANKS	1 VERNONHOLME RIVERSIDE DRIVE DUNDEE, GBR
DIRECTOR	GEORGE ZALUCKI	1210 ARBORBROKE DRIVE KNOXVILLE, TN 37922 USA
DIRECTOR	PAUL L. HEARN	10 LADYCROFT PADDOCK DERBY, GBR
DIRECTOR	ARTHUR P. NAPOLITANO JR.	15 RICHARDSON ROAD HOLLIS, NH 03049 USA

___ Fiscal year end:
December

___ Type of business in which the corporation intends to engage:

CULTIVATE, MARKET, SELL MEDICAL CANNABIS PRODUCTS

___ Principal office address:

No. and Street: 92 BOLT STREET

City or Town: LOWELL State: MA Zip: 01852 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 92 BOLT STREET

City or Town: LOWELL

State: MA

Zip: 01852

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

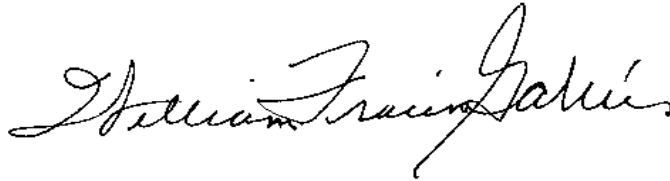
☐ its registered office

Signed by ROBIN CLOSE, its OTHER OFFICER
on this 8 Day of April, 2021

THE COMMONWEALTH OF MASSACHUSETTS

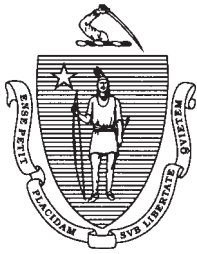
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

April 08, 2021 04:26 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 22, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

BEWELL ORGANIC MEDICINE, INC.

is a domestic corporation organized on **March 29, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in black ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 21110559550

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tad



FBinsure
P.O. Box 509
Taunton, MA 02780

SUMMARY OF INSURANCE General Liability

For: BeWell Organic Medicine, Inc
92 Bolt St
Lowell, MA 01852

Company: Falls Lake Fire and Casualty Company
Policy Number: FLFMAPK0267002
Policy Term: 7/10/2021 To 7/10/2022
Policy Premium: Included

Named Insured Schedule:
BeWell Organic Medicine, Inc

Coverage Type: Occurrence

Location Schedule:

Loc #	Address
1	92 Bolt St, Lowell MA 01852
2	17 Broad Street, Merrimac MA 01860

Limits & Coverage:

Limits	Coverage
\$ 1,000,000	Bodily Injury & Property Damage – Each Occurrence
\$ 2,000,000	General Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 100,000	Fire Legal Damage
\$ 1,000	Medical Expense (Any One Person)
\$ 2,500	Deductible: Property Damage
\$ 2,500	Deductible: Bodily Injury

This summary is designed to assist you in reviewing your insurance coverage. No coverage is provided by this summary nor does it replace any provisions of the policy. For specific coverages, terms, conditions, and exclusions, please refer to the individual policy and coverage forms.



FBinsure
P.O. Box 509
Taunton, MA 02780

SUMMARY OF INSURANCE

Forms & Endorsements:

Code	Description	Remarks
CG2011	Additional Insured - Managers or Lessors of Premises	Chart Holdings, LLC
CG2144	Limitation of Coverage to Designated Premises, Project or Operation	Loc 1: Cannabis Retail, Indoor Cultivation, Processor, Wholesale, Distribution, Medicinal
MMD1000	AI - Primay and Noncontributing Clause- Managers of Lessors of Premises	Chart Holdings, LLC
MMD1007	Banned Substance Exclusion	
MMD1008	Carcinogens Endorsement	
MMD1011	Exclusion - Total Mold, Mildew, or Other Fungi	
MMD1014	Exclusion - Sexual Abuse and/or Molestation	
MMD1015	Exclusion - Skin Tanning	
MMD1017	Exclusion for Tobacco or Related Products	
MMD1031	Waiver of Transfer of Rights to Recovery Against Others to Us	Chart Holdings LLC
MMD1032	Absolute Asbestos Exclusion	
MMD1033	Absolute Lead Exclusion	
MMD1034	Aircraft Products & Aircraft Grounding Hazards Exclusion	
MMD1040	Residential Occupancy Exclusion	
CG0300	Deductible Liability Insurance	\$2,500 combined Bodily Injury & Property Damage deductible
CG2132	Communicable Disease Exclusion	
CG0067	Excl: Violation of statutes that goven methods of sending materials	
CG2233	Exclusion: Testing or Consulting Errors and Omissions	

General Liability Schedule of Exposure(s):

Loc #	Classification	Class Code	Premium Basis	Rating Basis
1	Indoor Cultivation	15699	\$ 3,000,000	Gross Sales
1	Processor	16604		
1	Wholesale	12375		
1	Distribution	12375		
2	Cannabis Retail			

Note: The proposed premium is based on the estimates of the annual premium basis shown in the above table. They are subject to audit after expiration of the policy.

This summary is designed to assist you in reviewing your insurance coverage. No coverage is provided by this summary nor does it replace any provisions of the policy. For specific coverages, terms, conditions, and exclusions, please refer to the individual policy and coverage forms.



FBinsure
P.O. Box 509
Taunton, MA 02780

SUMMARY OF INSURANCE Commercial Excess Liability

For: BeWell Organic Medicine, Inc
92 Bolt St
Lowell, MA 01852

Company: Falls Lake Fire and Casualty Company
Policy Number: FLFMAXS0267102
Policy Term: 7/10/2021 To 7/10/2022
Policy Premium: \$1,040.00

Named Insured Schedule:
BeWell Organic Medicine, Inc

Policy Limits & Retention:

Limits	Coverage
\$ 1,000,000	Each Occurrence
\$ 1,000,000	Aggregate
None	Retained Limit

Higher limits are available upon request

Underlying Policy Information:

Policy	Limits	Coverage Description
General Liability:	\$ 1,000,000	Each Occurrence
Falls Lake Fire and Casualty	\$ 2,000,000	General Aggregate
Company	Excluded	Products & Completed Operations
7/10/2021 To 7/10/2022	\$ 1,000,000	Personal & Advertising Injury

This summary is designed to assist you in reviewing your insurance coverage. No coverage is provided by this summary nor does it replace any provisions of the policy. For specific coverages, terms, conditions, and exclusions, please refer to the individual policy and coverage forms.

BASIC CORE CURRICULUM

The course is broken down into four major units.

- Unit 1: Cannabis and the Human Body
 - Compliance starts with understanding cannabis, the compounds found in the plant, the products sold, and how the products are made. It is also important to understand how cannabis may impact the body.
 - Section 1: Cannabis the plant
 - Define cannabis
 - Identify strains (varieties)
 - Understand the general effect of different strains
 - Define and understand terpenes
 - Define and understand the Entourage Effect
 - Define and understand cannabinoids
 - Section 2: Product Knowledge
 - Identify common types of cannabis products sold
 - Understand how the products are made (basic overview)
 - Understand how the products are consumed
 - Understand the time to impairment after consuming the product
 - Define quality testing parameters
 - Identify packaging and labelling criteria for cannabis goods
 - Section 3: The Endocannabinoid System
 - Understand the Endocannabinoid System in a basic way
 - Understand the effects of cannabis on the human body
 - Cannabis impairment signs
 - Factors that influence impairment
- Unit 2: Preventing Sales and Diversion to Minors
 - Cannabis use is legal for those who are 21 years of age or older, unless a valid medical patient. This section will answer the questions: What are the potential consequences of use among youth and how do we prevent youth from accessing product?
 - Section 1: Consequences of Use Among Youth
 - Identify consequences of cannabis use among youth who are not medical patients
 - Section 2: Security Practices to Prevent Sales and Diversion to Minors

- Identify security practices that may help deter youth from attempting to enter an establishment
 - Identify security practices that may help deter diversion to minors
- Section 3: Checking Identification
 - Identify acceptable forms of ID
 - Checking IDs using the FLAG system
 - Tips to help spot fake IDs
 - Common mistakes when checking IDs
- Section 4: Prohibited Practices
 - Identify practices that may violate cannabis regulations designed to protect youth
- Unit 3: Inclusion
 - Diversity is crucial for success. Did you know diverse workplaces outperform workplaces that are not diverse? In this section we discuss inclusivity, cultural competency, personal pronouns, working with the disabled population, and recognizing and reducing bias.
 - Section 1: Cultural Competency
 - Define cultural competency
 - Identify cultural competency practices
 - Distinguish equality from equity
 - Identify personal pronouns
 - Section 2: Working with the Disabled Population
 - Identify disabilities
 - Recognize reasonable modifications for employees and consumers
 - Identify etiquette when working with the disabled population
 - Section 3: Recognizing and Reducing Bias
 - Identify bias
 - Identify methods to reduce bias
- Unit 4: Compliance
 - We saved the best for last. Unit 4 is all about compliance! This is a loaded unit covering the following topics: seed to sale tracking and Metrc, security (including cybersecurity), transportation cannabis, health and safety, inspections, incident reporting, ethics, and more.
 - Section 1: Seed to Sale Tracking and Metrc
 - Define Seed to Sale Tracking
 - Define Metrc

- Understand how to maintain Seed to Sale Compliance
- Identify different license types
- Follow a plant from seed to sale
- Section 2: Health and Safety
 - Discuss the importance of maintaining health and safety in the establishment (pending approval we will be updating this section)
- Section 3: Security
 - Security regulations for establishments
 - Best practices in maintaining cybersecurity
- Section 4: Transportation of Cannabis
 - Compliance when transporting cannabis
 - Best practices to maintain safety on the road
- Section 5: Maintaining Compliance
 - Recordkeeping
 - Handling Waste
 - Incident Reporting
 - Inspections
- Section 6: Ethics
 - Maintaining Privacy
 - Prohibited Practices
 - Establishment Code of Conduct
 - Agent Code of Conduct

N.E. Craft Cultivators



A Proposal to Bring a Destination-Style Cannabis Retail Facility to Groton

(And the economic development that comes with it)



Groton Concepts



RFLI for a Marijuana Retail Facility in Groton, MA

NEW ENGLAND CRAFT CULTIVATORS, LLC

**c/o Wesley J. Ritchie, Esq.
Ture Turnbull
New England Craft Cultivators, LLC
113 George Street
Boston, MA 02119**

Applicant

**Prepared By: NECC, LLC
113 George Street,
Boston, MA 02119**

Submitted: November 2021

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760 Boston Road
Groton, MA**

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Groton Board of Selectmen
c/o Town Manager Mark Haddad
173 Main Street, Groton MA 01450

Re: Letter of Interest: Adult Use Recreational Marijuana Facility in Groton
Property Address: 760 Boston Road, Groton MA 01450
Applicant: New England Craft Cultivators, LLC
(d/b/a Tree House Craft Cannabis)
Wes Ritchie & Ture Turnbull, Co-Founders

Dear Honorable Members of the Board of Selectmen:

We are the co-founders of New England Craft Cultivators, LLC (d/b/a Tree House Craft Cannabis) and we are responding to the Town's RFLI from businesses seeking to operate an adult-use retail marijuana store in Groton. We are an LGBTQ-owned cannabis company founded by Wes Ritchie and Ture Turnbull. Right now, we are operating one store in Dracut, Massachusetts and getting ready to open another in Pepperell in Spring of 2022. We are seeking to open our third and final Massachusetts store in Groton. We are a small business and the founders have chosen to apply for our third store in Groton because we absolutely love this region and we think our store is a match for the community.

Both Ture and Wes, NECC's founders, have past careers that include state and municipal public service and we care deeply about being the kind of business that meets a community's needs. We have read the community's planning documents and believe we will be a business that adds to the community's rural landscape and maintains the small-town values of Groton.

Our stores and our brand are different from any others you will find in Massachusetts: we want our customers of all ages to feel comfortable coming to our stores as a destination: we offer a place to learn about the products, to step out of everyday retail, and where everyone is welcome. We hope to earn your support for our proposal.

As you endeavor to find the right community partner for Groton, we invite you to take a visit to our store in Dracut, Massachusetts and see if you could see us in Groton.

1. Description of what we're proposing.

NECC is the first and only marijuana company in Massachusetts committed to featuring and partnering with locally owned small cultivators, small manufacturers, and microbusinesses to bring the highest quality, locally and sustainably grown craft cannabis products to the market. This is different than every other company in the retail marijuana market here in Massachusetts in one major way: most retail outlets in Massachusetts try to maximize profits by growing and manufacturing the products they sell themselves. We know that we can still do well by sticking to our values and helping create a "craft

market” of products that are grown often by small, family-run businesses that use only the highest standards of marijuana cultivation and manufacturing.

We are proposing that this store be in a currently vacant unit at 760 Boston Road in Groton. The proposed retail establishment will include approximately 1400 square feet on the main floor and an approximately 700 square foot storage and backroom area. The establishment will have on-site security at all hours of operations.

The project will feature:

- (1) ample parking of over 65 parking spaces for the shared commercial space with two handicapped accessible spots right out front.
- (2) a secured entrance to our establishment where customers will be greeted by a security officer who will verify that they have the appropriate credentials to enter the dispensary and are over 21 years old;
- (3) a secure waiting area that will prevent lines from forming outside of the building, and bolstered curbside-pickup (if permitted by the Cannabis Control Commission) should that be necessary to keep customers and employees safe in the event of rising COVID-19 rates;
- (4) enough retail space to prioritize education of consumers, and staff that will be able to spend time with customers to educate them about how the product works and make recommendations about purchases that meet the needs of all customers;
- (5) a secured vault and area; and
- (6) a security office and detailed security features that include the safe and unobtrusive delivery of products from product manufacturers to our establishment.

2. Community Benefits to Groton

Should New England Craft Cultivators, LLC proceed through the local licensing process, we will engage in a community outreach meeting in Groton to hear from the community. These meetings are required for any cannabis applicant by the Cannabis Control Commission but they are more than just a formality for us: to date, we have had the most robust community engagement processes of any dispensary in Dracut or Pepperell. These meetings are designed by us to engage the community in a meaningful discussion: for us to tell residents about us and for us to hear from residents about their hopes and concerns. As a result of community outreach meetings in Pepperell and Dracut, we have always re-designed our plans to match what abutters and other residents are looking for in their communities. We also use these as opportunities to create direct lines of communication with members of the community.

Benefits outlined in Host Community Agreements: Every Host Community Agreement (HCA) in Massachusetts outlines an agreement for the marijuana retail establishment to pay its host municipality a total of 3% of sales for at least 5 years. We’re happy to meet this minimum threshold and to exceed it in additional benefits to the community. We commit to giving priority hiring and employment to Groton contractors and vendors. To date we have made good on these promises. We used a Pepperell-based General Contractor for our previous construction, and our sub vendors have often come

from both Pepperell and Dracut. We are a company that follows up on our commitments to cities and towns.

New England Craft Cultivators also plans to engage in direct partnerships and charity that exceed the requirements of the HCA. Early examples from our first two dispensaries include a \$2,500 donation to economic development in Dracut and a \$1,000 donation made by NECC to the Pepperell Garden Club, which was unable to conduct its annual plant sale to raise funds in 2020 as a result of COVID-19. We also expect to be active contributors to the COIN program, which helps people across Pepperell and the area who are struggling with mental health and substance abuse issues. NECC has also committed to partner with the Center for Hope and Healing, which serves Groton residents and is in Lowell, Massachusetts. This organization helps people who have been the victims of violence in Groton and across the region.

NECC's founders have personally served on local boards like the Framingham Coalition to Prevent Alcohol and Drug Abuse, Planned Parenthood Advocacy Fund, The Crockett Agricultural Scholarship Fund, the State Commission on LGBTQ Youth, and others. We don't just talk about charity and service; we have a history of performing those acts of charity and we have a record of engaging in community service.

Economic Benefits to Groton: We see ourselves as a hub of revitalization and investment in Groton. We are interested in partnering with local economic development officials to bring business activity into the town. We think our entry as a new cannabis retail facility is a branding opportunity for the town and hope to work with you to continue to develop this district as a hub of economic activity that is recognized regionally and beyond.

We will be creating jobs in Groton. We expect to create between 15-20 good paying jobs (minimum of \$18/hour) with excellent benefits right here in Groton. We pledge to have no less than 50% of the jobs created for Groton residents who are aged 21+, and will make a good faith effort to bring that number as close to 100% as possible. We will be a growing company that grows in Groton. Also, please look at our track record of success in Dracut: we have over 50% of our employees as Dracut residents and we're proud to have a workforce that is heavily LGBTQ-identified and diverse in age as well.

Additional Benefits for Pepperell Seniors: While folks tend to think about Marijuana retail as places where adults can simply come to buy products for recreational use, we see the product lines we expect to carry as much more expansive. We are planning to offer educational services featuring professionals like registered nurses to help seniors understand how CBD and THC topical (non-psychoactive) products could help with muscular and joint related pain. We are committed to helping to educate people about the wellness benefits of marijuana. We plan to be in touch with the Groton on Aging, if they are interested, to offer free educational information to Groton residents.

Additional Benefits to Pepperell Residents: We will make a good faith effort to hire Groton residents. Similar to our community outreach plans for specific constituencies, we

are very interested in making sure all Groton residents will be able to learn about the marijuana industry and about the products that could be helpful to them, whatever their needs. We are going to engage community members and do outreach with professionals in the industry to engage all interested parties in Pepperell about this industry.

Additional Benefits for At-Risk Youth: One of the passions for New England Craft Cultivator's founders is making sure that groups that serve at-risk young adults have the resources they need to help change lives. We both have a history of service to LGBTQ organizations, including the Commission on LGBTQ Youth and MassEquality, and plan to partner with nonprofit organizations to help make all young adults can succeed in education, job training, and life skills.

Additional Benefits for Veterans: NECC has already created partnerships with companies like Freshly Baked Co. out of Taunton, MA, to carry their products. The company is owned by a military veteran who founded the company out of a desire to create "the perfect edible" to help with PTSD effects of veterans. One of New England Craft Cultivators' cofounders has been involved through his government service with Lawrence's New England Veteran's Liberty House and will be doing similar intentional outreach to veterans' groups in the region as with seniors.

Corporate Commitment to Outreach and Service: New England Craft Cultivators has hired a Community Partnerships Director with the responsibility to oversee community partnerships and outreach as a part of their job. We do not consider our community partnership an afterthought, it is something we will be responsive to and proactive about, and it is already woven into the fabric of our company.

New England Craft Cultivators, LLC is proposing to be open Monday through Saturday from 9 am to 10 pm and Sundays from 10am to 6pm for its retail facility. The applicant fully understands that the licensing authorities may alter these hours upon reasonable justification.

New England Craft Cultivators is always open and available to discuss any part of this proposal with any members of the Board or Town of Groton staff. You can reach us on our cell phones: Wes Ritchie is at 508-479-8344 and Ture Turnbull is at 617-602-7868.

Sincerely,

Wesley Ritchie

Wes Ritchie, Esq.
Co Founder

Ture Turnbull

Ture Turnbull
Co Founder



William Francis Galvin
Secretary of the
Commonwealth

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

April 15, 2021

TO WHOM IT MAY CONCERN:

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

NEW ENGLAND CRAFT CULTIVATORS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 23, 2019.**

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: **TURE R TURNBULL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TURE R TURNBULL, WESLEY RICHIE**

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



Processed By:IL



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEW ENGLAND CRAFT CULTIVATORS LLC
12 ROBESON ST APT 1
JAMAICA PLAIN MA 02130-2916

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The following is a list of all persons and entities with ownership and control within New England Craft Cultivators, LLC as defined by 935 CMR 500.002.

1. Wesley Ritchie
113 George Street
Boston, MA 02119
508-479-8344
wes@necraftcultivators.com
2. Ture Turnbull
12 Robeson Street
Boston, MA 02130
617-602-7868
ture@necraftcultivators.com

One Van De Graaff Drive, Suite 402
Burlington, MA 01803
Tel: 781.273.5555
Fax: 781.272.8408
KeyPointPartners.com

November 9, 2021

Mr. Ture Turnbull
New England Craft Cultivators
12 Robeson St.
Boston, MA 02130

**RE: 760 Boston Rd.
Groton, MA**

Dear Ture:

On behalf of Albertson's Companies, LLC ("Landlord"), we are pleased to submit this proposal regarding the above-referenced property and enter into a Lease Agreement based on the following terms and conditions:

- 1. Tenant:** New England Craft Cultivators, LLC d/b/a Tree House Craft Cannabis
- 2. Premises:** Approximately 4,922 square feet as shown on the attached site plan (see Exhibit A).
- 3. Term:** Approximately four (4) years commencing on the Rent Commencement Date and expiring 2/28/26.
- 4. Base Rent:** Year (1): \$22.50/sf nnn

Base Rent shall increase two percent (2%) per annum thereafter, including Option periods.
- 5. Options:** Provided Tenant is not in default and is open for business and subject to Landlord exercising its option, Tenant shall have two (2) five (5) year Options by serving written notice no later than fifteen (15) months prior to Lease expiration.

- 6. Additional Rent:** Tenant shall pay its pro-rata share of Common Area Maintenance, Real Estate Taxes and Insurance (approximately \$2.75 per square foot) estimated as follows:
- CAM: \$1.32/sf
RE Tax: \$1.38/sf
Insurance: \$0.05/sf
- 7. Percentage Rent:** None.
- 8. Delivery Conditions:** The Premises shall be delivered in "As Is" condition with the existing HVAC in good working condition.
- 9. HVAC:** Landlord to supply a combination heating and air conditioning independent roof-mounted system in good working condition. Tenant shall contract with an approved HVAC service contractor throughout the term of the Lease for quarterly preventative maintenance services. Repair costs over \$2,000.00 shall be Landlord's responsibility or, Landlord, in Landlord's sole discretion, may opt to replace the unit(s). If Landlord replaces a HVAC unit (or units) during the Term of the Lease then, thereafter, Tenant shall be responsible for maintenance, repair and replacement costs of that particular HVAC unit (or units). Any warranties shall be assigned to Tenant.
- 10. Free Base Rent Allowance:** Commencing on the Rent Commencement Date, Tenant shall be granted a Free Base Rent Allowance in the amount of \$110,745.00. The Free Base Rent Allowance shall not be applied to Additional Rent.
- 11. Rent Commencement Date:** The earlier of: i) one hundred eighty (180) days from the Delivery Date or ii) the day Tenant opens for business.
- 12. Use of Premises:** Subject to existing tenant lease restrictions the Premises shall be used as a cannabis retail store selling flower and related products.
- 13. Delivery Date:** Landlord anticipates the Premises shall be delivered approximately on the date the Lease is fully executed and all contingencies are satisfied or waived (see Section 22. Other, below).
- 14. Security Deposit:** One (1) months Rental (subject to financial review).

- 15. Guarantor:** New England Craft Cultivators, LLC (subject to financial review).
- 16. Tenant's Construction:** Tenant, at its sole cost and expense, is fully responsible for construction and build-out of the Premises above and beyond Delivery Conditions (See Section 8, above). Landlord shall approve Tenant's design and construction plans prior to Tenant proceeding with any work.
- 17. Signage:** Signage to be installed in accordance with municipal bylaws, without variance, at Tenant's sole cost and expense and subject to Landlord's written approval prior to installation. Tenant's signage to be made an Exhibit to the Lease.
- 18. Assignment/ Sublet:** Tenant shall not assign the Lease or sublet the Premises without Landlord's written consent.
- 19. Continuous Occupancy:** Tenant agrees to open for business within one hundred eighty (180) days from the Delivery Date and continuously occupy the Premises at all times.
- 20. Broker:** Landlord and Tenant acknowledge KeyPoint Partners, LLC, representing the Landlord, as the sole broker in this transaction.
- 21. Lease Form:** Landlord's lease form.
- 22. Other:** The terms and conditions contained herein are contingent upon Tenant receiving all necessary permits and approvals required by the Town of Groton and State of Massachusetts. Landlord reserves the right to terminate the Lease if Tenant has not secured all permits and approvals within two hundred seventy (270) days from the date the Lease is fully executed.

This letter is a preliminary, non-binding indication of interest only of the contemplated transaction ("Transaction"), and is not intended to be, nor shall it be construed as, a binding agreement, an offer or a counter-offer. The parties have not set forth herein, nor agreed to, all essential terms of the Transaction. This letter is intended only to serve as a basis for further negotiations and to guide the initial drafting of a written agreement. All aspects of this letter and Transaction are expressly subject to, inter alia, the above stated conditions and approval of Landlord's parent company, Albertsons Companies, LLC; provided, however, that such approvals need not be sought in the event the Transaction is disapproved for any reason by other representatives of Landlord/Albertsons. An agreement will not exist unless and until the parties have duly executed and delivered an integrated agreement containing terms that are mutually

Mr. Ture Turnbull
November 9, 2021
Page 4 of 4

acceptable to the parties in their sole and absolute discretion. Neither a change of position by a party, nor any performance or other action taken by a party in anticipation of such an integrated agreement shall impose any obligations or liability or constitute evidence of an intent to be bound. The parties agree that one or more terms in any final agreement, if reached, may be materially different from the terms of this letter, and agree that this letter will not be used to interpret their intent as expressed in any final agreement. The parties each agree to disclaim the other party's duty (if any) to negotiate in good faith. Either party may terminate negotiations at any time and for any reason or no reason without liability.

Please review the proposal at your earliest convenience. If it meets your approval, execute below where provided and return a copy to my attention.

I look forward to working with you to finalize the lease.

Sincerely,



Robert A. Grady
Vice President, Leasing



Donald R. Mace
Vice President, Leasing

**AGREED AND ACCEPTED BY NEW ENGLAND CRAFT CULTIVATORS, LLC D/B/A
TREE HOUSE CRAFT CANNABIS ("TENANT"):**

By: Wesley Ritchie

On this 13 day of November, 2021

Exhibit A
760 Boston Road
Groton, MA
Page 1 of 2

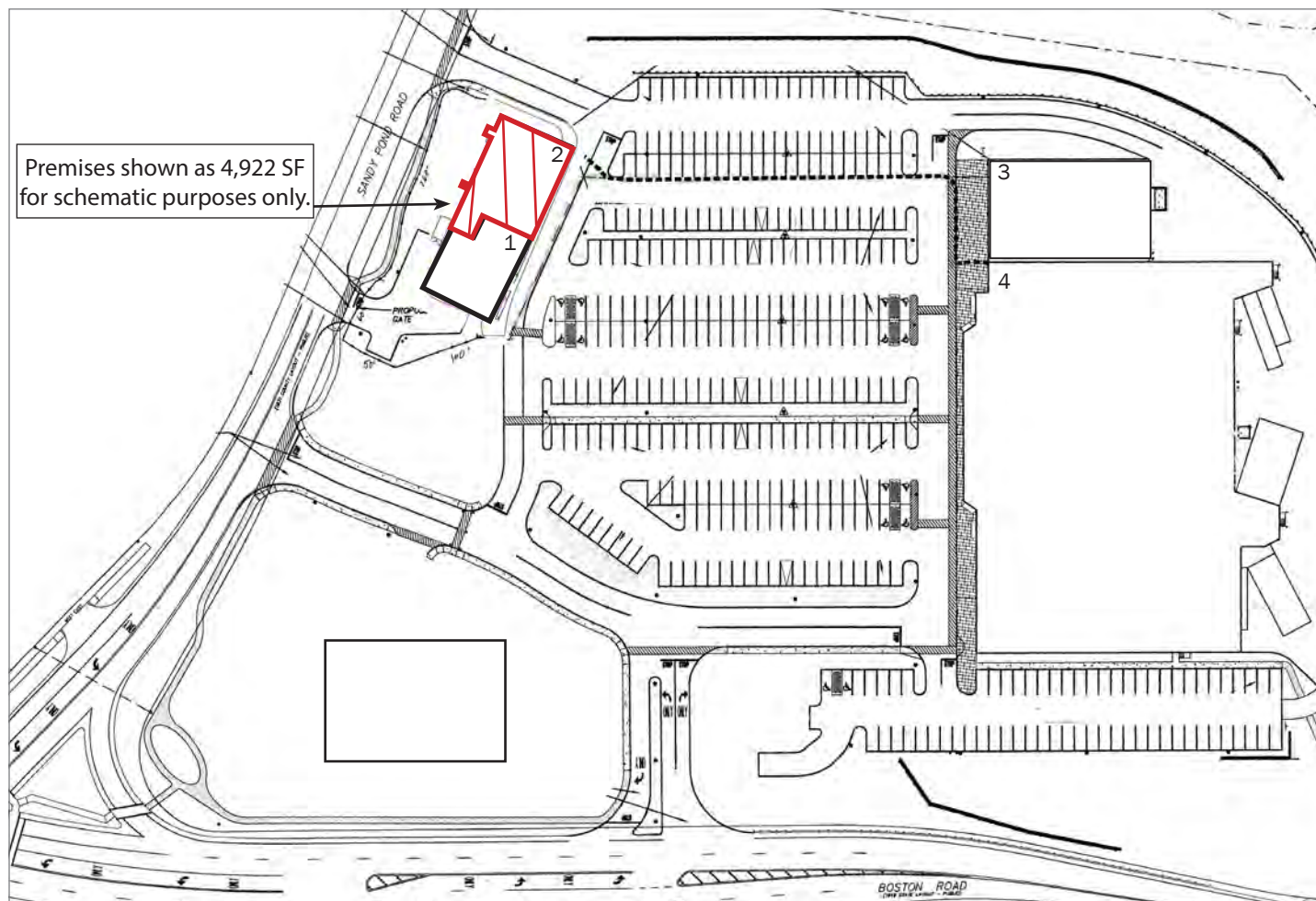
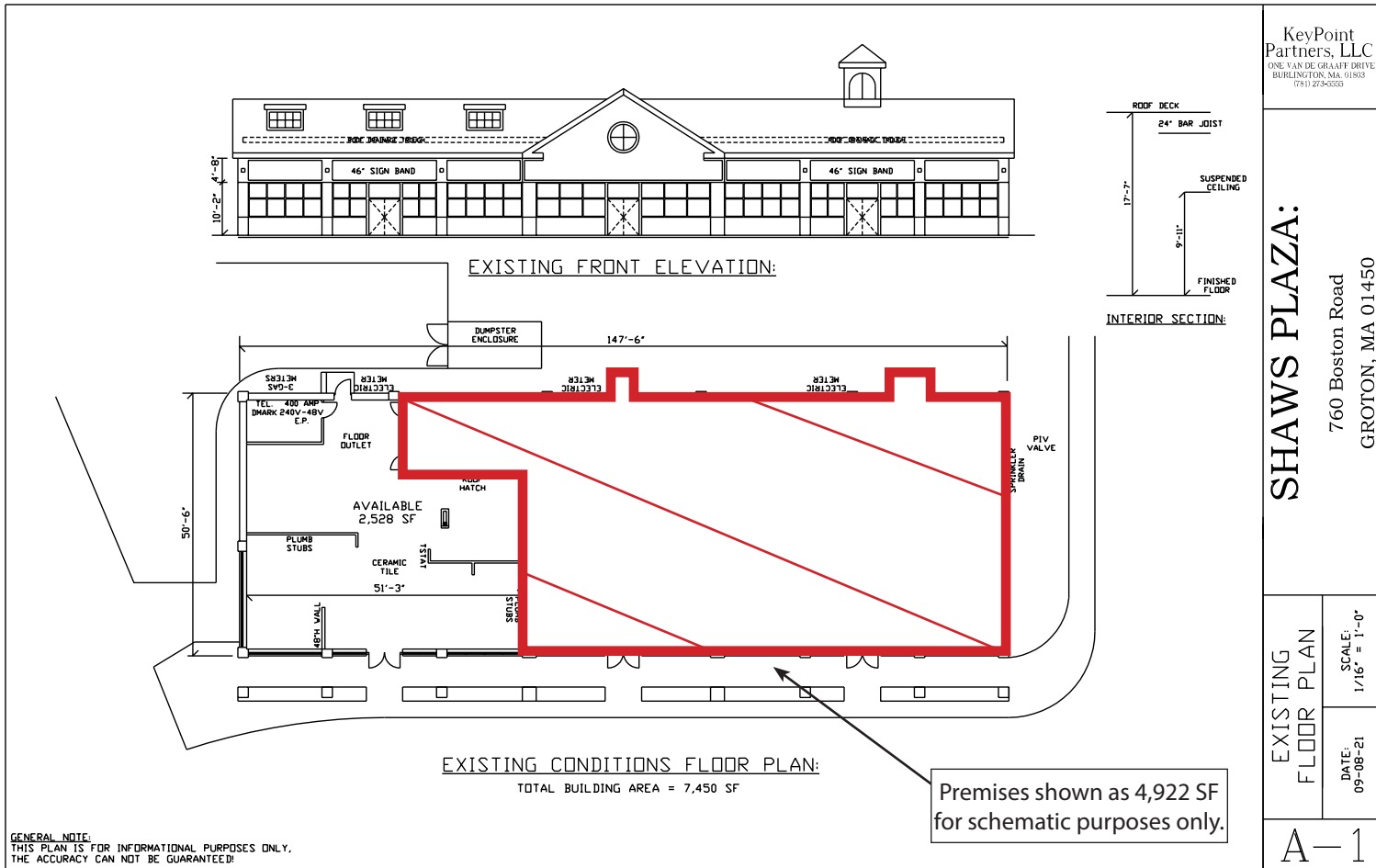


Exhibit A
760 Boston Road
Groton, MA
Page 2 of 2



760 BOSTON RD #A

Location	760 BOSTON RD #A	Mblu	120/ 3/ 0/ /
Acct#	4106	Owner	LONG POND REALTY LLC
Assessment	\$6,635,500	Appraisal	\$6,635,500
PID	4106	Building Count	2

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$5,126,600	\$1,508,900	\$6,635,500
Assessment			
Valuation Year	Improvements	Land	Total
2021	\$5,126,600	\$1,508,900	\$6,635,500

Owner of Record

Owner	LONG POND REALTY LLC	Sale Price	\$1
Co-Owner		Certificate	C
Address	35 WHILEY ROAD GROTON, MA 01450	Book & Page	28127/ 086
		Sale Date	01/30/1998
		Instrument	1B

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
LONG POND REALTY LLC	\$1	C	28127/ 086	1B	01/30/1998
LLC AND FOX	\$0	P	24472/ 067	1I	04/21/1994
SAN-VEL CONCRETE CORPORATION	\$0	P	12607/ 657		03/29/1974
ROY, ADELARD A.	\$0	E	12192/ 084		04/21/1972

Building Information

Building 1 : Section 1

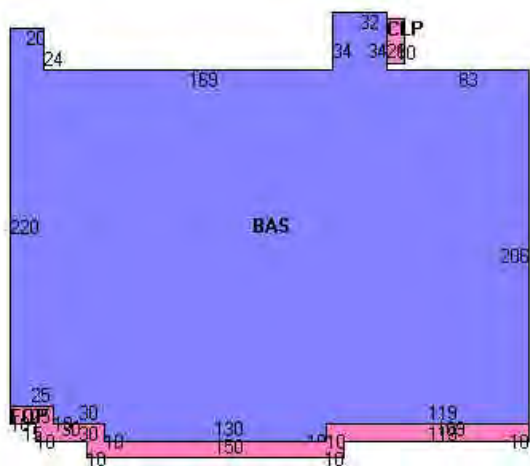
Year Built:	2005
Living Area:	65,242
Replacement Cost:	\$5,263,953

Building Photo

A wide-angle photograph of a large, single-story retail building with a light-colored facade and a dark roof. A prominent clock tower is located in the center of the building. The word "about" is visible in red lettering on the left side of the building. A large parking lot in the foreground contains several cars, including a white pickup truck and a dark sedan. The sky is clear and blue.

(<http://images.vgsi.com/photos/GrotonMAPhotos/\00\00\08\96.jpg>)

Building Layout



(http://images.vgsi.com/photos/GrotonMAPhotos//Sketches/4106_4106.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	65,242	65,242
CLP	Loading Platform, Finished	260	0
FOP	Porch, Open, Finished	3,340	0
		68,842	65,242

Building 2 : Section 1

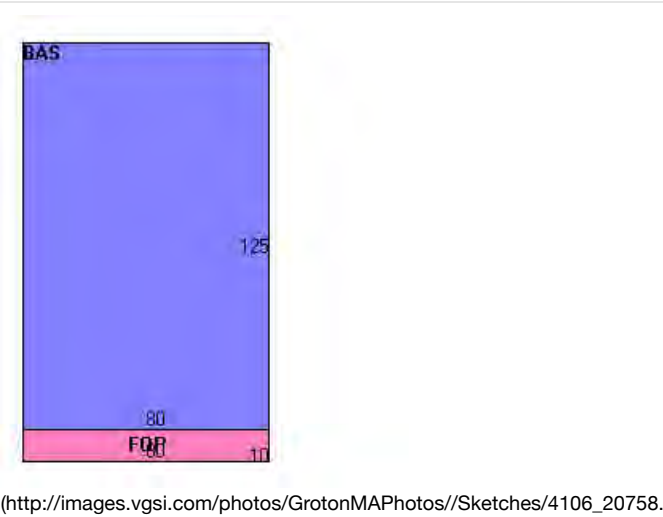
Building Photo

 Building Photo

(<http://images.vgsi.com/photos/GrotonMAPhotos//default.jpg>)

Building Attributes : Bldg 2 of 2	
Field	Description
STYLE	Store
MODEL	Commercial
Grade	Avg (-)
Stories:	1
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	Brick Veneer
Roof Structure	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	None
Heating Type	None
AC Type	None
Bldg Use	RETAIL <10,000 SF
Total Rooms	1
Total Bedrms	0
Total Baths	0
Fireplaces	0
Bsmt Gar:	0
1st Floor Use:	
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	NONE
Ceiling/Wall	SUSP-CEIL ONLY
Rooms/Prtns	AVERAGE
Wall Height	12
% Corn Wall	

Building Layout



Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
BAS	First Floor	10,000	10,000
FOP	Porch, Open, Finished	800	0
		10,800	10,000

Extra Features

Extra Features				<u>Legend</u>
Code	Description	Size	Value	Bldg #
SPR2	WET/CONCEALED	10000 SF	\$6,100	2
SPR2	WET/CONCEALED	64746 SF	\$59,800	1
MEZ3	W/PARTITIONS	3264 SF	\$0	1
LDL1	LOAD LEVELERS	4 UNITS	\$0	1
ELE1	ELEV-PAS	1 UNITS	\$50,400	1

Land

Land Use		Land Line Valuation	
Use Code	3240	Size (Acres)	6.43
Description	SUPERMARKET	Frontage	
Zone	B1	Depth	
Neighborhood	C40	Assessed Value	\$1,508,900
Alt Land Appr	No	Appraised Value	\$1,508,900
Category			

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			105000 SF	\$220,500	1
LT2	W/DOUBLE LIGHT			30 UNITS	\$54,000	1
LT1	LIGHTS-IN W/PL			19 UNITS	\$17,100	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$3,948,400	\$1,321,600	\$5,270,000
2020	\$3,948,400	\$1,321,600	\$5,270,000
2019	\$3,948,400	\$1,321,600	\$5,270,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$3,948,400	\$1,321,600	\$5,270,000
2020	\$3,948,400	\$1,321,600	\$5,270,000
2019	\$3,948,400	\$1,321,600	\$5,270,000

Property Location: 760 BOSTON RD #A

MAP ID: 120/ 3/ 0/ /

Bldg Name:

State Use: 3240

Vision ID: 4106

Account #4106

Bldg #: 1 of 2

Sec #: 1 of 1 Card 1 of 2

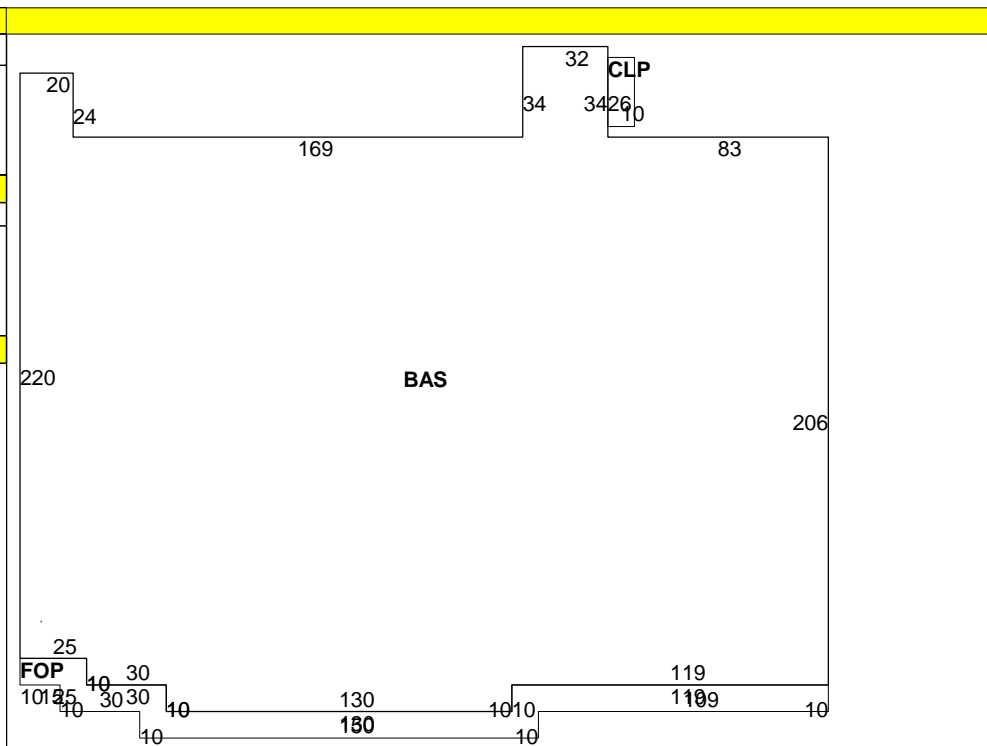
Print Date: 01/14/2021 05:50

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				<div>219</div> <div>GROTON, MA</div> <div>VISION</div>									
LONG POND REALTY LLC		1 Level		1 Paved		Description	Code	Appraised Value	Assessed Value										
35 WHILEY ROAD						COMMERC	3240	3,686,400	3,686,400										
GROTON, MA 01450						COM LAND	3240	1,321,600	1,321,600										
Additional Owners:		SUPPLEMENTAL DATA				COMMERC	3240	262,000	262,000										
		Other ID: 120-3-0																	
		Color																	
		Overlay Dist																	
		GIS ID: F_649665_3036540				ASSOC PID#													
						Total					5,270,000								
											5,270,000								
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
LONG POND REALTY LLC		28127/ 086	01/30/1998	U	V	1	1B	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value			
LLC AND FOX		24472/ 067	04/21/1994	U	V	0	11	2020	3240	3,686,400	2019	3240	3,737,900	2018	3240	4,791,300			
SAN-VEL CONCRETE CORPORATION		12607/ 657	03/29/1974	U	V	0		2020	3240	1,321,600	2019	3240	1,321,600	2018	3240	1,321,600			
ROY, ADELARD A.		12192/ 084	04/21/1972					2020	3240	262,000	2019	3240	210,500	2018	3240	210,500			
													2018	3250	264,400				
								Total:		5,270,000	Total:		5,270,000	Total:		6,587,800			
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor											
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.											
2012	CPA	COMMUNITY PRESERVATION	531																
Total:			531																
ASSESSING NEIGHBORHOOD																			
NBHD/ SUB		NBHD Name		Street Index Name		Tracing		Batch											
0001/A																			
NOTES																			
SITE OF SHAW'S SUPERMARKET BEIGE INCLUDES LOTS T-32-37, 39, 49-50, 53; U-7, 10, 12-16, 21-22, 26-27, 30-31. SOLD 23.33 TO MOORE 1997																			
BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result					
B04-389	11/10/2004	IN		100,000		100	06/29/2005	RETAINING WALLS	06/06/2019 09/23/2005	1	2	RK RS	00 41	Measured&Listed IntInsp Occupancy permit visit					
LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
1	3240	SUPERMARKET	B1				80,000	2.35	1.0000	A	1.0000	1.00	C40	1.40			1.00	3.29	263,200
1	3240	SUPERMARKET	B1				4.59	164,700.00	1.0000	0	1.0000	1.00	C40	1.40			1.00	230,580.00	1,058,400
Total Card Land Units:			6.43		AC		Parcel Total Land Area:			6.43			AC		Total Land Value:			1,321,600	

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	22		Supermarket				
Model	94		Commercial				
Grade	C		Average				
Stories	1						
Occupancy	1						
Exterior Wall 1	15		Concr/Cinder				
Exterior Wall 2	19		Brick Veneer				
Roof Structure	01		Flat				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	05		Drywall/Sheet				
Interior Wall 2							
Interior Floor 1	05		Vinyl/Asphalt				
Interior Floor 2	14		Carpet				
Heating Fuel	03		Gas				
Heating Type	04		Forced Air-Duc				
AC Type	03		Central				
Bldg Use	3240		SUPERMARKET				
Total Rooms	00						
Total Bedrms	00						
Total Baths	4						
Fireplaces							
Bsmt Gar	0						
Heat/AC	01		HEAT/AC PKGS				
Frame Type	04		STEEL				
Baths/Plumbing	02		AVERAGE				
Ceiling/Wall	05		SUS-CEIL & WL				
Rooms/Prtns	02		AVERAGE				
Wall Height	16						
% Comn Wall	0						

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
PAV1	PAVING-ASPH			L	105,00	3.50	2007	A		G	60	220,500
LT2	W/DOUBLE L			L	30	1,100.00	2007	A		E	90	29,700
LT1	LIGHTS-IN W			L	19	690.00	2007	A		E	90	11,800
SPR2	WET/CONCEA			B	64,740	1.10	2006	A	1		100	64,100
MEZ3	W/PARTITION			B	3,264	18.00	2006	A	1		Null	0
LDL1	LOAD LEVEL			B	4	2,900.00	2006	A	1		Null	0
ELE1	ELEV-PAS			B	1	5,000.00	2006	A	1		100	4,500

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	65,242	65,242	65,242	77.03	5,025,591
CLP	Loading Platform, Finished	0	260	78	23.11	6,008
FOP	Porch, Open, Finished	0	3,340	835	19.26	64,320
Ttl. Gross Liv/Lease Area:		65,242	68,842	66,155		5,095,920



No Photo On Record

Property Location: 760 BOSTON RD #A

MAP ID: 120/ 3/ 0/ /

Bldg Name:

State Use: 3240

Vision ID: 4106

Account #4106

Bldg #: 2 of 2

Sec #: 1 of 1

Card 2 of 2

Print Date: 01/14/2021 05:50

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT													
LONG POND REALTY LLC		1 Level		1 Paved		Description	Code	Appraised Value	Assessed Value										
35 WHILEY ROAD						COMMERC	3240	3,686,400	3,686,400										
GROTON, MA 01450						COM LAND	3240	1,321,600	1,321,600										
Additional Owners:						COMMERC	3240	262,000	262,000										
SUPPLEMENTAL DATA																			
Other ID: 120-3-0				OLD ACCT #															
Color				gis															
Overlay Dist																			
GIS ID: F_649665_3036540				ASSOC PID#															
						Total		5,270,000	5,270,000										
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
LONG POND REALTY LLC		28127/ 086	01/30/1998	U	V	1	1B	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value						
LLC AND FOX		24472/ 067	04/21/1994	U	V	0	11	2020	3240	3,686,400	2019	3240	3,737,900						
SAN-VEL CONCRETE CORPORATION		12607/ 657	03/29/1974	U	V	0		2020	3240	1,321,600	2019	3240	1,321,600						
ROY, ADELARD A.		12192/ 084	04/21/1972					2020	3240	262,000	2019	3240	210,500						
						Total:		5,270,000	Total:	5,270,000	Total:	6,587,800							
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor											
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.											
2012	CPA	COMMUNITY PRESERVATION	531																
Total:			531																
ASSESSING NEIGHBORHOOD																			
NBHD/ SUB		NBHD Name		Street Index Name		Tracing		Batch											
0001/A																			
NOTES																			
RETAIL BUILDING ON PLAN D 10,000 SF																			
HAS NOT BE OCCUPY SINCE CONSTRUCTION																			
								Appraised Bldg. Value (Card)					278,100						
								Appraised XF (B) Value (Bldg)					6,100						
								Appraised OB (L) Value (Bldg)					0						
								Appraised Land Value (Bldg)					0						
								Special Land Value					0						
								Total Appraised Parcel Value					5,270,000						
								Valuation Method:					0						
								Adjustment:					0						
								Net Total Appraised Parcel Value					5,270,000						
BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result					
									06/06/2019			RK	00	Measured&Listed IntInsp					
									09/23/2005	1	2	RS	41	Occupancy permit visit					
LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
2	3250	RETAIL <10,000 SF					0 SF	0.00	1.0000		1.0000	1.00		0.00			.00	0.00	0
Total Card Land Units:			0.00 AC		Parcel Total Land Area:			6.43 AC			Total Land Value:			0					

State Use: 3240

Print Date: 01/14/2021 05:50

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description					
Style	17		Store									
Model	94		Commercial									
Grade	C-		Avg (-)									
Stories	1											
Occupancy	1			MIXED USE								
Exterior Wall 1	11		Clapboard	Code	Description		Percentage					
Exterior Wall 2	19		Brick Veneer	3250	RETAIL <10,000 SF		100					
Roof Structure	03		Gable/Hip									
Roof Cover	03		Asph/F GlS/Cmp									
Interior Wall 1	01		Minim/Masonry	COST/MARKET VALUATION								
Interior Wall 2				Adj. Base Rate:		54.52						
Interior Floor 1	03		Concr-Finished			556,124						
Interior Floor 2				Net Other Adj:		0.00						
Heating Fuel	00		None	Replace Cost		556,124						
Heating Type	01		None	AYB		2004						
AC Type	01		None	EYB		2004						
				Dep Code		A						
Bldg Use	0325		RETAIL <10,000 SF	Remodel Rating								
Total Rooms	1			Year Remodeled								
Total Bedrms	0			Dep %		12						
Total Baths	0			Functional ObsInc		0						
Fireplaces	0			External ObsInc		0						
Bsmt Gar	0			Cost Trend Factor								
Heat/AC	00		NONE	Condition		UC						
Frame Type	04		STEEL	% Complete		50						
Baths/Plumbing	00		NONE	Overall % Cond		50						
Ceiling/Wall	01		SUSP-CEIL ONLY	Apprais Val		278,100						
Rooms/Prtns	02		AVERAGE	Dep % Ovr		0						
Wall Height	12			Dep Ovr Comment								
% Conn Wall				Misc Imp Ovr		0						
				Misc Imp Ovr Comment								
				Cost to Cure Ovr		0						
				Cost to Cure Ovr Comment								
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
SPR2	WET/CONCEA			B	10,000	1.10	2004	G	1		100	6,100
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description			Living Area		Gross Area	Eff. Area		Unit Cost		Undeprec. Value	
BAS	First Floor			10,000		10,000	10,000		54.52		545,220	
FOP	Porch, Open, Finished			0		800	200		13.63		10,904	
Ttl. Gross Liv/Lease Area:				10,000		10,800	10,200				556,124	

BAS

125

80

FOP

80

10

No Photo On Record

Proposed Timeline to Become Operational: Marijuana Retail Facility in Groton, MA

Applicant: New England Craft Cultivators, LLC

1. Proposal Accepted by Town of Groton	12/31/21
2. Host Community Agreement Negotiated with NECC & Town of Groton	1/15/22
3. Community Outreach Meeting hosted by NECC in Groton	2/15/22
4. Application to the Cannabis Control Commission for State License	3/15/22
5. Special Permit Application to Town of Groton (Concurrent w/State Licensing)	5/1/22
6. Special Permit Approved by Town of Groton	7/1/22
7. Provisional License Granted by Cannabis Control Commission	7/15/22
8. Architectural Review Submitted to Cannabis Control Commission	8/15/22
9. Architectural Review Approved by Cannabis Control Commission	9/15/22
10. Apply for Building permit with Town of Groton	9/15/22
11. Construction Period	10/1/22-1/15/23
12. Receive Occupancy Permit from Groton & Request Post Provisional License Inspection by the Cannabis Control Commission	1/15/23
13. Receive Final License from the Cannabis Control Commission	2/15/23
14. Receive Opening Product & Request Post-Final License Inspection by the Cannabis Control Commission	3/1/23
15. Commence Operations in Groton	4/1/23

The above timeline is based on the licensing experience of New England Craft Cultivators, LLC both with local and state cannabis regulators. If approvals are granted faster or slower, the above timeline will be adjusted to address those changes. This timeline is designed to be realistic and *not* optimistic.

Plan for Obtaining Liability Insurance

Applicant: New England Craft Cultivators, LLC

New England Craft Cultivators, LLC has obtained liability insurance consistent with the insurance below for its operational dispensary in Dracut, Massachusetts. We will use the same plans to obtain insurance in Groton that we used in Dracut.

New England Craft Cultivators, LLC plans to contract with a qualified insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, as well as product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. New England Craft Cultivators, LLC will maintain full compliance with the insurance requirements from state and local lawmakers and regulators.

If adequate coverage is unavailable at an affordable rate, New England Craft Cultivators, LLC will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days.

New England Craft Cultivators, LLC will keep reports documenting compliance with all state regulations related to insurance coverage.



New England Craft
Cultivators, LLC

Groton: Detailed Dispensary Operations, Policies and
Procedures

New England Craft Cultivators
113 George Street
Boston, MA 02119

Ture Turnbull
617.602.7868
trturnbull@gmail.com

Wes Ritchie, Esq.
508.479.8344
wes.ritchie@gmail.com

November 2021

This document and the information contained within are provided in the strictest of confidence for the purposes of furthering business opportunities between New England Craft Cultivators and other parties. Information is proprietary and not to be shared without express written consent between the parties.

Table of Contents

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Internal Employee Operations:

1. Job Descriptions

Employees at NECC initially staff its dispensary with up to 15 initial on-site employees for efficient and smooth operations. The staff will include the Dispensary General Manager (1), a Lead Sales Directors (1) Sales Directors (3), and Security Leads (2).

Dispensary General Manager – Closely supervises the Sales and Security departments in providing customer reception, education and support, new customer orientation, and a positive overall retail experience; ensures the dispensary is in strict compliance with all state regulations with regard to customer registration and dispensary access; ensures educational materials are available to all customers; receives and resolves any customer issues; supervises the daily operation of the Sales and Security departments in providing excellent customer service; oversees retail package handling, all visual displays, proper dispensary floor storage, and accurate sales transactions and reporting; ensure full compliance in dispensing of retail products; ensures sales staff provides outstanding customer service by providing absolute accuracy in the sales process; monitors and analyzes sales reports, addresses customer concerns when necessary; oversees inventory and cash controls; orders and receives marijuana deliveries; ensures storage, labeling, tracking and reporting of all retail items and cash, and enforces quality control standards.

Lead Sales Directors – Greets customers upon entrance to the dispensary, verifies and checks in customers, conducts new customer orientation and education, orients customers as to their legal rights and responsibilities, inputs data into customer database, addresses questions and resolves complaints, addresses special needs, and assists the Security team in monitoring the dispensary's security status.

Sales Directors – Provides outstanding customer service by efficiently providing products with absolute accuracy in the sales process; ensures products are sold only to customers with required identification over 21 legal years of age; and ensures that all sales are accurately and comprehensively tracked in the POS system.

Security Lead – Works as a member of the security team to implement security policies and procedures to protect the property, confidentiality and assets from theft, damage or acts of vandalism; acts as a visible resource for the responsible and secure operation of the facility, interacting with customers and staff in a positive manner, while maintaining compliance with dispensary rules of conduct and state laws and regulations.

Corporate Positions:

Co-CEO/Director of Management: The Director/CEO of NECC will be responsible for the operation of the overall facility, as well as management of the plans throughout and staff, as well as compliance and other regulatory issues.

Co-CEO/Director of Operations: The CFO will work as part of the management team to ensure profitability and sustainability of the business as well as responsibility to investors and partners.

Controller: The Controller will work to ensure all human resources and personnel policies are followed and in compliance. The CCO will also maintain regular communication with the town and licensing authorities and stay up to date on laws and regulatory changes that impact the business.

2. Employee Services

Pursuant to state laws and regulations, NECC, LLC has established written policies and procedures governing the qualifications, recruitment, hiring, and training of operators, employees, and subcontractors working at the Marijuana Retail Establishment (MRE).

PayChex Vendor Services:

Payroll Services: In addition to processing the organizations regular payroll for both exempt, and nonexempt employees, Paychex will ensure compliance with federal and state regulations in regards to payroll taxes by managing withholdings for federal, social security, Medicare, state & local taxes, and also provide end of year W-4 processing.

Employee Handbook: Paychex-integrated employment information will be folded into the employee handbook. This will include company specific policies, and matches company culture, while still maintaining regulatory compliance with local, state, and where applicable, federal law.

Employee Assistance Program (EAP): Provides employees, and their eligible family members access to BalanceWorks, a confidential service that provides assistance via quick online or telephonic support to assist with day-to-day issues, or improve work/life balance and enhance well being. Assistance is made available via referrals, research, information, and/or price discounts in the following areas: Travel, child care, financial information, relocation, home projects, eldercare, pet care, automotive services, event planning, and medical information. In addition, the EAP program offers a wellness program. The wellness program includes a comprehensive health risk assessment, up to three sessions with a personal wellness coordinator; help navigate wellness services, and wellness tools, trackers, and articles.

Applicant Tracking System (ATS): Recruiting and applicant tracking will be streamlined through the use of the Paychex applicant tracking system to assist in creating a positive candidate & new hire experience by providing a paperless software to express interest in open positions, storing job descriptions, and employee onboarding.

Training:

NECC, LLC will provide training upon hire as well as annually to each employee including but not limited to:

- Health, safety, and sanitation standards as required by the Department;
- Security procedures;
- Prohibitions and enforcement as described by all rules and regulations;
- Confidentiality and all other provisions under state law that applies to the individual's scope of employment.

Record keeping:

NECC, LLC, will retain all records, both physical and electronic for a minimum of one year, unless required for a different term under state law or regulation. Electronic data will be encrypted and stored on secure servers in secure storage areas under 24-hour video surveillance. Physical records will also be stored in a secure storage room under 24-hour surveillance. The secure storage room will have limited access. The Dispensary may utilize biometric security measures as well as pin number protection. Access Logs will be analyzed daily to ensure no unauthorized entry has occurred. Access Logs, as well as all other records required by the Cannabis Control Commission, will be stored for a minimum of one year unless otherwise required by law and regulation, including but not limited to:

Inventory Tracking: Inventory tracking including transport of Cannabis and manufactured Cannabis products.

Dispensing Limitations: Sales records will be retained for each individual qualifying customer to reflect compliance with dispensing limitations as required by state rules and regulations.

Financial Records: Financial records including income, expenses, bank deposits and withdrawals, and audit reports.

Entry and Exit Logs: Logs recording every individual's entrance and exit from the Dispensary.

Employee Records: All human resource records, including application materials, performance records and other notations including evaluations will be maintained.

3. **Employee Handbook**

NECC, LLC will use an employee handbook that is designed exclusively for the unique operations of our MRE.

Section 1: How we work	Section 2: Pay and Work
<ul style="list-style-type: none"> • About the handbook • Building for the future • Equal Employment Act • Parental Leave • Americans with Disabilities Act • Employee Relations Philosophy • Anti-harassment Policy • Employment Categories • Driving Record • Licensing Process • Citizenship Requirements • New Employee Relations • Suggestions and Ideas • Open Door Policy 	<ul style="list-style-type: none"> • Recording Your Time • Pay Schedule • Paycheck Deductions • Garnishment/Child Support and State Laws • Performance Reviews • Pay Raises • Pay Advances • Overtime
Section 3: Time & Benefits	Section 4: On the Job
<ul style="list-style-type: none"> • Employee Benefits • Holidays • Paid Time Off (PTO) • Jury Duty • Voting Leave • Military Leave • Family Medical Leave • Leave of Absence • Victim Leave • Medical Insurance • Dental Insurance • COBRA • Banking & Mortgage Specifics • Family Medical Leave Act • Social Security • Unemployment Compensation • Worker's Compensation • Employee Assistance Program 	<ul style="list-style-type: none"> • On the Job Conflict • Confidentiality & Care of Records • Attendance and Punctuality • Breaks and Meals • Standards of Conduct • Access to Data • Client and Public Relations • Changes in Personal Data • Care of Equipment • Personal Property • Severe Weather and National Disasters • Phones, Social Media, Communications • Dress Policy • Personal Hygiene • Protecting Organizational Information • Conflicts/Code of Ethics • Outside Employment • If You Must Leave Us!
Section 5: Safety in the Workplace	
<ul style="list-style-type: none"> • Safety Policies • Loss-Prevention Policies • Anti-Violence & Codes of Conduct 	

4. Hiring Procedures and Standards

All employees must go through job specific training including personnel file confidentiality, workplace policies, job descriptions, pay rates, etc. It is the responsibility of the NECC as well as the director of human resources to train new hires to every position.

NECC will properly train all of its employees before they are permitted to work in all retail position. Prior to being offered an employment position with NECC, all applicants will be required to pass a background check to ensure the potential applicant does not have any criminal felony convictions or have been convicted of the crimes listed in the CCC's regulations and otherwise is of good moral character. NECC intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance, to all full-time employees. Exact compensation and benefits plans and packages are in the process of being developed. It is the NECC's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. Positions will generally be classified and then assigned a salary range that defines a minimum and maximum pay rate. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations.

In accordance with State legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week. Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by a nonexempt employee will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside their normal working hours without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

Number of Employees—exact number of employees employed by the facility is to be determined upon deployment of operations and the establishment of personnel requirements; the breakdown of these requirements can be seen below within the job description section.

Pay Structure— The facility will determine this upon deployment of operations and the establishment of personnel requirements.

Job Termination & Transitions — all termination actions will follow standard procedures. Transitions include employees who move on from working at NECC. Basic steps include:

1. Notify management, ownership and, if necessary, town officials, of job termination.
2. Obtain all facility keys, ID badges or other company property^{[L]_[SEP]}.
3. Disable/change all terminated relevant personnel facility security access codes or passwords^{[L]_[SEP]}.
4. Notify required licensing authorities of the job termination of the key personnel.
5. Notify all remaining staff of the job termination or transition of the key personnel and inform them of the conditions of termination (i.e. employee is no longer allowed on the premise and to notify police or other authorities if said employee returns, etc.)^{[L]_[SEP]}.
6. Contact security vendor and monitoring company to notify them of the job termination or transition of key personnel.

5. Dress Code & Hygiene

Every employee will be expected to adhere to a strict professional dress code when working at NECC's retail location. The guidelines for employee attire will be outlined in the employee handbook. Employees who do not adhere to the dress code will likely be sent home if an adaptation is not available to them (for example, an extra NECC shirt being available).

Professional Hygiene Policy:^{[[[}~~SEP~~ The final professional hygiene policy will include the following:

- A. Every NECC employee must arrive to work wearing clean clothes and professionally presenting. Employees must have an inoffensive smell at all times.
- B. Men and Women must be neatly groomed, have hair that does not come into contact with marijuana products, and be neatly dressed in a non-provocative manner.
- C. All employees must wash hands thoroughly before handling any products, and after all restroom and other breaks where the hands may have become unclean.
- D. All employees must wear gloves or other proper hygienic gear if the person has or may have an illness, sores or other physical issues, wounds etc.

All infractions will be documented by Human Resources and repeat violations may be ground for termination.

6. Employee Training

All employees must be properly trained to safely and accurately perform their job duties in compliance with all CCC and local regulations.

All NECC employees will be required to complete all training so they are prepared to adhere to policies and comply and execute properly under store procedures. The Chief Compliance Officer of NECC will oversee compliance with the trainings and all applicable Regulations. Managers and supervisors are required to ensure all employees and contractors receive retraining as needed. All employees and contractors are responsible for demonstrating proficiency in all activities performed and requesting training or re-training as needed for their performance.

Training Categories will include but not be limited to:

1. Customer Service Standards & Expectations
2. All company policies and procedures
3. Emergency Preparedness
4. Safe handling and best practices of marijuana product purchasing
5. Understanding labeling and the MA marijuana market
6. Specific product knowledge & vendor knowledge
7. Confidentiality, privacy and customer's rights
8. Electronic and Data Security
9. Marijuana strains, treatments and usage
10. Ethics
11. Banking and Personal Finance: Special Issues as a Marijuana Employee
12. Standard Operating Procedures across the board
13. Retail dispensary operations
14. Employee and personnel policies, including time sheet management and conflict resolution
15. Sexual harassment and "know your rights" trainings
16. On-site training pre-customer facing
17. Job shadowing
18. HIPPA Education Training
19. OSHA Compliance Training
20. Continuing education as regulations, practices, etc. change

Training will be documented and recorded, and there will be notations on the attendance in an employee's personnel file that is available to CCC or other licensed inspectors upon request. No employee who has not received the required trainings under law will interact with customers on behalf of NECC until all mandatory trainings are completed. NECC may offer tests to satisfy that knowledge is absorbed and understood, rather than simply conveyed.

7. Employee Timesheets & Payment Issues for Employees

Employees will be compensated and hours worked by employees will be tracked through the Paychex (or similar vendor) system and all requirements will be met. NECC banks with Bay Coast Bank, which is one of a small number of banks that allows for marijuana establishments to bank with them. This presents unique issues, like making sure employees are able to qualify for loans and mortgages, since most traditional banks do not allow for these financial instruments to be applied to if you work in a marijuana establishment under state law.

NECC will require hourly employees to submit time sheets, employees are expected to be paid every two weeks, and NECC will offer employees the option to either have checks made out directly to the employees or direct deposit.

NECC will require all government employment forms, including but not limited to a W-4 form and I-9 form.

Managers will sign off on time sheets, and all hours will be tracked electronically. Overtime will be permitted consistent with state law.

8. Performance Evaluations & Professional Development

Management and ownership will provide for professional development for employees to move up within NECC, and the broader marijuana industry in Massachusetts and, where possible, nationally or in other states. We will build in the option for our employees to travel to local marijuana conferences with sponsorships from our company to cover registration costs and other costs as appropriate. We believe in developing employees and helping people meet their own career goals and expectations.

NECC Management will be responsible for conducting performance evaluations quarterly, semi-annually and annually, depending on the employee. Employees will begin employment with a probationary period and receive their first evaluation within 90 days of the probationary period. A positive evaluation is required to continue employment with NECC.

9. Logs, Personnel Files and Record Keeping

Pursuant to all CCC Regulation, the dispensary shall keep and maintain upon the permitted premises for a six-year period true, complete, legible and current books and records, including but not limited to the following:

- Inventory tracking including transport of company cannabis and manufactured cannabis products
- Sales and compliance with regulations pursuant to CCC Regulations
- Financial records including Company income, expenses, bank deposits and withdrawals, and audit reports;
- Logs of entry and exit for dispensary facilities
- Employee records

Security recordings will be retained a minimum of one year. The dispensary will submit quarterly reports on the 15th of each quarter, thus, on January 15, April 15, July 15, and October 15. (Reports will be considered on time if submitted the next day if the 15th is a Saturday, Sunday or a State holiday.) Reports shall include, but are not limited to pursuant to state regulations:

- Records of entry and exit for all individuals who entered the facility
- Amounts by category of cannabis products manufactured and offered for sale by the dispensary
- Amounts by category of cannabis and manufactured cannabis products sold by the dispensary
- A list of all cannabis, manufactured cannabis products, or unusable cannabis materials that have been destroyed or will be destroyed by the dispensary
- A summary of the financial statement
- Laboratory results of all tests that were conducted
- Description of any breach or halt in the dispensary's security system and tracking system
- Any additional/other information requested by the department

Logs to be recorded and maintained include:

- Visitor Logs
- Cleaning Logs
- Maintenance Logs
- Trash/Disposal Logs
- Daily Inspection Logs

Not all employees will have access to personnel files. Employees who have access to personnel files will be specially vetted to review them and trained in security protocols to maintain their confidentiality. All employee, training and performance evaluations, complaints, violations and other relevant performance records will be maintained for no less than 6 years or longer as required by CCC regulations.

Dispensary Customer-Focused Procedures and Processes:

10. Customer Service

NECC is aiming to serve a wide range of customers, from those who already regularly use recreational marijuana products and typically buy it from other locations or those who are used to purchasing on the black market. We also expect to offer a craft-focused and individually tailored experience for adults over 21 years of age who are interested in trying high-end, locally and responsibly grown cannabis products. Accordingly, we expect to offer a stress-free, safe environment for our customers to receive what they came in looking for. All of our employees will be trained to provide this safe environment, and will be responsible for maintaining that spirit for the customer.

- Hours of operation will be 9am-10pm Monday to Sunday, we will be closed on holidays.
- All opening employees are required to show up to work 30 minutes prior to the shop opening to start their shift and perform diligence and compliance functions.
- All products sold at the dispensary will be approved by the CCC and tracked in the seed-to-sale tracking systems required by state licensure.
- Absolutely no inhalation or other ingestion of marijuana shall be performed on the site. Any person who does so will not be permitted to shop at NECC facilities again.
- When customers enter our facility, they will enter into a “holding room” where they will be greeted by security personnel. Security personnel will ask for their government issued identification and scan the identification into our electronic verification system to make sure that identification is valid. No customer without a valid identification will be permitted past the security “holding room” and into the dispensary.
- No customers will be allowed to consume food or drinks at the facility.
- Once permitted entry, an employee will hand the customer a menu of available products, explain the products, and answer questions of the customer will greet a customer.
- Once a customer is ready to order, he or she will approach a register and make their order to a staff member.
- Once the customer makes the order, the dispensary staff member will approach the locked marijuana storage products and take out only what is asked for by the customer. Customers are not permitted to handle the product in the store prior to or after purchase of the product.
- If for any reason, including disability, a customer is unable to follow this standard protocol, a manager will be called to assist the customer directly.
- The sale will be entered into the point of sale system and the sales agent will collect either the cash or credit/debit card of the customer to complete the purchase. The sales agent will provide a receipt with the summary as well as the purchased product to the customer.
- The customer will then leave the store.

- If the customer needs to reenter the store after purchase, or for example left their wallet in their car before completing the transaction, the customer will be required to go through security again as if they are a new customer.
- If at any time there is a cash balance within any point of sale system of \$4,000 or more, the sale agent, with supervision of a manager, is required to prepare a cash deposit into the cash vault which is located off of the sales floor and in the reinforced safe room.
- Closing employees are required to stay after the hours of the dispensary to complete closing tasks, which are included but not limited to an evening inventory, securing and documenting all cash deposits and preparing the deposits for transfer to Bay Coast Bank through our Security service.
- The store will be cleaned thoroughly, and all trash will be taken out in accordance with state regulations to our locked and secured private dumpster. The security personnel will escort any employee to dispose of garbage at the end of the day, and an employee of the dispensary will take out garbage. All logs will be kept as it relates to closing out and garbage disposal.
- With the exception only of local and state licensed professionals performing diligence, no person aside from employees of the dispensary shall ever be allowed behind the registers or in the private, biometrically accessed safe rooms or product storage areas.

11. Opening Procedures

Opening employees have the great responsibility of making sure the store is prepared for customers the moment business opens. Our store will only open if there is a manager, two or more sales associates, as well as a security officer present. The list of opening-tasks mirrors that of most retail stores, but also include detailed and specific tasks for both record keeping and security, all of which will be completed or overseen by the manager on duty:

- Disable Alarm System
- Turn on all lights
- Review the closing report from the previous night and sign a form acknowledging it was read and understood
- Review any store opening checklist and visually inspect the store
- Open safe, check and place cash registers in the appropriate machines
- Turn on electronic devices like point of sale machines
- Assign cleaning and merchandising duties
- Confirm daily employee schedule and fill any gaps if necessary
- Check all signage and make sure it is consistent with NECC's daily plans
- Make sure security system is operational
- Ensure stock of supply corresponds to the menu of products being offered and adjust as necessary, and print out correct menus.
- Check email from the company and respond to all relevant emails
- File opening checklist in the appropriate location and digitize it to improve security of what is completed.

12. Customer Intake Process

NECC will comply with state regulation 935 CMR 500.140(3) and any additional local regulations. procedures for how MRE's interact with customers. NECC will only allow customers that are 21 years or older and have a verified and scanned government issued photo identification like a driver's license, official state ID, or Passport. Customers enter the MRE and will be greeted by security staff for the above verification before they are permitted into the retail floor inside. Customers who do not meet the security clearance and ID check will not be permitted in the MRE.

Each customer who passes the initial security holding area will be granted entry into the main sales floor. Expertly trained staff will greet customers and begin the process of guiding them through their shopping experience. The customer is not permitted to handle marijuana products prior to the sale, though we will have display items and a menu of items and descriptions that customers can interact with.

All products for sale will be stored securely and only accessed and delivered to the customer over the counter at the time of purchase. All packaging will be compliant with state regulations and will be child resistant, and when possible, compostable or otherwise not made of plastic. 935 CMR 500.105 lays out additional regulations for packaging and labeling that include strain information and requisite warnings, among others.

13. Point of Sale

Every NECC Employee will be trained to learn our seed to sale tracking software as well as the point of sale system used to track inventory and check out customers. It is the expectation (although this is subject to change) that NECC will partner with MJ Freeway, a reputable point of sale software system that is operational in marijuana retail establishments across the country.

CCC Regulations mandate that:

- (a) A dispensary licensee shall track electronically the dispensary's inventory of marijuana and manufactured marijuana products through each stage of processing, from propagation to point of sale, disposal, or destruction, and maintain a record of clear and unbroken chain of custody at all stages, including during transport of the inventory between dispensary facilities and between a dispensary facility and a laboratory. This facility will provide RFID tagging and other identification numbers to aid in tracking and the point of sale of function.
- (b) A dispensary licensee shall track electronically all sales of marijuana and manufactured marijuana products to customers from all dispensaries in the Commonwealth, to ensure that no sales are authorized in excess of legal limits, and shall have a sales system that automatically prohibits sales in excess of the legal limits and that cannot be overridden manually.
- (c) A dispensary licensee shall acquire, operate, and maintain a secure computer software tracking system that interfaces with the department's computer software tracking system to allow the department real time, twenty-four hour access to the dispensary licensee's tracking system and inventory records. The dispensary licensee's tracking system shall capture and report all the data required by the department's tracking system. The facility has selected MJ Freeway for this requirement due to its ease of integration with the state's software.
- (d) In the event of a breach or failure of its tracking system, a dispensary licensee shall suspend operations dependent on the tracking system until the tracking system is fully operable. The dispensary licensee shall notify the CCC immediately upon the breach or failure, and again when it resumes operations.

All customers shall be trained on the use of point of sale systems and will be responsible for reconciling their cash drawers at the beginnings, in the middle where a deposit in excess of \$4,000 is made, and end of their shifts. Employees will sign the forms, and management will review them to ensure there are no discrepancies. Any suspicion of misconduct, product or financial loss, will be met with the immediate firing of an employee as well as notification to law enforcement and regulators of any suspected misconduct.

14. Display of Marijuana Products

NECC will not display marijuana products on the sales floor. NECC will have educational materials, an ordering menu with pictures of the products available for viewing. No products will be able to be handled or otherwise (ie: smell) inspected by customers prior to purchase of the products.

NECC may have interactive displays of customers in the “holding room” for customers to review prior to admission into the retail store itself. This is not yet decided, but may come over time depending on the wait time for customers and to ensure an educational experience for the customers.

15. Consumer Education

NECC takes the education of its customers and the general public extremely seriously. We expect the following materials to be available for all customers, including those with disabilities and for whom English is not their first language:

- All required warning as adopted by the CCC, which includes notice that all marijuana products are not approved by the FDA, as well as the restrictions placed on marijuana by state law.
- A focus on safe operating and a reminder that it is unlawful to consume marijuana in public and to drive under the influence of marijuana.
- Information about dosing and consumption of marijuana.
- Helpful instructions and suggestions for making sure marijuana is kept out of the hands of people under the ages of 21 years old at all times.
- Facts and resources related to substance abuse and where to turn to for help, both locally and state-wide.
- Information regarding penalties if one is to redistribute legally purchased marijuana.
- All other information required by local and state licensing authorities.

16. Guest Registration

NECC's facility is a very secure location where unexpected guests are not permitted. No person without government ID shall ever be permitted to enter the facility, no matter the circumstances. Guests for the purposes of this section shall include vendors, security personnel otherwise not employed by the company, or potential partners ie: cultivators and manufacturers of marijuana who are considering wholesale partnerships with NECC.

Prior to visitor arrival, it is required that 48 hours of notice shall be provided to ensure there are no issues that would prevent the specified visitor from being allowed into the facility. It is required that the full legal name of the visitor, the date of the expected visit, all relevant employer information, and a list of the purpose of the visit be provided in writing to the security company.

A NECC manager or, where appropriate, employee, will be physically present with any guest on NECC premises at all times.

All guests will be required to have a government issued identification that also is electronically verified by our security team prior to entry into the facility.

A visitor log shall be maintained by NECC at all times for inspection by licensing authorities.

Dispensary Security and Safety Toplines:

17. Room Area Descriptions

All NECC rooms, as well as the outside, will be secured with video surveillance that is stored in the cloud and is electronically backed up in the event of a municipal power outage. All video storage shall be stored and accessible for at least one year, and there shall be no part of the internal, external or parking facilities that is not visible in security cameras. NECC's Groton Dispensary shall have the following rooms all within the existing 1700 square foot of the retail establishment:

1. Entry Room: This room will be entered from the front door as the main entrance. This is the room where customers are permitted to enter or exit the main facility.
2. The Sales Floor: This room is where there will be 5 point of sale stations and is where customers sit and stand to order their marijuana products.
3. Safe Dispensing Room: Adjacent to the sales floor, this is where sales agents will enter to fill customer orders.
4. Bathroom: We will have a unisex bathroom that is available to employees only.
5. Safe Room: We will have security mesh built into all walls of the safe room with an underground cash deposit room. This room will be inaccessible to anyone aside from management.
6. The Man Trap Room: Prior to entering the safe room, there will be a mantrap room for extra security to prevent any security violations.
7. Delivery Hallway: Deliveries will enter through the back of the facility, and inventory can be taken in the store prior to inventory being put in the Safe Room.

18. Inventory Controls

It is the ultimate responsibility of the manager to complete inventory related forms to ensure full compliance with state regulations.

Inventory will be tracked electronically from the moment it is ordered for delivery through its sale or disposal, with our inventory tracking system managed by our seed-to-sale tracking system, MJ Freeway. Our tracking system is fully integrated with all state tracking requirements and systems. This provides real-time, electronic inventory updates that are accessible to regulators, company officials and managers at all times.

Delivery and shipping manifests will be maintained in NECC's cloud storage database, and all other records will be maintained in compliance with CCC regulations.

19. Storage Procedures

Once delivered to our facility from the cultivators and manufacturers, marijuana will be stored in our safe room, which is temperature controlled to protect the integrity and quality of the marijuana products prior to their sale to customers. Access to the safe room will be only granted to managers, who will control the product flow to the safe dispensing room. These rooms will not be treated by chemicals, and will be cleaned in the most meticulous ways to prevent any insects, rodents or other pests.

Marijuana that is dispensed to customers from the safe dispensing room will not be left overnight, and must be locked in the safe room as part of the store closing process. As part of the opening process, the manager will move marijuana from the safe room to the safe dispensing room.

All movement of marijuana from the safe room will be electronically scanned so that its movement can be tracked and to prevent any product loss. We expect a loss percentage of 0%. As product moves through the facility, bar codes will be scanned so that our seed to sale tracking system knows where each product is at each moment prior to customer sale.

20. Dispensary Security

NECC will be one of the most secure facilities in all of Groton, and no shortcuts will ever be taken or tolerated as it relates to the security of our staff, customers, the community or products.

Experts in local police departments from the Merrimack Valley have put our security plan, which is not included in whole in this operations plan. It is tailored to our site and all the specifics are related to our facility.

Day-to-day, the security officer (who will be stationed out front from 30 minutes prior to opening until the closing and deposits are complete after closing) as well as dispensary staff will all have roles to play in maintaining safety.

All employees will have the following specific competencies:

- Training and knowledge on all security regulations for marijuana products and dispensaries
- Detailed understanding of NECC security policies and procedures
- The ability to notify law enforcement immediately through panic buttons if necessary or phone calls if non-emergency related
- The ability to assist in opening and closing the facility
- The ability to monitor security systems of all kinds
- Assist the managers with deliveries, as required by the town
- Complete shift reports, visitor and access logs
- The ability to elevate any systemic concerns directly to management or ownership, depending on what is appropriate in their judgment
- Training to intervene in a customer's medical emergency and summon the appropriate authorities ie: medical, police, fire

21. Incident Reporting

There shall be incident reports always written up in the event of a security related issue upon the completion of the emergency component of the issue. Each staff member will be honest in describing any circumstances surrounding an emergency.

22. Emergency Protocol

NECC will establish emergency procedures and protocols to be implemented in our dispensary in consultation with the relevant Groton town departments, including but not necessarily limited to the Groton Police Department and Groton Fire Department. Employees of NECC will be fully trained on emergency protocols once employed by the company. Very specific emergency protocols will be developed for armed robbery, fire emergencies, burglary or invasion. Guidelines for the protocols are as follows:

a. Armed Robbery

- NECC values its employees and all human life first. All inventory, cash, etc. is replaceable, but safety is the most important and should never be compromised.
- If being robbed at gunpoint or you feel your life is in danger, comply with all requests from perpetrator. Give them whatever they ask for.
- Try to signal for help through security panic buttons provided or through the panic button or police services button located on the alarm panel.
- Contact police as soon as possible.
- Notify any required state or local authorities.

b. Burglary

- Contact 911 for break-ins or burglaries.
- Contact any required state or local authority in cases of theft, break-ins or burglaries.
- Theft can come generally from employees or from non-employees, and we will be trained to prepare for both types of theft and respond accordingly when it is suspected or discovered.

c. Fire

- If fire is small and isolated, try to exhaust the fire with one of the fire extinguishers.
- In case of a fire emergency, evacuate the store by announcing the evacuation loudly and calmly.
- Upon safety of all people immediately in danger, dial 911 for Fire Department or push the symbol on the alarm panel for fire emergency.
- All employees will participate in fire drills prior to the store's official opening, and drills will be maintained regularly for newer employees.

23. Evacuation Plan

NECC will have an evacuation plan that all employees are trained to understand and have drills prior to employment.

Facilities & Inventory Management:

24. Inventory Management

Inventory management will be maintained electronically using our seed-to-sale tracking system, as well as with relationships with cultivators, manufacturers and distributorships as agreed upon in contracts executed by NECC and the businesses.

NECC will employ a “First in, First out” inventory model, meaning that the company’s oldest inventory items will be sold first. Management will ensure that all employees are trained properly on inventory methods to ensure that this and all procedures are being followed.

Inventory management is a critical factor to ensure the success and popularity of our company. Pursuant to all CCC regulations, the tracking of all marijuana from seed-to-sale will be done through an advanced electronic inventory control system with multiple checks and balances in place to allow our staff to have a complete awareness of all inventory through each stage of processing from delivery to point of sale, disposal, or destruction.

The electronic inventory control system will allow the regulators to monitor in real-time, the dispensary’s tracking system and inventory records. All data collected by staff shall be recorded through the use of template log sheets, computer systems, Secured Information Systems (SIS) and Point-of-Sale systems (POS). In accordance with CCC regulations, the dispensary will maintain a record of clear and unbroken chain of custody at all stages.

Physical inventory counts will be done on a daily, weekly, and monthly basis. Inventory control procedures shall be utilized as the primary way of determining whether there has been any product diversion and ensuring that all cannabis and cannabis-infused products are only being distributed legally to qualified customers over the age of 21.

Physical inventory template log sheets will be filled out each morning before the start of business and again at the closure of business. All weekly inventory/tracking requirement procedures shall be conducted in full compliance with state regulations. Data collected during daily, weekly, annual and random inventory procedures shall be logged and input into computer, SIS, and POS systems. Inventory figures will be cross-referenced with the POS system inventories and data to determine that there are no quantity discrepancies and the chain of custody is maintained in a clear and unbroken manner. In the case of a discrepancy within inventory, we will investigate the root cause of the discrepancy to determine the cause. If the discrepancy is due to employee theft or diversion, we will act quickly to terminate the employment of the perpetrator and contact all necessary authorities for further action. All inventories, procedures, and other documents required by the department shall be maintained on the premises and made available to the department at all times. In the event of a breach or failure of the tracking system, the dispensary shall suspend operations depending on the tracking system until such time that

the tracking system becomes operational. The dispensary will notify the department immediately upon such aforementioned event and again when the operations are resumed.

25. Facility Cleaning

A perpetually cleaned facility is required at all times. All employees will be trained to clean each room of the facility as well as deep cleans monthly of the safe room and safe dispensing room. All cleaning products will be non-toxic and non-chemical based and water will be heated to a temperature that is required to disinfect each surface.

26. Disposal of Cannabis by Facility

We foresee the destruction of marijuana under very limited circumstances, that include but are not limited to:

- If the marijuana is “expired” and should not be sold any longer.
- If the marijuana is damaged in any way and not fit for sale.
- If it is related to a testing issue and is recalled by regulators.
- If the marijuana accidentally is exposed through an accident in handling and is therefore not safe for resale.

Most importantly, all destruction of marijuana shall be completed on video and stored for up to six years. All marijuana must be recorded as destroyed and disposed of through the seed-to-sale tracking system and approved by managers in the system. It is the responsibility of the manager to ensure that all marijuana is destroyed in accordance with law and that all procedures are followed through the secure disposal of the marijuana.

Consistent with state law and regulation, all marijuana must be disposed of in a way that has first rendered it inert and unable to be consumed.

27. Power Loss

In the event of a municipal or other power loss, NECC will operate with backup generators to ensure that all security systems remain online and all cameras are recording and storing security footage.

All employees will be trained about procedures to follow should a power loss occur during the hours of operations. Power outages will be reported to the appropriate state utilities and employees may not conduct any sales unless power is on and fully operational. In the event of a long-term power outage, NECC will not operate until power is restored.

28. After Hours Contact Information

The after hours contact information for the corporate owners of NECC, LLC is as follows:

New England Craft Cultivators
113 George Street
Boston, MA 02119

Ture Turnbull
617.602.7868
trturnbull@gmail.com

Wes Ritchie, Esq.
508.479.8344
wes.ritchie@gmail.com

Community, Public Safety & Security:

29. Good Neighbor Plans

As an organization we realize that when we begin operations we will become a member of the surrounding communities and as such we want to become a valuable and productive member within said communities. Safety for our employees and the surrounding communities is of upmost importance to our organization. We have plans to develop and implement community outreach programs. Such programs and events will include food and clothing drives for local food banks, churches, and others – and we expect this to be community driven.

Good Neighbor Policy

It is our policy to implement and execute a Good Neighbor Plan and respond to any reasonable complaint immediately to the complainant with a proposed solution and within 10 days or as otherwise requested by licensing authorities. All neighbor communications must be maintained as part of the company record. The intent is one of mutual respect between neighbors; to avoid adversarial positions, to treat others as one would like to be treated; to keep an open mind; and be willing to cooperate with neighbors with a goal of creating a safe and healthy neighborhood environment. NECC, LLC has worked hard to build positive relationships with the residents and businesses and will continue to build relationships with the community through:

- Introduction meetings with all surrounding businesses, building owners, and residents
- Educational information sessions to discuss the benefits of cannabis and the company's overall mission and goals
- Open feedback channels so any new concerns can be immediately addressed through our website, telephone, or mail
- Complete compliance with all state and local ordinances
- Non-obtrusive business practices that ensure our business is discreet and operates like any other business
- No blatant signage with offensive symbols or verbiage
- Unmarked discreet transportation/delivery vehicles
- No offensive or unpleasant odors

30. Environmental Plan

Conservation and the reduction of our carbon footprint within the communities we operate in is a critical concern for our organization. We will look for new and innovative ways to reduce our carbon footprint within the dispensary. 'Reduce, Reuse, and Recycle' will be implemented on an organization-wide scale. Environmental sustainability is of the highest priority in order to promote a sustainable community and ensure the impact of our business is positive and influential in achieving future environmental goals. In order to reach this goal, we have contracted an architect who will design intelligently, utilize energy intelligently, and strive for procedures that lead to zero waste. The employee conservation plan will detail specific actions employees can take for conservation efforts to try and reduce their carbon footprint. A possible reward program may be created and implemented to reward facility employees for conservation efforts.

NECC employees will recycle all paper and plastic waste products. Energy efficient lights and equipment will also be utilized within the facility. We may, when practical, also create programs within the organization that will encourage and reward employees for their personal conservation efforts, such as riding a bike to work.

31. Plans to Prevent Diversion of Marijuana

NECC's primary plan to prevent diversion of marijuana is through use of the MJ Freeway seed-to-sale tracking system, which has a live-updating inventory management system. This will allow for the early detection of inventory losses or discrepancies, which will lead to management investigations of said discrepancies.

It is also important that marijuana is not diverted from the legally purchasing customer once it leaves our facility. We will ensure that all products sold from our store are packaged in child and tamper proof containers. We plan to sell devices that will discreetly lock marijuana products away from children and not attract attention to them. The seed to sale tracking system will allow any labels recovered from product that ends up inappropriately to be tracked to the user who purchased it. We plan to work with law enforcement if necessary to reveal that data in the event of an investigation.

We take the possibility of employment diversion extremely seriously, and plan to instill a culture where employees are valued, paid enough to live comfortably, and disincentivized from the possibility of diversion. Our stores will be set up to minimize the chance of diversion and maximize the chance of understanding where diversion took place if it does, especially through 100% security footage of every part of the store and surrounding areas.

We take the pricing of our products seriously and will make sure that prices are not designed to create opportunities for resale in a profit making way.

32. Security Plans and Procedures (Elaborated Upon)

NECC takes security seriously – and so do the regulatory bodies like the CCC, DPH and Town of Groton. We value the safety and security of our employees and customers. Our training will be comprehensive as it relates to security, and as detailed other places in this operations plan.

Security and Alarm Systems:

NECC has employed a security company with a stellar reputation for expertise and safety, Eagle Investigation Services, Inc. NECC, in partnership with Eagle Investigation, will operate a comprehensive and exceptional alarm and surveillance system. We will have external security video monitoring of 100% of the inside, outside and parking lot of the marijuana facility. Cameras will be placed strategically to capture identifying information of every vehicle in our area, for example, to capture license plate information of customers and people in the space of the dispensary.

Security video will include sound, and will be recorded and saved in high definition in a way that is available for law enforcement or any internal or external investigation.

NECC has made the decision in conjunction to be as secure as possible – going above and beyond CCC regulations. For example, instead of a heavy duty safe, we have committed to retrofitting a room that is concrete reinforced and immobile. We are utilizing a safe within a safe room for cash deposits that is only accessible by management.

NECC will use electronic access doors within the facility where appropriate so that certain employees without access to restricted areas like the safe room are not able to gain access to them. We plan to review all security details with the Groton Police and Fire Departments

NECC will have panic/emergency alarm systems wired in many places strategically across the building. We will coordinate response times and panic activation with local law enforcement. Our security systems will be online 100% of the time whether the store is open or closed.

NECC will perform routine checks of our safety system, and when necessary consult with outside systems to test our security systems and update them as technology advances.

Additional precautions and measures will be taken to ensure that NECC is among the safest places in Groton:

- We will employ a data security company to ensure all records and customer information is digitally protected from data breaches and intrusions
- We will utilize motion sensors with hair-triggers to maximize information should there be an incident in the area

- Cameras will be weather-proofed so that snow rain or other conditions do not impact the quality of the information gathered
- We will employ technology like infrared, night vision and other systems to ensure maximum security
- The holding room will be a locked barrier to prevent intruders and maximize response time in the event of an invasion
- We will make sure that no loitering takes place at the facility
- Panic buttons will exist in every room of the facility, and multiple will exist in rooms like the holding room and main floor areas.
- We will consider and work with the town of Groton to install alarms that indicate an incident that may require armed responses and differentiate that from smaller nuisance issues
- No person aside from trained agents of NECC shall be permitted to handle the cannabis on site.

New England Craft Cultivators, LLC Ownership and Management Team

WES RITCHIE, ESQ.

Wes is an attorney licensed to practice law in Massachusetts since 2013 and has worked in state and local government for over 14 years, including as a local elected official, appointed local board member, and in a variety of roles in state government. Most recently, he served as the Chief of Staff for Senator Barbara L'Italien for 4 years, from 2015-2019. While the Chief of Staff for Senator L'Italien, he helped oversee new state funding for Dracut, Andover, Lawrence and Tewksbury, as well as regional funding for Haverhill and Lowell.

Wes is an activist at heart, and he got his start in 2004's "equal marriage" movement as an organizer for MassEquality. This passion has been a thread of his career. Wes graduated from law school and went back to work at MassEquality as the Political and Organizing Director of Mass-Equality nearly 10 years later.

Wes has experience in small retail management and on public policy around marijuana. He advised the Massachusetts Senate Committee on Marijuana Chair on Massachusetts' first legislatively passed home-grow regulations and has been actively running a small business as well as political campaigns across Massachusetts for many years. Wes has also served on the board of progressive and prevention organizations like Planned Parenthood of MA Advocacy Fund, the Framingham Coalition for the Prevention of Alcohol and Drug Abuse and the James E. Crockett Agricultural Educational and Charitable Trust.

TURE TURNBULL

Ture Turnbull has been the Executive Director of MassCare for the last five years, managing every operational aspect of the company. Ture is a recognized health care expert and experienced policy advocate in state and local government.



Ture Turnbull (L) and Wes Ritchie (R) stand in front of their proposed Dracut Marijuana Establishment, which received local licensure in January 2020.

Ture was sworn in as a Commissioner by former Governor Deval Patrick to the LGBTQ Youth Commission, spending his time there focusing on creating positive health outcomes for vulnerable communities.

Additionally, Ture has worked in local government for nearly 10 years.

He enrolled at Northeastern University to receive his B.S. in Public Administration (International Affairs Specialization) followed by a M.S. in Urban and Regional Policy. Ture went on to receive a certificate of education in Shaping Healthcare Delivery Policy from the Kennedy School of Government at Harvard University.

The following is a list of all persons and entities with ownership and control within New England Craft Cultivators, LLC as defined by 935 CMR 500.002.

This form shall serve as certification that no Person Having Direct or Indirect Control of the Marijuana Establishment has committed any offense(s) that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 Tables B-D.

1. Wesley Ritchie
113 George Street
Boston, MA 02119
508-479-8344
wes@necraftcultivators.com
2. Ture Turnbull
12 Robeson Street
Boston, MA 02130
617-602-7868
ture@necraftcultivators.com

Signed,

Wesley Ritchie

Wes Ritchie
New England Craft Cultivators, LLC
Co-CEO

Ture Turnbull

Ture Turnbull
New England Craft Cultivators, LLC
Co-CEO

The following is a list of all persons and entities with ownership and control within New England Craft Cultivators, LLC as defined by 935 CMR 500.002.

The listed individuals have ownership in the licenses held by New England Craft Cultivators, LLC for marijuana retail in Dracut, Massachusetts, and Pepperell Massachusetts. The below individuals also own, through New England Craft Cultivators, LLC, an interest in a cultivation license that has been applied for in Colrain, Massachusetts by the entity MA Craft Cultivation.

1. Wesley Ritchie
113 George Street
Boston, MA 02119
508-479-8344
wes@necraftcultivators.com
2. Ture Turnbull
12 Robeson Street
Boston, MA 02130
617-602-7868
ture@necraftcultivators.com

Signed,

Wesley Ritchie

Wes Ritchie
New England Craft Cultivators, LLC
Co-CEO

Ture Turnbull

Ture Turnbull
New England Craft Cultivators, LLC
Co-CEO

Qualifications and Training

New England Craft Cultivators, LLC will ensure that all individuals hired to work at its Marijuana Retail Establishment are qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications of Employees:

In accordance with the state's cannabis laws and regulations, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

New England Craft Cultivators, LLC will also ensure that its employees are suitable for registration consistent with state regulations concerning suitability. In the event that New England Craft Cultivators, LLC discovers any of its Agents are not suitable for registration as a marijuana establishment agent, the Agent's employment will be terminated, and New England Craft Cultivators, LLC will notify the Cannabis Control Commission within one (1) business day that the Agent is no longer associated with New England Craft Cultivators, LLC.

Initial Training and Continued Education

In accordance with the state's cannabis laws and regulations and prior to performing job functions, each of New England Craft Cultivators, LLC's agents will complete training that is tailored to the roles and responsibilities of the Agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

Initial onboard training for new employees will consist of the following:

1. New retail agents must complete an initial training regimen prior to performing actual job functions.
2. Training includes shadowing a retail agent in a similar role with similar job responsibilities
3. Training must also include training on confidentiality as well as in depth review of Marijuana adult-use regulations.
4. Incident de-escalation techniques and emergency policies.
5. Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual hired indicating the date, time, and place they received said training and the topics discussed, including the name and title of presenters. This must be included in employee's personnel file.
6. Responsible Vendor Training:
 - a. Within 90 days of hiring all employees that are involved in the handling and sale of marijuana for adult-use will attend and successfully complete a responsible vendor program to be designated a "responsible vendor."
 - b. Administrative employees who do not handle or sell marijuana will also take the "responsible vendor" program.

Ongoing training shall include but not be limited to:

1. At a minimum, staff shall receive a minimum of 8 hours on-going, relevant training and/or supplemental education annually.
2. The Director of Security will determine the annual training agendas for both retail and cultivation staff.
3. All employees that are involved in the handling and sale of marijuana for adult-use will successfully complete the responsible vendor program once every year thereafter as required by the Commission to maintain designation as a “responsible vendor.”
4. Professional development opportunities to ensure employees are on track to meet their personal career goals and that New England Craft Cultivators, LLC is helping them meet those advancement goals.

As part of the Responsible Vendor program, New England Craft Cultivators, LLC’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration, and confiscation of fraudulent identifications;
5. Other such areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability and license and court sanctions;
 - d. Waste disposal and health and safety standards;
 - e. Patrons prohibited from bringing marijuana onto licensed premises;
 - f. Permitted hours of sale and conduct of establishment;
 - g. Permitting inspections by state and local licensing and enforcement authorities;
 - h. Licensee responsibilities for activities occurring within licensed premises;
 - i. Maintenance of records and privacy issues; and
 - j. Prohibited purchases and practices.

Groton: Proposed Hours of Operation

New England Craft Cultivators, LLC is proposing to be open Monday through Saturday from 9 am to 10 pm and Sundays from 10am to 6pm for its retail facility. The applicant fully understands that the licensing authorities may alter these hours upon reasonable justification.

Plan for Protecting Public Health



New England Craft Cultivators, LLC (NECC) is determined to be a good neighbor and responsible business partner with the Town of Groton. This includes a commitment to protect public health and nuisance. Consistent with our other dispensaries, we will make sure no odor from marijuana can be detected by a person with a normal sense of smell at the exterior of the Marijuana Establishment or at any adjoining use or property.

From an air quality and odor mitigation perspective, our products will be delivered and kept in sealed, enclosed containers so there will be no odor during delivery or inventory/distribution within the store. Consistent with our security plan, all products will be safely secured and kept in a safe that is air controlled, which will add an additional barrier of odor control. Customers who purchase NECC products will leave in sealed, childproof containers, which do not omit odor from the containers themselves.

To that end, NECC will design the following Air Quality and Odor Control Plan with its HVAC vendor to comply with local regulations. The plan may be adjusted as build-out of the system progresses, but will maintain the same goals and commitments set forth in this plan.

- If necessary, the space will be conditioned to use multiple split heat pump systems of various capacities and a ductless mini-split system. Each of the split systems, excluding the ductless mini-split system, will be equipped with unit-level pleated filters. Fresh air will be brought to each of the ducted systems from a fresh air duct that is run to the exterior of the structure. Fresh air quantities are calculated using the American Society of Heating and Refrigeration Engineers (ASHRAE) Standard 62.1. The fresh air will tend to pressurize the space.
- New England Craft Cultivators is planning to design for a negative pressure to contain any internal odors. To accomplish this, an in-line, belt-driven exhaust fan will be provided to remove the amount of fresh air provided inside the store and an additional amount that will ensure a negative pressure within the space.
- If necessary, to prevent any odors from leaving the space, an in-line exhaust fan will be equipped with a filter section loaded with 30lbs (or more depending on the recommended amount for the space) of activated carbon, in a rack-mounted configuration. Activated carbon is an extremely effective absorptive odor control substance. An ozone generator will be placed upstream of the carbon filters, in the housing assembly. Ozone (O₃) is an effective odor control mechanism. In this case, it is used to help control the out-going airstream odors and recharge the activated carbon filter media, extending the life of the media.

- Once all necessary systems are running, systems will be air balanced to ensure design airflows for supply, fresh air, and exhaust air base values have been met. Once this is completed, a differential pressure gauge shall be used to ensure that a negative building static of no less than .05" of negative building static has been achieved. A maximum negative building static shall not exceed .15". An initial test with trade specific calibrated sensor will establish a base-line of operation for odors in the out-going air stream.
- Once odor control has been established, periodic testing shall be conducted to ensure that the odor control system are operating to maintain the baseline. As the filters age, replacement will be required and will be conducted, as determined by the calibrated sensor on the test equipment.
- Testing will be done, in the absence of other standards (provided by the Cannabis Control Commission, for example), in accordance with the Standardized Odor Measurement Practices for Air Quality Testing. Testing shall be done using a field Olfactometer, calibrated with ASTM E544-75 and AWMA odor control standards, using the Scheduled Monitoring protocol.
- NECC will oversee planned, scheduled monitoring on a daily walk-about visit around the exterior of the site, near the exhaust system. Data will be compiled and compared to established norms. Using a 5 point Odor Intensity Reference Scale and comparing daily readings, we will know when the carbon filtering exhaust system needs to be evaluated and/or repaired.

Groton: Proposed Terms of Host Community Agreement

Dear Town of Groton,

New England Craft Cultivators, LLC would be honored to enter into a Host Community Agreement with the Town of Groton and asks that the Town of Groton to consider terms that will help small businesses like ours grow and succeed in Groton. Municipalities like Lee, Northampton and Dracut have done away with onerous fees on cannabis businesses and there is currently litigation with the City of Haverhill that could have a major impact on Host Community Agreements across Massachusetts.

If we are selected to move forward with this process, we will enter into good faith negotiations and will happily provide copies of the Host Community Agreements we have signed with the towns of Dracut and Pepperell, both of which strike a responsible balance of allowing small businesses like ours to succeed while securing big successes financially for the towns, jobs for town residents, and opportunities across the community.

We strongly recommend the Town of Groton consult with the Massachusetts Cannabis Control Commission (<https://masscannabiscontrol.com/host-community-agreement/#basic-terms-and-conditions>) when beginning the research process of Host Community Agreement Negotiations. We believe this process has been made more fair over the past several years, and many lessons have been learned by operators like us and towns like you to make sure we all can grow, partner and thrive together.

Thank you,

New England Craft Cultivators, LLC

Noble Manna Farms, LLC

November 30, 2021

To the Groton Selectboard,

Thank you for providing me with this opportunity to introduce myself. I was born and raised in Massachusetts, served as a Sergeant in the Marine Corps, and graduated from the University of Maryland in 1998. I hold a degree in Management and Psychology along with several other certificate programs relating to management, development, immunology and neuroscience. I currently chair the Affordable Housing Trust in my community, which is a position I took on after spending nearly 20 years volunteering for municipal government, holding various elected and appointed positions including on the Planning Board, Finance Committee and Select Board.

I ran a successful event rental business for many years before pursuing an opportunity in the Cannabis space here in the Commonwealth. After the Commonwealth legalized recreational cannabis as an industry a few years ago, I sold the rental business and began transferring my company's assets into retail dispensaries. I currently hold two licenses in the Commonwealth for retail stores.

In the Commonwealth, the cannabis industry is regulated on two very distinct levels—municipal control and the Cannabis Control Commission, the state-mandated regulatory body. The two powers are exclusive, and I have an in-depth understanding of the municipal process that has allowed me to excel at finding locations and getting them through the exhaustive application process. The state process that covers the operational aspects of the business is far more uniform and organized in its approach to the running of cannabis business. In Massachusetts, the industry has a regimented and uniform approach to the operations which has standardized most aspects of what is considered the day to day and reporting functions.

In order to meet this uniform approach by the state, we have partnered with a Cannabis oriented staffing firm to provide us with high quality and experienced operation and managerial employees for the proposed store.

I will be pursuing a Host Community Agreement in Groton for the location at 3 Forge Village Road. This location is zoned General Business and is not within 500 feet of any restricted areas. I have acquired a signed Letter of Intent with the owner.

After attending your fall town meeting and taking time to explore the town. I have found Groton to be very similar to the two other towns of Mendon and Grafton to which I work and live. I feel positive about pursuing my third and final retail store in the town of Groton.

Sincerely,

Bruce W. Spinney III

Recreational Marijuana Establishment Plan

3 Forge Park Road

Groton, MA

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Supporting Documentation

a) Massachusetts Business Registration

Corporations Division

Business Entity Summary

ID Number: 001478046

[Request certificate](#)

[New search](#)

Summary for: NOBLE MANNA FARMS LLC

The exact name of the Domestic Limited Liability Company (LLC): NOBLE MANNA FARMS LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001478046

Date of Organization in Massachusetts: 12-30-2020

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 1093 MAIN STREET

City or town, State, Zip code, Country: HOLDEN, MA 01520 USA

The name and address of the Resident Agent:

Name: MATTHEW J. PELOQUIN

Address: 1093 MAIN STREET

City or town, State, Zip code, Country: HOLDEN, MA 01520 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	BRUCE W. SPINNEY III	71 POTTER HILL ROAD GRAFTON, MA 01519 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
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b) Certificate of Good Standing

Please see the Certificate of Good Standing at the end of the document

c) Persons or Entities with Direct or Indirect Control

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Bruce Last Name: Spinney Suffix: III

d) Capital Resources

We anticipate the project will cost approximately \$XXX to complete. This cost estimate includes pre and post operational funding as well as construction costs. These costs will be paid for by Bruce Spinney using personal funds.

e) Location and Lease

Please see the signed Letter of Intent at the end of the document.

f) Location compliance

The site is located within an General Business zoning district (GB) as Noble Manna Farms, LLC holds site control at 3 Forge Village Rd and, according to the by-law, this zone and by virtue thereof this location, is suitable to minimize the adverse impacts of the marijuana retailer on adjacent properties, residential neighborhoods, schools, playgrounds, and other

Located at 3 Forge Village Road which is zoned as General Business. See GIS screen capture for zoning and 500 Foot buffer.



Management and Operations Profile

a) Timeline

If we are selected for the Host Community Agreement in January. We anticipate the following timeline to open.

February 2022

- Community outreach meeting
- Begin provisional license application process
- Begin local permitting
- Preconstruction review
 - Preorder high demand materials and equipment

May 2022

- Anticipated completion of local permitting
- Anticipated provisional license
- Submit Architectural review to CCC

July 2022

- Anticipate Architectural review complete
- Begin construction

October 2022

- Anticipate occupancy permit
- Submit for final license & inspection from CCC
- Engage staffing firm

December 2022

- Anticipate final license approval

January 2023

- Anticipate opening

While some of these components can run concurrently, any delay in certain items may delay all future benchmarks. We made this timeline with the knowledge that we have all required funding available for this project and will not be required to delay due to the need of raising more capital. In addition our construction team has experience with these projects and our manpower will be allocated to meet the demands of this timeline.

b) Insurance

Liability insurance will be provided by Nautilus Insurance Company. We have use this company for our Cannabis location in Mendon, MA.

c) Operating Policies

i) Security

The safety and security of our employees, consumers, community, and products are paramount. Noble Manna Farms, LLC will implement security measures that will deter and prevent diversion, theft and unauthorized entrance by intruders. Both the interior and exterior of the building will be equipped with commercial grade, time and date stamped, 24-hour surveillance cameras.

External:

- Outside perimeter sufficiently lit for facility surveillance
- Commercial grade security equipment installed to alarm the perimeter, including all entry and exit points and windows
- Video cameras installed in all points of entry and exit and in parking lot - A silent duress alarm installed to notify local law enforcement
- Video cameras to run for 24 hours and shall provide date and time stamps - Video camera shall be installed in all areas that may contain cannabis product - No Loitering signs will be placed around premises

Internal:

- All persons entering the premises must show Identification
- All persons on premises must wear ID tag (staff and vendor)
- Limit Access Areas will be labeled with "Do Not Enter" sign
- All cannabis products are to be stored in locked area, out of plain site - All production equipment will be in locked areas
- All Limited Access Areas are be secured with electronic lock

ii) Personnel Policies

Hiring Procedure:

Noble Manna Farms, LLC plans to hire a staff of knowledgeable and engaging staff composed of local residents. The application process will require potential employees to fill out an application and provide a list of references. Upon an interview and clean reference check, the qualified person will begin the onboarding and training process. Within the first 3 months of hiring, all new employees must successfully complete a responsible vendor program. The CCC vets all potential employees through their Agent process which includes a background check.

Non-Discrimination Policy:

Noble Manna Farms, LLC is an equal opportunity employer. We will not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations. Our discriminate policy pertains to the hiring, firing, contracting vendors and laborers, We are committed to providing an inclusive workplace for all members of our staff, customers and vendors.

Smoke/Alcohol Free Workplace:

The use of drugs and/or alcohol while on location or working within the scope of their employment is absolutely prohibited. Any employee who violates this policy will be immediately terminated and removed from the premises. Local Law Enforcement agencies will be notified, if necessary, given the situation.

iii) Prevention of diversion to minors or illicit Market

The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include "[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old."

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

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

B. SPECIFIC PROVISIONS FOR RESTRICTING

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

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

iv) Cannabis storage

All marijuana products will be kept in a fireproof safe located in a clearly marked "limited access area" within the building.. The storage area will be equipped with adequate lighting, ventilation, temperature, humidity, space, and equipment to maintain the quality of the product. The area is to be maintained in an orderly organized fashion, free of any and all pests, rodents or insects.

Inventory :

An inventory software system will be utilized to track all marijuana products purchased, sold, returned, or otherwise. The system will assign a unique-plant identification, a unique-batch identification number and a barcode to monitor the transfer and development of the cannabis product.

Noble Manna Farms, LLC will implement monthly inventory audits, in addition to annual comprehensive internal audits. Inventory reports will include the following informations: The names of those who conducted the audit

- Their signatures
- Their titles
- Their findings

Disposal:

Products that are improperly packaged or labeled, or do not meet the CCC's prescribed quality standards shall be deemed "defective" and immediately removed from sales. Defective products are to be disposed of in a secure, locked safe. Noble Manna Farms, LLC will immediately notify the wholesale supplier and CCC of the defective product and promptly return the product to the originating wholesaler for destruction.

The disposal process must be done by a minimum of two employees. A record of the disposal must be documented. The record must include the names and signature of each employee involved in the disposal process, the date, and the disposed of products weight.

All waste will be mixed with bleach to render it useless for its original purpose. A properly authorized waste hauling company will be contracted to dispose of all final waste products.

v) Record Keeping

Nobleanna Farms, LLC, records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Noble Manna Farms, LLC 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 Noble Manna Farms, LLC, 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).

VISITOR LOG:

Noble Manna Farms, LLC 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

Noble Manna Farms, LLC 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. Noble Manna Farms, LLC 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.

Noble Manna Farms, LLC will electronically maintain all records for at least 3 years. Records must be maintained for the following:

- Written Operating Procedure
- Inventory Records
- Seed-to-Sale tracking records
- Personnel Records (ie. job descriptions, termination reports)
- Business records (ie. assets, liabilities, transactions)

d) Manager and operations qualifications

Noble Manna Farms LLC, has retained The Viridity Group to facilitate hiring, training and vetting operational staff including a general manager. Viridity has robust experience with the unique nature of staffing within the Massachusetts cannabis industry. Please see the Viridity Group flyer at the end of this document.

e) Certification on any offense that would result in Negative Suitability

Mr. Spinney holds multiple provisional licenses with the CCC, and has passed all applicable background checks.

f) Disclosure of Direct or indirect control in other Licensed Marijuana Establishments

Mr. Spinney has direct or indirect control in Noble Manna, INC located at 47 Milford St, Mendon, MA. as well as Discern'd Cannabis Purveyors at 130 Worcester St Grafton, MA.

g) Employee Training Plans

Noble Manna Farms, LLC 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 Noble Manna. 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), all of Noble Manna Farms, LLC's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Noble Manna Farms, LLC shall maintain records of responsible vendor training compliance, 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; and key state and local laws.

All employees of Noble Manna Farms, LLC 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 Noble Manna Farms, LLC 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).

Positive Community Impact

a) Hours of Operation

Day of the week	Open	Close
Monday	10:00 AM	10:00 PM
Tuesday	10:00 AM	10:00 PM
Wednesday	10:00 AM	10:00 PM
Thursday	10:00 AM	10:00 PM
Friday	10:00 AM	10:00 PM
Saturday	10:00 AM	11:00 PM
Sunday	10:00 AM	8:00 PM

b) Protecting public health

Noble Manna Farms will use all the policies previously outlined in the application. Including prevention of diversion to minors, storage & disposal as well as real time record keeping and inventory management to help protect the public health. There is a state statute that requires all products for sale come from registered Massachusetts cannabis businesses. They are all mandated to follow the rigorous testing requirements of the CCC. We will be exclusively providing products from state licensed vendors.

c) Demonstrating benefits to the town

Noble Manna Farms, LLC is owned by a Marine Corps veteran who plans to use this business as an opportunity to create more resources for fellow veterans and their families through financial support and scholarships.

We will be located in an underutilized commercial complex. This should incentivize further development at or near the location. We will provide a steady source of jobs and cannabis retail tax revenue. A store at this location will also promote out of town commercial traffic, helping to support other local businesses.

Host Community Agreement

Noble Manna Farms would be offering the town of Groton a 3% community impact fee for the duration of five years. Which is the maximum allowed under Massachusetts state law.



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

William Francis Galvin
Secretary of the
Commonwealth

November 22, 2021

TO WHOM IT MAY CONCERN:

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

NOBLE MANNA FARMS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 30, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **BRUCE W. SPINNEY III**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BRUCE W. SPINNEY III, MATTHEW J. PELOQUIN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BRUCE W. SPINNEY III**



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

October 27, 2021

BY E-MAIL ONLY

steve.catalano@catalanocompanies.com

matthew@campobassolaw.com

Samantha's Realty, LLC
Mr. Steven D. Catalano, Manager
188 Ayer Road
Harvard, MA 01451

Re: **Lease Proposal for the Property located at 3 Forge Village Road, Groton, Massachusetts**

Dear Mr. Catalano:

Bruce W. Spinney, III, or nominee, ("Tenant"), is pleased to provide Samantha's Realty, LLC ("Landlord") with a proposal to lease the space previously used by the Dunkin Donuts in a portion of the building ("Building") known as 3 Forge Village Road, Groton, Massachusetts ("Property"). The following terms and conditions are acceptable to the Tenant:

Property:	The land and improvements thereon located at 3 Forge Village Road, Groton, Massachusetts
Premises:	Approximately 3,200 rentable square feet located in the space previously used by the Dunkin Donuts and dry cleaner which comprises the entire first floor less any common area
Building:	The Building on the Property commonly known and numbered as 3 Forge Village Road, Groton
Tenant:	Business Entity to be formed by Bruce W. Spinney, III
Landlord:	Samantha's Realty, LLC
Lease Term:	Ten (10) years
Use:	Marijuana Establishment including Marijuana Retailing, and any commercial uses appurtenant thereto
Base Rental Rate:	Modified gross lease. \$12.00 Per Square Foot for one year from the Rent Commencement Date. Upon one year's time from the Rent Commencement Date, or upon the Marijuana Establishment being open to the public if prior to one year's time, Base Rent shall increase to \$19.50 Per Square Foot. Other than the prior adjustment, Base Rent is fixed for the Lease Term, unless the option to renew is exercised.

Common Area Charges:	Tenant shall pay, as additional rent, its pro-rata share of the expenses relating to the operation and maintenance of the Premises including, but not limited to insurance, sanding, maintenance of the parking lots, real estate taxes, maintenance of exterior lighting, sewer charges and expenses repairs and maintenance to the Common Areas, landscaping, snow plowing, trash removal and janitorial services. The 2021 base year common area charges are estimated at \$7.00 per rentable square foot.
Lease Commencement Date:	December 1, 2021.
Rent Commencement Date:	April 1, 2022.
Personal Guarantor:	None
Delivery of Premises:	Landlord shall deliver the Premises "as-is".
Tenant Electric, HVAC and Utilities:	Tenant shall be responsible for their own separately metered utilities at the Property, including metered water/sewer, gas, electric and internet.
Tenant Improvements:	Renovating the interior and making sure it's compliant with the CCC for a marijuana dispensary. Install security system and secure building and storage of product.
Landlord Improvements:	None.
Parking:	Shared parking with the other tenants. Tenant may be asked by the Permitting authorities for defined parking. If so, the Landlord will work with the tenant to provide a reasonable accommodation.
Sublease & Assignment:	Tenant may assign or sublease with approval from Landlord which shall not unreasonably be withheld.
Renewal Options:	One five-year extension. Base rent adjusted for CPI at renewal.
Deposit:	\$5,000.00 to be paid upon execution of mutually agreement Letter of Intent.
Security Deposit & Rent Deposits:	Upon signing of the Lease, the \$5,000.00 deposit is to be applied as follows: <div style="margin-left: 40px;"> <p>\$1,700.00 Security Deposit</p> <p>\$1,700.00 First Month Rent</p> <p>\$1,600.00 Second Month Rent</p> </div>

Signage: Tenant is permitted to have a sign on the front of the building and street corner, in equal access with the other Tenants.

Cleaning & Trash Removal: Tenant shall obtain its own trash removal service

Brokerage: None.

Permitting Contingency: The Tenant may terminate the lease after one year if the Tenant fails to obtain any permits related to operating a Marijuana Establishment, including a Host Community Agreement, Special Permit, Provision License or Final License.

Non-Competition: Landlord agrees not to compete against the Tenant in the Marijuana industry by operating a Marijuana Establishment, dispensary or any other cannabis related business in the Town of Groton.

Qualifying Conditions: It is expressly understood and agreed that this Lease Proposal is subject to withdrawal by Landlord or by Tenant at any time without notice. Additionally, neither Landlord nor Tenant shall have any rights or obligations regarding the provisions set forth in this Lease Proposal unless and until a binding Lease Agreement incorporating the terms and conditions above and those terms mutually agreed upon by both parties is fully executed between the Landlord and Tenant and delivered to the parties.

The terms of this Proposal are subject to withdrawal or modification. Landlord or Tenant shall not be legally bound by this lease proposal until the terms and conditions proposed herein are mutually agreed upon and a binding Lease Agreement between Landlord and Tenant has been fully executed.

Sincerely,



Bruce W. Spinney, III

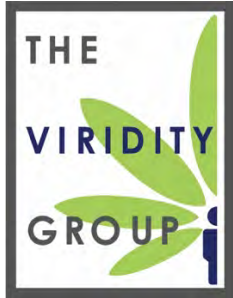
AGREED TO & ACCEPTED BY:

Samantha's Realty, LLC

By: _____

Steven D. Catalano, Manager
("Tenant")

Date: Nov 30, 2021



The Viridity Group is a cannabis staffing company based in Massachusetts that builds great teams while creating company culture by leveraging our industry experience and expertise to place talented professionals in positions that not only align with their long-term career goals but also adhere to our clients core values, strategies, and business objectives while satisfying HCA and CCC requirements.

Our team combines years of recruitment expertise with cannabis industry veterans in order to guide our partners with timely hiring and efficient organizational charts. The Viridity Group has a vast network and database of high caliber candidates which cover an extensive range of skill sets from CEO to Trimmer.

The Viridity Group focuses in staffing and recruiting for all sectors of the cannabis industry including: retail, cultivation, manufacturing, processing and ancillary businesses. We help our clients to fill essential industry positions from entry to executive-level.

As a start-up company entering the cannabis industry you can rely on The Viridity Group to take care of all of the following:

- Proper employee headcount for retail and cultivation locations based on POS and population metrics
- Determining Employee Salaries based on local industry averages
- Recruiting qualified candidates
- Meeting HCA & CCC diversity requirements
- Employment Offers & Agreements
- Employee Training
- SOPs, Employee Handbooks and other IP
- Meeting or exceeding Economic Empowerment and PIP Goals
- Timely Staffing & Training to meet opening deadlines

- Saving clients funds with just-in-time Onboarding process

We take great pride in assuring that our candidates are the absolute best match for a given position. We perform extensive referral interviews to assure that our professionals will be successful long-term employees who provide quality and dependable services. This focus enables us to refer only the highest quality candidates and give our clients peace of mind, knowing that their new hire is there for the right reasons and will live up to their expectations.

Our expertise also helps to ease the process of qualifying and hiring capable candidates. Our team provides hands on customer service, communicating with you every step of the way to assure a successful venture and effective long-term success. Partnering with The Viridity Group saves you time, money and allows you to focus on what matters most, growing your business with the right team.

The Stories Company, LLC

**TOWN OF GROTON
SELECT BOARD
SUBMITTING A LETTER OF INTEREST
ADULT USE RECREATIONAL MARIJUANA**

PREPARED BY:

**THE STORIES COMPANY LLC (“STORIES”)
NOVEMBER 30, 2021**

TABLE OF CONTENTS

1. Cover Letter
2. Required supporting Documentation
3. Management and Operations Profile
4. Plan for Positive Community Impacts
5. Host Community Agreement

1. Cover Letter

The Stories Company LLC (“Stories Co.” or “Stories”) seeks to operate in Massachusetts as an adult-use cannabis company. Our goal is to increase participation in the cannabis industry by creating product lines inspired by individuals with a unique connection with cannabis, whether through previous dealings in the legacy (unregulated or illegal) market or a profound reverence for the plant. Society’s view of cannabis has evolved over the past two decades, and Stories Co. seeks to create a path to inclusion for those that blazed the trail for such acceptance. Stories Co. will employ these individuals as well as enter into a revenue share agreement on their respective product lines. Stories Co. hopes to provide a streamlined path to enter the industry without having to deal with the current hurdles and obstacles.

Stories Co. was founded by Dr. Davis Patel. Dr. Patel is an internal medicine physician who completed his residency in the Bronx, NY. While a resident of the Bronx, Dr. Patel saw first-hand the negative societal impacts of substance abuse, specifically with alcohol and opiates. Dr. Patel is a staunch proponent for responsible cannabis-use, especially when it can act as an alternative to alcohol and opiates.

Over the last several years Dr. Patel has served as an advisor to health & wellness-oriented cannabis company, Uma Flowers LLC (“Uma Flowers”). Uma Flowers is currently opening its first adult-use dispensary in Pepperell, MA with plans for second and third locations in Waltham, MA and Lunenburg, MA. While serving as an advisor with Uma Flowers, Dr. Patel experienced first-hand the immense difficulty businesses face entering the cannabis industry. Challenges include securing real estate, lengthy permitting periods, significant capital requirements and navigating regulatory guidelines. Dr. Patel now has significant experience in overcoming all of these hurdles. For even the most experienced of business owners and operators, entering the cannabis industry is uniquely challenging, making it nearly impossible for someone with less business experience or capital.

Despite the Cannabis Control Commission’s best attempts to promote an inclusive and diverse cannabis industry, due to the previously mentioned challenges, the goals of diversity and inclusion have not been met. Of 289 total cannabis license applicants that have commenced operations, only 10 are Social-Equity applicants and 28 are Disadvantaged Business Enterprises as certified by the Massachusetts Supplier Diversity Office, e.g. woman-owned, minority-owned, or veteran-owned businesses. Stories Co. seeks to end this trend by emphasizing the participation of these groups through the Stories concept. Ultimately Stories Co. hopes to provide capital, training, and partnership to individuals with first-hand experience in the legacy cannabis market, enabling them to open their own regulated cannabis businesses in the future.

Given the experience of Stories’ founder in the cannabis industry and Stories’ unique concept of helping individuals who otherwise could not enter the regulated industry, we believe Stories Co. is highly qualified to run a retail cannabis dispensary in the town of Groton, MA.

We hope that the included Letter of Interest is viewed favorably. We are eager to provide any additional information that Groton's Select Board, Town Manager, Land Use Director, Building Commissioner, or Police Chief may find valuable in making the decision to execute a Host Community Agreement with The Stories Company LLC. We will make ourselves available to appear before the Select Board for an interview and to present information in person and respond to any questions from any municipal department.


Sincerely,

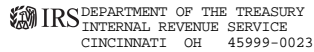


Dr. Davis Patel, MD
Founder & Managing Member, The Stories Company LLC

2. Required Supporting Documentation

- a. Documentation that the entity applying for the Marijuana Establishment license with the CCC is an entity registered to do business in Massachusetts.

	The Commonwealth of Massachusetts William Francis Galvin Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640	Minimum Fee: \$500.00						
	Certificate of Organization (General Laws, Chapter)							
Identification Number: <u>001545222</u>								
1. The exact name of the limited liability company is: <u>THE STORIES COMPANY, LLC.</u>								
2a. Location of its principal office: No. and Street: <u>109 RAFFAELE DR.</u> City or Town: <u>WALTHAM</u> State: <u>MA</u> Zip: <u>02452</u> Country: <u>USA</u>								
2b. Street address of the office in the Commonwealth at which the records will be maintained: No. and Street: <u>109 RAFFAELE DR.</u> City or Town: <u>WALTHAM</u> State: <u>MA</u> Zip: <u>02452</u> Country: <u>USA</u>								
3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered: <u>TO OPEN RETAIL AND MEDICAL MARIJUANA DISPENSARIES FOR THE BENEFIT OF THE CITIZENS OF THE COMMONWEALTH OF MASSACHUSETTS.</u>								
4. The latest date of dissolution, if specified:								
5. Name and address of the Resident Agent: Name: <u>VALERIO ROMANO</u> No. and Street: <u>167 WASHINGTON STREET</u> <u>SUITE 31</u> City or Town: <u>NORWELL</u> State: <u>MA</u> Zip: <u>02061</u> Country: <u>USA</u>								
I, <u>VALERIO ROMANO</u> 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:								
<table border="1"><thead><tr><th>Title</th><th>Individual Name First, Middle, Last, Suffix</th><th>Address (no PO Box) Address, City or Town, State, Zip Code</th></tr></thead><tbody><tr><td>MANAGER</td><td>DAVIS PATEL</td><td>109 RAFFAELE DR. WALTHAM, MA 02452 USA</td></tr></tbody></table>			Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	MANAGER	DAVIS PATEL	109 RAFFAELE DR. WALTHAM, MA 02452 USA
Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code						
MANAGER	DAVIS PATEL	109 RAFFAELE DR. WALTHAM, MA 02452 USA						
7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.								
<table border="1"><thead><tr><th>Title</th><th>Individual Name First, Middle, Last, Suffix</th><th>Address (no PO Box) Address, City or Town, State, Zip Code</th></tr></thead><tbody></tbody></table>			Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code			
Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code						



STORIES COMPANY LLC
DAVIS PATEL SOLE MBR
109 RAFFAELE DRIVE
WALTHAM, MA 02452

Date of this notice: 11-29-2021
Employer Identification Number:
87-3742562
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3742562. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is STOR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

- b. Certificate of Good Standing, issued within the previous 90 days from submission of RFLI from the Corporations Division of the Secretary of the Commonwealth.

The Stories Company LLC was only recently organized in Massachusetts for the purpose of applying for licenses in Groton and elsewhere, and as such has not had an opportunity to fall out of compliance.



William Francis Galvin
Secretary of the
Commonwealth

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

November 29, 2021

TO WHOM IT MAY CONCERN:

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

THE STORIES COMPANY, LLC.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 19, 2021.**

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

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

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

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



Processed By:BOD

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

- c. A list of all Persons or Entities having Direct or Indirect Control of the Marijuana Establishment, as defined in 935 CMR 500.002.

Davis Patel, MD - Owner and Founder

- d. Documentation detailing the amounts and sources of capital resources available to the Respondent from any individual or entity that will be contributing capital resources for purposes of establishing or operating the Marijuana Establishment.

The Stories Company LLC is formed by Davis Patel, below is a description of and evidence of his access to capital. Priyanka, Smita, and Kaushik Patel have pledged to make capital available to Stories Co. as may be needed for the opening of a Marijuana Retailer in Groton, MA. Having recently opened another retailer in Pepperell, MA, the cash value of the Life Insurance Policy, \$1,460,345.00, by itself is sufficient capital for such an enterprise.

To Whom It May Concern:

Date: 11/28/2021

The Patel Group consists of 4 principal members, Priyanka, Davis, Smita, and Kaushik Patel. Smita and Kaushik are married, and Priyanka and Davis are their children. Davis, an internal medicine physician, is the founder of The Stories Company, a social-equity oriented cannabis company based in Massachusetts.

Stories Co. will be owned by Davis Patel. Funding for the business will come from Davis's personal funds as well as through a family loan provided by the other 3 members of the group. Attached are the following documents showing their proof of funds.


Attached Documents:

1: Cash Surrender Values of Life Insurance Policies

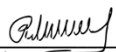
2: Letter from Life Insurance Agent



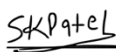
Davis Patel
Founder/Owner
The Stories Company LLC



Priyanka Patel
Patel Group



Kaushik Patel
Patel Group



Smita Patel
Patel Group

“Letter of Intent”

November 30, 2021

Erica Lacoy
Sterling Property Group
3 Park Street, Suite 3
Leominster, MA 01453

Re: 1 & 3 Forge Village Rd, Groton MA

Dear Erica,

On behalf of our client, Stories Company LLC, we are pleased to present this “Letter of Intent” (“LOI”) with reference to the purchase of 1 & 3 Forge Village Road, Groton MA.

1. **Seller:** Samantha’s Realty LLC, C/O Catalano Companies, 188 Ayer Road, Harvard MA 01451.
2. **Buyers:** The Stories Company LLC; Cannabis Store; Adult Use Dispensary.
3. **Premises:** 1 & 3 Forge Village Road, Groton MA 01451; Book: 41090 Page: 254.
4. **Purchase Price:** \$ [REDACTED] ([REDACTED]).
5. **Purchase and Sale Agreement:** A mutually agreeable Purchase and Sale Agreement to be executed between 90-120 days after the signing of the LOI.
6. **Deposit:** \$ [REDACTED] is due at execution of this Letter of Intent. \$ [REDACTED] due at signing of the Purchase and Sale Agreement. Purchase and Sale Agreement to be prepared by the Sellers.
7. **Due Diligence Period:** Buyer shall have Ninety (90) business days from the execution of this LOI to conduct due diligence, including, but not limited to the following:
 - a) Building Inspection
 - b) 21E or satisfactory environmental report, at Buyers expense.
 - c) Title; clear and marketable.

8. **Contingencies:**

Within five (5) business days of execution of this LOI, Seller will provide all relevant reports, data, and testing results, in its possession, pertinent to the site. Buyer may enter onto the property to perform testing or review at reasonable times and with reasonable notice to Sellers.

Buyer successfully securing Host Community Agreement and Special Permit with the Town of Groton.

Buyer successfully securing Final License with the Cannabis Control Commission.

If the Buyer is not satisfied with the results of any of the above contingencies or results of their due diligence, in its sole discretion, then upon written notice sent to Seller within the Ninety (90) day Due Diligence Period, the Buyer may terminate. If the buyer is not able to receive the Host Community Agreement and Special Permit after the Due Diligence period the buyer has the right to terminate and this agreement will be null and void and initial deposit of \$140,000.00 will be fully refunded.

9. **Financing:**

This Letter of Intent is subject to the Buyer using diligent efforts to obtain a 1st mortgage commitment of 75% Loan to Value (LTV) at the prevailing interest rates, points, and terms within forty-five (45) days from the execution of the Purchase and Sale Agreement. If the Buyer's is unable to obtain a mortgage, Buyer will notify Seller and Broker, in writing, on or before the mortgage commitment period expires and a full deposit will be returned to the Buyer and this agreement will become null and void with respect to all parties.

10. **Closing:**

Closing will take place thirty (30) days after special permit and host community agreement is obtained from the Town of Groton.

11. **Broker:**

Owner/Landlord warrants that Sterling Property Group and Omni Properties, LLC are the sole Brokers in this transaction. Seller is responsible for the payment of the Broker's commission per the terms of a separate agreement.

This Letter of Intent is contingent upon Seller's acknowledgement below and returning an executed copy to us on or before 5:00 PM (EST), Friday December 3, 2021.

Please sign where indicated below if the terms and conditions above meet with your approval.

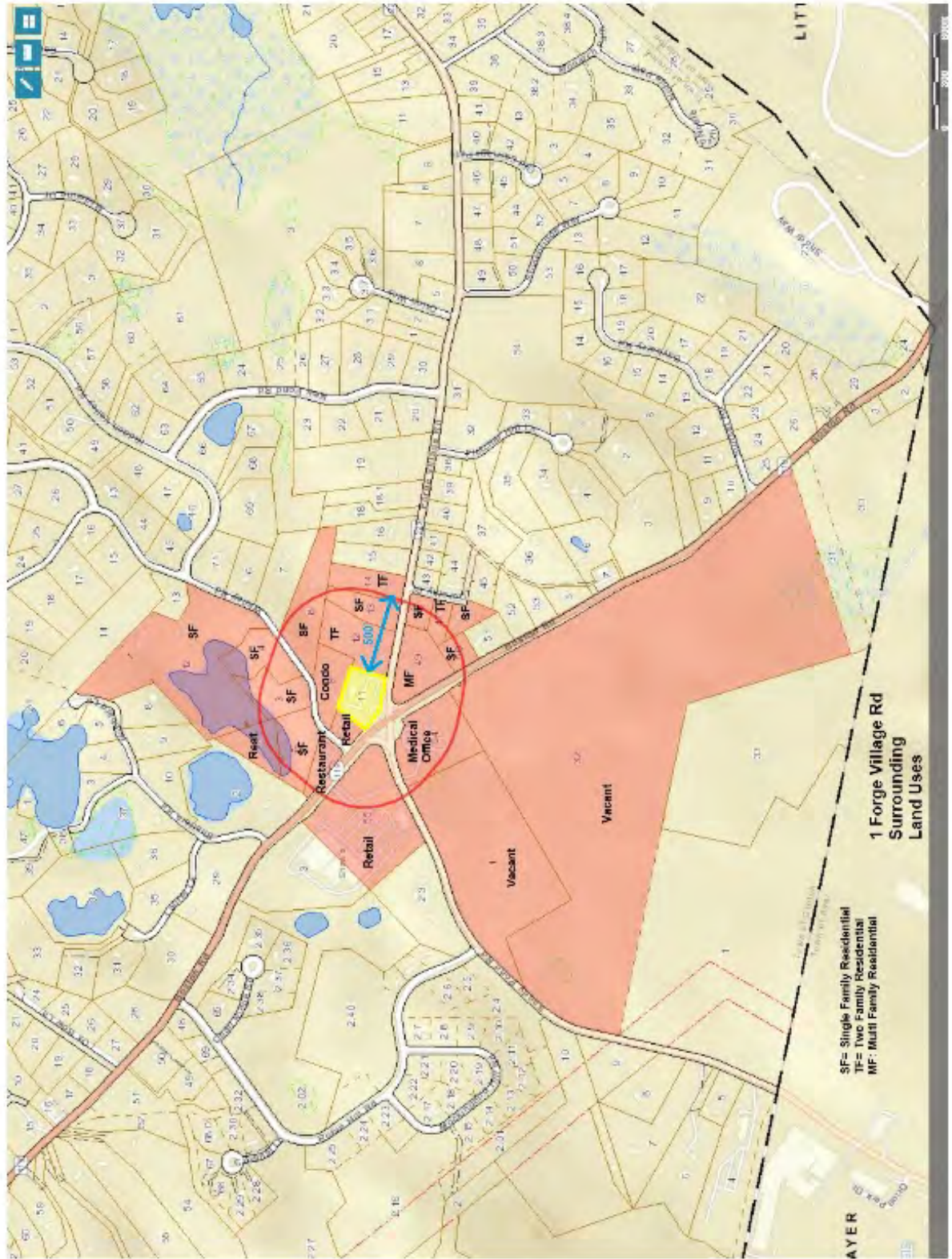
MUTUALLY AGREED & ACCEPTED:

Seller: _____
Samantha Realty LLC Date

Buyer:  _____
The Stories Company LLC Date
Davis Patel

- f. Evidence that the proposed location complies with applicable buffer zones and zoning requirements in the form of a survey plan or GIS mapping showing the location and all properties and uses within applicable buffers as set forth in the Town's Zoning Bylaw.

The Stories Company LLC's proposed location at 1&3 Forge Village Road, Groton, MA 01451 is in the general business ("GB") zoning District designated for retail marijuana establishment per Groton's zoning bylaw. As per Groton's zoning bylaw under § 218-10.4, our company's proposed location for retail marijuana establishment is not located within 500 feet of the property boundary line of any lot in use as a preexisting public or private preschool, school providing education in kindergarten or any grades 1 through 12, junior college, college, licensed day-care center, church, library, park, playground, or other marijuana establishment.





500 foot Abutters List Report

Groton, MA
November 30, 2021

Subject Property:

Parcel Number: 133-11
CAMA Number: 133-11
Property Address: 1 FORGE VILLAGE RD

Mailing Address: SAMANTHA'S REALTY LLC
188 AYER ROAD
HARVARD, MA 01451

Abutters:

Parcel Number: 120-1
CAMA Number: 120-1
Property Address: OFF BOSTON RD

Mailing Address: NEW ENGLAND POWER COMPANY
40 SYLVAN RD
WALTHAM, MA 02451-2286

Parcel Number: 132-12
CAMA Number: 132-12
Property Address: 35 WHILEY RD

Mailing Address: LACOMBE INVESTMENT TRUST,
ROBERT J.
35 WHILEY RD
GROTON, MA 01450

Parcel Number: 132-12
CAMA Number: 132-12
Property Address: 35 WHILEY RD

Mailing Address: LACOMBE INVESTMENT TRUST,
ROBERT J.
35 WHILEY RD
GROTON, MA 01450

Parcel Number: 132-12
CAMA Number: 132-12
Property Address: 35 WHILEY RD

Mailing Address: LACOMBE INVESTMENT TRUST,
ROBERT J.
35 WHILEY RD
GROTON, MA 01450

Parcel Number: 132-12
CAMA Number: 132-12
Property Address: 35 WHILEY RD

Mailing Address: LACOMBE INVESTMENT TRUST,
ROBERT J.
35 WHILEY RD
GROTON, MA 01450

Parcel Number: 133-1
CAMA Number: 133-1
Property Address: 765 BOSTON RD

Mailing Address: POND SIDE LLC
35 WHILEY ROAD
GROTON, MA 01450

Parcel Number: 133-10
CAMA Number: 133-10
Property Address: 777 BOSTON RD

Mailing Address: ROUX, RITA M.
124 BRINKERHOFF STREET
PLATTSBURGH, NY 12901

Parcel Number: 133-12
CAMA Number: 133-12
Property Address: 15 FORGE VILLAGE RD

Mailing Address: METIVIER, JASON B.
15 FORGE VILLAGE RD
GROTON, MA 01450

Parcel Number: 133-13
CAMA Number: 133-13
Property Address: 33 FORGE VILLAGE RD

Mailing Address: PAMMETT, KEVIN G.
33 FORGE VILLAGE ROAD
GROTON, MA 01450

Parcel Number: 133-14
CAMA Number: 133-14
Property Address: 43 FORGE VILLAGE RD

Mailing Address: MARTIN, LEANNA
43 FORGE VILLAGE RD
GROTON, MA 01450



www.cai-tech.com

11/30/2021

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

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Abutters List Report - Groton, MA

The Stories Company LLC
Letter of Interest, Adult Use Recreational Marijuana
Groton, MA
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3. MANAGEMENT AND OPERATIONS PROFILE

A. PROPOSED TIMELINE FOR THE STORIES COMPANY LLC (“STORIES”)

<u>Date</u>	<u>Event</u>
11/2021	Legal Interest in the Property Obtained
01/2022	Obtain Host Community Agreement
02/2022	Hold Community Outreach Meeting
03/2022	Submit Application to Commission
Commission Marks Application As Being “Complete”	
+60 Days After Commission Marks Application As Being “Complete”	Commission Receives Confirmation from Host Community of Compliance with Zoning Bylaws
+90 Days After Commission Marks Application As Being “Complete”	Received Provisional Certificate from Commission; Begin Registering Agents
+105 Days After Commission Marks Application As Being “Complete”	Connect with METRC and Request the Process for Obtaining Administrator Credentials
+120 Days After Commission Marks Application As Being “Complete”	Receive Special Permit from Municipality
+150 Days After Commission Marks Application As Being “Complete”	Receive Municipal Building Permit
+160 Days After Commission Marks Application As Being “Complete”	Submission of Architectural Review to Commission
+175 Days After Commission Marks Application As Being “Complete”	Approval of Architectural Review by Commission
+ 180 Days After Commission Marks Application As Being “Complete”	Begin Facility Build Out/Renovation
+ 270 Days After Commission Marks Application As Being “Complete”	Finish Facility Build Out/Renovation

+280 Days After Commission Marks Application As Being “Complete”	Receive Certificate of Occupancy
+285 Days After Commission Marks Application As Being “Complete”	Security Monitoring Tested and Facility Evaluated for Compliance with 935 CMR 500.000; Request Post-Provisional License Inspection of Facility
+300 Days After Commission Marks Application As Being “Complete”	Post-Provisional License Inspection of Facility
+ 345 Days After Commission Marks Application As Being “Complete”	Receive Final License from Commission; Begin ensuring appropriate packaging and labeling; registering with the Department of Revenue for tax purposes; and receiving/entering adult-use product into Metrc and complying with all Metrc requirements
+350 Days After Commission Marks Application As Being “Complete”	Request Post-Final License Inspection
+365 Days After Commission Marks Application As Being “Complete”	Post-Final License Inspection
+380 Days After Commission Marks Application As Being “Complete”	Receive Commence Operations Designation from Commission
+384 Days After Commission Marks Application As Being “Complete”	Begin Sales to Consumers

B. DEMONSTRATION OF MARIJUANA ESTABLISHMENT’S PLAN TO OBTAIN LIABILITY INSURANCE POLICY

As part of advising Uma Flowers, Dr. Patel has already participated in obtaining the requisite liability insurance to operate a cannabis retailer in Massachusetts, and such insurance policy has been reviewed and approved by the Cannabis Control Commission. The Stories Company LLC (“Stories”) will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. Stories will keep reports documenting compliance with 935 CMR 500.105(10) (the Regulation regarding insurance requirements).

C. Detailed operating policies and procedures from the Marijuana Establishment, including, but not limited to the following (to the extent applicable to the proposed operations):

The Stories Company LLC
Letter of Interest, Adult Use Recreational Marijuana
Groton, MA
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i. Security

General Security Overview

The Stories Company LLC (“Stories”) will implement policies and procedures to maintain a secure facility and to prevent diversion or other loss of marijuana products in accordance with 935 CMR 500.110 as set out by the Cannabis Control Commission (“Commission”). These policies are intended to protect the general public, employees, visitors, and customers. Stories will identify each individual seeking entrance into the marijuana establishment to ensure that only licensed and permitted marijuana establishment agents and such other individuals permitted by 935 CMR 500.000 are allowed access. These policies will also provide for the proper storage and disposal of marijuana products. Stories will ensure that all excess marijuana is disposed of safely and will have in place the necessary storage areas and equipment for proper storage of marijuana, included established limited access areas. This equipment will include but is not limited to locked safes or vaults, keys, alarms, and cameras. In addition to these measures, Stories will ensure that all marijuana products are kept out of plain sight of public places outside of the marijuana establishment. Stories will also implement policies and procedures for situations following inadvertent diversion or loss of marijuana products. Stories will work cohesively with law enforcement authorities and fire services and will share Stories’ security plans, policies, and procedures with those authorities.

Access to the Premises

Stories will implement security protocols and procedures to limit access to the licensed premises to only individuals that have been positively identified as 21 years of age or older. Loitering will be strictly prohibited. Stories will ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission or applicable laws are allowed to remain on the premises. All entrances to the facility will be clearly marked and secured with commercial grade locks, alarms and remain under clear surveillance 24 hours a day, 7 days a week to prevent unauthorized access.

Limited Access Areas

Stories will designate limited access areas by posting clearly visible signs, no smaller than 12” x 12” and which state: “Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only” in lettering no smaller than one inch in height. Limited access areas will only be accessible to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. Furthermore, limited access areas will be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, state and local law enforcement and emergency personnel. All limited access areas will be clearly described by the filing of a diagram of the premises reflecting entrances and exits, walls, partitions, retail, storage, and disposal areas.

Stories will require all employees to always wear employee identification badges while inside the marijuana establishment.

Visitor Policy

All outside vendors, contractors and visitors will be logged in and out, and Stories will maintain this log and make it available to the Commission for periodic inspection. Prior to entering a limited access area, vendors, contractors and visitors will obtain a visitor badge and will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. Visitor badges will be visibly displayed at all times while the visitor is in any limited access area. Stories will ensure that all visitor identification badges are collected before visitors leave the premises.

Security and Alarm Requirements

Stories will ensure that all outdoor areas of the facility are properly secured against unauthorized access. Measures taken by Stories will include clear signage designating the area as a limited access area, commercial-grade locks, security alarms, and video cameras. The security alarm system will be continuously monitored by a third party and will alert employees of Stories within five minutes of a system failure (either by telephone, email, or text message). Stories will install video cameras at all entrances and exits as well as in any parking lot. Stories will ensure that all video surveillance footage is maintained in accordance with 935 CMR 500.110, can produce clear still photos with a date and time stamp embedded in all recordings, and can be stored in a standard format. 24-hour recordings from all video cameras will be made available for immediate viewing by the Commission. Recordings are retained for at least 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission (whichever is longer) and will not be destroyed or altered. Recordings are retained as long as necessary if Stories is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. Stories will ensure that the security equipment is in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the last test. On an annual basis, Stories will obtain a security audit by a vendor approved by the Commission. The security audit report will be provided to the Commission within 30 days of conducting the audit.

The interior of the establishment shall have video cameras in all areas that contain marijuana and directed at all safes, vaults, and sales areas. All cameras shall be angled as to allow for the capture of clear and certain identification of any person entering or exiting the establishment. Stories' facility will be equipped with a perimeter alarm on all building entry and exit points and perimeter windows. A duress, panic or hold up alarm connected directly to local public safety or law enforcement authorities will be installed in the vault and security surveillance area, at a minimum. Stories' security and alarm system will remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, Stories will take sufficient steps to ensure security on the premises in consultation with the Commission. Stories will demonstrate to the Commission's satisfaction the safeguards that are in place to ensure continuous operation of a security system. All security system equipment and recordings will be maintained in a secure location to prevent theft, loss, destruction and alterations. Access to security system equipment and recordings will be limited to authorized agents requiring access in accordance with their operational responsibilities and those other individuals expressly allowed access pursuant to 935 CMR 500.000.

Storage and Facility Security

All finished marijuana and marijuana products will be securely stored in a locked safe or vault accessible to a limited number of authorized individuals to prevent diversion, theft, or loss. Stories' safes and vaults and any other equipment or areas used for the storage of marijuana and marijuana products will be securely locked. In accordance with Stories' security policies and procedures, the safes, vaults and any other aforementioned areas or equipment will be securely locked using commercial grade equipment and protected from entry, except for the actual time required to remove or replace marijuana. Stories will keep all locks and security equipment in good working order. Keys, if utilized by Stories, will be prohibited from being left in locks and stored or placed in an area accessible to persons other than specifically authorized personnel. In addition, Stories will maintain a list of individuals with access to keys and a policy for key issuance and lock replacement. Security measures will be strictly limited to specifically authorized marijuana establishment agents including accessibility of combination numbers, passcodes, electronic or biometric security systems.

The outside perimeter of the facility will be sufficiently lit to facilitate surveillance. All trees, bushes, and other foliage outside the establishment shall be maintained to prevent persons concealing themselves from sight. Stories will keep all marijuana products out of plain site and not visible from a public place without the use of binoculars, optical aids or aircraft.

Emergency Policies and Incident Reporting

Stories will develop emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary. All security policies and procedures will be shared with local law enforcement authorities and fire services and periodically if the plans or procedures are modified in a material way.

Stories will immediately notify law enforcement authorities and the Commission of any security breach including, but not limited to, discovery of discrepancies identified during inventory, diversion or loss of any marijuana product, any criminal action involving or occurring on or in the Marijuana Establishment premises, any loss or unauthorized alteration of records related to marijuana, suspicious actions involving the sale, cultivation, distribution, processing or production of marijuana by any person, unauthorized destruction of marijuana, failure of an alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours, activation of an alarm system or other event that requires response by public safety personnel or security personnel, or any other breach of security. Notification will be immediate, and in no instances, more than 24 hours after the incident occurs. Stories will provide written notice in the form of an incident report to the Commission within ten calendar days of any incident described in 935 CMR 500.110(9)(a). Stories will maintain records and documentation of any reportable 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 within their lawful jurisdiction on request.

Cash Handling and Transportation Requirements

If Stories enters into a contract to deposit funds with a financial institution that conducts any transaction in cash, Stories will establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers, and the general public. Adequate security measures will include:

1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. A written process for securing cash and ensuring transfers of deposits to Stories' financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities; and
4. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

Notwithstanding the requirement of 935 CMR 500.110(7)(a)(4), Stories may request an alternative security provision under 935 CMR 500.110(2) for purposes of cash transportation to financial institutions and DOR facilities. Any approved alternative security provision will be included in the security plan shared with law enforcement in the municipality in which Stories is licensed and periodically updated as required under 935 CMR 500.110(1)(q). To be determined to provide a sufficient alternative, any such alternative safeguard shall include, but may not be limited to:

1. Requiring the use of a locked bag for the transportation of cash from a Stories facility to a financial institution or DOR facility;
2. Requiring any transportation of cash be conducted in an unmarked vehicle;
3. Requiring two registered Marijuana Establishment Agents employed by Stories to be present in the vehicle at all times during transportation of deposits;
4. Requiring real-time GPS tracking of the vehicle at all times when transporting cash;
5. Requiring access to two-way communications between the transportation vehicle and Stories;
6. Prohibiting the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution or DOR facility; and
7. Approval of the alternative safeguard by the financial institution or DOR facility.

All written safety and security measures developed under 935 CMR 500.105(7) will be treated as security planning documents, the public disclosure of which would jeopardize public safety.

After-Hours Contact Information

Davis Patel, Founder

Proposed Business Hours (Subject to Approval by the Groton Planning Board)

Monday: 10AM – 9PM

Tuesday: 10AM – 9PM

Wednesday: 10AM – 9PM

Thursday: 10AM – 9PM

Friday: 10AM – 10PM

Saturday: 10AM – 10PM

Sunday: 10AM – 6PM

ii. Personnel policies

Overview

The Stories Company LLC (“Stories”) will securely maintain personnel records, including registration status and background check records. Stories will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Stories and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of 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;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Stories will undergo a detailed background investigation prior to being granted access to a Stories facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Stories pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Stories will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Stories will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Stories will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;

- vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Stories or the Commission.

Personnel Policies and Training

As outlined in Stories' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Stories agents are required to complete training as detailed in Stories' Qualifications and Training plan which includes but is not limited to Stories' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Stories will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Stories operations, which will be reported to the Commission; or
- 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.

iii. Prevention of diversion of cannabis to minors or the illicit market

The Stories Company LLC's ("Stories") operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Identification will be verified on the premises to ensure that only individuals 21 years or older are permitted in Stories' adult-use marijuana establishment.
- Providing samples or giving away marijuana to consumers is prohibited (except in the case of co-located facilities where MTC applicants are providing reduced cost or free marijuana to patients with documented verified financial hardship).
- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Stories will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations will be affixed to all applicable products, and Stories' labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).

- Tamper or child-resistant packaging will be used for applicable marijuana products, and Stories' products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Stories will maintain real-time inventory and will track and tag all marijuana seeds, clones, plants, and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Stories will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a separate area, until such products are destroyed; and Stories will comply with all other storage requirements under 935 CMR 500.105(11).
- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed or otherwise handled, and Stories Flowers will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Stories will comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 will be followed, including:
 - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products at Stories' adult-use marijuana establishment location to protect the premises, employees, Stories' agents, consumers, and the general public;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
 - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
 - Restricting access to employees, agents or volunteers specifically permitted by Stories, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
 - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and

- Obtaining, at Stories’ own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).
- All other additional operating requirements for retail sale under 935 CMR 500.140 will be followed, including:
 - Limiting sales to one ounce of marijuana or five grams of marijuana concentrate to a consumer per day;
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and in conjunction with Metrc;
 - Providing educational materials to consumers stating that they may not sell marijuana to any other individual and which include information regarding penalties for possession and distribution of marijuana in violation of Massachusetts law, as well as any other information required by the Commission.

iv. Cannabis storage

The Stories Company LLC (“Stories”) will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Stories will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Stories will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation

requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

v. Record keeping and maintenance of financial records

General Overview

The Stories Company LLC (“Stories”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Stories documents. Records will be stored at Stories in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Stories is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Stories’ quarter-end closing procedures. In addition, Stories’ operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Stories.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Stories and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of 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;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Stories will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Stories will use Metrc to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the

Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer

- Stories will maintain records that it has performed 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 the sales data and produce such records on request to the Commission.

- Incident Reporting Records

- Within ten (10) calendar days, Stories will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(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 within twenty-four (24) hours of discovering the breach or incident .
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Stories for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Stories' jurisdiction on request.

- Visitor Records

- A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

- Waste Disposal Records

- When marijuana or marijuana products are disposed of, Stories will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Stories agents present during the disposal or other handling, with their signatures. Stories will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Stories is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Stories will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Stories' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Stories shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Stories closes, all records will be kept for at least two (2) years at Stories' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Stories will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Stories' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of U Stories' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - 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;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);

- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Stories operations, which will be reported to the Commission; or
 - 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.
- A list of all board of directors, members, and executives of Stories, 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 Stories' website.
- Policies and procedures for the handling of cash on Stories premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - 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;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication

plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

- **License Renewal Records**

- Stories shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Stories will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

D. Qualifications of all Close Associates with managerial or operational control.

Davis Patel, MD, Owner and Founder

- A graduated physician from the American College of Medicine, American University of Antigua College of Medicine, Antigua and Barbuda. Completed his internal medicine residency at Lincoln Medical and Mental Health Center in Bronx, NY. Along with being a Hospitalist at Brown University, Davis has been a small business owner/operator since 2009 in New England.

E. Certification that no Person Having Direct or Indirect Control of the Marijuana Establishment has committed any offense(s) that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 Tables B-D.

The Stories Company LLC certifies that no person having direct or indirect control of the Marijuana Establishment has committed any offense(s) that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 Tables B-D.

F. Disclosure of ownership interest of any Person Having Direct or Indirect Control of the proposed Marijuana Establishment in any other licensed Marijuana Establishments within the Commonwealth or elsewhere (license pending or otherwise approved)

The founder, Davis Patel, of The Stories Company LLC serves as an advisor role for Uma Flowers LLC, who has been awarded a final license for retail marijuana establishment in Pepperell MA

Davis Patel also serves as an advisor for Uma Cultivation LLC, who has been awarded a provisional license for marijuana cultivation.

G. Training plans for employees.

The Stories Company LLC (“Stories”) will ensure that all employees hired to work at a Stories facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Stories will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Stories discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Stories will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Stories’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Stories’ current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Stories is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Stories will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Stories’ records of Responsible Vendor Training Program compliance will be maintained for at least four

(4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Stories' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

4. Plan for Positive Community Impacts:

A. Proposed hours of operation.

Proposed Business Hours (Subject to Approval by the Groton Planning Board)

Monday: 10AM – 9PM

Tuesday: 10AM – 9PM

Wednesday: 10AM – 9PM

Thursday: 10AM – 9PM

Friday: 10AM – 10PM

Saturday: 10AM – 10PM

Sunday: 10AM – 6PM

B. Proposal for ensuring the protection of public health.

The Stories Company LLC (“Stories”) will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.

Quality Control

The Stories Company LLC (“Stories”) will comply with the following sanitary requirements:

1. Any Stories agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Stories agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Stories’ hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Stories’ production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Stories’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Stories will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and

harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

6. Stories' floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Stories' facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Stories' buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Stories will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Stories acknowledges and understands that the Commission may require Stories to demonstrate the intended and actual use of any toxic items found on Stories' premises;
11. Stories will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Stories' needs;
12. Stories' plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Stories will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Stories will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Stories will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Stories' vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Stories will ensure that Stories' facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Stories will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Stories to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Stories will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Stories for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Stories' marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Stories' environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Stories' marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Stories acknowledges and understands that the Commission may require additional testing.

Stories' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Stories and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Stories will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Stories acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Stories' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Stories for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

C. A proposal demonstrating municipal benefits the Marijuana Establishment will provide to the Town, financial or otherwise.

Stories looks forward to working cooperatively with its host communities to ensure that Stories operates as a responsible, contributing member of those host communities. Stories has established a mutually beneficial relationship with its host communities in exchange for permitting Stories to site and operate.

Stories' host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs:** A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits:** A Host Community Agreement with significant monetary payments will provide Groton with additional financial benefits beyond local property taxes. See

the included Proposed HCA indicating 3% of Stories' revenue back to Groton. This HCA is merely a proposal. To remove this as a significant criterion in awarding an HCA to Stories, Stories hereby pledges to match any other HCA proposal that complies with state law made by any other applicant in Groton. In addition, Groton will receive a local option tax of 3% of Stories' gross revenue, for a total of 6% of gross revenue back to Groton.

3. Access to Quality Product: Stories will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Stories' security systems and processes.
5. Responsibility: Stories is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Stories' operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.
7. Community Relationship: Stories is eager to be a responsible corporate citizen in Groton and will participate in community events via charitable contributions and Stories' employees volunteering their time at such events.

5. HOST COMMUNITY AGREEMENT

THE STORIES COMPANY LLC, HOST COMMUNITY AGREEMENT FOR THE SITING OF A RECREATIONAL MARIJUANA ESTABLISHMENT IN THE TOWN OF GROTON

This Host Community Agreement (the “**Agreement**”) is entered into this ____ day of ____, 202_ (the “**Effective Date**”) by and between the Town of Groton Massachusetts, acting by and through its Select Board, with a principal address of 173 Main Street, Groton, MA 01450 (hereinafter the “**Municipality**”) and The Stories Company LLC with a principal office address of 109 Raffaele Dr., Waltham, MA 02452 (hereinafter “**Company**”) (Municipality and Company, collectively the “**Parties**”).

RECITALS

WHEREAS, Company intends to locate a licensed Recreational Marijuana Establishment (“**RME**”) described as a Marijuana Retailer in the Groton Zoning Bylaw for the Retail Sale of marijuana in accordance with the laws of the Commonwealth of Massachusetts (“**MA Law**”), those of the Municipality (“**Local Law**”), and the Regulations of the Cannabis Control Commission (“**Licensing Authority**”);

WHEREAS, Company desires to provide community impact fee payments to the Municipality pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Municipality by Company’s operations in the Municipality; and

WHEREAS, the Municipality supports Company’s intention to operate a RME for the Marijuana Retailer in the Municipality.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. RME Related Payments.

- a. In the event that Company obtains a license, or its equivalent, for the operation of a RME in the Municipality from the CCC, and receives all necessary approvals from the Municipality to operate a RME, then Company agrees to the following:
- b. The Company shall make annual payments to the Municipality of three percent (3%) of the gross sales of recreational marijuana and recreational marijuana products (collectively “**Recreational Marijuana**”) at the Facility (the “**RME Payment**”).

- c. The initial RME Payment shall be due on the first day of the fourteenth (14th) month following the date that the Company begins retail sales of Recreational Marijuana in the Municipality (the “**Initial RME Payment**”).
 - d. Subsequent RME Payments shall be due on each anniversary date of the Initial RME Payment for the term of the Agreement.
2. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the “**Term**”). This Agreement shall automatically terminate at the end of the Term. In the event Company ceases all operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its license(s), approvals, and/or permits to operate in the Municipality revoked by the relevant Licensing Authority or the Municipality, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time during the Term of this Agreement. The Company shall not be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term.
3. **Payments.** The Company shall make the payments to the Municipality as set forth in Section 1 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payments (the “**Payments**”), the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the Payments shall be reasonably related to the costs imposed upon the Municipality by Company’s operation of a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, § 3(d), any cost to the Municipality imposed by Company’s operation of a RME in the Municipality shall be documented and considered a public record pursuant to MA Law.
4. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Company’s receipt of all state and local approvals to operate a RME in the Municipality.
5. **Review.** During the Term of this Agreement, the Municipality and the Company will review the Payments every twelve (12) months to ensure that the Payments are reasonably related to the costs imposed upon the Municipality by Company’s operation of the RME in the Municipality (the “**Annual Review**”). In the event the Annual Review finds that the Payments are not reasonably related to the costs imposed upon by the Municipality by Company’s operation of the RME in the Municipality, the Parties agree to adjust the Payments to reflect the costs accordingly.
6. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.

7. **Community Support and Additional Obligations.**

- a. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.
- b. Local Employment – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
- c. The Company shall, if requested, provide the Municipality with copies of all reports submitted to the Licensing Authority regarding Company's operations at the Facility.
- d. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Company's operations are compliant with all of the Municipality's codes, rules, and regulations.

8. **Support.** The Municipality agrees to submit to the required Licensing Authority all documentation and information required by the Licensing Authority from the Municipality for the Company to obtain approval to operate a RME at the Facility. The Municipality agrees to support Company's application(s) for a RME with the Licensing Authority but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.

9. **Security.** Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the Licensing Authority. In addition, Company shall at all times comply with MA Law and Local Law regarding security of the Facility. Company shall work cooperatively with the Municipality's police department to develop and perfect security plans.

10. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.

11. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
12. **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.
13. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
14. **Entire Agreement.** This Agreement 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.
15. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Mark W. Haddad, GROTON TOWN MANAGER
173 Main Street
Groton, MA 01450
mhaddad@grotonma.gov
(978) 448-1111

To the Company:

The Stories Company LLC
Davis Patel
109 Raffaele Drive
Waltham, MA 02452
davp1387@gmail.com
(617) 306-4536

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day

after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

*** * * SIGNATURE PAGE FOLLOWS * * ***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

GROTON MASSACHUSETTS:

THE STORIES COMPANY LLC:



Name: Mark Haddad
Title: Town Manager

Name: Davis Patel
Title: Managing Member

United Cultivation

Letter of Interest: Adult Use Recreational Marijuana

Submitted By:



UNITED CULTIVATION

A CANNABIS COMPANY

United Cultivation, LLC
601 Fitchburg State Road
Ashby, MA 01431

www.unitedcult.com

November 30, 2021

Michael Spengler, CEO
United Cultivation, LLC
601 Fitchburg State Road
Ashby, MA 01431
M: (978) 866-1154
E: mike@unitedcult.com

Mark Haddad, Town Manager
Town of Groton
173 Main Street
Groton, MA 01450

Dear Mark,

By way of introduction, my name is Michael Spengler and I am the CEO of United Cultivation. This letter is to serve as notice regarding our interest in bringing a cannabis retail establishment to the Town of Groton. I am confident that our proven commitment to operational excellence, coupled with our unique understanding of the great Town of Groton, makes us an ideal candidate for consideration as your team reviews the opportunities ahead in this new, emerging industry.

United Cultivation was formed in 2018 to accomplish three major goals:

1. Be the most preferred cannabis company for both our customers and wholesale partners.
2. Exceed our internal and external customer requirements through continuous improvement.
3. Provide a home for hardworking, dedicated, knowledgeable and ethical people who believe in this Company and this philosophy.

Headquartered on over 100 acres in Ashby, MA, United Cultivation opened its first retail store in March of 2021. In addition, we hold provisional licensing in both product manufacturing and cultivation. We expect these licenses to be operational within the coming year and our vertical integration strategy has us now undertaking an effort to uncover a second retail location. Groton is a prioritized opportunity, and we believe that after reviewing the information shared within this package, your team will be confident in our ability to deliver a transparent, safe, and respectful corporate partner to the local community and residents.

It is important to note that the United Cultivation story is deeply rooted in Groton. In 2005, my wife Carolyn and I were married at St. James Church and we were among the first groups to hold their wedding reception in the Barn at Gibbet Hill. Years later, we had the good fortune of meeting Danielle and Steve Phaneuf while our children attended Country Day School together. As CDS wound down operations in 2017, we both relocated our families to Groton and, shortly thereafter, we came together to form United Cultivation. Our children are active participants in student life, community activities, and local athletics. I can assure you that there is an overwhelming sense of responsibility within our team to deliver a balanced cannabis business experience to the townspeople of Groton.

Compiled within the pages that follow this letter are a subset of informational documents, policies and procedures that align with the areas defined in the Town of Groton's *"Request for Letters of Interest for Adult Use Recreational Marijuana"*. I will be happy to further explain or provide any additional information pertaining to these areas or others. Additionally, I welcome any member of the Town leadership to visit us in Ashby, MA for a tour of our facility as I believe it is the best way to gain further understanding of the United Cultivation culture, purpose, and best-in-class operations.

In closing, I want to thank you for your consideration of United Cultivation as part of the review process. If you have any questions or want to discuss any aspects of our submission at any time, please do not hesitate to contact me. Happy Thanksgiving!

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Spengler". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael Spengler



UNITED CULTIVATION

A CANNABIS COMPANY

Supporting Documentation



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Special Filing Instructions
 6173836000

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001357059

1. The exact name of the limited liability company is: UNITED CULTIVATION, LLC

2a. Location of its principal office:

No. and Street: 601-603 FITCHBURG STATE ROAD
 City or Town: ASHBY State: MA Zip: 01431 Country: USA

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

No. and Street: 601-603 FITCHBURG STATE ROAD
 City or Town: ASHBY State: MA Zip: 01431 Country: USA

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

ENGAGED IN THE CULTIVATION, MANUFACTURING AND RETAIL AND MEDICINAL SALES OF CANNABIS PRODUCTS AND ANY LAWFUL ACTIVITIES CONSISTENT THEREWITH. THE ENTITY WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF CANNABIS OR ANY OTHER RELATED REGULATED PRODUCT UNTIL LICENSED TO DO SO BY THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT L. ALLEN, ESQUIRE
 No. and Street: LAW OFFICES OF ROBERT L. ALLEN
300 WASHINGTON STREET
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MICHAEL SPENGLER	601-603 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MICHAEL SPENGLER	601-603 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL SPENGLER	601-603 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of November, 2018,

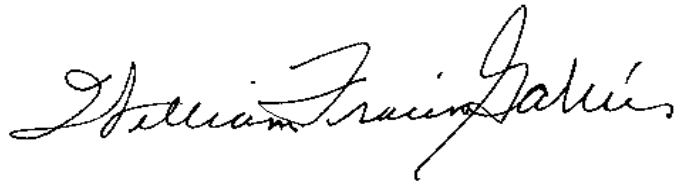
ROBERT L. ALLEN, JR

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

THE COMMONWEALTH OF MASSACHUSETTS

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

November 30, 2018 12:42 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

November 15, 2021

TO WHOM IT MAY CONCERN:

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

UNITED CULTIVATION, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 30, 2018**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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:
MICHAEL SPENGLER

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

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



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

UC Retail, LLC

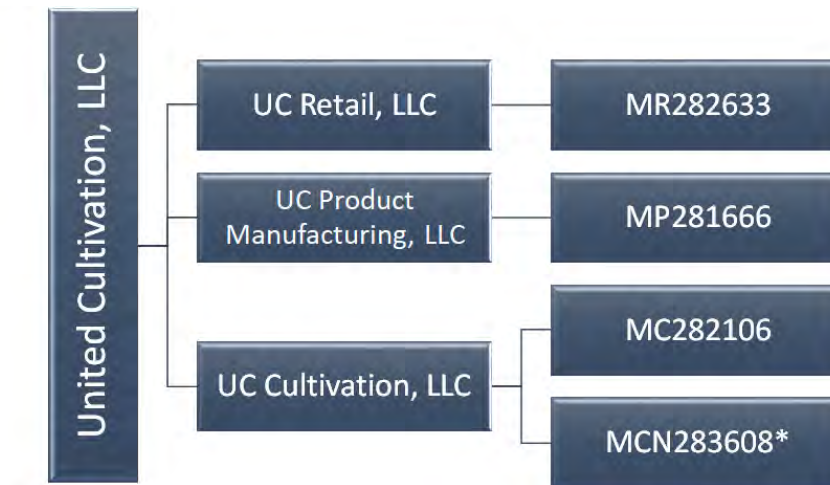
Persons or Entities with Control

Revised
11-24-2021

Persons or Entities with Direct or Indirect Control

United Cultivation, LLC is currently going through an entity restructure process to improve our accounting and financial planning. Any current or future retail license under the United Cultivation, LLC parent company, will be sought and applied for under the newly created entity of UC Retail, LLC.

Here is an overview of the entity structure in process.



The following matrix represents the Persons or Entities having Direct or Indirect Control over both entities. There are no persons or entities with indirect control.

Persons or Entities with Direct Control	Ownership	Address
United Cultivation, LLC*	100%	601 Fitchburg State Road, Ashby, MA 01431
*UC Retail, LLC is a wholly owned subsidiary of United Cultivation, LLC		
United Cultivation, LLC Control	Ownership	Address
Blue & Yellow Holdings, LLC**	31.67%	51 Duck Pond Drive, Groton, MA 01450
**B&Y Holdings is owned by Carolyn and Michael Spengler		
Danielle Phaneuf	31.67%	60 Amelia Way, Groton, MA 01450
Kerstin Phaneuf	15.00%	23 State Road, Stow, MA 01775

Qualifications

The United Cultivation leadership and management team is very qualified to manage a marijuana retail establishment for numerous reasons but the most important would be our existing experience in already having launched a successful retail establishment in the State of Massachusetts. In addition, all individuals with direct control of the organization have extensive experience in entrepreneurship and successful business management both in small and large business concerns.

As CEO of United Cultivation and the primary partner responsible for day-to-day operations, Michael Spengler draws on his 20+ years in the semiconductor and electronic component distribution industry. Over the course of his career, he has held various roles in administration, sales, marketing, and management, always with increasing responsibility, which culminated in P&L responsibility for business units producing more than \$70M in annual revenue for some of the world's leading electronic component distributors. This leadership experience and understanding of supply chain nuance has been an invaluable skill while navigating the launch and successful operation of United Cultivation.

Disclosure of Ownership Interests

No members of the United Cultivation, LLC group of companies has direct or indirect control in any other marijuana establishment with the Commonwealth of Massachusetts or elsewhere as of the submission of this Letter of Interest package.

Certification of Suitability

By signing below, I certify that no person having direct or indirect control of United Cultivation, LLC, or its subsidiaries, has committed any offense that would result in Presumptive Negative Suitability Determination under 935 CMR 500.802 Tables B-D. All persons having direct or indirect control of United Cultivation have up-to-date Registered Agent cards from the Cannabis Control Commission and are subject to yearly CORI review for suitability.



Michael Spengler, CEO
United Cultivation, LLC

11/24/2021

Date

United Cultivation, LLC

Proposed Address

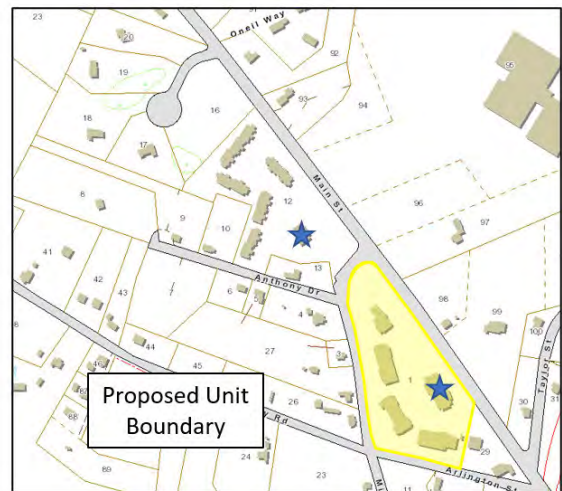
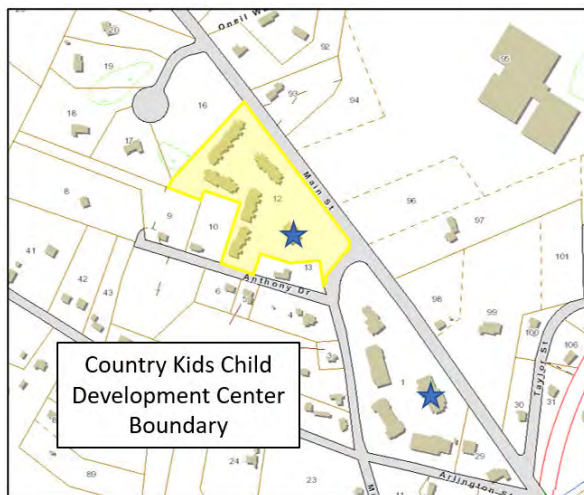
Revised
11-24-2021

United Cultivation has entered into an agreement with Main Street Bank to lease or purchase the property located at 489 Main Street. The bank has owned this property since 2005 and they recently decided to close their branch which was located in the end unit pictured below. This unit would be an advantageous location for a marijuana retail establishment given cost-effective build out options and its pre-existing secure infrastructure.



However, there appears to be a potential zoning challenge that may be managed by a variance or potential zoning bylaw change.

Although the property is located in the General Business zone, the Town of Groton Zoning Bylaw Chapter 218, Section 10.4 (3) states “No marijuana establishment shall be located within 500 feet of the **property boundary line** of any lot in use as a preexisting public or private preschool...”. There is an abutting property at 501 Main Street which includes multiple structures, of which the Country Kids Child Development Center is situated.



This wording defining “*property boundary line*” differs from the Cannabis Control Commission’s 935 CMR 500.110: Security Requirements for Marijuana Establishments, Section (3) regulations that define buffer zones as the following...

Buffer Zone. A Marijuana Establishment Entrance may not be closer than 500 feet from the nearest School Entrance, unless a city or town adopts an ordinance or bylaw that reduces the distance requirement.

- a) *The buffer zone distance of **500 feet shall be measured in a straight line** from the geometric center of the Marijuana Establishment Entrance to the geometric center of the nearest School Entrance, unless there is an Impassable Barrier within those 500 feet; in these cases, the buffer zone distance shall be measured along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the Marijuana Establishment Entrance to the geometric center of the nearest School Entrance.*
- b) *The buffer zone distance of 500 feet may be reduced if a city or town adopts an ordinance or bylaw that reduces the distance requirement.*

The below graphic depicts the difference in buffer zone distancing based on the existing languages...



United Cultivation believes the property located at 489 Main Street is an ideal location to locate our retail establishment. We would like to begin the process of Major Site Plan Review for Change of Use and to further discuss options as it relates to existing zoning bylaw impacts.

If we are mutually unsuccessful in determining compliance to local zoning at the proposed address, United Cultivation would like the opportunity to work with the Town of Groton in identifying alternative sites.



November 30, 2021

By Email and First-Class Mail

Mr. Michael Spengler
United Cultivation, LLC
601 Fitchburg State Road
Ashby, MA 01431
mike@unitedcult.com

Re: Mill Run Plaza, 489 Main Street, Groton, Massachusetts
Letter of Intent

Dear Mr. Spengler:

On behalf of Main Street Bank, I am pleased to submit the following proposal regarding the contemplated option and lease or acquisition of the above-referenced property at 489 Main Street, Groton, Massachusetts (the "Property").

The purpose of this letter of intent is to outline the terms upon which Main Street Bank, as the owner of the Property, is prepared to negotiate with you with respect to your lease or acquisition of the Property. This document is also intended to satisfy the requirements set forth by the Town of Groton, specifically Section 2(e) of the Town's letter to requesting parties, in connection with your submission of a Letter of Interest for Adult Use Recreational Marijuana facility at the Property.

It is understood that a mutually agreeable definitive option agreement relating to the lease or sale of the Property (the "Option Agreement") will address all matters set forth herein in greater detail and will also address additional matters. It is further understood that this letter has no binding effect, and no legal action of any kind shall be predicated hereon, except as set forth below.

1. **Purchaser:** United Cultivation, LLC, or a designated nominee/entity ("Purchaser").
2. **Seller:** Main Street Bank, a Massachusetts Savings Bank ("Seller").
3. **Description of the Property:** 489 Main Street, Groton, Middlesex County, Massachusetts; for title reference see deed recorded with the Middlesex South District Registry of Deeds at Book 46254, Page 129.
4. **Price and Earnest Money:** The parties will agree to the terms of the option to lease or



purchase in connection with the negotiation of the Option Agreement.

5. **Contingencies:** The lease or purchase of the Property is contingent upon the Purchaser's receipt of all necessary state and municipal licenses, permits and approvals to operate an Adult Use Recreational Marijuana facility at the Property, and such other mutually acceptable contingencies as may be incorporated into the Option Agreement.
6. **Exclusive Negotiations:** Commencing on the date the parties agree to this letter and ending forty-five (45) days thereafter, Seller shall not enter into discussions or negotiations with any person or entity (other than Purchaser) in any way relating to the sale or option of the Property. Furthermore, Purchaser and Seller agree to negotiate in good faith the Option Agreement relating to the sale of the Property (which shall be mutually acceptable to Purchaser and Seller) during this period.
7. **Costs:** Each of the parties will bear its own costs and expenses in connection with the proposed transaction, whether or not the transaction is ultimately consummated, including costs of attorneys, consultants or other professionals.
8. **Confidentiality:** Other than as appropriate to satisfy legally required disclosures, including disclosures in connection with the Purchaser's application for necessary licenses to operate an Adult Use Recreational Marijuana facility at the Property, or as otherwise mutually agreed, the parties shall not disclose the terms of this letter, nor any information received from the other, to any person other than such party's advisors assisting it in negotiating and drafting the Option Agreement.
9. **Non-Binding Effect.** This letter does not constitute a legally binding commitment to proceed. Either party shall have the right to terminate this letter at any time by providing written notice to the other party. Notwithstanding this paragraph, however, the provisions herein regarding Exclusive Negotiations, Costs and Confidentiality are legally binding on the parties, and will survive any termination of this letter.

If the foregoing terms and conditions are acceptable, please return a fully executed copy of this letter to the Seller's attention.

IF A FULLY EXECUTED COPY OF THIS LETTER IS NOT RECEIVED BY 5:00 PM EST, DECEMBER 1, 2021, THIS LETTER SHALL TERMINATE.




Respectfully,
Main Street Bank

By: 
Paul Musgrove, CFO

ACKNOWLEDGED, AGREED AND ACCEPTED:

Date: November 30, 2021

United Cultivation, LLC

By: 
Michael Spengler, Manager
Duly Authorized

489 MAIN ST

Location	489 MAIN ST	Mblu	216/ 1/ 5/ /
Acct#	5082	Owner	NORTH MIDDLESEX SAVINGS BANK
Assessment	\$1,408,200	Appraisal	\$1,408,200
PID	5082	Building Count	1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$1,408,200	\$0	\$1,408,200
Assessment			
Valuation Year	Improvements	Land	Total
2021	\$1,408,200	\$0	\$1,408,200

Owner of Record

Owner	NORTH MIDDLESEX SAVINGS BANK	Sale Price	\$1,519,000
Co-Owner	ATTN: ACCOUNTS PAYABLE	Certificate	C
Address	P.O. BOX 469 AYER, MA 01432	Book & Page	46254/ 129
		Sale Date	10/11/2005
		Instrument	00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
NORTH MIDDLESEX SAVINGS BANK	\$1,519,000	C	46254/ 129	00	10/11/2005
RYAN DEVELOPMENT LLC	\$500,000	P	32318/ 542	1G	02/01/2001
RANCH REALTY INC	\$0	E			

Building Information

Building 1 : Section 1

Year Built:	2004
Living Area:	9,807
Replacement Cost:	\$1,619,917

Xtra Field 1:	
Remodel Ext:	
Super	

Extra Features

Extra Features				<u>Legend</u>
Code	Description	Size	Value	Bldg #
VLT2	VAULT-GOOD	30 SF	\$3,200	1
SPR2	WET/CONCEALED	9807 SF	\$9,100	1
NDP	NITE DEPOSIT	1 UNITS	\$5,000	1
ATM1	AUTOMATC TELLR	1 UNITS	\$25,200	1
DUW1	DRIVE-UP WINDW	1 UNITS	\$5,000	1

Land

Land Use

Use Code 3401
Description OFFICE CONDO
Zone B1
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0
Frontage
Depth
Assessed Value \$0
Appraised Value \$0

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$1,388,500	\$0	\$1,388,500
2020	\$1,388,500	\$0	\$1,388,500
2019	\$1,338,700	\$0	\$1,338,700

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$1,388,500	\$0	\$1,388,500
2020	\$1,388,500	\$0	\$1,388,500
2019	\$1,338,700	\$0	\$1,338,700



UNITED CULTIVATION

A CANNABIS COMPANY

Management & Operations Profile
--

Proposed Timeline

Below is UC Retail's timeline detailed expected milestones for commencing our retail operations at our site in Groton, MA.



United Cultivation, LLC

Plan to Obtain Liability Insurance

Revised
11-24-2021

Plan to Obtain Liability Insurance

United Cultivation will add this second retail location to our existing general liability insurance coverage, pursuant to 935 CMR 500.105(10), for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.

The deductible for each policy will be no higher than \$5,000 per occurrence.

The insurance partner of choice for United Cultivation will be CannGen Insurance Services which is our existing insurer.

A copy of our current insurance policy follows:



WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
1/28/2021

AGENCY NAME AND ADDRESS CannGen Insurance Services LLC 110 West A Street, Ste. 675 San Diego CA 92101		COMPANY: Protective Insurance Company	
PRODUCER NAME: Emily Kidder		UNDERWRITER:	
CS REPRESENTATIVE NAME: Emily Kidder		APPLICANT NAME: United Cultivation, LLC	
OFFICE PHONE (A/C. No. Ext): (916) 503-4828		OFFICE PHONE:	
MOBILE PHONE:		MOBILE PHONE:	
FAX (A/C. No.):		MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code)	
E-MAIL ADDRESS: ekidder@canngenins.com		601-603 Fitchburg State Rd. Ashby MA 01431	
CODE: 13499 SUB CODE:		YRS IN BUS: 0	
AGENCY CUSTOMER ID:		SIC: 5990	
		NAICS:	
		WEBSITE ADDRESS:	
		E-MAIL ADDRESS:	
		SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> LLC <input type="checkbox"/> TRUST <input type="checkbox"/>	
		PARTNERSHIP <input type="checkbox"/> SUBCHAPTER "S" CORP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER <input type="checkbox"/>	
		CREDIT BUREAU NAME:	
		ID NUMBER:	
		FEDERAL EMPLOYER ID NUMBER	
		NCCI RISK ID NUMBER	
		OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER	
		FEIN - 83-2715774	
		N/A	

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN
<input type="checkbox"/> BOUND (Give date and/or attach copy)		<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> NWAV Annual
<input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)		<input type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL
			<input type="checkbox"/> QUARTERLY % DOWN:
			AUDIT
			<input type="checkbox"/> AT EXPIRATION <input type="checkbox"/> MONTHLY
			<input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/>
			<input type="checkbox"/> QUARTERLY

LOCATIONS		
LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE
1		601-603 Fitchburg State Rd. Ashby, MA 01431

POLICY INFORMATION	
PROPOSED EFF DATE 02-01-2021	PROPOSED EXP DATE 02-01-2022
NORMAL ANNIVERSARY RATING DATE	
<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING	
RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) MA	PART 2 - EMPLOYER'S LIABILITY
	\$ 1,000,000 EACH ACCIDENT
	\$ 1,000,000 DISEASE-POLICY LIMIT
	\$ 1,000,000 DISEASE-EACH EMPLOYEE
PART 3 - OTHER STATES INS	DEDUCTIBLES (N / A in WI)
	<input type="checkbox"/> MEDICAL
	<input type="checkbox"/> INDEMNITY
AMOUNT / % (N / A in WI)	OTHER COVERAGES
	<input type="checkbox"/> U.S.L. & H. VOLUNTARY COMP
	<input type="checkbox"/> FOREIGN COV
DIVIDEND PLAN/SAFETY GROUP	MANAGED CARE OPTION
	<input type="checkbox"/>
ADDITIONAL COMPANY INFORMATION	
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES	TOTAL MINIMUM PREMIUM ALL STATES	TOTAL DEPOSIT PREMIUM ALL STATES
\$ 5,082	\$	\$

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	Michael Spengler		(978) 866-1154	mike@unitedcult.com
ACCTNG RECORD	Michael Spengler		(978) 866-1154	mike@unitedcult.com
CLAIMS INFO	Michael Spengler		(978) 866-1154	mike@unitedcult.com

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

[illegible]

STATE: MA (CONTROLLING)	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N / A	\$			\$
INCREASED LIMITS	2.0	\$ 87	SCHEDULE RATING *		\$
DEDUCTIBLE *		\$	CCPAP		\$
		\$	STANDARD PREMIUM		\$ 4,416
EXPERIENCE OR MERIT MODIFICATION	1.0	\$ 0	PREMIUM DISCOUNT		\$ 0
		\$	EXPENSE CONSTANT	N / A	\$ 0
ASSIGNED RISK SURCHARGE *		\$	TAXES / ASSESSMENTS *	N / A	\$ 0
ARAP *		\$			\$
* N / A in Wisconsin					
TOTAL ESTIMATED ANNUAL PREMIUM		MINIMUM PREMIUM		DEPOSIT PREMIUM	
\$ 4,744		\$ 0		\$	

United Cultivation, LLC

Security Procedures Overview

Revised
11-24-2021

Security Plan

United Cultivation is committed to the security of our employees, our customers, and to the residents of and visitors to the Town of Groton. We believe that by establishing strict, disciplined, and thorough security protocols within our operations, we can eliminate concerns regarding safety, product diversion, theft, and unauthorized access to our facilities.

Restricting Access to Age 21 & Older

Access to our facility will be restricted to individuals 21 years of age or older. Age validation will be required by presentation of one of the identifying documents: a state-issued driver's license, a state-issued identification card, a valid passport or passport card, or a Department of Defense Identification Card. Age validation will occur at main entry points of the facility.

Secure Access

All facility access points, with the exception of the main entrance, will be deemed as "limited access areas". These areas will be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height. Accessibility to these areas will be secured by requiring validation through combination numbers, passwords, or electronic or biometric security screening systems.

Access to limited access areas is restricted to employees, agents or volunteers specifically permitted by United Cultivation, agents of the Cannabis Control Commission, state and local law enforcement, and emergency personnel.

Employees will enter facility through designated "employee only" entry points. Each employee is required to visibly display a Registered Agent identification badge issued by the Cannabis Control Commission at all times while at our facility or transporting marijuana. Upon arrival, each employee will need to "swipe in" via secure key card access. Upon departure, each employee will need to "swipe out" via secure key card access. This will establish time stamps for the movement of employees within our facility.

All outside vendors, contractors and visitors will be required to obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a United Cultivation agent authorized to enter the limited access area. The visitor identification badge will be visibly displayed at all times while the visitor is in any limited access area. All visitors will be logged in and out and that log will be made available for inspection by the Cannabis Control Commission at all times. All visitor identification badges will be returned to United Cultivation upon exit.

All employees who are issued keys or security codes to the facility are responsible for their safekeeping. No employee may authorize any other person to utilize their keys or codes. Any employee who leaves any keys in a lock or keys or security codes in a location accessible to unauthorized person or discloses their code to any other person may be reprimanded or terminated.

The outside perimeter of our facility will be sufficiently lit to facilitate surveillance.

Upon request, all existing security frameworks, protocols and procedures will be made available to Town of Groton law enforcement authorities and fire services. If changes are made to any previously shared plans or procedures, we will proactively share modifications with said agencies.

Security System Overview

United Cultivation will create a security envelope that covers both the interior and exterior of our facility in an effort to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion.

Security Lighting Framework Will Include

- Indoor and outdoor lighting controlled by photocell switching, timers, infrared motion sensors and/or other state-of-the-art control systems to maintain an adequate light level at the interior and exterior of the facilities to ensure that personnel and the video surveillance system can effectively monitor the space in and around the facility at all times.
- Exterior lighting will be directed so as to not pose a nuisance to neighboring properties.

Alarm Framework Will Include:

- 24-hour, continuous operation with monitoring by a third-party remote central control station which will have the responsibility for automatically providing notification to law enforcement of any breach in the facility's security system.
- A perimeter alarm on all building entry and exit points and all perimeter windows.
- A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. This failure notification system will provide an alert to designated employees of United Cultivation within five minutes after the failure, either by telephone, email or text message.
- A duress alarm, panic alarm or hold-up alarm connected to local public safety or law enforcement authorities.

Video Framework Will Include:

- Video cameras in all areas that may contain marijuana, at all points of entry and exit and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras will be directed at all safes, vaults, sales areas and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled or dispensed. Cameras will be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the United Cultivation facility or area.
- 24-hour recordings from all video cameras will be made available for immediate viewing by Cannabis Control Commission agents upon request and recordings will be retained for at least 90 calendar days. Recordings will not be destroyed or altered, and will be retained as long as necessary if United Cultivation is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- The ability to immediately produce a clear, color still photo whether live or recorded. In addition, a date and time stamp will be embedded in all recordings, which will be synchronized and set correctly at all times and shall not significantly obscure the picture.
- The ability to remain operational during a power outage.
- A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

Other Security System & Policy Related Features

- All security system equipment and recordings will be maintained in a secure, locked room so as to prevent theft, loss, destruction and alterations. This room will not be used for any other function outside of security and computer system control.
- United Cultivation will have a back-up alarm system, with all the capabilities of the primary system, managed by a separate security provider.
- Access to surveillance areas will be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Cannabis Control Commission.
- All security equipment will be inspected and tested at regular intervals, not to exceed 30 calendar days from previous inspection and test, to ensure it is in good working order.
- All employees who are issued keys or security codes to the facility are responsible for their safekeeping. No employee may authorize any other person to utilize their keys or codes. Employees will sign an Access Acknowledgement Form. In accordance with applicable laws and regulations, any employee who leaves any keys in a lock or keys or security codes in a location accessible to unauthorized person or discloses their code to any other person may be reprimanded or terminated.
- The last employee, or a designated employee, who leaves the facility at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on company property after hours without prior authorization from their supervisor.

Security Audits

United Cultivation will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Cannabis Control Commission. A report of such audit will be submitted, no later than 30 calendar days after the audit is conducted.

If the audit identifies concerns related to United Cultivation's security system, United Cultivation will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

Prevention & Diversion Plan

At United Cultivation, we believe that the prevention of loss, theft and diversion of cannabis products is best addressed using a combination of employee screening, training, security measures and technologically advanced inventory control.

As shared in the security section of our operational procedures, each and every potential employee at United Cultivation will be pre-screened to review criminal history, employment history and credit worthiness in an effort to identify potential character traits of concern as it relates to trustworthiness and moral aptitude. Once employed, our employees will then be subject to required training modules in Security, Inventory Management and Diversion Prevention.

In addition, our physical security measures will secure against theft not only from intruders, but also from staff members and visitors. Each area of our building will be secure at all times. This is done by limiting access both into and within different areas of the facility as necessary and by surveillance monitoring of personnel and visitors at all times when in close proximity to the product.

Lastly, strict inventory control measures will also be engaged to prevent and detect diversion. The Cannabis Control Commission requires licensees to utilize a "seed-to-sale" system to track all marijuana products being cultivated, manufactured, transported, tested, and sold in the Commonwealth of Massachusetts. We intend to use the cloud-based online reporting system and compliance management solution named Metrc which is a product delivered by a company called Franwell.

The Metrc platform will be a strong component of prevention and diversion given its unique and compelling ability to do the following:

- Support marijuana "regulations" with technology to prevent and monitor drug diversions.
- Promotes public safety and patient product safety with traceability.
- By the use of RFID (Radio Frequency Identification) technology combined with serialized item tracking, the system creates an "end to end" surveillance system where the municipality has real-time visibility at any given time into the "inventory" at all the locations (does not rely on audits for tracking).
- Central control of security through RFID secure tag ID.
- Captures perpetual inventory quantities for each entity.
- Provides an inspection process with the tools necessary to complete onsite validation of inventory with audit capability and anti-piracy safeguards.
- Supports the auditing process from a series of exception reports.
- Provides the industry with the means to report required inventories with minimal cost and investment - can remain cost neutral to the regulatory body.

The system provides for a real time digital transport manifest giving access to law enforcement enabling them to quickly discover illegal activity during transportation.

- Tracks transfers between licensed premises.
- Allows regulatory users to view all licensee activities captured in the system.
- Creates audit trails and tools for assessing risk and channeling resources more efficiently (e.g. system notifications and reporting).

Storage of Marijuana Plan

There will be two separate and secure product storage areas in our facility managed under our "limited access" security protocol. Each location will remain locked at all times and will only be accessed to manage our inventory profiles or to pull product for manufacturing or retail operations. Each area will be protected by key card access and only properly credentialed employees will have approved entry to the areas.

One location will be established for "finished product", in the form of flower or extract products, and it will be stored in identifiable packaging units monitored and labeled by our inventory tracking software for traceability.

The other location will be for the storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.

Each room will be maintained in a clean and orderly condition and will be free from infestation by insects, rodents, birds, and pests of any kind.

Waste Disposal Plan

United Cultivation will endeavor to reduce, to the greatest extent possible, the generation of any excess marijuana product or marijuana plant debris by repurposing such materials for use in our product manufacturing operation. We anticipate that our facility will be a near zero waste facility in this regard.

As to the material that cannot be used in such a manner and which therefore must be discarded or destroyed, the facility will use the following approach:

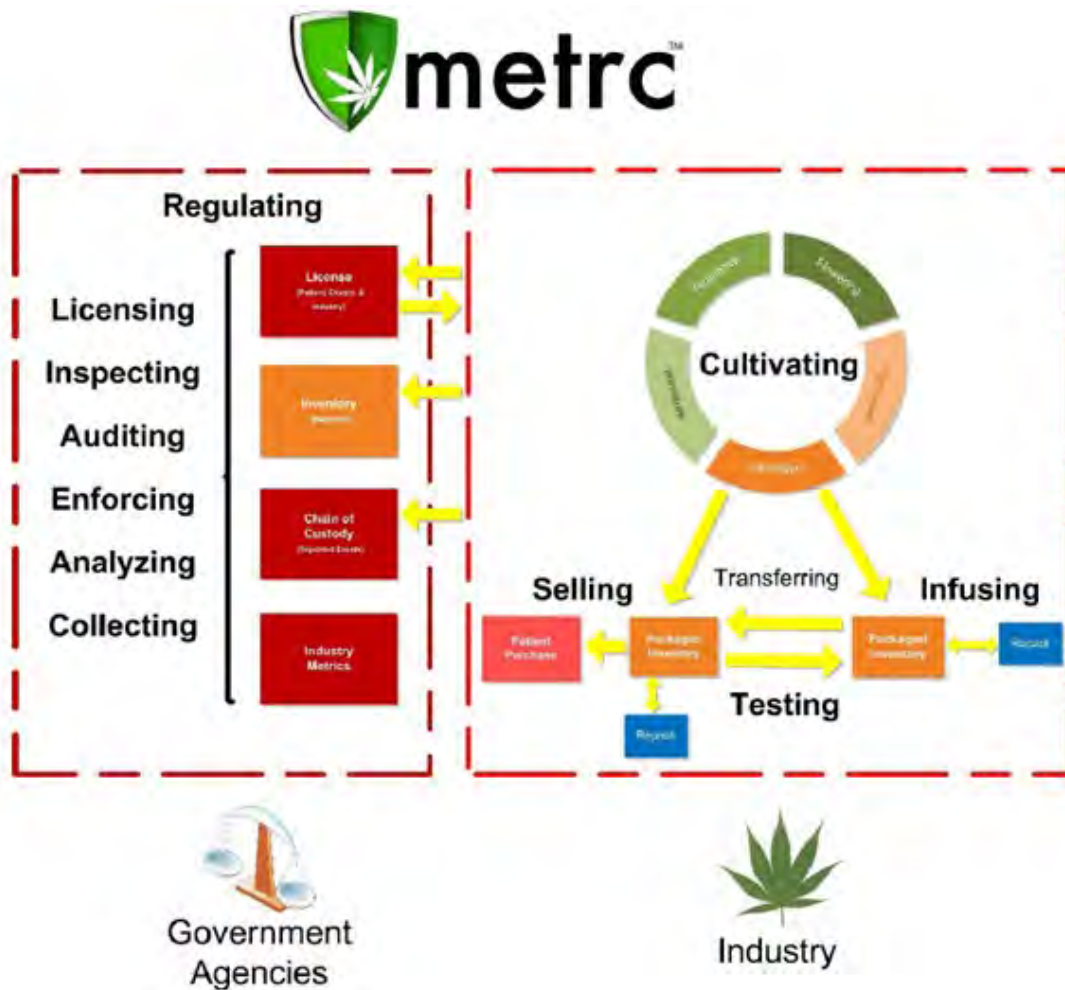
- Any remaining marijuana waste will be ground and mixed with other organic material to the extent it is unrecognizable. The resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture will be composted.
- Solid waste containing cannabis waste generated at our facility will be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.
- No fewer than two United Cultivation employees will witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.). When marijuana products or waste is disposed or handled, United Cultivation will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two employees present during the disposal or other handling, with their signatures. United Cultivation will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Cannabis Control Commission

Inventory Control System

United Cultivation uses a “real-time inventory” control system called Leaflogix. Our inventory control system will allow us to conduct on demand, monthly, and annual comprehensive inventories of marijuana products in inventory. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

United Cultivation relies on the integration of Leaflogix with the state approved Metrc platform to coordinate this "real-time inventory" control system. Metrc is a compliance management solution used by regulatory bodies for the oversight of the marijuana industry. It is a cloud hosted online reporting system used by licensed marijuana businesses to manage and report supply chain as required by state rules.

A key benefit of Metrc is that it can provide functional reporting on plants, packaging, transfers, and sales and it will help define a traceable chain of custody for all product moving in and out of our facility.



Emergency & Disaster Planning

Each and every employee of United Cultivation will be trained on Emergency & Incident Management protocols as part of our planned “new hire” training procedures.

Establishment of Emergency Response Team

The Vice President of Operations will be responsible for the creation of an “Emergency Response Team” made up of United Cultivation employees responsible for managing our response in support of emergency alerts catastrophic incidents. All contact phone numbers of the Emergency Response Team will be posted in visible spots inside the different operating areas of our facility. The name at the bottom of the list is the first contact and each name up will represent going higher into the company management levels.

The Emergency Response Team contact list will also be provided to local and state law enforcement and fire rescue departments.

Emergency Alerts & Emergency Access

All members of the Emergency Response Team will have the ability to access to the facility and will be set up to receive any alert that may be produced by the control systems in use at United Cultivation. Alerts will be directed to cell phones that are used by the employees at the facility.

A member of the Emergency Response team will be available to access the facility at all times of the day, every day. In addition, a list of people with keys and security codes will be posted with the Emergency Response Team contact list. Ownership will also have keys and current codes.

Personnel with access will be trained in and have the ability to turn off/turn on electricity, the water supply system, HVAC, lighting, heating and CO2 burners.

Emergency Incident & Response Plan

The facility will comply with all local fire codes.

Fire extinguishers will be checked and maintained semi-annually and all employees will be trained in usage.

This plan establishes procedures for any incident including a natural disaster or fire.

- Each employee will be trained and familiar with the plan, known location of alarms, fire extinguishers, emergency exits, and first aid supplies.
- In case of small fire, extinguish the fire using portable equipment.
- If manager is not available, make decisions to evacuate based on the safety of all in the facility.
- Any gas leak requires evacuation until fire department clears the facility.
- At no time will the building be re-entered without an all clear message from the Safety Coordinator or fire department.
- All emergency contact lists will be posted as well as evacuation routes and plans.

Fire Response

If the fire does not present an immediate danger to personal safety, an employee, working together with a second person, may attempt to extinguish the fire. If the fire cannot be suppressed, the employee will contact 911 immediately and evacuate the building at once.

Gas Leak Response

Gas leaks require an immediate evacuation until the fire department clears the facility. Any employee discovering a gas leak will shut off the gas immediately (if accessible in the facility) and notify management to begin evacuation procedures. The manager in charge will notify the fire department immediately, followed by neighboring business.

Evacuation Protocol

Any manager may determine the need to evacuate an area at any time for any reason. If there is not an imminent danger, any marijuana product which is outside the controlled limited access area will be returned to the secure storage area prior to leaving the building.

Reasons to evacuate may include: fire, bomb threat, a hostile person, power outage, earthquake, water or gas leak, or chemical spill.

All employees must ensure that customers do not gather in lobbies, bring disabled individuals to stairwells, open doors without checking for heat, run, panic, or re-enter the building without permission.

This section is to serve as an extract of our Employee Handbook so that you can see its contents. A copy of which can be provided, if requested.



United Cultivation, LLC

Employee Handbook

December 13, 2020

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United Cultivation, LLC

Additional Storage of Marijuana Information

Revised
11-15-2021

Storage of Marijuana Plan

Purpose

The purpose of this SOP is to provide guidance on storage procedures for raw cannabis, cannabis infused products, and works in process that contain cannabis or a cannabis distillate.

Scope

The scope of this SOP is for all employees who receive or pick inventory, and also produce any of the products sold from this facility.

Prerequisites

All employees go through original training that stresses the importance of proper procedures to store and account for all cannabis products in the facility. Employees will not be able to either retrieve or stock cannabis products unless accompanied by their mentor during their probationary period.

Responsibilities

It is the responsibility of the Vice President of Operations to ensure that all storage procedures are followed correctly. It is also his / her responsibility to ensure the storage procedures generate an accurate inventory count.

Procedure

Marijuana may be stored in several different vaults and/or secure rooms for harvested but not yet processed marijuana, drying room marijuana, inventory packaged at the cultivation center, inventory awaiting transport, and inventory at the dispensary.

Marijuana being transported will have its own protocol.

- Log for marijuana brought into vault/removed from vault.
- Storage in the cultivation facility will be in vaults in swipe card-controlled rooms.
- Storage during transportation includes a mounted, locked box in the trunk of delivery vehicles.
- Storage in the dispensary in time-controlled vaults.
- Chain of custody manifest for storage vault in dispensary.
- Chain of custody manifests for all storage.
- Inventory movement and removal manifests.
- Access control to inventory through swipe card/credentials.
- Audit trail from date and time stamping.
- All vault rooms alarmed with hard line and cellular back up alarm.
- Motion detectors in storage rooms.
- Storage not visible to public.
- All storage subject to visual and electronic surveillance monitoring.
- Monitoring will be 24/7.
- Security system will have auxiliary power sufficient for 24 hours.

Employees are trained in the appropriate storage and disposal or destruction of manufactured cannabis products at all stages of production and sale. Storage of cannabis and manufactured cannabis products will comply with all applicable state and local regulations. All cannabis and manufactured cannabis products will be stored in a secure access area for nightly storage at the close of operations each day. All storage areas will have adequate lighting. This is also explained in the facility layout section. After cannabis flower, trim, and manufactured cannabis products are processed, the facility manager secures them within the facility safe to wait for testing and shipment. After the cannabis and manufactured cannabis products pass required laboratory testing, they will be transferred to the retail facility or another retail facility for sale and distribution. These products will be maintained in the secured product storage area in commercial grade safes until transportation. This area shall be restricted to the retail manager.

Storage Plan requires that the facility:

- Not produce or maintain cannabis in excess of the quantity required for normal, efficient operation;
- Store all cannabis and manufactured cannabis products in a safe, vault or secured room and in such a manner as to prevent diversion, theft or loss;
- Maintain all cannabis that is not part of a finished product in a secure area or location, accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation;
- Keep all approved safes, vaults, or other equipment or areas used for the production or storage of cannabis securely locked or protected from entry, except for the actual time required to remove or replace cannabis;
- Keep all locks and security equipment in good working order;
- Not allow keys to be left in the locks and not store or place keys in a location accessible to persons other than specifically authorized personnel;
- Not allow other security measures, such as combination numbers, passwords or electronic or biometric security systems, to be accessible to persons other than specifically authorized personnel; and
- Keep the facility securely locked and protected from unauthorized entry at all times.
- If a loss, theft or diversion of cannabis has occurred from the facility, the facility shall notify the department and the appropriate law enforcement agency.

Additional Regulatory Compliance for 935 CMR 500.105(11)

- United Cultivation will provide adequate lighting, ventilation, temperature, humidity, space, and equipment in storage areas.
- United Cultivation will have separate area for storage of marijuana that is going to be destroyed.
- Storage areas will be maintained in a clean and orderly condition and be free from infestation.
- Storage areas will be maintained securely in compliance with 935 CMR 500.110.

The Cannabis Control Commission may revise the appropriate storage and security requirements for all cannabis in the facility and may require additional safeguards to ensure the security of the cannabis. If a reduction in the amount of cannabis is due to suspected criminal activity, the facility shall immediately report the reduction to the regulatory agency. Additionally, the facility will abide by the following additional regulations:

Any area of the facility containing cannabis, including a room with an approved safe or approved vault, shall have a sign posted at all entryways, which shall be a minimum of 12 inches in height and 12 inches in length and shall state: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.

Notwithstanding the requirements of this Section, nothing shall prohibit members of the department, local law enforcement or other federal, State or local government officials from entering any area of the facility if necessary, to perform their governmental duties, or persons authorized by the department.

The facility shall provide current copies of facility floor plans to the Cannabis Control Commission and local law enforcement that have jurisdiction in the area where the facility is located.

References

The primary resource for our storage requirements is dictated by the regulations put forth by the state.

Reporting

All storage procedures originate with the state's regulatory scheme. Any changes to the physical structure of the storage facility or hardware/software protecting it must be reported to the facility manager and the board of directors immediately.

United Cultivation, LLC

Record Keeping Procedures Overview

Revised
11-24-2021

Introduction

United Cultivation has adopted procedures for maintaining records that conform to marijuana regulations and best practice for the marijuana industry. United Cultivation maintains a detailed description of plans, procedures, and systems adopted and maintained for tracking, record keeping, record retention, and surveillance systems. These detailed descriptions relate to marijuana at every stage of the cultivation to sale process including cultivating, possession of medical marijuana, delivery, transporting, distributing, sale, and retailed by United Cultivation.

United Cultivation will maintain records required for a period of five years and make these records available to the Cannabis Control Commission upon request. United Cultivation will ensure compliance with all laws and regulations pertaining to its operation as a licensed organization. However, the operational needs of the company require records in excess of the mandated requirements. United Cultivation's recordkeeping policies and procedures as detailed in this section and throughout the SOPs demonstrate compliance with legal and regulatory requirements as well as a commitment to full documentation and transparency in all of United Cultivation's operations.

United Cultivation maintains strict control over records to provide operating data to management, information to advisors and financial backers, document operations for third-party certifiers or auditors, and to keep a record of operations in case of any insurance claims, legal, or administrative investigation.

The Vice President of Operations shall oversee all record retention protocols of United Cultivation. The CEO is responsible for oversight of the Vice President of Operations and all record maintenance activities. The Director of Retail Operations must supervise the recordkeeping activities in their operating unit to ensure compliance with company policies and procedures.

Compliance with Regulations

United Cultivation is committed to compliance with all laws and regulations about its operation as a registered organization. Management will make all records available to the Cannabis Control Commission or its authorized representatives upon request for monitoring, on-site inspection, and audit purposes. Several regulations apply to recordkeeping functions. Our recordkeeping policies and procedures demonstrate not only compliance with the Commonwealth's requirements but also a commitment to full documentation of our operations.

- United Cultivation will keep waste records for at least three years.
- United Cultivation will maintain their records in accordance with generally accepted accounting principles.

Electronic Inventory System

United Cultivation will implement seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105.

We will likely use the METRC electronic inventory system approved by the Cannabis Control Commission. This is a full suite "seed to sale" inventory tracking platform. There are also internal requirements for recordkeeping. Our internal reporting requirements provide that the system must maintain the following records or the Vice President of Operations will implement additional systems as needed:

- A "total inventory in storage" by location and batch report that records user, date, time, item, quantity, and storage access in chronological order.
- An "all events" report that provides detail on all user activity and transaction types within a time frame and tailored to specific data requirements such as individual items or users.
- A "controlled substances vault compare" report that allows administrators to cross-reference the inventory that leaves the storage area and arrives at the shelf, dispensary, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
- There will also be a "review send" report that provides detailed information regarding the removal of marijuana from the storage area. This report specifies the user, time, date, item, quantity, and intended destination.
- Additionally, a "dispensing" report will be kept to provide detailed information regarding the transaction of marijuana at the dispensary. Information will include the user, time, date, item, quantity, and inventory movement at the dispensary. A "purchase history" report will also be maintained to help trend the receipt of medical marijuana into inventory and monitor purchase patterns.

Requirements

The Vice President of Operations is responsible for recordkeeping, data retention, and back-ups to ensure United Cultivation maintains true, complete, and accurate records. The Vice President of Operations is also responsible for the proper integration of those requirements into policies and procedures. Back-ups of all records must be maintained for no less than five years. All dispensary agents must adhere to recordkeeping policies and procedures as a condition of employment. The Vice President of Operations will authorize the release of any records to a third-party and must report the disclosure of records to the CEO to determine if legal counsel should be consulted.

United Cultivation will maintain, at a minimum, the following categories of records:

1. Standard operating procedures;
2. Inventory records including seed to sale tracking;
3. Confidential customer information;
4. Dispensing history;
5. Dispensing errors;
6. Marijuana recalls.

Additional record requirements include:

1. Dispensary agent records and policies;
2. Waste disposal records;
3. Maintenance records;
4. United Cultivation' assets and liabilities;
5. Fixed asset schedules;
6. Insurance and escrow requirements;
7. All monetary transactions;
8. Books of accounts including journals, ledgers and supporting documents, agreements, checks, invoices, vouchers, monthly and quarterly reports, and annual audits;
9. Sales records;
10. Salary and wages paid to each agent;
11. Stipend paid to each executive manager and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with United Cultivation; and
12. All licensing documentation and other correspondence with the Cannabis Control Commission and all other corporate documents required by law including but not limited to meeting minutes, annual reports, stock, or membership agreements.

Policies

United Cultivation has developed strict protocols for the maintenance of records and documents. In addition to the company's legal obligation to protect customer information, we have a responsibility to our stakeholders to accurately document the activities of the business. True and correct records maintained in a timely and organized manner also provide real-time operating information to management necessary to make quick and informed decisions in the normal course of business.

Equipment & Backup Systems

United Cultivation will maintain multiple reporting systems requiring hardware and software. Whenever possible, United Cultivation will elect to use a cloud-based software system that allows the use of standard hardware and provides sufficient back-up capabilities. United Cultivation will utilize the METRC electronic inventory system selected by the Cannabis Control Commission and their recommended hardware, data storage, and software for all operating functions so long as they retain the contract to provide services to the Cannabis Control Commission.

All software acquired or developed by United Cultivation is and at all times shall remain company property and must be serviced by a real-time offsite backup system. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements. All purchasing of company software shall be centralized by the Vice President of Operations, with services utilized from a third-party technology group as needed, to ensure that all applications conform to regulatory and company software standards and are purchased at the best possible price.

United Cultivation maintains written logs for all critical transactions to provide an audit trail if an improper or incorrect entry into the system is discovered. Our standard operating procedures provide instructions for manual recordkeeping in the event electronic systems fail.

Personnel Records

The Vice President of Operations will maintain accurate records for each dispensary agent. Such records must be maintained for a minimum of five years post-termination date and include:

1. Job description of each agent;
2. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
3. Personnel Policies and procedures;
4. All background check reports obtained in accordance with 935 CMR 500.030;
5. All materials submitted to the Cannabis Control Commission;
6. A copy of their Cannabis Control Commission issued registration;
7. Documentation of verification of references;
8. The job description or employment contract that includes a description of duties, authority, responsibilities, qualifications, and supervision;
9. Documentation of all training received by the agent and the signed statement of the agent indicating the date, time, and place the training was received and the topics discussed;
10. The name and title of trainers; and
11. Documentation of periodic performance evaluations and a record of any disciplinary action taken.

The Vice President of Operations will also maintain records documenting the salary and wages paid to each agent, the stipend paid to each executive manager and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with United Cultivation, including executive managers. These confidential records must be maintained for a recommended period of at least seven years or longer if required by law.

Independent Testing Laboratory Reports

Each agent must ensure that no laboratory record held by United Cultivation is falsified in any manner. Any agent who knowingly falsifies a laboratory report or knowingly presents a falsified report to a patient will be terminated immediately. Any agent who suspects that a laboratory record may have been falsified must report to the Vice President of Operations immediately as a condition of employment. United Cultivation will record all laboratory received from a grower/processor in the inventory system when the batch is received.

Product Disposal Records

All waste composed of or containing medical marijuana at the dispensary, will be stored, secured, and prepared for incineration in accordance with applicable state and local laws and regulations. All waste disposed of will be recorded in a Product Disposal Log, including the date of disposal; the type and quantity disposed of; the manner of disposal; the reason for disposal; and the origination of the waste, if applicable.

United Cultivation will keep waste records for at least three years.

Records Loss

Any loss or unauthorized alteration of company records discovered or suspected by any dispensary agent must be reported to the Vice President of Operations immediately, who will report such incidents to the Cannabis Control Commission and law enforcement as necessary. Upon discovery of a records security breach, the Vice President of Operations is required to review all recordkeeping and security policies to identify deficiencies and implement necessary corrective measures. The Vice President of Operations will engage the services of a third-party data security expert as needed.

Incident Records

Incident reporting is documented by the General Manager and reported immediately to the Vice President of Operations in accordance with our reporting and notifications policies and procedures.

Anyone with knowledge or a reasonable suspicion of an incident (an event occurring outside normal operating parameters) is instructed to make an immediate report to a manager and record the event in the Incident Log. All incident activities, from receipt of the initial report through post-incident review, are to be documented by the reporting manager. The Vice President of Operations is responsible for ensuring all events are recorded, assembling these records in preparation and performance of the post-incident review and ensuring all records are preserved for review.

Any loss or unauthorized alteration of records at the dispensary related to medical marijuana products, patients, or United Cultivation' agents will be reported to the Vice President of Operations immediately. The Vice President of Operations will report any such incident to executive management, the Cannabis Control Commission, and law enforcement, as applicable.

Records Maintenance

All electronic records will be maintained for a minimum of five years or as otherwise prescribed by regulation or law (i.e. certain human resources records must be maintained for seven years). In the event the company ceases operations, the CEO will cause the records to be maintained by a legal representative for a period of five years or longer as required by the Cannabis Control Commission.

United Cultivation shall maintain all company records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. Independent laboratory records shall be maintained in the inventory system and attached to the batch for which the report was issued. Certain records may contain paper documents including training documentation forms. All human resource records will be maintained by the Vice President of Operations and securely stored in accordance with all employment laws.

United Cultivation, LLC

Maintenance of Financial Records Policy

Revised
11-24-2021

Maintenance of Financial Records Policy

It is United Cultivation's intent to you external Finance & Accounting Services firms to assist us in the maintenance of our financial records.

As detailed in our Record Keeping Procedures, United Cultivation has adopted procedures for maintaining records that conform to marijuana regulations and best practice for the marijuana industry. The Vice President of Operations is responsible for recordkeeping, data retention, and back-ups to ensure United Cultivation maintains true, complete, and accurate records. The Vice President of Operations is also responsible for the proper integration of those requirements into policies and procedures.

Back-ups of all records must be maintained for no less than five years. The Vice President of Operations will authorize the release of any records to a third-party and must report the disclosure of records to the CEO to determine if legal counsel should be consulted.

As it relates to Financial Records, United Cultivation will maintain records in accordance with generally accepted accounting principles and will maintain, at a minimum, the following categories of records:

- United Cultivation' assets and liabilities;
- Fixed asset schedules;
- All monetary transactions;
- Books of accounts including journals, ledgers and supporting documents, agreements, checks, invoices, vouchers, monthly and quarterly reports, and annual audits;
- Sales records;
- Salary and wages paid to each agent; and
- Stipend paid to each executive manager and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with United Cultivation.

United Cultivation has developed strict protocols for the maintenance of records and documents. In addition to the company's legal obligation to protect customer information, we have a responsibility to our stakeholders to accurately document the activities of the business. True and correct records maintained in a timely and organized manner also provide real-time operating information to management necessary to make quick and informed decisions in the normal course of business.

United Cultivation shall maintain all company records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. Certain records may contain paper documents including training documentation forms.

United Cultivation, LLC

Training Plan

Revised
11-15-2021

Training Plan

At United Cultivation, all new hires will be required to go through a training period that will consist of presentations given by applicable department managers. These presentations will be supplemented with hands-on training to demonstrate the material included in the presentations. All employees will go through additional training with their manager based on their role within the organization. In addition, each employee will receive a minimum of eight hours of ongoing training annually.

Being in an industry that is constantly changing requires companies to be aware of recent market developments and trends throughout the industry. United Cultivation will take a proactive approach to continually provide progressive training and interactive learning to our employees. We expect this training to be conducted both “on-site” as well as by way of computer-based modules available from third party online training facilitators.

A minimum of four hours of training will 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. Basic on-the-job training we provide in the ordinary course of business may also be counted toward the eight-hour total training requirement.

Training Modules for All Employees

- Safety & Security
- Confidentiality
- Emergency & Incident Management
- Law Compliance
- Inventory Management
- Diversion Prevention
- Cannabis Science
- Marijuana & It's Effect on the Human Body
- Community & Customer Relations
- Recordkeeping

Additional Training Modules for Retail Employees

- Materials Handling
- Storage
- Packaging & Labeling
- Product Strains of Cannabis Produced or Sold
- Methods of Using Cannabis, Edible Cannabis Products and Cannabis Infused Products

United Cultivation will maintain records of compliance with all training requirements. Such records will be maintained for four years and United Cultivation will make such records available for inspection on request.

Responsible Vendor Training

All current United Cultivation Agents involved in the handling and sale of Marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor."

United Cultivation Agents shall first take the Basic Core Curriculum.

On completing the Basic Core Curriculum, a United Cultivation Agent is then eligible to take the Advanced Core Curriculum.

(Exception for Administrative Employees. United Cultivation Agents who serve as administrative employees and do not handle or sell Marijuana are exempt from the four-hour RVT requirement but may take a Responsible Vendor Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.)

Once United Cultivation is designated a Responsible Vendor, all Agents employed by United Cultivation 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, each United Cultivation Agent involved in the handling and sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for United Cultivation to maintain designation as a Responsible Vendor. We understand that failure to maintain Responsible Vendor status is grounds for action by the Commission.

RVT: Basic Core Curriculum:

The Basic Core Curriculum shall cover the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training shall include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Patient registration cards currently and validly issued by the Commission;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of twenty-one in violation of M.G.L. c. 94G, § 13.

- Other key state laws and rules affecting Marijuana Establishment Agents, which shall include:
 - Conduct of Marijuana Establishment Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing Marijuana and Marijuana Products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Advanced Core Curriculum

As Advanced Core Curriculum classes are approved by the Commission, United Cultivation will encourage its employees to participate in them in an effort to build on the knowledge, skills, and practices covered in the Basic Core Curriculum.

Advanced Core Curriculum classes will include standards and best practices in one or more of the following areas:

- Cultivation;
- Product Manufacturing;
- Retail;
- Transportation
- Social Consumption;
- Laboratory Science;
- Energy and Environmental Best Practices;
- Social Justice and Economically Reparative Practices;
- Implicit Bias and Diversity Training;
- Worker Safety;
- Food Safety and Sanitation; xii. Confidentiality and Privacy;
- In dept coverage of any topic(s) taught in the Basic Core Curriculum; or
- Such other topic as the Commission may approve in its sole discretion.



UNITED CULTIVATION

A CANNABIS COMPANY

Community Aspects

United Cultivation, LLC

Community Impacts: Town of Groton

Revised
11-24-2021

Proposed Hours of Operation

United Cultivation has found success in our existing operations by being open for 12 hours each day, every day of the week. This would be our ideal desire within the Town of Groton but we are open to discussions if there are any challenges to this desire.

<u>Day of the Week</u>	<u>Hours of Operation</u>
Sunday	9:00 AM to 9:00 PM
Monday	9:00 AM to 9:00 PM
Tuesday	9:00 AM to 9:00 PM
Wednesday	9:00 AM to 9:00 PM
Thursday	9:00 AM to 9:00 PM
Friday	9:00 AM to 9:00 PM
Saturday	9:00 AM to 9:00 PM

Protection of Public Health

Consumer and community health are very important to United Cultivation. We believe that a foundational pillar in protecting public health is marijuana education. Over the last eight months, we have had many opportunities to educate our customers, and the general public, on the benefits and dangers of marijuana consumption. Most of this education takes place inside our retail setting as that is the setting that can most clearly validate the 21+ age requirement. Any marketing or information shared on marijuana that takes place outside the retail setting must follow strict guidelines to validate the audience is of proper age to receive the messaging.

As the legal, recreational marijuana industry continues to evolve, our primary responsibility is to ensure there is zero diversion of marijuana products to minors. This is primarily achieved through operational excellence in our security policy and procedures which include areas such as secure intake of in-store customers, systematic validation of proper state approved identification requirements, limitations on the amount of product that can be purchased in a specific time period, and review of customer activities both in and outside of the retail location.

United Cultivation also periodically hosts “in-store” education sessions that can range from supplier education “pop ups”, plant derivatives and effects, proper use of accessories, and general product overviews that allow for safe public consumption.

Municipal Benefits and the Host Community Agreement

United Cultivation is prepared to enter into discussions with the Town of Groton as it relates to the framework of a Host Community Agreement. This agreement will further define the terms of United Cultivation's ability to operate a marijuana establishment in the Town.

As part of these discussion, United Cultivation is willing to commit to the following:

- A portion of the jobs created at the facility will be made available to Groton residents.
- Town of Groton residency will be one of several positive factors in hiring decisions at the facility but shall not be determinative and shall not prevent United Cultivation from hiring the most qualified candidates and otherwise complying with all Massachusetts anti-discrimination and employment laws.
- United Cultivation agrees to provide a paid police detail for the purposes of traffic and crowd management, if necessary, for any special events or grand opening ceremonies.
- A Community Impact Fee to be paid annually to the Town of Groton that will not amount to more than 3% of the gross annual marijuana sales of any United Cultivation operation located within the Town of Groton.

Cannabis Control Commission Guidance on Host Community Agreements can be found at the following link:

[Guidance on Host Community Agreements.pdf \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/Guidance_on_Host_Community_Agreements.pdf)



UNITED CULTIVATION

A CANNABIS COMPANY

Other Information





UNITED CULTIVATION

Company Sentiments
November 2021

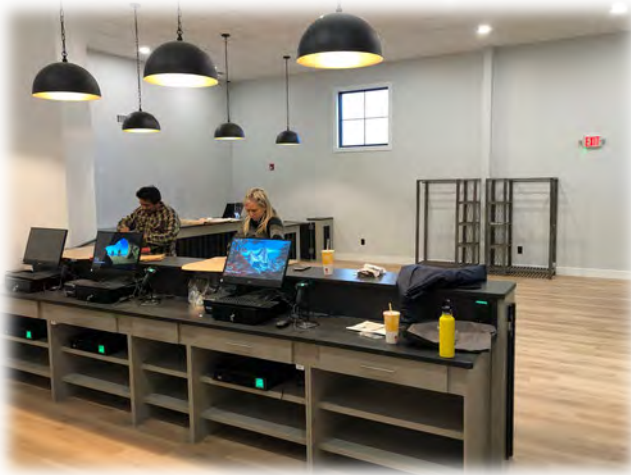
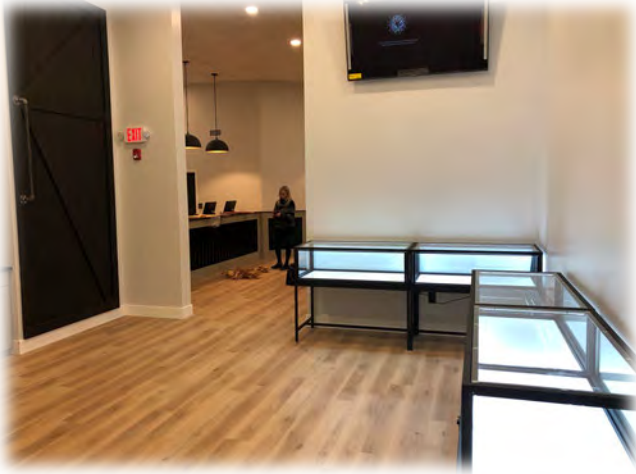
STRICTLY CONFIDENTIAL

UC Existing Retail Facility: Exterior



STRICTLY CONFIDENTIAL

UC Existing Retail Facility: Interior (Pre-Opening)



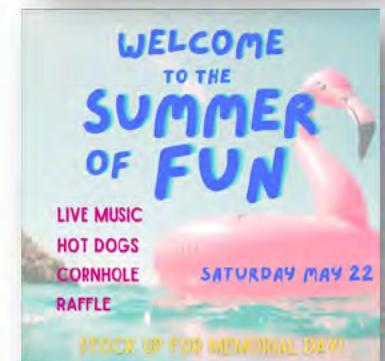
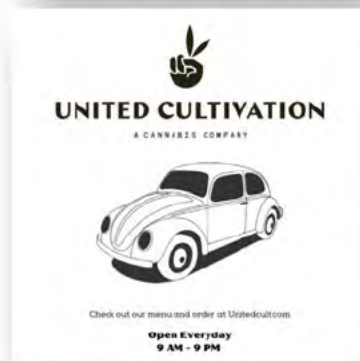
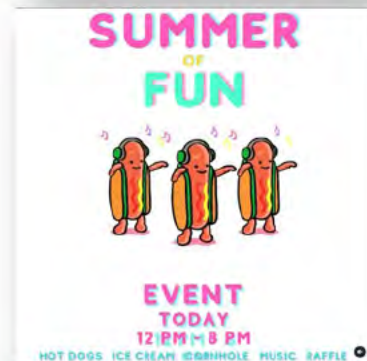
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UC Existing Retail Facility: Interior (Post-Opening)



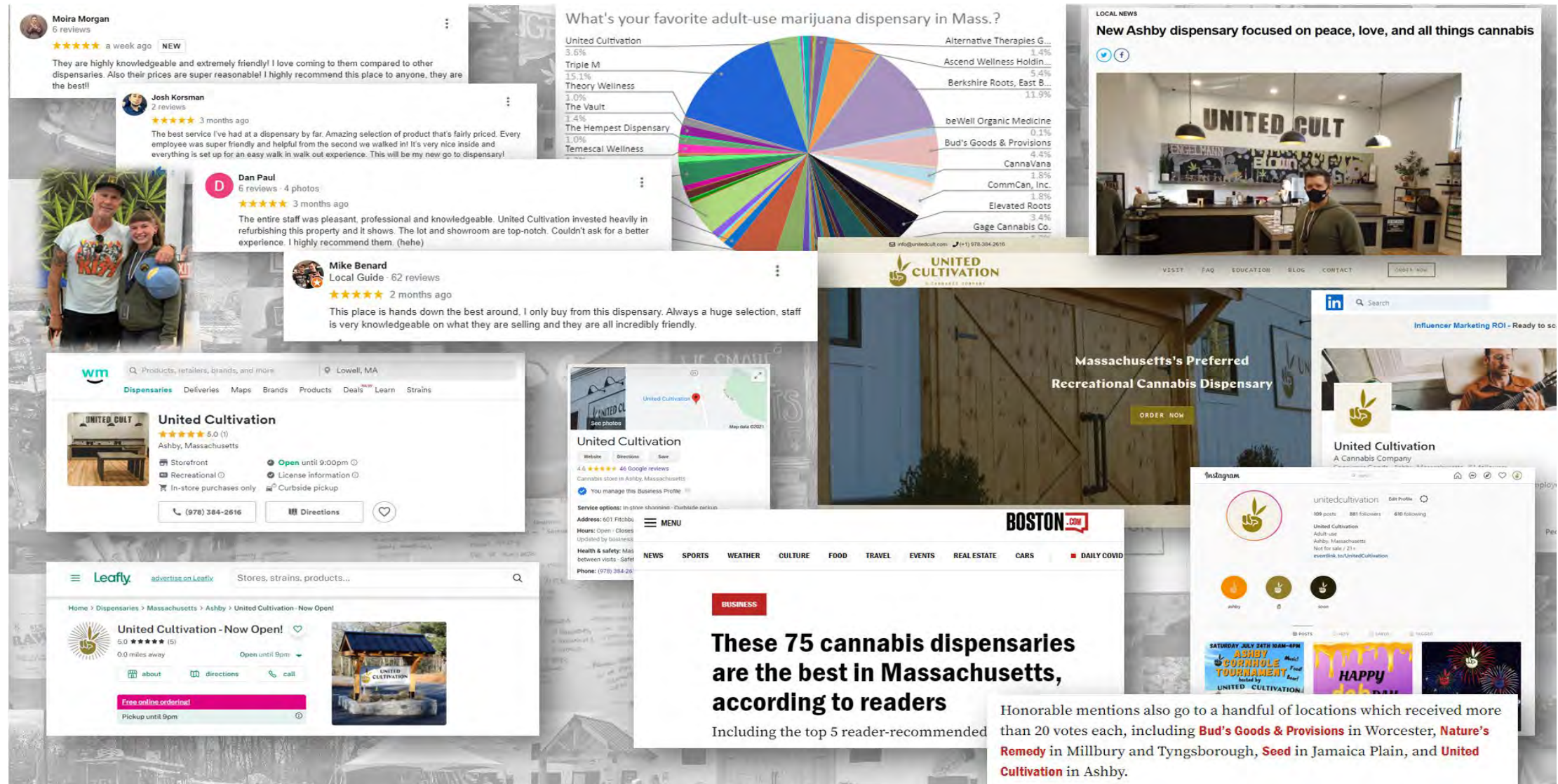
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UC Social Media Post Examples



STRICTLY CONFIDENTIAL

UC Brand Experience Feedback is Very Positive



STRICTLY CONFIDENTIAL

UC is Powered by an Unmatched Professional Network



STRICTLY CONFIDENTIAL



THANK YOU

United Cultivation Retail Products Menu



Visit unitedcut.com to order online!

Indica Sativa Hybrid CBD

Flower

1:1 Sour Tsunami - Northeast A ternat ves - THC: 16.1% CBD: 10.9%	\$66.00 3.5g
Abby's Road - Smyth Cannab s Co. - THC: 25.4%	\$72.00 3.5g
AC/DC - NETA - THC: 0.7% CBD: 17.4%	\$66.00 3.5g
Arcata Trainwreck - THC: 16.4%	\$105.00 7g
Arcata Trainwreck - NETA - THC: 16.4%	\$54.00 3.5g
Banana Kush - Un ted Cu t vat on - THC: 20.4%	\$20.00 1g
Banana Punch - Revo ut onary C n cs - THC: 16.1% CBD: 0.08%	\$54.00 3.5g
Black Triangle Kush - Un ted Cu t vat on - THC: 26.4% CBD: 0.1%	\$72.00 3.5g
Blood Oranges - Revo ut onary C n cs - THC: 14.2% CBD: 0.07%	\$54.00 3.5g
Blue Raspberry Truffle - Ocean Breeze - THC: 18.3%	\$66.00 3.5g
Blue berry Afgoo - Revo ut onary C n cs - THC: 15.2% CBD: 0.07%	\$54.00 3.5g
Chocolate OG - Revo ut onary C n cs - THC: 21.2% CBD: 0.1%	\$66.00 3.5g
Designer Runtz - Smyth Cannab s Co.	\$72.00 3.5g
Dolato 41 - Smyth Cannab s Co. - THC: 22%	\$72.00 3.5g
Double Grape [4g] - Yamna - THC: 21.1% CBD: 0.06%	\$85.00 3.5g
Forum Stomper [4g] - Yamna - THC: 23% CBD: 0.07%	\$85.00 3.5g

Gelato #33 - Revo ut onary C n cs - THC: 17.7% CBD: 0.07%			\$54.00 3.5g
GG4 - Smyth Cannab s Co. - THC: 25%			\$72.00 3.5g
GMO - Tru eve - Cu t var Co ect on - THC: 33.55% CBD: 0.04%			\$72.00 3.5g
Guicy Banger - Nature's Her tage - THC: 20.21%			\$72.00 3.5g
Lilac Diesel - Smyth Cannab s Co. - THC: 21.8%			\$72.00 3.5g
London Pound Mints #11 - Smyth Cannab s Co. - THC: 24.8% CBD: 0.1%			\$72.00 3.5g
Milkbone - Un ted Cu t vat on - THC: 18.2% CBD: 0.07%		\$20.00 1g	\$66.00 3.5g
Super Lemon Haze - Un ted Cu t vat on - THC: 17.9%			\$18.00 1g
Wedding Crasher - Revo ut onary C n cs - THC: 15.6% CBD: 0.07%			\$54.00 3.5g
White Nightmare - Revo ut onary C n cs - THC: 13.7%			\$54.00 3.5g

Pre-Roll

Amherst Sour Diesel [1g] - Mdd esex Integrat ve Med c ne - Pre Ro - THC: 16.6%	\$15.00 Each
Blue Raspberry Truffle [.5g] - Ocean Breeze - Pre Ro - THC: 18.5% CBD: 0.07%	\$10.00 Each
Blue nana [1g] - Mdd esex Integrat ve Med c ne - Pre Ro - THC: 16.5% CBD: 0.1%	\$20.00 Each
Chocolate OG [.5g] - Cu t vate - Mass - 5 Pack Pre Ro - THC: 26% CBD: 0.1%	\$55.00 Each
Cookies and Cream [1g] - Nova Farms - 4 Pack B unts - THC: 21.22%	\$70.00 Each
Dog Waze [1g] - Ocean Breeze - Pre Ro - THC: 16.3% CBD: 0.07%	\$20.00 Each
Eran Almog [1g] - T kun - Pre Ro - THC: 15.27%	\$20.00 Each
Forum Stomper [2g] - Yamna - Cannagar - THC: 23% CBD: 0.07%	\$50.00 Each
GMO [2g] - Yamna - Cannagar - THC: 28.5% CBD: 0.11%	\$50.00 Each
GMO x MAC [.5g] - Nova Farms - 4 Pack B unts - THC: 21.2%	\$42.00 Each
GMO x MAC [1g] - Nova Farms - 4 Pack B unts - THC: 21%	\$70.00 Each
Gorilla Glue #4 [1g] - Ocean Breeze - Pre Ro - THC: 20.9% CBD: 0.05%	\$20.00 Each
Gunslinger [1g] - Mdd esex Integrat ve Med c ne - Pre Ro - THC: 16.4%	\$15.00 Each
Hybrid [.75g] - NETA - Pre Ro - CBD: 0.75%	\$25.00 Each
Hybrid Blend [1g] - Ace We dman's - Fu Gram Pre Ro - THC: 19.2% CBD: 0.07%	\$20.00 Each
Island Castaway [.35g] - Cora Reefer - Pre Ro Pack - THC: 21.2% CBD: 0.1%	\$60.00 Each
Jelly Breath [1g] - Major Boom - Pre Ro - THC: 16.2%	\$20.00 Each

Johnny Chimp [.5g] - Ocean Breeze - Pre Ro - THC: 21.9% CBD: 0.08%	\$10.00 Each
MAC Stomper [1g] - Ace We dman's - Fu Gram Pre Ro - THC: 16.6% CBD: 0.05%	\$20.00 Each
Mandarin Zkittlez [1g] - Major Boom - Pre Ro - THC: 15.7% CBD: 0.07%	\$20.00 Each
Member Berry [.5g] - Ace We dman's - Ha f Gram Pre Ro - THC: 16.7% CBD: 0.06%	\$10.00 Each
Midnight Mariner [.35g] - Cora Reefer - Pre Ro Pack - THC: 23.2% CBD: 0.1%	\$60.00 Each
Mimosa [2g] - Yamna - Cannagar - THC: 19.9% CBD: 0.08%	\$50.00 Each
Mojito [1g] - Nature's Heritage - Pre Ro - THC: 28.45% CBD: 0.03%	\$40.00 Each
Orange-Gasm [.5g] - Ocean Breeze - Pre Ro - THC: 17.7% CBD: 0.08%	\$10.00 Each
Original Glue [1g] - Nova Farms - Pre Ro - THC: 21.7%	\$20.00 Each
Planet of the Grapes [.5g] - Coasta Cu t vars - Pre Ro - THC: 19.8%	\$9.00 Each
Purple Pineapple Express [.5g] - Nova Farms - 4 Pack B units - THC: 20.2% CBD: 0.07%	\$42.00 Each
Skywalker [.5g] - Cu t vate - Mass - 5 Pack Pre Ro - THC: 19.6% CBD: 0.1%	\$55.00 Each
Space Cakes [1g] - Res nate - Pre Ro - THC: 17.5% CBD: 0.06%	\$20.00 Each
Sunrise Surfer [.35g] - Cora Reefer - 10 Pack Pre Ro - THC: 15.2% CBD: 0.1%	\$60.00 Each
Turkle [1g] - Ocean Breeze - Pre Ro - THC: 20.4% CBD: 0.08%	\$20.00 Each
Unicorn Sherbert [.5g] - Coasta Cu t vars - Pre Ro - THC: 15%	\$9.00 Each

Infused Pre-Roll

Black Mamba [1g] - Nova Farms - South e Sundaze Infused Pre Ro - THC: 27.8% CBD: 0.09%	\$50.00
	Each
<hr/>	
LA Kush Cake [1g] - Nova Farms - South e Sundaze Infused Pre Ro - THC: 24.1%	\$50.00
	Each
<hr/>	
Stardawg [1g] - Nova Farms - South e Sundaze Infused Pre Ro - THC: 31.6% CBD: 0.24%	\$50.00
	Each

Vape

1:1 LA Confidential - Northeast A ternat ves - Cartr dge - THC: 37.2% CBD: 43.1%	\$70.00 .5g
Apple Fritter - Entourage - CDT Cartr dge - THC: 72.7%	\$120.00 1g
Blackberry Kush - Sra Natura s - Pax Era Extract Pod - THC: 72.9% CBD: 0.3%	\$70.00 .5g
Cali O - Entourage - Pax Era Extract Pod - THC: 73.5% CBD: 0.2%	\$70.00 .5g
Dosi Mango - Coast Cannab s Co™ - Cartr dge - THC: 75.8% CBD: 0.6%	\$70.00 .5g
Girl Scout Cookies - Entourage - CDT Cartr dge - THC: 70% CBD: 0.1%	\$70.00 .5g
Granddaddy Purple - NETA - Pax Era Extract Pod - THC: 93% CBD: 1%	\$70.00 .5g
Granddaddy Purple - Nova Farms - Cartr dge - THC: 73.5% CBD: 2.8%	\$50.00 .5g
Island Time - Cora Reefer - Pax Era Extract Pod - THC: 93% CBD: 2%	\$70.00 .5g
Northern Lights - Entourage - CDT Cartr dge - THC: 70.7% CBD: 0.1%	\$70.00 .5g
Pineapple Express - Entourage - Pax Era Extract Pod - THC: 73.6% CBD: 0.1%	\$70.00 .5g
Purple Punch - Nova Farms - Cartr dge - THC: 74.5% CBD: 0.3%	\$50.00 .5g

Extract

Alaskan Purple - Mdd esex Integrat ve Med c ne - Pu N Snap - THC: 43.2% CBD: 28.5%	\$40.00 .5g
Chemdawg x Meltdown - Nova Farms - L ve Hash Ros n - THC: 62.4%	\$60.00 .5g
Dosi-Woah! - Nature's Her tage - Bubbe Hash - THC: 68.38%	\$72.00 1g
Gelato 33 - Mdd esex Integrat ve Med c ne - Wax - THC: 58.4% CBD: 0.1%	\$72.00 1g
Green Crack - Mdd esex Integrat ve Med c ne - Badder - THC: 67.4% CBD: 0.2%	\$40.00 .5g
Horace - Or gyn Extracts - Wax - THC: 70.1%	\$72.00 1g
Hybrid - Northeast A ternat ves - RSO Syringe	\$84.00 1g
Indica - Mdd esex Integrat ve Med c ne - Rck S mpson O (RSO) - THC: 72.4%	\$84.00 1g
Origyn - S ra Natura s - Moonrocks - THC: 47.4%	\$95.00 1g
Platinum Truth - Mdd esex Integrat ve Med c ne - Wax - THC: 72.5% CBD: 0.2%	\$72.00 1g
Skywalker - Cu t vate - Mass - Wax - THC: 65.6% CBD: 0.2%	\$40.00 .5g
Trop Juice - Mdd esex Integrat ve Med c ne - Sugar Wax - THC: 76.2% CBD: 0.2%	\$40.00 .5g
White Water Kush - Mdd esex Integrat ve Med c ne - Sugar Wax - THC: 74.3% CBD: 0.2%	\$72.00 1g

Edible

1:1 Bliss [20pk] (100mg CBD/100mg THC) - 1906 - Drops	\$54.00 Each
1:1 Strawberry Cheesecake [20pk] (100mg) - Northeast A ternat ves - Choco ate	\$30.00 Each
1:1:1 THC:CBD:CBG Tangerine [20pk] (100mg) - Coast Cannab s Co™ - Gumm es	\$36.00 Each
1:1:1 THC:CBD:CBN Cranberry-Pomegranate [20pk] (100mg) - Coast Cannab s Co™ - Gumm es	\$36.00 Each
Balance 1:1 Peppermint Mints (100mg CBD/100mg THC) - Mr. Moxey's - Mnts	\$40.00 Each
Berry Good Things [10pk] (50mg) - Betty's Edd es - Fru t Chews	\$25.00 Each
Birthday Cake Bar - Coast Cannab s Co™ - Wh te Choco ate Bar	\$30.00 Each
Black Cherry [20pk] (100mg) - Ka m Fus on - Chewab e Tab ets	\$30.00 Each
Black Cherry Fizz [4pk] (10mg CBD/10mg THC) - Wynk - Se tzer	\$25.00 Each
Blood Orange Cardamom 6pk (2mg THC, 4mg CBD per can) - Cann - Soc a Ton c	\$28.00 Each
Blue Mint [20pk] (100mg) - Ka m Fus on - Mar Mnts	\$30.00 Each
Bourbon [5pk] (25mg) - Nova Farms - Honey St x	\$20.00 Each
Cookies and Cream White Chocolate [20pk] (100mg) - Coast Cannab s Co™ - Wh te Choco ate Bar	\$30.00 Each
Dark Chocolate Raspberry [20pk] (100mg) - Coast Cannab s Co™ - Dark Choco ate Bar	\$30.00 Each
Elderberry [10pk] (50mg) - Betty's Edd es - Fru t Chews	\$25.00 Each
Energize Mints (100mg THC) - Mr. Moxey's - Mnts	\$40.00 Each
Fall Season Levia - LEVIA - Se tzer	\$8.00 Each

Genius [30pk] - 1906 - Drops	\$54.00 Each
Ginger Peach [12fl oz] (2mg CBD/3mg THC) - Cantr p - Se tzer	\$7.00 Each
Go (20pk) - 1906 - Drops	\$54.00 Each
Grape [10pk] (50mg) - Betty's Edd es - Fru t Chews	\$25.00 Each
Grapefruit Hibiscus [12fl oz] (2mg CBD/3mg THC) - Cantr p - Se tzer	\$7.00 Each
Grapefruit Rosemary 6pk (2mg THC, 4mg CBD per can) - Cann - Soc a Ton c	\$28.00 Each
Heirloom Cubes - The He r oom Co ect ve - Gumm es	\$25.00 Each
Jam Berry - Dream [12oz] (5mg) - LEVIA - Se tzer	\$8.00 Each
Juicy Mango [4pk] (10mg CBD/10mg THC) - Wynn - Se tzer	\$25.00 Each
Lemon Basil [12fl oz] (2mg CBD/3mg THC) - Cantr p - Se tzer	\$7.00 Each
Lemon Lavender 6pk (2mg THC, 4mg CBD per can) - Cann - Soc a Ton c	\$28.00 Each
Lemon Lime - Celebrate [12oz] (5mg) - LEVIA - Se tzer	\$8.00 Each
Lime [20pk] (100mg) - Margar ta Ch - Gumm es	\$25.00 Each
Lime Twist [4pk] (10mg CBD/10mg THC) - Wynn - Se tzer	\$25.00 Each
Love [30pk] (75mg CBD/75mg THC) - 1906 - Drops	\$54.00 Each
Midnight [20pk] (100mg CBD/100mg THC) - 1906 - Drops	\$54.00 Each
Mole' Smokes (100mg) - I Am Ed b e - Choco ate Bar	\$30.00 Each
Orange [10pk] (50mg) - Betty's Edd es - Fru t Chews	\$25.00 Each
Orange Cream [20pk] (100mg) - Ka m Fus on - Chewab e Tab ets	\$30.00 Each

Passion Fruit [10pk] (50mg) - Betty's Edd es - Fru t Chews	\$25.00 Each
Peach Mango [10pk] (50mg) - Betty's Edd es - Fru t Chews	\$25.00 Each
Pique (100mg) - Trop zen - Sauce	\$36.00 Each
Plain [5pk] (25mg) - Nova Farms - Honey St x	\$20.00 Each
Raspberry Lime - Achieve [12oz] (5mg) - LEVIA - Se tzer	\$8.00 Each
Relax Cinnamon Mints (100mg THC) - Mr. Moxey's - M nts	\$40.00 Each
Rope [5pk] (5mg) - M dd esex Integrat ve Med c ne - Candy	\$15.00 Each
Sea Salt Dark Chocolate [20pk] (100mg) - Coast Cannab s Co™ - Dark Choco ate Bar	\$30.00 Each
Sleeping Willow [20pk] - Nova Farms - Gummes	\$30.00 Each
S'mores Milk Chocolate [20pk] (100mg) - Coast Cannab s Co™ - M k Choco ate Bar	\$30.00 Each
Spicy Strawberry Margarita - Hybrid [20pk] (100mg) - Cannat n - RSO Chews	\$30.00 Each
Stir It Up Plasmic Cooler - MXR - Str r It Up	\$90.00 Each
Strawberry Lemonade [3pk] (15mg) - Ka m Fus on - Dr nk Mx	\$15.00 Each
Sweet Spots [100pk] - Northeast A ternat ves - Hard She Choco ates	\$30.00 Each
Unflavored [3pk] (15mg) - Ka m Fus on - Dr nk Mx	\$15.00 Each
Winter Seasonal [12oz] (5mg) - LEVIA - Se tzer	\$8.00 Each

Tincture

Achieve - LEVIA - Tincture	\$85.00 Each
Celebrate - LEVIA - Tincture	\$85.00 Each
Daily Drops - Treeworks	\$90.00 Each
Dream - LEVIA - Tincture	\$85.00 Each
Dream Drops - Treeworks	\$55.00 Each
Maple Drops - Treeworks - Tincture	\$40.00 Each
Purist Drops - Treeworks	\$90.00 Each
THC (300mg) - Sra Naturals - O Tincture	\$75.00 Each

Topical

1:1 Body Balm - Nordic Goddess - Balm

\$56.00
Each

Mark Haddad

From: Town of Groton <mchiasson@townofgroton.org>
Sent: Tuesday, November 30, 2021 11:20 AM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Joan Parker-Roach

Phone Number

Email

What Committee Are You Interested In Joining?

The Economic & Community Development Program

Please give us a brief explanation of why you are interested

I am honored to be asked to join your new board. Owning NOA Gallery for almost 20 years, I have been very involved in helping to support the arts and make the center of Groton an 'arts destination' for many many years. After all, Groton HAS been a cultural destination for hundreds of years! I am delighted with what has been happening in Groton. How blessed was NOA when The Groton Inn opened and they asked us to move NOA into the inn as a working gallery. Then the new Groton Hill Music Center invited us to partner with and having a NOA Gallery there as well, I am not only interested as a long-

time resident of our beautiful town center but I am very excited to help brainstorm ideas with this board. I hope to bring ideas and total support of the arts to it and hope to be considered to join you all. Thank you for considering me.

Sent from [Town of Groton](#)

Dawn Dunbar

From: Town of Groton <mchiasson@townofgroton.org>
Sent: Friday, November 12, 2021 7:30 PM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Julie Sutherland Platt

Phone Number

Email

What Committee Are You Interested In Joining?

Destination Groton

Please give us a brief explanation of why you are interested

I am a resident of Groton and I have been volunteering to help create and establish the Groton Visitor Center located at Prescott Community Center. I anticipate the new Groton Hills Music Center will bring changes to Groton and I believe we can work together to be proactive in our preparation for new visitors, business and commerce.

Dawn Dunbar

From: Town of Groton <mchiasson@townofgroton.org>
Sent: Tuesday, November 9, 2021 12:44 PM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Jeff Gordon

Phone Number

Email

What Committee Are You Interested In Joining?

Destination Groton Committee

Please give us a brief explanation of why you are interested

As the President of the Groton Business Association, I want to represent our organization.

Sent from [Town of Groton](#)

Mark Haddad

From: Town of Groton <mchiasson@townofgroton.org>
Sent: Thursday, November 4, 2021 3:19 PM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Mairi Elliott

Phone Number

Email

What Committee Are You Interested In Joining?

Destination Groton

Please give us a brief explanation of why you are interested

As a life long resident (left for about 10 years) of Groton, I have a deep appreciation for the rural and yet accessible nature of our Town. I am now a local residential Realtor with Keller Williams and have a connection to who is looking at Groton as a prospective Town to move to or even visit. I have a vested interest in making sure our town grows reasonably to accommodate newcomers but also keeps the rural small town feel we all know and love so much. Both my husband and I are lifelong residents and we feel strongly

about both growth and tradition being upheld and I would love to lend my expertise in Groton to this committee.

Sent from [Town of Groton](#)

Dawn Dunbar

From: Town of Groton <mchiasson@townofgroton.org>
Sent: Tuesday, October 26, 2021 1:07 PM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Greg Sheldon

Phone Number

Email

What Committee Are You Interested In Joining?

Destination Groton Committee

Please give us a brief explanation of why you are interested

I am interested in being considered for appointment to the Destination Groton Committee because I believe in Groton's future. I believe in engaging all Groton stakeholders in a conversation to better prepare for the challenges and the opportunities that future holds. I would bring to this task my professional experience in economic and community development as well as my passion for Groton's history, charm and future quality of life.

Dawn Dunbar

From: Town of Groton <mchiasson@townofgroton.org>
Sent: Friday, October 22, 2021 12:05 PM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Brenda Perreault

Phone Number

Email

What Committee Are You Interested In Joining?

Destination Groton

Please give us a brief explanation of why you are interested

The town of Groton has a unique opportunity to transform to a destination community. I believe that the committee needs 'business-friendly' advocates who are also sensitive to the history and culture of the town as well as the physical environment. My family has resided in Groton since the early 1900's and I have been a resident since 2015. I would bring a practical business acumen to the committee as well as a fresh perspective. Thank you for consideration.

**SELECT BOARD MEETING MINUTES
MONDAY, NOVEMBER 22, 2021
UN-APPROVED**

SB Members Present: Rebecca H. Pine, Chair; Alison S. Manugian, Vice Chair; Peter S. Cunningham, Clerk; Joshua A. Degen, Member; John F. Reilly, Member

Also Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant

Ms. Pine called the meeting to order at 7:00pm and reviewed the agenda.

ANNOUNCEMENTS

Mr. Haddad said that Town Hall would close at 1pm on Wednesday and would be closed on Thursday and Friday for the Thanksgiving holiday.

Ms. Pine said that the Groton Winter Tree Stroll would be held by the Conservation Trust from the day after Thanksgiving through January 2, 2022.

Ms. Pine acknowledged the Town employees and volunteers for what they do to make and keep the Town running.

TOWN MANAGER'S REPORT

1. Mr. Haddad said that after serving the Town for over 20 years, Kathy Newell had decided to retire her position as Senior Administrative Assistant to the Police Chief. He thanked Ms. Newell for her years of service with the Town and wished her the best in her retirement. He said that to fill the position, they advertised the vacancy and received 38 applications. He said that an interview committee made up of the Police Chief, Deputy Police Chief, Police Station Admin. Assistant and Human Resources Director interviewed several of the applicants and asked him to appoint Jessica Watson of Townsend to this position. He asked the Board to consider ratifying the position subject to successful physical and drug test.

Mr. Cunningham moved to affirm the appointment of the Town Manager of Jessica Watson as Senior Administrative Assistant in the Police Department effective upon successful completion of physical and drug test. Ms. Manugian seconded the motion. The motion carried unanimously.

2. Mr. Haddad said that in addition, after serving the Town for five years, Nick Batchelder had resigned his position as IT Desktop and Server Support. He complemented Mr. Batchelder and said that the Town was going to miss him and his sense of humor. He said that in order to fill the vacancy, advertised the position and received 37 applications. He said that IT Director Michael Chiasson and Human Resources Director Melisa Doig interviewed several of the applicants and have asked him to appoint Perry Sisombath of Fitchburg to the position.

Ms. Manugian moved to ratify the Town Manager's appointment of Perry Sisombath as IT Desktop and Server Support effective immediately. Mr. Cunningham seconded the motion. The motion carried unanimously.

3. Mr. Haddad said that at the request of the Historic Districts Commission, he had appointed Brian Cartier as an Alternate Member of the Historic District Commission and respectfully requested that the Board ratify this appointment.

Ms. Manugian moved to ratify the Town Manager's appointment of Brian Cartier as an Alternate Members of the Historic District Commission. Mr. Reilly seconded the motion. The motion carried unanimously.

4. Mr. Haddad said that he had received all budgets and was now preparing for budget meetings all next week.
5. Mr. Haddad reviewed the Board's meeting schedule for the next few weeks.

TAX CLASSIFICATION HEARING

Mr. Haddad read the tax classification public hearing notice into the record.

Ms. Manugian moved to open the public hearing. Mr. Cunningham seconded the motion. The motion carried unanimously.

Mr. Haddad said that according to Principal Assistant Assessor Megan Foster, the Town had received preliminary LA4 (Overall Town Value) certification on November 5, 2021 and concluded public disclosure on Friday, November 12, 2021. He said that during public disclosure, there were several parcels that had more than a 10% change in value. Mr. Haddad said that because of this, the Board of Assessors had to approve the change in these values before the final LA4 could be approved by the Department of Revenue. He said that the Board of Assessors made their final approval decision on Friday, November 19th but that there was not enough time to get the final approval from DOR in time for the meeting that night. He asked the Board to continue the public hearing until December 6, 2021 at 7:15pm.

Ms. Manugian moved to continue the public hearing to December 6, 2021 at 7:15pm. Mr. Cunningham seconded the motion. The motion carried unanimously.

SELECT BOARD ITEMS FOR CONSIDERATION

1. Mr. Haddad said that the Friends of Prescott had requested a one-day Beer and Wine License for a Felt and Sip event to be held on December 16, 2021 from 6:30 p.m. to 8:30 p.m. He respectfully requested that the Board approve this license.

Mr. Cunningham moved to approve the one-day Beer and Wine License for a Felt and Sip event to be held on December 16, 2021 from 6:30 p.m. to 8:30 p.m. Mr. Reilly seconded the motion. The motion carried unanimously.

2. Mr. Haddad said that the Sustainability Commission had requested that the Board appoint Phil Francisco, Ginger Vollmar, Deborah Schwartz, Jim Simko, and James Allen to the Sustainability Commission. He respectfully requested that the Board make these appointments with terms to expire on June 30, 2022.

Mr. Cunningham moved that the Board appoint Phil Francisco, Ginger Vollmar, Deborah Schwartz, Jim Simko, and James Allen to the Sustainability Commission terms to expire June 30, 2022. Ms. Manugian seconded. The motion carried unanimously.

3. Mr. Haddad said that the Affordable Housing Trust had requested that the Board appoint Phil Francisco to the Trust. He respectfully requested that the Board make this appointment with a term to expire on June 30, 2022.

Ms. Manugian moved that the Board appoint Phil Francisco to the Affordable Housing Trust term to expire June 30, 2022. Mr. Cunningham seconded the motion. The motion carried unanimously.

LOCAL CULTURAL COUNCIL ANNUAL REPORT

Mr. Haddad pointed out that the council was a 10-member committee not 5 according to the charge of the committee.

Mr. David Zeiler said that when he joined in 2015, it was his understanding that this was a State board adding that by attrition he found himself as chair of the committee. He said that it was difficult to get people to attend meetings. He said that they traditionally had 17 applicants per year and an annual budget of around \$6,000. He said that they typically meet in the December/January time frame. Ms. Kathleen Phelps stepped in as Treasurer and had been doing a great job according to Mr. Zeiler. He said that they had a year to use their grant from the Mass Cultural Council. He said that last year they were provided additional time to use their grants due to COVID.

Mr. Zeiler said that the Town had a list of committee members and they had their own. He said that 2 members, Ms. Thompson and Ms. Henry did not want to participate any longer he had just found out. Mr. Haddad said that Ms. Leslie Lathrop was interested in serving on the Council. Mr. Haddad said that they needed to appoint who was serving to clear up the records. Mr. Haddad said that he would like the Board to vote to appoint those officially to the Council and make their terms expire June 30th of the end of the 6-year appointment.

There was a discussion about term limits and how best to reaffirm the appointments.

Mr. Degen said that they should make interim appointments until this was cleared up with Mass Cultural Council. Ms. Pine asked if they had guidelines on reviewing applications. Mr. Zeiler said that they had to look at how applications would benefit Groton based on the guidelines and provided some examples. Mr. Degen asked if all funding was from the State. Mr. Zeiler said that it was. Mr. Degen asked if the grants given out, were program specific and not toward operating expenses. Mr. Zeiler said that they could fund operational expenses and provided an example. Mr. Haddad asked if the State had ever rejected an application. Mr. Zeiler said that not to his knowledge. Ms. Phelps said that they might be vetted prior to applying to the Local Council.

Mr. Zeiler said that they now understood that they are subject to the OML, they would absolutely abide by the law.

Mr. Degen moved that they appointment Leslie Lathrop to the Local Cultural Council term to expire on June 30, 2027. Mr. Cunningham seconded the motion. The motion carried unanimously.

Mr. Degen moved to appointment any current members for an interim term through January 30, 2022 pending confirmation of terms by Mass Cultural Council to include David Zeiler, John Wiesner, Christine Brooks, Kathleen Phelps, Jacque Waters, and Tiffany Doggett. Mr. Cunningham seconded the motion.

Ms. Manugian said it would be her preference to hold off until December 6, 2021 to make these interim appointments. Mr. Haddad said that he would appreciate the additional time to sort this out adding he and Ms. Dunbar would be tied up in budget meetings all week next week.

The motion carried unanimously.

SELECT BOARD ITEMS FOR CONSIDERATION

4. Mr. Haddad said that the Board of Health discussed the Mask Mandate at their meeting last week. He said that they voted to recommend that the Board leave the mask mandate in place until at least January 31, 2022 and that the criteria for the removal of the mask mandate be something that should be discussed further. Mr. Haddad said that they were trending lower this week. Ms. Manugian asked that they find out what neighboring towns were doing for mask mandates.

Mr. Degen moved to extend the mask mandate in town buildings and for all employees as it existed through January 30, 2022. Ms. Manugian seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Mr. Cunningham said that he was looking for a letter of support for the Nashua River Rail Trail in an effort to request funding for DCR to maintain the rail trail. He said that the Friends of the Nashua River Rail Trail sent a letter to the state representatives requesting funding. He said he thought it would be appropriate to send a letter and ask them to look at DCR funding moving forward. Ms. Pine said that it was disgusting that funding had been cut from \$100M to \$15M. Ms. Pine said she agreed with this and thought it was fine for them to send a letter. Mr. Haddad said that he would prepare a letter for the Chair to sign.

Mr. Haddad said that he and Ms. Dunbar met with Senator Cronin earlier that day. He said that Senator Cronin would be taking over Groton as part of the redistricting. He said that he was very responsive and pleasant. He said that he would be willing to meet informally with the Board but thought a public meeting would be disrespectful to Senator Kennedy as he wasn't officially assigned to Groton yet.

ON-GOING ISSUES

A: Mr. Haddad said that they had a meeting that day to discuss how and when they were going to fund the Whitney Well and Treatment Plant.

B: Mr. Haddad said that they filed their Green Communities annual report on time and were waiting to hear on their recent application.

C: Mr. Haddad said that the Flo Ro project was moving along nicely. He said that they were starting to look at landscape plans, playground equipment, etc. Mr. Degen said that he didn't believe a large landscape plan was needed or maintainable and suggested that they try not to make it so grandiose. Mr. Haddad said that the Superintendent shared those concerns.

D: Ms. Dunbar said that Hollaback would not share contact information in order to provide reference checks. Mr. Haddad said that based on the reference he had received from Raquel Majeski, he was okay with starting to schedule the training in January/February. The Board was agreeable to moving forward.

MINUTES

Mr. Cunningham moved to approve the minutes of the regularly scheduled meeting of November 15, 2021. Ms. Manugian seconded the motion. The motion carried unanimously.

Ms. Pine adjourned the meeting at 8:08pm.

Approved: _____

Peter S. Cunningham, Clerk

respectfully *submitted*:
Dawn Dunbar, Executive Assistant

Date Approved: