

April 16, 2023



CANNABIS RETAIL STORE
890 EAST STREET, TEWKSBURY, MA 01876

*This document contains
Confidential & Proprietary Information
belonging exclusively to Bella Luna LLC*



**SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876**

**APPLICATION INSTRUCTIONS
FOR RETAIL MARIJUANA LICENSE**

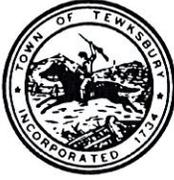
Massachusetts General Law, Chapter 94G and 935 CMR 500 govern marijuana establishments including retail marijuana licenses.

Prior to a local retail marijuana license becoming effective, a state license from the Cannabis Control Commission is required.

The required information below is to be submitted to the Select Board, Town Hall, 2nd Floor, 1009 Main Street, Tewksbury, MA 01876 *before* the public hearing will be opened. Please note that incomplete information may be grounds for rejecting an application.

- Completed attached application form.
- Certificate of Tax Compliance approved by the Town of Tewksbury Treasurer/ Collector, 11 Town Hall Avenue, 978-640-4340.
- Proof of Legal Notice advertised in the newspaper no less than 14 calendar days (not including day of publication) prior to the Select Board public hearing. Legal notice to be prepared by the Select Board Office based on information from the submitted application.
- Certified Abutters List from Town of Tewksbury Assessor, 11 Town Hall Avenue, 978-640-4330.
- Proof of Abutter notification- May include a Certificate of Mailing from the United States Post Office.
- Filing fee of \$1,200 for new applications; \$600 for renewals via check made payable to the Town of Tewksbury.

**PLEASE BE ADVISED, THE TOWN DOES NOT PROVIDE LEGAL
ADVICE, CONSULT WITH YOUR LEGAL COUNSEL PRIOR TO
SUBMITTAL.**



SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

RETAIL MARIJUANA LICENSE APPLICATION

Massachusetts General Law, Chapter 94G and 935 CMR 500 govern marijuana establishments including retail marijuana licenses.

A. General Information:

1. List of all Persons or Entities Having Direct or Indirect ownership:

Patrick M. Nichols

2. List of all persons or entities contributing capital resources:

Patrick M. Nichols

Cannavana, Inc.

3. Disclosure and documentation of any out-of-state or in-state marijuana-related business interests for any individual or entity associated with the application:

Cannavana, Inc. owns and operates an existing dispensary at:

256 Weymouth St, Rockland, MA 02370

4. The proposed address of the marijuana retail sales operation along with property interest documentation:

890 East Street, Tewksbury, MA 01876

5. Bond or Escrow Account: See attached escrow letter
-

6. Massachusetts Business Identification Number and any D/B/A information, if applicable:

001608613

7. Emergency Contact(s) phone and email:

Patrick M. Nichols 857-891-1501 patrick@nicholsesq.com

8. Proposed timeline to become operational:

B. Required Attachments:

1. Certificate of Tax Compliance from the Tewksbury Town Treasurer
2. Draft Host Community Agreement
3. Community Outreach Meeting Attestation Form with supporting documentation
4. Copy of Articles of Organization and Bylaws/Operating Agreement
5. Plan to remain compliant with local zoning/ordinances
6. Business Plan
7. Plan to obtain limited liability insurance
8. Summaries of following Operating Plans, Policies, and Procedures:
 - a. Security Plan
 - b. Inventory Plan
 - c. Storage Plan
 - d. Transportation Plan
 - e. Plan to Restrict Access to 21 Years of Age
 - f. Prevention of Diversion Plan
 - g. Quality Control and Testing Procedures
 - h. Personnel Policies
 - i. Record Keeping Policies
 - j. Maintenance of Financial Records Policy
 - k. Qualifications and Intended Training
 - l. Diversity Plan
 - m. Energy Compliance Plan
 - n. Marijuana Retailer and Marijuana Delivery Operator plan to obtain marijuana and marijuana products and dispensing plan
 - o. Plan for Positively Impact Disproportionately Harmed People

**LAW OFFICES OF
PATRICK M. NICHOLS**

Patrick M. Nichols, Esq.
170 Main Street, Suite 201
Tewksbury, MA 01876
Patrick@NicholsEsq.com

May 9, 2023

To: Town of Tewksbury

RE: Bella Luna, LLC

Good afternoon,

Please accept this letter as confirmation that I consent to hold sufficient funds in escrow on behalf of Bella Luna LLC to fulfill the requirements of 935 CMR 500.105(16). Such funds will be held in my IOLTA account (Citizens Bank) and only be released on provision of a regulatorily compliant surety bond to supplant said escrow, or as directed by the Town of Tewksbury and the Cannabis Control Commission to be expended for the coverage of liabilities.

Respectfully,



Patrick M. Nichols, Esq
BBO: 698982
patrick@nicholsesq.com

Item 4 - Site Interest

BINDING LETTER OF INTENT / OPTION TO LEASE

February 23, 2023

Peter William Properties, LLC
890 East Street, Suite 2
Tewksbury, MA 01876

RE: BINDING LETTER OF INTENT / OPTION TO LEASE 890 EAST STREET, TEWKSBURY, MA 01876

Dear Peter William Properties, LLC:

This Binding Letter of Intent ("LOI") is for the leasing of a property located at 890 East Street, Tewksbury, Massachusetts 01876.

LANDLORD: Peter William Properties, LLC
890 East Street, Suite 2, Tewksbury, MA 01876

TENANT: Bella Luna, LLC, 170 Main Street, Suite 201, Tewksbury, MA 01876

USE: Retail Marijuana Establishment ("RME") and any other lawful purpose under state and local law which does not interfere with the use and rights of Landlord or its business operations.

EXCLUSIVE USE: Tenant shall have the exclusive use for a RME and any other lawful purpose under state and local law which does not interfere with the use and rights of Landlord or its business operations.

PREMISES: That portion of the property located at 890 East Street, Tewksbury, MA 01876 (the "Premises") consisting of approximately +/- 5,245 square feet.

TERM OF LEASE: Five (5) year term with option to renew for two (2) extended terms of five (5) years each (the "Lease Term" or "Term of Lease").

OPTION PERIOD: For a period of up to and including April 30, 2023 following full execution of this LOI (the "Option Period"), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the "Option"). Providing there is no default of this LOI, such Option shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period.

OPTION PAYMENT: In consideration of the Landlord granting the Option Period, Tenant shall pay Landlord TEN THOUSAND DOLLARS and ZERO CENTS (\$10,000.00) per month during the Option Period (the "Option Payments"). The Option Payments shall be paid and be due on the 1st day of each month until such time that Tenant either exercises the Option or terminates this LOI. The Option Payments

shall be prorated to reflect the actual duration of the Option Period. The Option Payments shall be spendable by the Landlord.

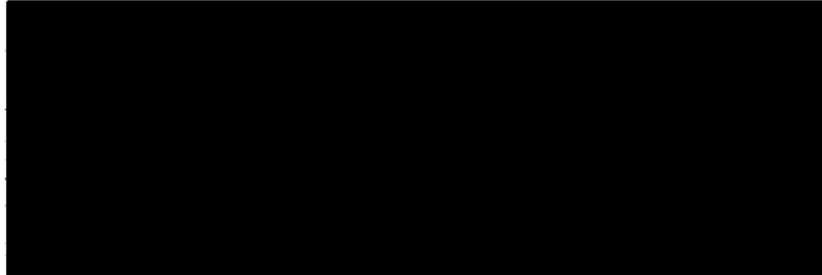
TERMINATION:

This LOI may be terminated by Tenant at any time upon written notice to Landlord given during the Option Period.

LEASE:

Upon Tenant's exercise of the Option in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the "Lease"). Landlord and Tenant hereby agree to enter into the Lease within thirty (30) days following Tenant's exercise of the Option. The terms of this LOI shall govern until a Lease is executed.

RENT:



CONDITION:

"As Is", with no warranties as to use and habitability.

TRIPLE NET CHARGES:

Tenant shall be responsible for all real estate taxes assessed against the Premises as well as all maintenance and insurance for the Term of Lease, as applicable. Tenant shall be responsible during the Term of Lease for securing and maintaining all necessary insurance, naming Landlord as an additional insured.

UTILITIES:

Tenant shall be responsible for all utilities supplied to and consumed upon the Premises during the Term of Lease.

**ASSIGNMENT &
SUBLETTING:**

Subject to written consent and approval of Landlord, Tenant shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant; (b) any entity succeeding to the business operated by Tenant at the Premises; (c) any subsidiary or affiliate of Tenant; or (d) any other party permissible under the law. Any assignment or sublease will require both credit worthy and financial approval and the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

ACCESS:

During the Option Period and Extension Period, if applicable, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises for the purposes of

conducting a site plan review, planning the layout of the space, measuring the Premises, preparing architectural drawings and security layout of the Premises. Access to the Premises shall only be made during normal business hours and in the company of the Landlord or its representative.

SIGNAGE: Exterior signage will be permitted during the Term of Lease subject only to applicable laws and permits obtained at the Tenant's cost and expense. Landlord shall be responsible for the removal of any unwanted existing signage.

TERMS OF AGREEMENT: Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that Tenant needs final license approval for a RME from the Massachusetts Cannabis Control Commission (the "MCCC") and the Town of Tewksbury before Tenant is able to begin renovations to the Premises.

IMPROVEMENTS: Tenant shall bear the cost of obtaining all permits and making all improvements to the Premises.

PARKING: Included with the Rent, Landlord shall provide Tenant with a limited number of parking spaces that will permit Tenant's employees and its customers to park their vehicles in a parking lot owned by Landlord at the Premises.

FURNISHING OF DOCUMENTS: Upon request, Landlord shall supply Tenant with any documents in Landlord's possession to help Tenant obtain the required approvals from the MCCC, the Town of Tewksbury, and any other regulatory bodies and shall provide signatures as required for approvals involving the Premises.

EXCLUSIVITY: For the consideration paid pursuant to this LOI, and providing the Tenant is not in default, the Landlord will not offer the Premises for lease to anyone other than Tenant during the Option Period referenced in this LOI. Landlord agrees to provide the Premises exclusively to Tenant within thirty (30) days following the execution of a Lease between Landlord and Tenant. Tenant shall not be obligated to make any payments to Landlord during the time following execution of a Lease, unless and until Landlord provides the Premises to the Tenant exclusively.

LIMITATION OF REMEDIES: Notwithstanding any provision of this LOI, Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any remedy which provides the seizure of any product containing any amount of marijuana. In addition, Landlord hereby understands and agrees that a license, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior MCCC approval. Landlord agrees that during the Term of Lease, Tenant's license is

not an asset that may be seized by Landlord or available as a remedy for Tenant's default, breach or other failure to perform under a Lease.

**RIGHT OF FIRST
REFUSAL:**

Landlord shall grant Tenant a first right of refusal to lease alternate space at 890 East Street, Tewksbury, Massachusetts that is currently occupied by BAMSI in the event such space becomes available to Landlord to lease. Tenant shall have a period of five (5) calendar days to accept or deny Landlord's offer.

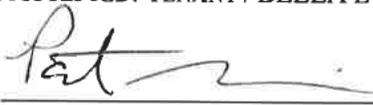
[SIGNATURE PAGE FOLLOWS]

If the terms and conditions are acceptable, please execute this LOI in the space provided below and return a copy by February 23, 2023.

AGREED & ACCEPTED: LANDLORD / PETER WILLIAM PROPERTIES, LLC

Signature: 
Name: Phillip Copelas
Title: manager
Date: 2-24-23

AGREED & ACCEPTED: TENANT / BELLA LUNA, LLC

Signature: 
Name: Patrick M. Nichols, Esq.
Title: Attorney and Manager for Bella Luna, LLC
Date: 2/23/2023



Operational Timeline for Bella Luna, LLC
Retail Marijuana Establishment (Tewksbury)

This document is a proposed timeline for achieving operation of our Marijuana Establishment and evidence that we will be ready to operate within the proposed timeline after notification by the Commission that we are licensed.

June 2023	<ul style="list-style-type: none">• Execute Host Community Agreement
September 2023	<ul style="list-style-type: none">• Receive Special Permit from Town of Tewksbury
July 2023	<ul style="list-style-type: none">• Submit CCC application for Marijuana Retailer
June/July 2023	<ul style="list-style-type: none">• Receive Building Permit from Town of Tewksbury
September/October 2023	<ul style="list-style-type: none">• Receive Provisional License From the CCC
October/November 2023	<ul style="list-style-type: none">• Complete renovations
November/December 2023	<ul style="list-style-type: none">• Conduct Municipal and CCC Inspections
January/February 2024	<ul style="list-style-type: none">• Receive Final Retailer License from the Commission
March/April 2024	<ul style="list-style-type: none">• Commence Adult-Use Retail Operations



SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

CERTIFICATE OF TAX COMPLIANCE

RETAIL MARIJUANA TRANSACTIONS

MUST BE COMPLETED BY THE CURRENT LICENSE HOLDER

This form must be completed by the **CURRENT LICENSE HOLDER** and approved by Tewksbury Treasurer/Collector or designee that as of the date below the current license holder does not owe any Personal Property taxes, Real Estate taxes, or water and sewer charges to the Town of Tewksbury.

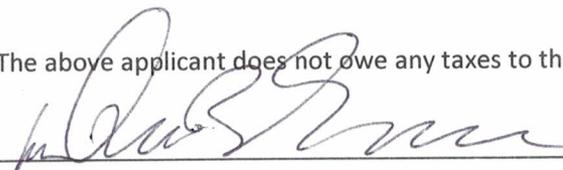
Name of Current License Holder: Bella Luna LLC

Name of Establishment: Bella Luna LLC

Doing Business as (if applicable): To Be Determined

Establishment Street Address: 890 East Street, Tewksbury, MA 01876

The above applicant does not owe any taxes to the Town of Tewksbury as of this date:



Treasurer/Collector's Office

Date: 3/6/2023

**TOWN OF TEWSKBURY
AND
BELLA LUNA, LLC**

**ADULT USE MARIJUANA ESTABLISHMENT
LICENSE TYPE: MARIJUANA RETAILER**

DRAFT COMMUNITY HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is entered into this __ day of June, 2023 (the "Effective Date"), by and between the **Town of Tewksbury** by its duly authorized representative, with no personal liability, a Massachusetts municipal corporation located at 1009 Main Street, Tewksbury, Massachusetts, 01876 ("Town") and **BELLA LUNA, LLC** ("Company"), a duly organized and existing Massachusetts limited liability company with a principal business address of 170 Main Street, Suite 201, Tewksbury, MA 01876

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of adult-use marijuana through Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana; and

WHEREAS, section 10 of Chapter 180 of the Acts of 2022, provides that " a host community agreement may include a community impact fee for the host community, provided, however that the community impact fee shall: be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment; amount to not more than 3 per cent of the gross sales of the marijuana establishment; not be effective after the marijuana establishment's eighth year of operation; commence on the date the marijuana establishment is granted a final license by the commission; and not mandate a certain percentage of total or gross sales as the community impact fee.

WHEREAS, the Company intends to operate an adult-use Marijuana Retailer ("ME") located at 2186-2196 Main Street, Tewksbury, MA 01876, in accordance with regulations issued by the Commonwealth of Massachusetts Cannabis Control Commission ("CCC") and/or any other relevant regulatory agency; and

WHEREAS, the Company intends to provide certain benefits to the Town in the public interest in the event that it is licensed to operate an ME within Tewksbury, Massachusetts and receives all required state and local approvals;

WHEREAS, this Agreement is intended to ensure compliance with Chapter 180 of the Acts of 2022 and 935 CMR 500.000 (the "Regulations"), as it pertains to community impact fee payments to the Town.

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company offers and the Town accepts this Agreement and agree as follows:

1. The Company agrees to make certain payments to the Town as Community Impact Fees (as defined in the Regulations), in the amounts and under the terms provided in this Agreement ("Funds"). The Treasurer of the Town shall hold the Funds in accordance with current regulations and laws, or any amendments thereto. Expenditures shall be made in accordance with current laws and regulations, or any amendments thereto.
2. Term: The term of this Agreement shall begin as of the Effective Date herein and shall terminate on the earliest of:
 - a. Any date in which a CCC, local or other regulatory agency license or permit is revoked, rescinded or expires without having been renewed, such that the Company is no longer allowed to conduct any cannabis sales in the Town, whether medical or adult-use; or
 - b. Upon any uncured Event of Default, as defined in this Agreement, and termination by the Town.
3. Community Impact Fee to Adult-use Cannabis Operations: During the eight (8) years following receipt of a Final License from the CCC and in which the Company operates an ME in the Town, the Company shall pay a community impact fee to the Town in accordance with the following terms:
 - a. The Company shall pay to the Town a community impact fee in an amount equal to the total actual documented costs imposed upon the Town in the preceding year reasonably related to the Company's ME operations (the "Community Impact Fee"). Notwithstanding anything to the contrary in this Agreement, in no event shall the Community Impact Fee amount to more than three percent (3%) of the Company's gross sales at the ME.
 - b. Payment of the Community Impact Fee shall be made annually to the Town within sixty (60) days of the date that the CCC approves the annual renewal of the Company's Final ME License. The Company shall promptly notify the Town of the date that the CCC approves the annual renewal of the Company's Final ME License.
 - c. The Town shall document any actual costs imposed upon the Town by the operation of the Company's ME in the preceding year, and documentation of any cost imposed upon the Town reasonably related to the Company's ME operations shall be a public record as defined by Clause 26 of Section 7 of Chapter 4 and Chapter 66. The Town shall transmit to the Company documentation evidencing such costs within thirty (30) days of the date that the Company requests the information in preparation of the annual renewal of the Company's Final MR License. Community Impact Fees may include, but are not limited to: police protection and overtime costs where crowds at the site are anticipated; fire protection; traffic control, design studies as to the additional traffic at proposed site; review of traffic regulation plans; review of security plans; review of financial records and business plans; review of other documentation demonstrating strong capitalization to ensure business success; administrative review of agreements, plans and site conditions via Fire, Health and Building Departments; legal review of any applicable issues related to local government's continued review and approval of the proposed marijuana

establishment site; substance abuse prevention programming; and any other reasonable cost associated with the site operation.

- d. The Community Impact Fee shall automatically terminate upon the completion of the Company's eighth (8th) year of MR operations in the Town following receipt of Final License.
4. This Agreement is contingent upon the Company obtaining either: (a) a provisional license from the CCC for the operation of an MR in the Town, and the Company's receipt of any and all local approvals to locate, occupy and operate a MR;
5. No individual or entity shall sell or otherwise distribute medical marijuana, medical marijuana-related products, adult-use cannabis, or adult-use cannabis-related products within the town of Tewksbury without entering into a Community Host Benefit Agreement with the Town.
6. The provisions of this Agreement shall be applicable as long as the Company operates a MR in the Town of Tewksbury and operates within the purview of the CCC or any successor regulatory agency or agencies.
7. The Company agrees that all real property taxes owing for the property on which the MR is located will be paid when due, and in no event shall the Company apply for a reduction or elimination of property taxes due to the Company's business status that would not be applicable to any other commercial business in the Town.
8. Acknowledging that the Town will benefit from the creation of jobs for residents, the Company agrees that jobs created at the MR will, within all confines of employment and anti-discrimination laws, and all other factors being equal, be taken to the greatest extent possible by, or be made available to, Town of Tewksbury residents.
9. This Agreement does not affect, limit or control the authority of any Town department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any local permits or licenses, required under the laws of the Commonwealth, Tewksbury town bylaws or any other applicable law or regulation. By entering into this Agreement, the Town is not required to issue such permits or licenses.
10. The terms of this Agreement will not constitute a waiver of the Town's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.
11. Events of Default: The Company shall be deemed to have committed an Event of Default if any of the following occur :
 - a. The Company fails to locate an MR in the Town of Tewksbury following issuance of a provisional license from the CCC;
 - b. The Company relocates the MR out of the Town without prior approval from the Town;
 - c. The Company fails to obtain, or maintain in good standing, all necessary licenses and permits for an MR;
 - d. The Company ceases to operate an MR dispensing facility in the Town; or
 - e. The Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for thirty (30) days. Notwithstanding anything to the contrary in this Agreement, the Company shall not be deemed to have committed an Event of Default if the Company's failure to make Community Impact Fee payments to the Town is due to the Company's intent to contest the reasonableness of the actual

costs documented by the Town, as contemplated in G.L. c. 94G, § 3(d), as amended by Chapter 180 of the Acts of 2022.

- 12.** In the event that the CCC or any other regulatory agency deems the Company has failed, committed an Event of Default (as defined by the Commonwealth), or revokes any MR licenses or permits, such that the MR is unable to continue operations after final appeal of such revocation, then the Town may also declare an Event of Default and terminate this Agreement. The Company shall be required to pay any amounts due upon the termination date; such amounts to be based on the actual documented costs imposed upon the Town by the Company's cannabis operations during the period of occupation of the Company within the Town.

13. The Town may terminate this Agreement upon the occurrence of any Event of Default that remains uncured for a period of 30 days following notice from the Town; unless such Event of Default is unable to be cured within 30 days, that material actions to cure the Event of Default have not commenced within 30 days.
14. Termination for Cause: The Town may terminate this Agreement for Cause (as hereinafter defined) at any time by giving at least thirty (30) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth or local bylaws or regulations, with respect to the operation of the ME. The Company shall have twenty-one (21) days from the date notice is given to the Company of the violation to cure such violation prior to termination, or if such violation cannot be cured within 21 days, that material actions to cure the violation have commenced. Upon the notice of any intent to terminate for Cause, the Company shall have the right to appeal that decision and provide evidence to the contrary of their compliance with the relevant alleged violation. Notwithstanding the foregoing, the Company shall not be relieved of liability to the Town for damages sustained by the Town for personal injury or property damage by virtue of any termination of the Agreement.
15. In the case that the Company desires to relocate the ME within the Town it must obtain approval of the new location by the Town.
16. In the case that the Company relocates the ME out of the Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the ME within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company unless so ordered by a court of competent jurisdiction or as otherwise required by law.
17. In the event that the Town enters into a community host agreement with any other entity, the town agrees that any such agreement shall not contain terms that result in amounts due to the Town less than are contained in Paragraph 3 of this Agreement.
18. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. Any and all notices or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

The Town of Tewksbury
Town: 1009 Main Street

Tewksbury, MA 01876

Copy to: Town Counsel

Company: BELLA LUNA, LLC
170 Main Street, Suite 201,
Tewksbury, MA 01876

Copy to: James McMahon, Esq
517 Boston Post Road #642
Sudbury, MA 01776
james@mcmahonstrategic.com

20. The Company shall not assign, or otherwise transfer this Agreement, in whole or in part, without the prior express written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the express written consent of the Town.
21. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.
22. The Company shall comply with all laws, rules, regulations and order applicable to the ME such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
23. If any term or condition of this Agreement, or any application thereof, shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction or the CCC, 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.
24. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described.
25. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and shall not be modified or amended except by a written document executed by the parties hereto.
26. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and

delivery of this Agreement, and has actively participated in the drafting, negotiating, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

27. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same agreement.

Space intentionally left black. Signature page to follow.

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN OF TEWKSBURY:

Name:
Title:
Hereunto duly authorized

COMPANY:

BELLA LUNA, LLC

Name:
Title:
Hereunto duly authorized

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EMAIL classified@mediaonene.com

LEGAL ADS legals@mediaonene.com

HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:00pm for publication the following day. (Friday @ 4:00pm for publication Sunday or Monday).



POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

PUBLIC NOTICE

LEGAL NOTICE
TOWN OF BILLERICA
PLANNING BOARD
PUBLIC HEARING

The Billerica Planning Board will hold a Hybrid Public Hearing on October 24, 2022 at 7:00p.m. in the Auditorium of the Town Hall at 365 Boston Road, Billerica to take up the request of Golfo, LLC for a Mixed Use Special Permit pursuant to Section 5.E.11 Mixed Use Overlay Zoning District of the Zoning By-Laws. The applicant proposes to demolish the existing commercial building and construct a ~36,750 gross sf three-story mixed-use building including a restaurant, retail space, and 21 residential units at 279 Boston Road, Billerica.

The site is identified on the most recent Assessor's Map 31, as Parcel 153-1.

The application and plans are available for review at the Planning Board Office, Town Hall, Room 105 and may be viewed Monday thru Friday, 9:30a.m. to 3:30p.m. All interested parties are invited to attend in person or virtually at the links provided:
<https://us02web.zoom.us/j/85095642881> Webinar ID: 850 9564 2881 or via telephone: 1-929-205-6099.
Patricia Flemming
Secretary
October 6 13
#NY0060771

PUBLIC NOTICE

LEGAL NOTICE

The Bedford Planning Board will hold a virtual public hearing on Tuesday **October 25, 2022** at or after **7:00pm**, to review potential Zoning Bylaw amendments relating to two-family dwellings. The proposed changes affect Section 4.2.2 and Table 1 of the Zoning Bylaw.

Pursuant to Legislation suspending certain provisions of the Open Meeting Law, G.L. c. 30A, §20, this meeting will be conducted via remote participation to the greatest extent possible.

The virtual public hearing may be accessed in one of three ways:

1. Please click on the link below:
<https://us02web.zoom.us/j/81659496591?pwd=Ukd5UUpNZE03SzkvNkRNdGZEEUJkQ0R0>
2. Go to the website link <https://zoom.us/join> and enter meeting ID# **816 5949 6591** and Password **392021**
3. Participants can dial a toll-free number at 1-312-626-6799 or 1-646-558-8656 to join the meeting. When prompted, enter Meeting ID# **816 5949 6591** and Password **392021** and follow the instructions to join the meeting. For those dialing in, you may press *9 to raise your hand to speak.

Interested parties including all Bedford residents may offer testimony at the public hearing. Details may be viewed at the Planning Department in Town Hall during normal business hours, or call (781) 275-1548 for information. It is anticipated that following review and finalization by the Board, proposed amendments will be placed on the Warrant for the Annual Town Meeting in March, 2023.

Christopher Gittins, Clerk
October 6 13
#NY0060787

PUBLIC NOTICE

BEDFORD CONSERVATION COMMISSION
The Bedford Conservation Commission will hold public hearings to consider the following petitions:

28 Battle Flag Road: Removal of 3 trees.

8 Kingsley Terrace: Patio extension, plunge pool installation.

14 Benjamin Kidder Lane: Addition to rear, side, & front of house.

2 & 4 Great Road: Fence installation along rear & sides of properties.

110 North Road: Raze & replace house on existing foundation.

10 El Will Farm Road: Removal of 5 dead & 3 unstable trees.

22 Notre Dame Road: Backyard fence installation.

29 Old Billerica Road: Removal & replace 3 trees, relocate shed, install ramp to front door.

204 South Road: Addition to back of house, removal of detached garage.

108 Hartwell Road: Demolition of existing warehouse, construct two-story office & laboratory building, reconfigure parking, utility & ancillary landscape improvements.

The virtual hearing is scheduled for **Wednesday, October 12, 2022 at 6:00 pm via Zoom.**

Zoom link:
<https://us02web.zoom.us/j/82925258657?pwd=Nnh5TVdsYVJwWkI6a1RDdmxSdXprdz09>
Webinar ID#: 829 2525 8657
Passcode: 051679
Or Dial: (301)715-8592 or (312)626-6799 to join the meeting

More information can be found at: www.Bedfordma.gov/conservation-commission
October 6
#NY0060788

PUBLIC NOTICE

LEGAL DEADLINES

4:00 PM TUESDAY - THURSDAY
for next day publication

4:00 PM FRIDAY
for Saturday, Sunday, Monday publication

TO PLACE A LEGAL NOTICE:
<https://adportal.bostonherald.com/nygroup-adportal/ma-legals/index.html>

or EMAIL: legals@mediaonene.com

OFFICE HOURS: M-F 9AM-5PM | 978-458-3311

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PUBLIC NOTICE

Commonwealth of Massachusetts The Trial Court Probate and Family Court

Middlesex Probate and Family Court
10-U Commerce Way
Woburn, MA 01801
(781)865-4000
Docket No. MI22C0909CA

CITATION ON PETITION TO CHANGE NAME

In the matter of: **Sopheap Neang SAO** A Petition to Change Name of **Adult** has been filed by **Sopheap Neang SAO of Lowell, MA** requesting that the court enter a Decree changing their name to: **Chaiyayan Ninkhant**

IMPORTANT NOTICE
Any person may appear for purposes of objecting to the petition by filing an appearance at: Middlesex Probate and Family Court before **10:00 a.m.** on the return date of **10/31/2022**. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding. WITNESS, Hon. Maureen H Monks, First Justice of this Court.
Date: October 03, 2022
Tara E DeCristofaro
Register of Probate
October 6, 2022
#NY0061027

PUBLIC NOTICE

Notice is hereby given that Bella Luna LLC will host a community outreach meeting for a proposed retail marijuana establishment on Saturday, October 22, 2022 at 10:00 a.m. at the Tewksbury Knights of Columbus, 2068 Main Street, Tewksbury, MA 01876.

The meeting will include discussion regarding a proposal to site an Adult-Use Marijuana Retailer at 890 East Street, Tewksbury, MA 01876.

There will be an opportunity for the public to ask questions. The meeting will cover, at a minimum, the following topics: the proposed location and the type of the marijuana establishment; the building being moved into and compliance with security requirements as outlined by 935 CMR 500 et seq. (the Massachusetts Adult-Use Marijuana Regulations); steps taken to prevent the diversion of marijuana to minors; plan to positively impact the local community; and information demonstrating how the location will not constitute a nuisance to the community.
October 6
#NY0061182

PUBLIC NOTICE

TOWN OF ACTON NOTICE OF HEARING

Notice is hereby given that pursuant to MGL Chapter 131, Section 40 of the Wetlands Protection Act, and the Town of Acton Bylaws, the Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Gerard Sotolongo, for a project at 46 Seminole Drive (assessors map E2, parcel 144). The project is a repair of septic system. The public hearing will be held virtually on Wednesday, October 19, 2022 at 7:25 PM. Instructions for joining the meeting are included in the agenda posted on the Town of Acton Website.
Terrence Maitland
Chair
October 6
#NY0060558

PUBLIC NOTICE

TOWN OF CARLISLE ZONING BOARD OF APPEALS

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Carlisle Zoning Board of Appeals will hold a public hearing in the Town Hall, 66 Westford St. Carlisle, MA at 7:30 pm on Monday, October 17, 2022 on the following application: Frank Proctor requesting a Special Permit under Section 6.3 to enclose an existing landing on an existing non-conforming lot. The property is located at 245 Rockland Road.
Manuel Crespo
Clerk, Board of Appeals

TOWN OF CARLISLE ZONING BOARD OF APPEALS

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

The Carlisle Zoning Board of Appeals will hold a public hearing in the Town Hall, 66 Westford St. Carlisle, MA at 7:30 pm on Monday, October 17, 2022 on the following application: Linda Rubenstein requesting the renewal of a Special Permit under Section 3.2.2.7 to operate a business. The property is located at 134 Ember Lane.
Manuel Crespo
Clerk, Board of Appeals
October 6 13
#NY0060797

PUBLIC NOTICE

TOWN OF ACTON NOTICE OF HEARING

Notice is hereby given that pursuant to MGL Chapter 131, Section 40 of the Wetlands Protection Act, and the Town of Acton Bylaws, the Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Philip Pratt, for a project at 108 Skyline Drive (assessors map C9, parcel 29-87). The project is a proposed patio.

The public hearing will be held virtually on Wednesday, October 19, 2022 at 7:15 PM. Instructions for joining the meeting are included in the agenda posted on the Town of Acton Website.
Terrence Maitland
Chair
October 6
#NY0060559

PUBLIC NOTICE

TOWN OF ACTON NOTICE OF HEARING

Notice is hereby given that pursuant to MGL Chapter 131, Section 40 of the Wetlands Protection Act, and the Town of Acton Bylaws, the Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Town of Acton, for a project at 2 Taylor Road (assessors map F3, parcel A-76). The project is proposed repair of an Arboretum trail.

The public hearing will be held virtually on Wednesday, October 19, 2022 at 7:25 PM. Instructions for joining the meeting are included in the agenda posted on the Town of Acton Website.
Terrence Maitland
Chair
October 6
#NY0060643

PUBLIC NOTICE

TOWN OF ACTON NOTICE OF HEARING

Notice is hereby given that pursuant to MGL Chapter 131, Section 40 of the Wetlands Protection Act, and the Town of Acton Bylaws, the Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Gerard Sotolongo, for a project at 46 Seminole Drive (assessors map E2, parcel 144). The project is a repair of septic system. The public hearing will be held virtually on Wednesday, October 19, 2022 at 7:35 PM. Instructions for joining the meeting are included in the agenda posted on the Town of Acton Website.
Terrence Maitland
Chair
October 6
#NY0061078

PUBLIC NOTICE

LEGAL NOTICE
DRACUT ZONING BOARD OF APPEALS

Notice is hereby given that the Board of Appeals will hold a Public Hearing on October 20, 2022 at 7:00 p.m. at Dracut Town Hall, Douglas G. Willett Board of Selectmen Chambers, 62 Arlington Street, Dracut. Said hearing will be heard on: 2022-16 @ 73 Grove Avenue - Variance relative to 2.12.50 to construct an in-law addition with insufficient front yard setback requirements to a paper street. Petitioner: Jarrod Delong To obtain this document in alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Jayne Boissonneault, Town Clerk at 978-453-0951. Dracut Board of Appeals R. Scott Mallory, Chairman
October 6 & 13, 2022
#NY0060319

1205 PROBATE CITATIONS

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Docket No. MI22P5123EA Middlesex Probate and Family Court 10-U Commerce Way, Woburn, MA 01801 (781)865-4000

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Elias Litopoulos Date of Death: 06/15/2022. To all interested persons: A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Polyxeni Litopoulos of Dracut, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Polyxeni Litopoulos of Dracut, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration. **IMPORTANT NOTICE:** You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 10/31/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you. UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC): A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the distribution of assets and expenses of administration. Witness, Hon. Maureen H Monks, First Justice of this Court, Date: October 03, 2022. Tara E. DeCristofaro, Register of Probate
October 6, 2022
#NY0060922

1205 PROBATE CITATIONS

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Docket No. MI22P5123EA Middlesex Probate and Family Court 10-U Commerce Way, Woburn, MA 01801 (781)865-4000

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Richard V Lussier Date of Death: 12/20/2021 To all interested persons: A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Darlene Lussier of N. Chelmsford, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Darlene Lussier of North Chelmsford, MA be appointed as Personal Representatives of said estate to serve Without Surety on the bond in unsupervised administration. **IMPORTANT NOTICE:** You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 10/31/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you. Unsupervised Administration under the Massachusetts Uniform Probate Code (MUPC) A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. Witness, Hon. Maureen H Monks, First Justice of this Court, Date: October 03, 2022. Tara E. DeCristofaro, Register of Probate
October 6, 2022
#NY0060922

1205 PROBATE CITATIONS

Commonwealth of Massachusetts The Trial Court Probate and Family Court Middlesex Probate and Family Court 10-U Commerce Way, Woburn, MA 01801 (781)865-4000

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1205 PROBATE CITATIONS

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October 6, 2022
#NY0060922

GARAGE SALES

2410 GARAGE/YARD SALES

Estate Sale! One Day Event
Saturday Oct 8, 2022, 8 AM - 5 PM
60 Langley Lane, Tewksbury MA
Wide variety of items for sale: Beautiful sofa, recliner chair, living room furniture, Variety of coffee tables and chairs, crystal ware & decanters Day bed, twin bed & bedroom set, Brass head board, book shelves, Dishes, kitchen appliances, wall paintings, Day bed, twin bed and bedroom set, Electronics, lawn mower, snow blower and many more vintage items. This home has a 40-year history of well-kept furnishings

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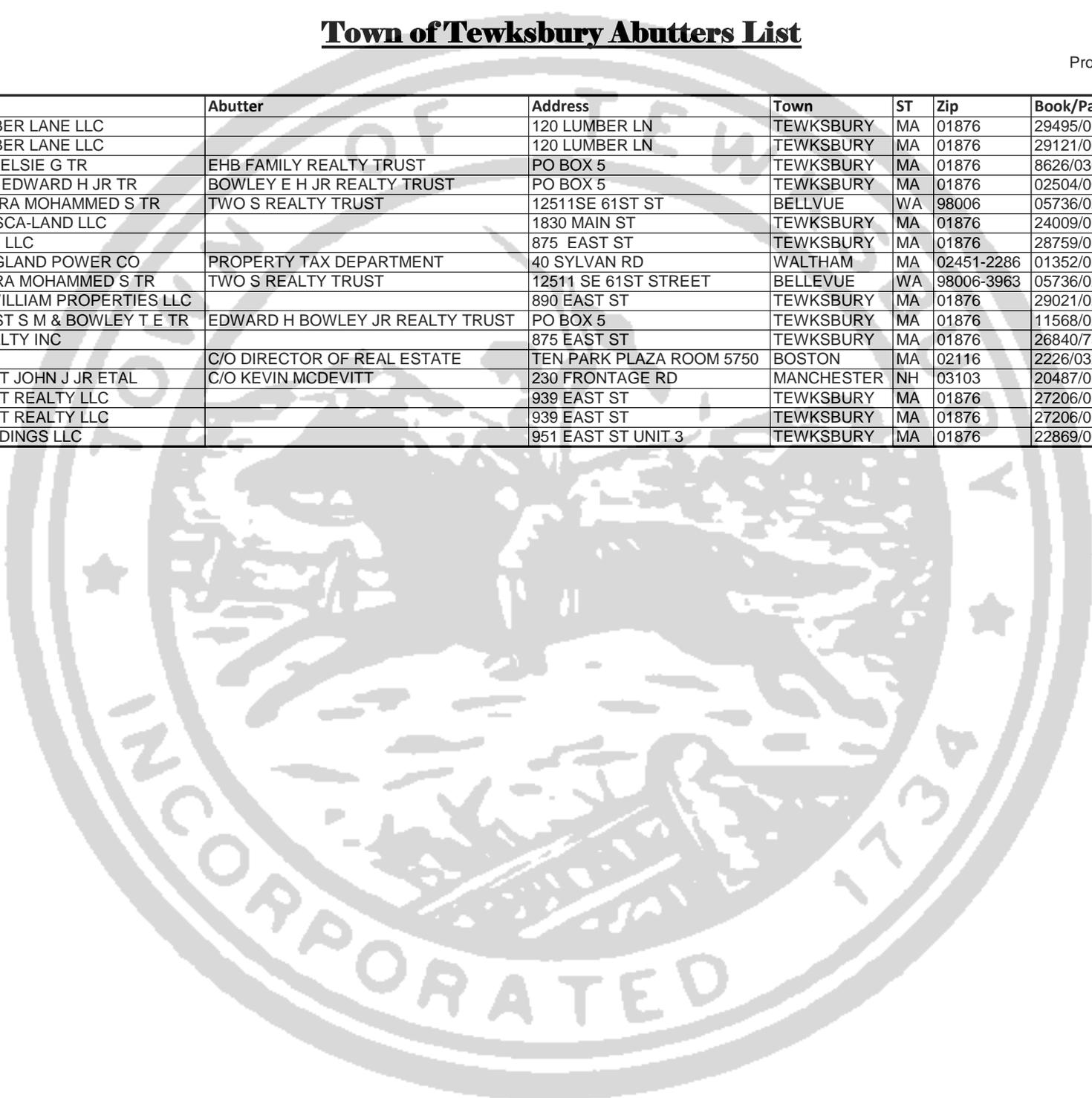
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Town of Tewksbury Abutters List

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
103-102	120 LUMBER LANE LLC		120 LUMBER LN	TEWKSBURY	MA	01876	29495/0175	120 LUMBER LN
102-16	118 LUMBER LANE LLC		120 LUMBER LN	TEWKSBURY	MA	01876	29121/0080	118 LUMBER LN
102-11	HOWELL ELSIE G TR	EHB FAMILY REALTY TRUST	PO BOX 5	TEWKSBURY	MA	01876	8626/0308	852 EAST ST
102-12	BOWLEY EDWARD H JR TR	BOWLEY E H JR REALTY TRUST	PO BOX 5	TEWKSBURY	MA	01876	02504/0057	862 EAST ST
103-115	ABU-ZAHRA MOHAMMED S TR	TWO S REALTY TRUST	12511SE 61ST ST	BELLVUE	WA	98006	05736/0208	LUMBER LN
102-52	FRANCESCA-LAND LLC		1830 MAIN ST	TEWKSBURY	MA	01876	24009/0127	913 EAST ST
102-23	DSM MB I LLC		875 EAST ST	TEWKSBURY	MA	01876	28759/0177	875 EAST ST
103-98	NEW ENGLAND POWER CO	PROPERTY TAX DEPARTMENT	40 SYLVAN RD	WALTHAM	MA	02451-2286	01352/0515	EAST ST
103-2	ABUZAHRA MOHAMMED S TR	TWO S REALTY TRUST	12511 SE 61ST STREET	BELLEVUE	WA	98006-3963	05736/0208	10 CARTER ST
102-15	PETER WILLIAM PROPERTIES LLC		890 EAST ST	TEWKSBURY	MA	01876	29021/0283	890 EAST ST
89-24	DEWHIRST S M & BOWLEY T E TR	EDWARD H BOWLEY JR REALTY TRUST	PO BOX 5	TEWKSBURY	MA	01876	11568/0231	862 EAST ST/BEHIND
102-58	DSM REALTY INC		875 EAST ST	TEWKSBURY	MA	01876	26840/7517	881 EAST ST
11-1	MBTA	C/O DIRECTOR OF REAL ESTATE	TEN PARK PLAZA ROOM 5750	BOSTON	MA	02116	2226/0326	1 RAILROAD ST
103-81-MAIN	MCDEVITT JOHN J JR ETAL	C/O KEVIN MCDEVITT	230 FRONTAGE RD	MANCHESTER	NH	03103	20487/0181	939-951 EAST ST
103-81-U001	MCDEVITT REALTY LLC		939 EAST ST	TEWKSBURY	MA	01876	27206/0170	939 EAST ST
103-81-U002	MCDEVITT REALTY LLC		939 EAST ST	TEWKSBURY	MA	01876	27206/0170	945 EAST ST
103-81-U003	MBT HOLDINGS LLC		951 EAST ST UNIT 3	TEWKSBURY	MA	01876	22869/0018	951 EAST ST



RECEIPT

DATE 10/7/22 NO. 628544

RECEIVED FROM Patrick Nichols

ADDRESS _____

FOR Abutters 1st 890 East St \$ 20.00

ACCOUNT	
AMT. OF ACCOUNT	
AMT. PAID	<u>20.00</u>
BALANCE DUE	

CASH _____
 CHECK _____
 MONEY ORDER BY P. Nichols

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Richard Montuori

Tewksbury Town Manger

1009 Main Street

Tewksbury, MA 01876

October 6, 2022

Notice is hearby given that Bella Luna LLC will host a community outreach meeting for a proposed retail marijuana establishment on Saturday, October 22, 2022 at 10:00 a.m. at the Tewksbury Knights of Columbus, 2068 Main Street, Tewksbury, MA 01876.

The meeting will include discussion regarding a proposal to site an Adult-Use Marijuana Retailer at 890 East Street, Tewksbury, MA 01876.

There will be an opportunity for the public to ask questions. The meeting will cover, at a minimum, the following topics: the proposed location and the type of the marijuana establishment; the building being moved into and compliance with security requirements as outlined by 935 CMR 500 et seq. (the Massachusetts Adult-Use Marijuana Regulations); steps taken to prevent the diversion of marijuana to minors; plan to positively impact the local community; and information demonstrating how the location will not constitute a nuisance to the community.

RECEIVED
TOWN OF TEWKSBURY
BD SELECTION/TOWN MANAGER
OCT - 7 11:41

Chairperson Todd R. Johnson

Tewksbury Select Board

1009 Main Street

Tewksbury, MA 01876

October 6, 2022

Notice is hereby given that Bella Luna LLC will host a community outreach meeting for a proposed retail marijuana establishment on Saturday, October 22, 2022 at 10:00 a.m. at the Tewksbury Knights of Columbus, 2068 Main Street, Tewksbury, MA 01876.

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RECEIVED
TOWN OF TEWKSBURY
BD SELECTMEN/TOWN MANAGER
2022 OCT - 7 A 11:41

Denise Graffeo
Tewksbury Town Clerk
1009 Main Street
Tewksbury, MA 01876

October 6, 2022

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2022 OCT -7 AM 11:35
TOWN CLERK
BOARD OF REGISTRARS
TEWKSBURY, MA

RECEIVED

OCT 07 2022

TEWKSBURY
COMMUNITY DEVELOPMENT

Chairperson Stephen G. Johnson Jr.

Tewksbury Planning Board

1009 Main Street

Tewksbury, MA 01876

October 6, 2022

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Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Bella Luna LLC

Name of applicant's authorized representative:

Patrick M. Nichols

Signature of applicant's authorized representative:



Limited Liability Company Agreement

Articles of Organization

of

Bella Luna LLC

THIS OPERATING AGREEMENT of Bella Luna LLC (“Company”) is executed by me the sole Manager and sole Member and shall govern the activities of the Limited Liability Company (“LLC”) duly organized under the Massachusetts Limited Liability Company Act.

ARTICLE I. NAME.

The Name of the Company is **Bella Luna LLC**

ARTICLE II. PURPOSE.

The Company is a for-profit LLC formed for the purpose of opening a retail marijuana establishment under M.G.L. c. 94G and/or 935 CMR 500, as applicable; and for any other purpose under law.

ARTICLE III. DURATION.

The period of its duration is perpetual.

ARTICLE IV. PURPOSES.

The purposes for which the Limited Liability Company are organized are to:

- 1.) Apply for, build out, and open a marijuana retail store;
- 2.) Operate said store; and
- 3.) Any other lawful purpose under law.

No part of the net earnings of the Corporation shall inure to the benefit of any Director of the Corporation, Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the Corporate Assets on dissolution of the Corporation solely by virtue of being a Director or Officer.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by

an organization under Section 501(c)3 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

Upon dissolution of the LLC or the winding up of its affairs, the assets of the LLC shall be distributed exclusively to the LLC's creditor(s) and then to its member(s).

ARTICLE V. REGISTERED OFFICE.

The street address of its initial registered office is 170 Main Street, Suite 201, Tewksbury, MA. The name of its initial registered agent at such address is Patrick M. Nichols, Esq.

ARTICLE VI. OFFICERS.

The number of Officers constituting the initial Board of Managers is four (4), and the names and addresses of the persons who are to serve as Officers until the Members, through a majority vote, elect a different Officer.

Name:	Address:
President <u>Patrick M. Nichols</u>	<u>170 Main Street, Suite 201, Tewksbury, MA 01876</u>
Vice President <u>Patrick M. Nichols</u>	<u>170 Main Street, Suite 201, Tewksbury, MA 01876</u>
Treasurer <u>Patrick M. Nichols</u>	<u>170 Main Street, Suite 201, Tewksbury, MA 01876</u>
Secretary <u>Patrick M. Nichols</u>	<u>170 Main Street, Suite 201, Tewksbury, MA 01876</u>

ARTICLE VII. MANAGEMENT

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation, and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Member shall not, without the prior written consent of the unanimous vote or consent of the Member(s), sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person or entity; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Member(s) shall receive such sums for compensation as Member(s) of the Company as may be determined from time to time by the affirmative vote or consent of Member(s) holding a majority of the Member(s)' Percentage Interests.

ARTICLE VII. ACCOUNTING AND DISTRIBUTIONS

The Company's fiscal year shall begin on January 1st and end on December 31st.

The Officers, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish the Member(s), within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement, a capital account statement: and the amount of such Member(s)'s share of the Company's income, gain, losses, deductions, and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company

ARTICLE VII. TAX TREATMENT

The Company shall elect to be taxed as a C-corporation under 26 CFR § 301.7701-3.

ARTICLE IX. MEMBERS.

The Corporation shall have members. The eligibility, rights and obligations of the members will be determined by the Bylaws.

ARTICLE X. AMENDMENTS

This Agreement may not be altered, amended, changed, supplemented, waived, or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except

by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) required to vote on such subject.

ARTICLE IX. DISSOLUTION AND LIQUIDATION.

The Company shall terminate upon the occurrence of any of the following: (i) the election by the Member(s) to dissolve the Company made by the unanimous vote or consent of the Member(s); (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Member(s) a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Member(s); (2) to the payment of debts and liabilities to Member(s); (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to a licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Member(s) in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Member(s) shall no longer be Member(s), and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

ARTICLE IX. LIMITATION OF LIABILITY FOR ORGANIZER.

The Member(s) (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member(s)) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member(s) by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member(s) of, or the omission by the Member(s) to perform, any act which the Member(s) reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member(s).

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member(s) harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member(s) (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member(s) which gave rise to the action against the Member(s) is indemnifiable under the standards set forth herein.

Upon application, the Member(s) shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member(s) that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member(s) to repay such advances to the Company, without interest, if the Member(s) is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member(s) to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member(s) may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member(s).

The termination of any Claim or threatened Claim against the Member(s) by judgment, order, settlement or upon a plea of nolo contendere or its equivalent shall not, of itself, cause the Member(s) not to be entitled to indemnification as provided herein unless and until Judicially

Determined to not be so entitled.

ARTICLE X. SEVERABILITY

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

ARTICLE XI. ENTIRE AGREEMENT

This Agreement and any amendments hereto may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Member's Signature: _____ **Date:** _____

Print Name: _____

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) *Effective Date:* This operating agreement of Bella Luna LLC effective 10/1/2022, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Massachusetts on 10/1/2022. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

Patrick M. Nichols

170 Main Street, Suite 201

Tewksbury, MA 01876

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

The opening of an adult-use marijuana retail store in Tewksbury, MA

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall be indefinite. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by all of its members

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) *Membership Voting*: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation*: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) *Members' Meetings*: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) *Membership Certificates*: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) *Other Business by Members*: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC*: The members of this LLC intend that this LLC be initially classified as a C-corp for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832,

Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) *Tax Year and Accounting Method:* The tax year of this LLC shall be Jan 1 - Dec 31. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by 11/1/2022. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<u>NAME & ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
(1) <u>Patrick M. Nichols</u> <u>100 Florence Ave</u> <u>Tewksbury, MA</u>	<u>\$1</u>	<u>100%</u>
(2) _____ _____ _____	_____	_____

(3) _____

(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by 100% of the members.

(9) *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least 7 days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 60 days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) *All Necessary Acts:* The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) *Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) *Governing Law:* This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) *Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(8) *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 3/1/2023 _____

Signature:  _____

Printed Name: Patrick M. Nichols _____, Member



Plan to Remain Compliant with Local Zoning

Standard Operating Procedure

Purpose

The purpose of this plan is to outline how Bella Luna, LLC (“Bella Luna”) will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 890 East Street, Tewksbury, MA 01876, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

In January of 2023 the Town of Tewksbury enacted a Zoning Bylaw that established zoning restrictions for Adult-Marijuana Establishments.

Under Chapter 5.10 of the Town General Bylaws, eligible zones for adult use Retail Marijuana Establishments may be allowed by Special Permit issued by the Planning Board in the Interstate Overlay District subject to a license by the Select Board. Additionally, Marijuana Establishments must:

1. Marijuana establishments are encouraged to utilize existing vacant buildings where possible.
2. No marijuana establishment shall be located on a parcel which is within 500 feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located) of a parcel occupied by a pre-existing public or private school (existing at the time the applicant’s license application was received by the Cannabis Control Commission) providing education in kindergarten or any of grades 1-12.
3. No marijuana establishment shall be located inside a building containing residential units, including transient housing such as motels and dormitories.
4. No marijuana establishment is permitted to utilize or provide a drive-through service

Our location at 890 East Street is located in the Interstate Overlay District and is compliant with all required setbacks. Bella Luna has an executed Host Community Agreement with the Town.

Bella Luna shall file an annual written report to, and appear before, the Planning Board no later than January 31st of each calendar year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit.

Plan:

Bella Luna is currently fully compliant with all of the requirements outlined in the Bylaw as well as all special permit requirements.

It is the intention of Bella Luna to remain compliant with all relevant local codes, ordinances and applicable to a Marijuana Retail Establishment.

Bella Luna has applied for and received our Special Permit and Site Plan approval. Once issued, these local approvals do not expire. There are no other local licensing requirements.

Continued compliance will be ensured through regular monitoring of changes to local codes and zoning ordinances, as well as ongoing collaboration with elected officials, inspectors and other stakeholders.



Additionally, the Bella Luna management team will receive training about local zoning requirements and Special Permit conditions, including a directive to conduct a verification process as part of routine internal compliance checks.

EXECUTIVE SUMMARY

Company Summary

Bella Luna LLC seeks to operate a first-in-class Retail Marijuana Establishment in Tewksbury, Massachusetts. We are committed to create a safe, clean, secure and socially responsible environment that provides high-quality cannabis products made available at affordable prices and consumer education to patrons 21 years old.

Location

Bella Luna LLC seeks to open a cannabis retail store located at 890 East Street in Tewksbury, Massachusetts. This location had sat vacant for some years since its former occupant TriWire, a cable TV line installer, closed their dispatch and office location. We propose repurposing the office and dispatch area into an adult-use retail marijuana site. This will fill an existing vacancy in the Town of Tewksbury in an industrial-zoned parcel without driving additional traffic to Main Street. Patrons from Tewksbury may approach from Dascomb Road, Livingston Street, and Shawsheen Street to access the store. Out of town patrons can easily access the store from Dascomb Road and may then return home the same way.

Bella Luna LLC entered into a Binding Letter of Intent / Option to Lease to lease space located at 890 East Street, Tewksbury, MA 01876. The property is located along East Street, which connects the Town of Tewksbury Common/Center to Interstate Route 93 with several main streets intersecting, including North Street, Shawsheen Street, and Livingston Street.

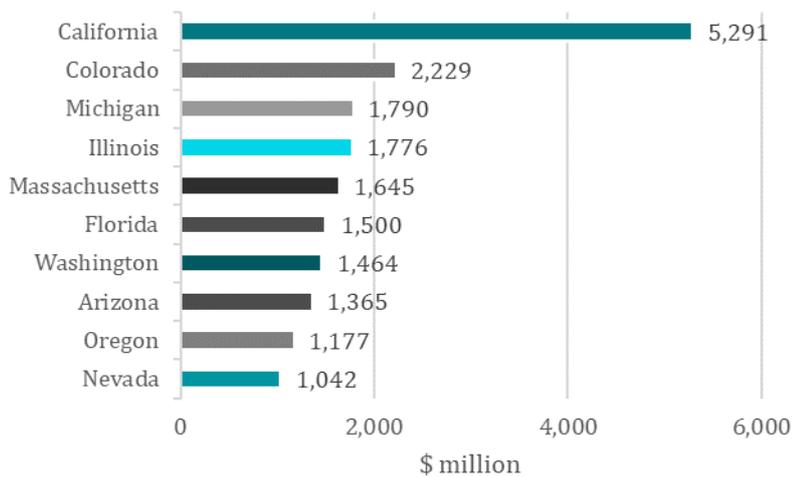
MARKET OVERVIEW

Market Opportunities

According to the report by Arcview Market Research and BDS Analytics: “The Road Map to a \$57 Billion Worldwide Market”¹ spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

The North America legal cannabis market amounted to about \$30 billion in 2021, growing by almost 50 percent on the year. The largest market was the United States, which totaled almost \$25 billion. It was followed by Canada with over \$4 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$37 billion in 2022 with the compound annual growth rate (CAGR) to over 20%.

With the adoption of recent initiatives, 38% of the population now lives in jurisdictions that have legalized recreational cannabis, and 76% of all states have approved cannabis for medical use.



In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis and the first retail cannabis business was opened in

Figure SEQ Figure * ARABIC 1. Medical and recreational cannabis sales in 2021

Massachusetts in November 2018.

Medical cannabis sales totaled about \$315 million in 2021. Nine months of 2022 brought in \$208 million from 88 cannabis dispensaries. Since March 2019 (medical sales data became available through METRC tracking system), total program revenue to date is about \$910 million.

Cannabis retail stores sold about \$1.93 million worth of cannabis products during the first month and in December 2019 total legal cannabis sales exceeded \$246 million, according to figures released by the Cannabis Control Commission². In 2020, Marijuana Establishments generated about \$700 million in gross sales despite two months of closures, and in 2021, retail sales exceeded \$1.33 billion, while nine months of 2022 brought in about \$1.1 billion.

Since November 2018, total program revenue to date is almost \$3.4 billion.

¹ <https://arcviewgroup.com/research/reports/>

² <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

The U.S. Cannabis Market

The U.S. legal cannabis sales reached \$17.5 billion in 2020 according to the Arcview/BDS report and experts estimate that 2021 sales passed \$25 billion (about \$18 billion of adult-use sales and \$7 billion for medical sales) and by 2024 could be as high as \$35 billion.

Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, almost 76% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but 19 states – Alaska, Arizona (2020), California, Colorado, Connecticut (2021), Illinois (2019), Maine, Michigan (2018), Montana (2020), Nevada, New Jersey (2020), New Mexico (2021), New York (2021), Massachusetts, Oregon, South Dakota (2020), Vermont (2020), Virginia (2021) and Washington – have gone further, legalizing the recreational use.

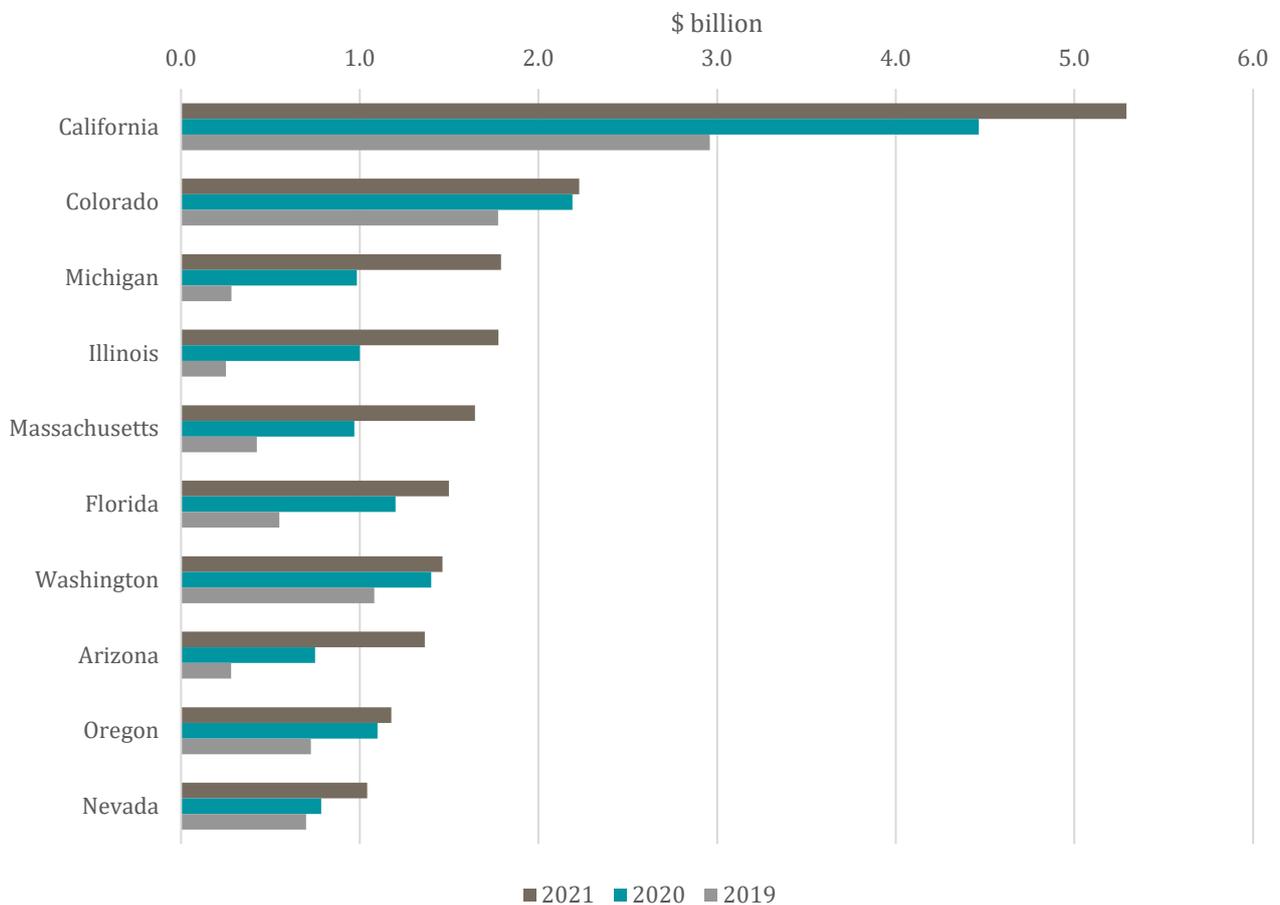


Figure 3. Medical and recreational cannabis sales in top states, 2019-2021

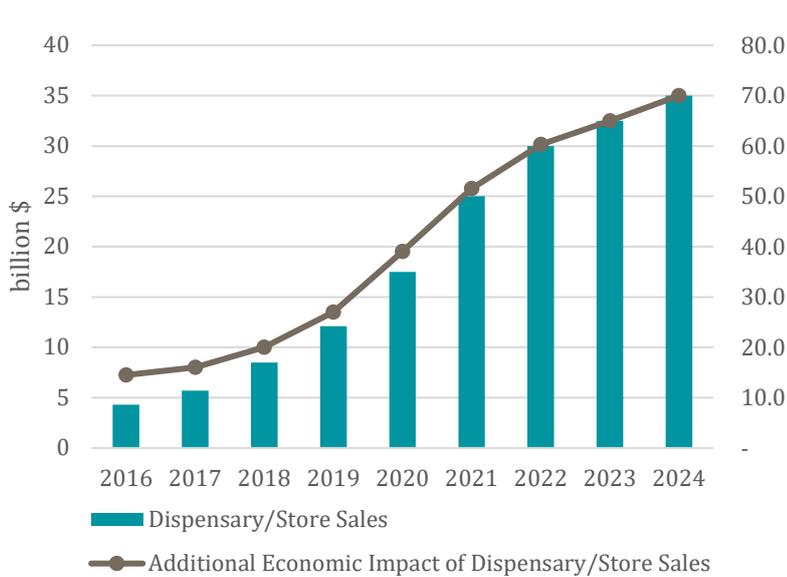
There are more than 25,000 active licenses for cannabis businesses in the U.S. This includes cultivation, extraction and manufacturing, retail, distribution, transportation, and testing licenses.

The industry employed 211,000 people in 2018 and the number of full-time cannabis employees grew 17% to 247,300 in 2019. In 2021, 107,059 new jobs were created compared to 77,300 in 2020. As of 2021, there are 428,059 people employed in the cannabis industry, compared to 321,000 in 2020.

If the cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 in 2022.

The U.S. Cannabis Retail Sector

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon’s adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as patient counts rose in new states and continued climbing in mature markets.



According to a BDS Analytics report, the retail sector owed \$1 billion in state taxes in 2016 and another \$1.4 billion in 2017.

The data published in MJBizdaily Factbook showed 2018 sales of legal recreational and medi

cal cannabis in the United States to soar by almost 50%, hitting \$8.5 billion on the back of continued growth in existing recreational cannabis markets³.

It is estimated that overall retail sales surpassed \$17.5 billion in 2020 – an increase of roughly 45% over 2019 – and by 2024, could rise between \$32.5

Figure SEQ Figure * ARABIC 4. Cannabis retail industry economic impact

billion and \$35 billion annually – nearly a threefold increase from annual sales in 2019.

The total economic output from legal cannabis grew 150% from \$16 billion in 2017 to almost \$40 billion in 2020, according to the “US Legal Cannabis: Driving \$40 Billion Economic Output” report released by Arcview Market Research, in partnership with BDS Analytics.

Based on medical applications, the cannabis market is widely categorized into chronic pain (about 44%), mental disorders, cancer, and others.

The increased demand for pain management throughout the world with a large patient pool suffering from several chronic illnesses is the key factor driving the growth. Mental disorders are expected to emerge as the fastest-growing segment, owing to the high prevalence of various mental disorders⁴.

³ <https://mjbizdaily.com/factbook/>

⁴ <https://www.grandviewresearch.com/industry-analysis/legal-marijuana-market>

Massachusetts Cannabis Market

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and the first retail cannabis business opened in Massachusetts in November 2018.

Cannabis Control Commission (CCC) Deadlines⁵

<i>March 15, 2018</i>	CCC shall promulgate rules and regulations for the issuance of licenses.
<i>April 1, 2018</i>	Accept applications for licenses.
<i>April 1-15, 2018</i>	Review applications of operating medical establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license.
<i>May 1, 2018</i>	Independent Testing Laboratory regulations and rules promulgated.
<i>June 1, 2018</i>	CCC received first applications including 51 the most completed to review.
<i>November 20, 2018</i>	First Retail Marijuana Establishments opened in Massachusetts.

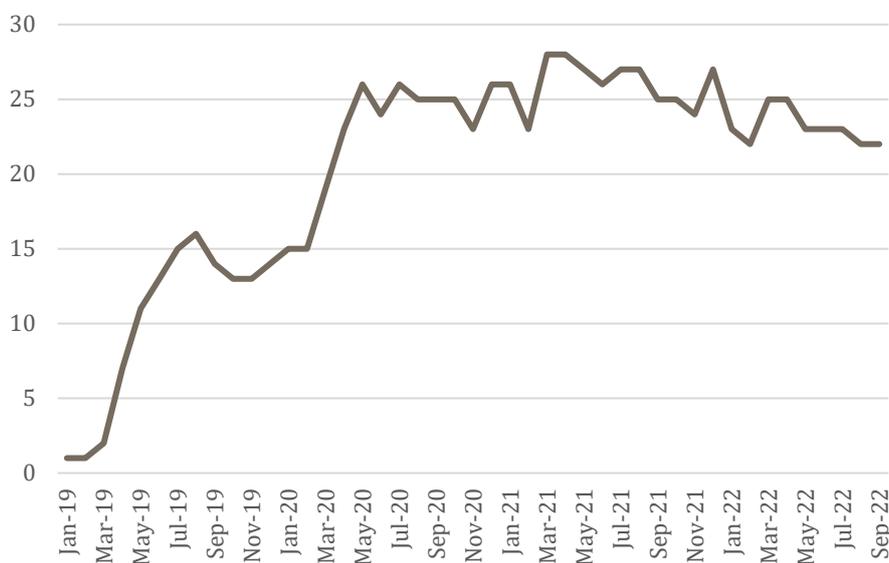


Figure . Medical-use gross sales, \$ million

Since March 2019 (medical sales data became available through METRC tracking system), total program revenue to date is about \$910 million.

In 2021, there were over 100,000 (up from 70,000 in 2020) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. Medical cannabis sales totaled about \$315 million in 2021.

Nine months of 2022 brought in \$208 million. Medical cannabis patients were served by 88 cannabis

⁵ <https://mass-cannabis-control.com/>

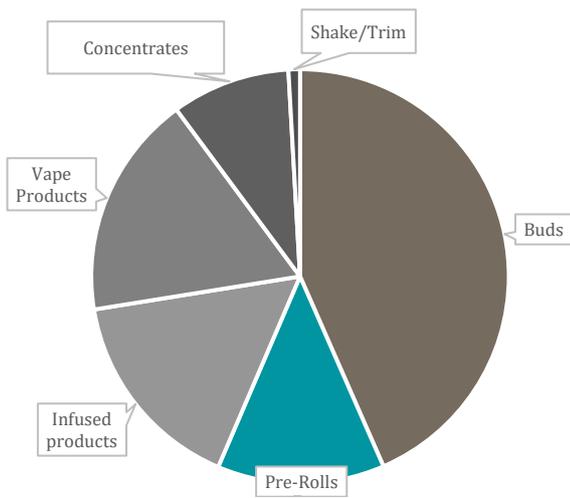


Figure 1. Total recreational cannabis sales by product category

Adult-Use Applications and Licenses

As of October 2022, 1,355 (909 in 2021) licenses have been awarded, including 445 retailer, 349 cultivator, 273 manufacturer, 218 courier and delivery operator, 32 microbusiness, 11 transporter and 20 testing licenses⁶. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Adult use cannabis is subject to the following taxes:

- state sales tax: 6.25%
- state excise tax 10.75%
- local option sales tax for cities or towns: up to 3%

Adult-Use Sales and Product Distribution

Cannabis stores sold about \$1.93 million worth of cannabis products during the first month and in December 2019 total legal cannabis sales exceeded \$246 million, according to figures released by the Cannabis Control Commission⁷.

In 2020, Marijuana Establishments generated about \$700 million in gross sales despite two months of closures, and in 2021, retail sales exceeded \$1.33 billion, while nine months of 2022 brought in about \$1.1 billion.

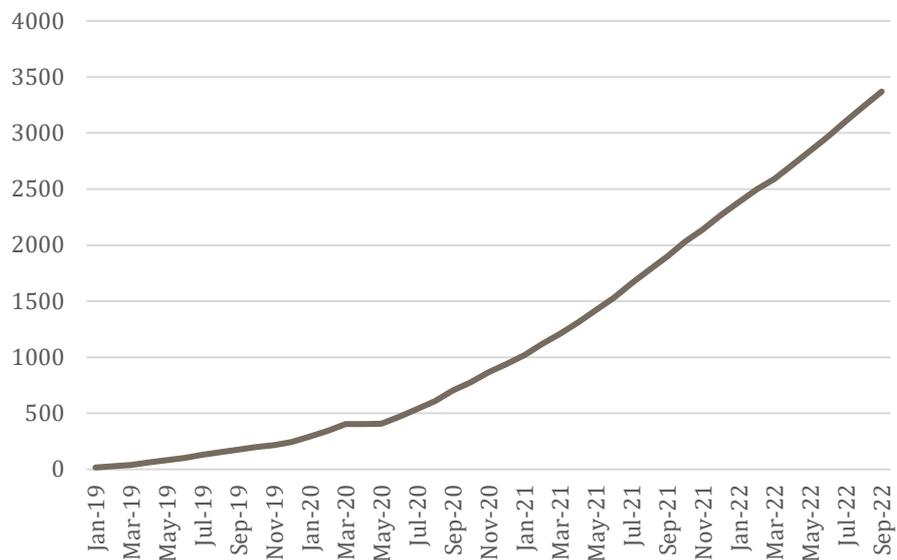


Figure 2. Adult-use gross sales total, \$ million

Since November 2018, total program revenue to date is almost \$3.4 billion.

⁶ <https://opendata.mass-cannabis-control.com/stories/s/eteq-dp5h>

⁷ <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

The Local Market

In addition to serving the residents of Tewksbury, Bella Luna LLC will draw customers from Middlesex and Essex County. Surrounding communities - Andover, Burlington, Reading, Methuen, North Reading, Lawrence, Stoneham and Wilmington, - have banned cannabis retail sales. Commuters to and from New Hampshire also represent a potential customer base as New Hampshire has still not legalized adult-use cannabis yet.

Bella Luna LLC looks forward to working cooperatively with the residents and officials in Tewksbury to ensure that we operate as a responsible steward of the town.

Tewksbury and its residents will benefit in the following ways:

1. **Jobs** - our retail location will add a number of full and part time jobs, in addition to hiring qualified, local contractors and vendors.
2. **HCA** - we will contribute funds to the town for reimbursement of community impacts we may cause the town.
3. **Access** - safe, regulated and tested products will be sold to consumers.
4. **Local Control** - the Tewksbury Police Department will have access to our video footage upon request.
5. **Compliant** - Our employees will pass a rigorous background check as required by the Cannabis Control Commission.
6. **Local contributions** - we intend to contribute to local charitable and non-profit organizations that have a local focus.
7. **Education** - we intend to provide educational materials to consumers to ensure that all products are used safely and responsibly.

SWOT Analysis

S	W	O	T
<p>Strong relationships with cultivators and product manufactures across Massachusetts</p> <p>Diversified, Strategic Partnerships</p> <p>Extensive industry knowledge</p>	<p>Enhanced risk of banking / financial / IRS scrutiny</p> <p>Lack in professional workforce for a cannabis industry</p> <p>High starting capital</p> <p>265 currently open retail stores statewide</p>	<p>High growth industry</p> <p>Growing interest and demand for natural, alternative medicine</p> <p>Trend toward greater cannabis legalization</p> <p>Global Market</p> <p>Underserved communities nearby</p>	<p>Enforcement of federal law, 280e</p> <p>Possible cannabis law changing</p> <p>Indicators of a slowed global economy</p> <p>Large companies entering the market</p> <p>Consolidation of the industry</p>

MANAGEMENT AND ORGANIZATION

Management Team

Our highly qualified team brings extensive entrepreneurial, operational, customer-focused, financial, accounting and legal expertise to the table.

Patrick Nichols: Principal and General Counsel

Patrick was born and raised in Tewksbury. There he attended Tewksbury Public Schools starting from Kindergarten and graduated from Shawsheen Tech in 1999 from the Internet Technology shop. Patrick went on to attend Boston University for his undergraduate studies and then attended Suffolk University where he attained his Juris Doctorate and MBA degrees in 2017.

Professionally, Nichols did marketing as well as financial planning and analysis for twelve years at Comcast Corporation before attending graduate school. He was admitted to the Massachusetts bar in 2017 and has been a member in good standing ever since. He practiced tax law first with KPMG LLP and then later with PwC before starting his own private practice in 2021.

Nichols was diagnosed with early-onset colon cancer in December 2021. His treatment included a period of intensive chemotherapy in which he realized the full benefits of cannabis. This experience led him to an interest in the legal Massachusetts cannabis market. He often tells audiences that even though the doctors had four or five pills to treat nausea, only cannabis allowed him to eat food during his months recovering from chemotherapy.

Mario Chiuccariello: Management / Operations Partner

In August 2020, Mario opened CannaVana, an independently owned retail cannabis dispensary in Rockland, MA. Mario brings his expertise of constructing, managing and operating one of the top grossing dispensaries in Massachusetts. In his one store, Mario has generated over \$1M in local sales tax revenue for the town. He has established a reputation as a strong partner to law enforcement. Prior to running his cannabis business, Mario ran a successful auto repair business and worked in the liquor industry, both of which gave him insight into running highly regulated businesses.

Operations Team

In addition to our management and operations team, we intend to work with the most experienced cannabis service providers in Massachusetts to ensure maximum profitability and full compliance.

Mitzi Keating, Partner, Citrin Cooperman: Cannabis Advisory and Accounting Services

Keating is a founder of the Cannabis Advisory Services Practice. She has over 20 years of experience providing accounting and audit services, tax planning, business consulting, and forensic services.

Mitzi is known across the country as a cannabis industry expert in matters of financial due diligence, accounting, tax, and other financial challenges faced by operators, regulators, investors, and others ancillary to the cannabis industry. She is a regular speaker and presenter at national cannabis conferences, has published many articles, videos, and podcasts, and is an author of the Massachusetts Cannabis Law Manual.

Mitzi has a unique perspective on the cannabis business, as she has previous experience as an elected official in the town of Lakeville, MA, allowing her to understand the local regulatory challenges facing this industry.

1620 Advisors: Compliance and Safety

1620 Partners is led by Melissa Rutherford and Rebecca Adams, two of Massachusetts leading cannabis compliance experts. Melissa and Rebecca will provide regulatory compliance, safety auditing and government relations locally and to the Cannabis Control Commission.

Cannabis Creative Group: Cannabis Marketing, Advertising and Sales

Cannabis Creative is an award-winning cannabis marketing agency dedicated to helping businesses gain the digital edge and elevate their brand online. From customer acquisition, engagement and retention, CCG will help us reach our target audience and increase sales through performance-based marketing campaigns with services including branding, strategy, packaging, SEO, SEM/PPC, social media, and email marketing.

Vantage Builders: Building and Construction

Vantage Builders has a Cannabis Construction Practice focused solely on the cannabis sector. They work with clients from concept to groundbreaking, to build state-of-the-art dispensaries that are on budget and on time.

American Alarm and Communications: Cannabis Security Systems

American Alarm is a leader in cannabis security in Massachusetts. Since 2015, they have helped more than 80 facilities successfully open by providing integrated security, fire, video, access control and environmental monitoring systems that pass state and local inspections. Their team works closely with each client, from initial planning, through the license approval process.

Dutchie: Technology Provider and Point of Sale

Dutchie is a complete technology platform for cannabis retailers. With solutions for point of sale, payments, ecommerce and more, Dutchie will enable us to run efficiently, scale our operations, stay compliant, all while providing exceptional experiences to our staff and customers.

Needham Bank: Cannabis Banking

The experts at Needham Bank have shaped the cannabis banking industry as the first bank in our state to accept cannabis accounts for medical cannabis companies back in 2012. They offer full-service banking for marijuana-related businesses including loans, deposit accounts and cash management services. They also serve the needs of employees of cannabis companies by offering personal checking accounts, mortgage loans or other deposit or loan products.

Sales Forecast

Our goal over the first 3-years in operations is to reach **\$9 million** in gross annual sales by adopting systems and procedures that have proven successful in the industry from our operating partner. To that point, we are partnering with CannaVana, which achieved \$8.15 million in sales after only 5 months of public operation in August 2020. CannaVana went on to make approximately **\$30 million** in gross annual sales for the years 2021 and 2022.

We believe an annual sales goal of **\$9 million** is a conservative and workable projection, and we look forward to exceeding it.

Another mark of an effective entrepreneur is to be able to forecast sales based on the magnitude of the work that has been put into the business. It is important to state that our sales forecast is based on the data gathered during our feasibility studies, market survey, and also some of the assumptions readily available in the market today.

More detailed projections for the first three years of operation have been prepared and are on file with the Company's General Counsel Patrick Nichols. Financial projections are confidential information of the company and may fairly be considered to be a "trade secret." As such, the Company is prohibited from disclosing such information in any document which may become publicly available as part of a Freedom of Information Act Request to the Town.



Plan to Obtain Liability Insurance

Standard Operating Procedure

Bella Luna, LLC (“Bella Luna”) will maintain an insurance policy in place that satisfies the requirement under 935 CMR 500.105(10). Bella Luna will 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.

The deductible for each policy is not higher than \$5,000 per occurrence. Bella Luna will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.



Standard Operating Procedures

1. Security Plan
2. Inventory Procedures
3. Storage of Marijuana
4. Transportation of Marijuana
5. Limiting Access to Age 21 and Older
6. Prevention of Diversion
7. QC and Product Testing
8. Personnel Policies
9. Record Keeping
10. Maintenance of Financial Records
11. Agent Qualifications and Training
12. Diversity Plan
13. Energy Plan
14. Dispensing Procedures
15. Plan to Obtain MJ
16. Positive Impact Plan



Security Plan

Standard Operating Procedure

Overview of Facility Security

The facility security at Bella Luna, LLC (“Bella Luna”) Retail Marijuana Establishment (“facility”) incorporates physical security elements, electronic security systems, manned security, and policies, procedures and plans to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the Marijuana Establishment. These security measures have been designed to protect the premises, Bella Luna Agents, customers and the public.

The Bella Luna Management Team, along with their consultants have vast experience in facility security in the legal marijuana industry. This team has been on the design, installation, operational and compliance side of these security systems and programs and will ensure that the security for each Bella Luna facility is compliant with the regulations and provides superior security for our products, team and the public.

The security plans and systems have been designed and installed to be compliant with all the requirements of 935 CMR 500.000 et. seq. with particular attention to 935 CMR 500.110.

The security plans and systems will ensure Bella Luna:

1. Allows only customers (consumers), Marijuana Establishment Agents, persons authorized by 935 CMR 500.105(14), and, subject to the requirements of 935 CMR 500.110(4)(e), outside vendors, contractors, and visitors, access to the facility;
2. Positively identifies individuals seeking access to the premises of the Marijuana Establishment or to whom or marijuana products are being transported pursuant to 935 CMR 500.105(14) to limit access solely to individuals 21 years of age or older;
3. Prevents loitering and ensures that only individuals engaging in activity expressly or by necessary implication permitted by these regulations and its enabling statute are allowed to remain on the premises;
4. Has established Limited Access Areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation;
5. Stores all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
6. Keep all safes, vaults, or storage of marijuana and marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana;
7. Keeps all locks and security equipment in good working order;
8. Prohibit keys from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel;
9. Prohibits accessibility of security measures, such as combination numbers, passwords, or electronic security systems, to persons other than specifically authorized personnel;
10. Ensures that the outside perimeter of the facility is sufficiently lit to facilitate surveillance;
11. Ensures 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;



12. Has developed 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;
13. Has developed sufficient additional safeguards as required by the Commission for Marijuana Establishments that present special security concerns;
14. Has an on-site secure locked safe or vault used exclusively for the purpose of securing cash;
15. Has cameras directed where cash is kept, handled, and packaged;
16. Has a written process for securing cash and ensuring transfers of deposits to the Marijuana Establishment's financial institutions;
17. Utilizes an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25;
18. If approved for an alternative security measure pursuant to 935 CMR 500.110(7) Bella Luna will ensure;
 - a. Utilize a locked bag for the transportation of cash from a Marijuana Establishment to a financial institution or DOR facility;
 - b. Transportation of cash will be conducted in an unmarked vehicle;
 - c. Vehicle used to transport cash will be staffed with a minimum of two Agents;
 - d. Vehicle used to transport cash will be equipped with real-time GPS tracking;
 - e. Vehicle used to transport cash will have two-way communications with Marijuana Establishment;
 - f. 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
 - g. Approval of the alternative safeguard by the financial institution or DOR facility.

The facility is equipped with the following electronic security systems:

1. Closed Circuit Television System (CCTV)
2. Access Control & Monitoring System (ACMS)
3. Security Alarm System (SAS)
4. Redundant (Backup) Perimeter Security Alarm System

These electronic security systems will be designed utilizing the best practice technology that is commercially available and the best security features available for an operation of this nature. The systems will be flexible and scalable for future growth or additional security. The systems will be integrated such that an alarm input from a security device (e.g., door contact) will cause an automatic response by the Closed-Circuit Television System (CCTV) so that the nature of the alarm can be viewed and analyzed, and the appropriate response initiated by management. Simultaneously alarm signals will be relayed to two different central stations via redundant communications for appropriate emergency response. Bella Luna will team with a Licensed Commercial Security System contractor to design, install, and service these security systems.

Each of these electronic security systems is detailed in the following sections. During the design of the facility the Security System contractor will be engaged in this process to ensure the security system



components will be factored in and allowed the appropriate locations. Once the design is finalized the Security System contractor will produce a set of security drawings showing the locations of the system components. The security drawings will illustrate the location of:

1. All cameras and their field of view;
2. All alarm inputs (e.g., door contacts, motion detectors, duress/hold up devices, etc.);
3. All network video recorders and alarm control panels;
4. All access card reader locations;
5. All security workstations and network switches;

Access to rooms where surveillance, monitoring, recording and/or data storage equipment will be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the Commission upon request. The surveillance room will remain locked and shall not be used for any other function.

Records

All required records, lists, and logs will be retained in compliance with the Regulations. Computer log files will be retained for at least (90) ninety days. The VMS will provide a minimum of (90) ninety days of storage on-site. Video surveillance documenting a security event will be retained indefinitely.

Back-Up Power

All security system components and other critical infrastructure of the facility including safety lighting, etc. will be supported by a natural gas back-up generator and a failure notification system with audio/visual alert. Security and emergency systems will remain online so that the security systems will not be compromised, even in a power outage.

Security Audits

Bella Luna will, on an annual basis, obtain a security system audit by a vendor approved by the Commission. A report of this audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the facility's security system, we will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

Limited Access Areas

Access to the Limited Access Areas will be controlled by the electronic security systems with locking devices that authorize access to credentialed users only. All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area and will be escorted at all times by a Bella Luna Agent authorized to enter the Limited Access Area. The visitor identification badge must 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 shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to the establishment upon exit.

All Limited Access Areas will be identified by the posting of a sign that will be a minimum of 12' x 12' that states "Do No Enter – Limited Access Area – Access Limited to Authorized Personnel Only" in



lettering no smaller than one inch in height.

All limited access areas will be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, storage, disposal and retail sales areas.

Perimeter Security

The entire outside perimeter of the facility will be monitored by CCTV and will be sufficiently lit to facilitate surveillance. Trees, bushes, and other foliage outside of the facility will be removed or maintained to ensure they do not allow for a person or persons to conceal themselves from sight.

During hours of operation, Bella Luna Agents will randomly patrol the perimeter of the facility to provide a physical deterrent and monitor the perimeter of the facility including the parking lot. Through camera monitoring and random patrols, Bella Luna will be able to prevent individuals from loitering or remaining on the premises of the facility if they are not engaging in an activity expressly or by necessary implication permitted by the Regulations and its enabling statute are allowed to remain on the premises.

Secured Points of Entry

Each entry and exit point to the facility which will be controlled by the ACMS and monitored by CCTV system. If it is determined that these doors are required to be fire/emergency egresses, they will have audio alarms and transmit an alarm to the Security Room. All activity related to entry and exit doors and limited-access area doors will be monitored and controlled by the electronic security systems and Bella Luna security.

Customers, employees and certain contractors, vendors and other authorized visitors will be granted access to the entrance by Bella Luna Agent. Access will only be granted after the individual is confirmed to be a customer 21 years of age or older, active employee or authorized contractor, vendor or visitor with legitimate business.

Individuals must remain in the check-in area until their identification, reason of business, verification and authorization (or lack of) is verified by management. Only after an individual has completed the check-in process are they eligible to proceed to the next level of access. Individuals not able to complete this process will not be allowed to remain and must leave the facility.

Door Hardware

All exterior doors and interior doors into restricted access or limited access areas will be protected by two (2) magnetic contacts, one connected to each security alarm system. These doors will provide a high degree of physical security and will require substantial force and/or time to compromise.

Doors leading into and exiting the Man Traps will use high security magnetic locks. Interior doors that require access control will have electrified strikes. Exterior doors that require panic hardware will be equipped with rim mounted panic bar hardware.

Lighting

Safety lighting will be properly installed throughout the interior and exterior of the building. Proper lighting technology will be utilized to ensure optimal security surveillance (e.g., no sodium vapor lights) and eliminate any interference with the CCTV system.



Closed Circuit Television System (CCTV)

Bella Luna CCTV system has been designed to ensure compliance with all the requirements outlined in 935 CMR 500.110 including, but not limited to:

1. Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in all parking lots, which is appropriate for the normal lighting conditions of the area under surveillance;
2. Video Cameras are directed at all safes, vaults, sales areas and areas where marijuana is prepared, stored, handled or dispensed.
3. Video Cameras are angled so as to allow for the capture of clear and certain identification of any person entering or exiting the facility or area;
4. All video cameras will record twenty-four hours a day;
5. The VMS ensures that the camera images will be available for immediate viewing by the Commission upon request and that it is retained for at least 90 calendar days.;
6. Recordings will not be destroyed or altered, and will be retained as long as necessary if Bella Luna is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information;
7. The VMS has the ability to immediately produce a clear, color, still photo (live or recorded) with a date and time stamp embedded on all recordings. The date and time are synchronized and set correctly and shall not significantly obscure the picture;
8. The CCTV system and the VMS have ability to remain operational during a power outage; and
9. The VMS has the ability to produce a video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video has 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 also has the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

Overview of System

The CCTV system utilized at the facility will meet or exceed the regulations. Safety and security purposes for the CCTV system include but are not limited to:

1. Protection of individuals, including employees, contractors, and deliveries;
2. Protection of property, marijuana product, building perimeter, entrances and exits, lobbies and corridors, receiving docks, and storage areas;
3. Verification of alarms and electronic security systems;
4. Video patrol of restricted areas; and
5. Investigation of criminal activity and disciplinary activity.

The CCTV system will be comprised of a Video Management System (VMS), a dedicated Local Area Network (LAN), LAN switches, a PC-based workstation, Network Video Recorders (NVRs), uninterruptible power supply (UPS) units, and Network IP cameras.

Video Management System



A comprehensive enterprise level Video Management System (VMS) comprised of a server-based, Network Video Recorder (NVR) that will be the backbone of the CCTV system and include the following features:

1. Displays a date and time stamp on all recorded video;
2. Can produce a digital video disk using an installed media recording drive that provides video viewable on any Windows PC;
3. The ability to remain operational during a power outage;
4. Allow for the exporting of still images in standard image format;
5. Archive of exported video to ensure authentication of video;
6. Exported video shall have the ability to be saved in an industry standard format; and
7. Allow recordings to be erased or destroyed prior to disposal.

The NVR's will record video signals from Network IP cameras that are connected to a dedicated LAN for the CCTV system and allow for video surveillance at the PC-based workstations throughout the facility including in the security room. The PC-based workstation will have one or more large format monitor(s) and a desktop monitors of at least 20 inches or greater to monitor cameras and access the VMS system. A local color high-resolution printer will be maintained and can be used to print a hard copy of any stored video camera image if necessary.

The VMS system will record at the full resolution of the Network IP cameras in high definition and will be designed to provide a minimum of 90 days of recording onsite on the NVR's. The VMS system will be integrated with the Access Control & Monitoring (ACMS) system to allow camera signals to be displayed upon alarm conditions. The VMS system will be configured to record at one frame per second 24 hours a day, 7 days a week and increase to 10 frames per second when motion is sensed.

In compliance with 935 CMR 500.110(5)(d), the NVR will be located in vertical racks in the Security Closet. The Security closet will be secured by an ACMS card reader, magnetic door contacts, motion detectors and network IP dome cameras. The Security Closet is limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel, and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the Commission upon request. The door to the Security Closet will remain locked at all times and the Security Closet will not be used for any other function.

Network IP Cameras and Camera Placement

The CCTV system will utilize fixed 3.0-megapixel Network IP (or similar) dome cameras with day/night and Wide Dynamic Range technology.

1. Fixed cameras will be installed to provide a consistent recorded image of all areas and avoid any physical obstructions.
2. High definition IP cameras are used in the facility and provide usable video footage allowing true identification capabilities including high quality facial and body images.
3. Day/Night (D/N) and Wide Dynamic Range (WDR) technology will be included in camera locations that have low light levels or challenging lighting conditions in their field of views and will provide a minimum of 0.3 Lux to avoid backlighting.



4. Cameras will be angled to allow for facial recognition, the capture of clear and certain identification of any person entering or exiting the Marijuana Establishment or area.
5. The inside of the facility and the entire perimeter of the facility will be under CCTV surveillance including but not limited to:
 - a. All building entrances and exits;
 - b. All parking lot areas adjacent to the facility to document activity.
 - c. All areas immediately adjacent to the facility;
 - d. The entire inside of the facility, including all limited access areas and restricted areas where marijuana, MIPs, or marijuana by-products are prepared, stored, handled, packaged, or disposed including safes and vault locations.

Access to the Video Management System

Remote connection to the VMS for Bella Luna management team and local law enforcement will be available 24 hours a day, 7 days a week via a Cable Modem that is connected to the internet and then connected to the NVRs. Authorized users will be able to access the VMS via:

1. A Windows computer with remote client software installed,
2. A web-browser, or
3. A mobile smart device including tablets and smartphones with remote client software installed.

System Backup, Testing and Maintenance

The CCTV system, NVR and LAN switches will have battery backup to remain operational during a power outage. Our Management team will ensure that routine inspections and tests are performed at regular intervals (at least once every week) of the CCTV and VMS systems to ensure it is in good working order at all times. Any malfunction of any component of the CCTV system will be immediately reported to the COO or designee and addressed. An archiving process will be implemented on a daily basis to ensure proper backup and storage of video. The CCTV system and its components will be under a 24 hour a day, 7 days a week maintenance agreement with a Licensed Commercial Security System contractor that will include monthly testing of all security systems.

Access Control & Monitoring System (ACMS)

A network-based, distributed database electronic access control and monitoring system (ACMS) will be installed at the facility to serve as the engine of the integrated electronic security systems. Safety and security purposes for the ACMS include but are not limited to:

1. Supporting crime prevention and control objectives;
2. Ensuring a secure locked facility for the manufacturing, processing and storage of marijuana;
3. Preventing the theft or diversion of marijuana;
4. Preventing unauthorized access;
5. Granting access based only on an authorized credential being presented;
6. Monitoring and documenting all requests for access;



7. Monitoring and alerts of alarm conditions based on alarm inputs including magnetic contacts;
8. Reducing the use of mechanical locks and keys that can be easily duplicated;
9. Integrating the various security systems including CCTV, SAS, etc. to allow for higher level functionality of all electronic security systems; and
10. Aiding in the investigation of criminal and disciplinary activity.

The ACMS for the facility will be comprised of controllers, smart card readers, and smart cards that are connected to a communications server and then connected to PC-based workstation on the dedicated security LAN.

The ACMS will be cross connected with the security alarm system (SAS) so that redundant communications with a central station that is listed by Underwriters Laboratories (UL) for alarm monitoring will take place automatically.

The ACMS combines point monitoring and access control with photo ID badging, network video recorder integration, alarm, and email/text message notification and threat level escalation. This is an enterprise level system with a Linux operating system. The system utilizes TCP/IP network communications to provide user interaction and real time monitoring to PC- based workstation located on the dedicated security LAN. This system integrates with the CCTV system and NVRs and allows NVR stored or live video to be accessed within the access control software. All video is transmitted across the security LAN connections. Any malfunction of any component or alarm input of the ACMS will be monitored using four (4) stage notifications that can provide an audible, text or visual notification of any failure in the system including alarm, trouble, ground, or open.

User groups will be configured within the ACMS to dictate what users will be granted access to specific locations and at what times. Advanced access control feature such as threat escalation and door control will be implemented as follows:

1. Threat escalation – The ACMS will be programmed to update access control user groups and definitions real-time in the event of an alarm condition to further restrict or allow movement in the facility.
2. Door control – Pass- through authorization will be validated by smart card through the ACMS.

The ACMS for the facility will be listed by Underwriters Laboratories for access control (UL Standard 294) and proprietary alarm monitoring (UL Standard 1076). The ACMS will have battery backup to remain operational during a power outage. Doors and locks to restricted areas and limited access areas will be configured to remain locked and not release during a power outage unless required under fire/life safety standards. The Security Manager or designee will ensure that management perform routine inspections and tests at regular intervals (at least once every week) of the ACMS to ensure it is in good working order at all times. The ACMS and its components will be under a 24 hour a day, 7 days a week maintenance agreement that will include monthly testing of all security devices.

Contactless Smart Card Reader

Select interior, and all exterior pedestrian doors will have contactless smart card readers to allow authorized individuals to access these areas. Presenting a contactless smart card credential to a reader will cause the system to unlock the door if the individual is authorized at that location and at that time.

These readers are powerfully secure with multi-layered security that ensures data authenticity and privacy and provides tamper-proof protection of keys/cryptographic operations. They are rated for an operating



temperature range of -31 to 150 degrees Fahrenheit and have an environmental rating of IP65 therefore they can be surface mounted inside or outside. Higher security areas will have a combination contactless smart card reader and a keypad for a level two identification and authentication requiring an individual to present a credential (what you have) and a Personal Identification Number (what you know).

Employee Smart Card Credentials

All Agents will be issued a contactless smart card. The HID iClass smart card will be attached to a neck lanyard holder that will also include the Marijuana Establishment Agent ID card. This will be worn by all Agents at all times while on site. A Marijuana Establishment Agent must keep his or her identification card visible at all times when at the facility.

Visitor Management

The Visitor Management log is located in the Security Room. When a visitor or contractor arrives, management will verify that the visitor was expected, and a visitor identification badge will be issued. The visitor's information, along with the time in, time out and escorting agents name will be written into the visitor log book. This log shall be available for inspection by the Commission at all times. All visitor identification badges will be returned upon exit.

Security Alarm System (SAS)

The Bella Luna SAS has been designed to ensure compliance with all the requirements outlined in 935 CMR 500.110 including, but not limited to:

1. A perimeter alarm on all entry and exit points and perimeter windows;
2. A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees within five minutes after the failure, either by telephone, email, or text message;
3. A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities;

Overview of System

The previous described ACMS includes an intrusion alarm system and has a robust alarm monitoring capability including point monitoring and alarm email/text message notification. The Security Alarm System (SAS) will be connected to outputs of the ACMS system. The SAS system is comprised of an alarm system control panel, zone expanders, alarm keypads, door contacts, motion sensors, glass break sensors and panic/hold up alarms.

System Components and Operation

The SAS will provide coverage of all entry points and perimeter windows in the facility and all rooms with exterior walls.

Both exterior doors and select interior doors will have magnetic door contacts installed to monitor the security of these doors. These contacts will be recessed mounted.

Request-To-Exit (REX) Sensors

Specialized motion detectors, referred to as request-to-exit (REX) devices, with targeting of detection area will be part of any door that has an access control reader and magnetic contacts. The surface mounted REX above the door will shunt the magnetic contacts for a valid egress through the door. The ACMS



system will be programmed to allow a maximum period of time for a valid egress without causing a held open alarm.

Motion Detectors

Every room with an exterior door, every room with an exterior wall, the vault and interior corridors will have motion installed to monitor the security of these areas. These motion detectors will have sensor data fusion technology which uses a sophisticated software algorithm to gather signals from five (5) sensors: two (2) pyro electric sensors, a range adaptive radar sensor, a room temperature sensor and a white light level sensor. The on-board microprocessor analyzes and compares the sensor data to make the most intelligent alarm decisions in the security industry. Detector design includes MANTIS (Multi-point Anti-mask with Integrated Spray detection) which uses patented prism lenses and active infrared detection to provide protection against all known forms of attack. MANTIS complies with the latest worldwide regulatory standard for detecting objects covering or placed in front of the detector. MANTIS is sensitive to materials regardless of texture or color, including fabric, paper, metal, plastic, tape and spray. When MANTIS identifies a masking material, the detector sends a supervision anti-masking signal to the control panel. Cover and wall tamper switches are included in this surface mounted detector.

SAS Control Panel

The SAS control panel is connected to the ACMS intrusion alarm zone programmed out so that redundant communications with a UL listed remote central station takes place automatically. The SAS will provide authorized users with the ability to receive alerts from the panel to their cell phone, mobile device and/or email address including Arm/Disarm changes and all alarms. In addition to the primary alarm monitoring company, Bella Luna will have a secondary SAS installed by a different security company to accomplish redundancy by utilizing a back-up alarm monitoring company that is not the same company supplying the primary system. This back-up alarm monitoring company will have all the capabilities of the primary system. When an alarm is triggered redundant signals will go out to each separate monitoring company. The primary monitoring company will notify the City Police Department of the alarm and the back-up monitoring company will notify Bella Luna designated manager or designee.

Alarm Keypad / Duress Alarm

Our Bella Luna facility will have an alarm keypad installed to allow authorized arming/disarming and reporting the alarms of the SAS. This LCD display alarm keypad includes easy-to-use icons menus and distinct tones. A silent duress alarm will be sent to the central station if a duress code is entered into the alarm keypad by an individual if they are forced to disarm this system.

Panic / Holdup Alarm

Bella Luna will utilize wired Panic/Hold Up buttons that are installed on the wall in the vault, Security Room and at all POS stations so that they are convenient in the case of an emergency condition to allow for Agents to trigger a panic alarm. The Panic/Holdup alarm is an audible security alarm signal generated by the manual activation of the button intended to signal a life threatening or emergency situation requiring law enforcement response, or a holdup alarm, which means a silent alarm signal generated by the manual activation of the device intended to signal a robbery in progress.

SAS Testing and Maintenance

The SAS and all of its components have a battery backup to remain operational during a power outage.



The Compliance Manager or designee will ensure that management perform routine inspections and tests at regular intervals (at least once every week) of the SAS to ensure it is in good working order at all times. The SAS and its components will be under a 24 hour a day, 7 days a week maintenance agreement that will include monthly testing of all security devices.

Power Outage

In the event of a power outage at the facility a 12-volt battery backup system will supply power to all security systems. When a power interruption is detected a text and email message will be transmitted through the SAS system to the designated on-call emergency response team member. The power interruption will be investigated by the emergency response team member and they will ensure that all security systems remain operational. For an extended power outage, we will utilize a permanent back-up natural gas generator. In the event of a catastrophic power failure, the Bella Luna executive management team will schedule and maintain 24 hours a day manned security at the facility.

Vault/Safe

Bella Luna will design and build a secure vault in our facility. The vault is constructed of enhanced building materials including steel security mesh with cement board. The vault will be used to store all marijuana and marijuana products during all non-business hours and all marijuana and marijuana products that are not allocated to the POS stations during business hours. The vault door will be made of reinforced steel with a reinforced frame. The interior and exterior of the vault will be under CCTV monitoring and access to the vault requires RFID card access and Pin Pad code. The vault will have a hardwired panic alarm install inside the vault. Inside the vault we have a commercial cash safe with a cash drop depository. This safe will be used to store all of the cash in the facility.

Security Personnel

Bella Luna will provide dedicated Security Agents for all of our facilities. We are hoping to hire recently retired local law enforcement officers to fill these positions. All Bella Luna Managers will also be also trained as security personnel. There will always be a Security Agent or Manger on site at all times that the facility is open and manage the security room, visitor log, and monitor the CCTV and ACMS systems. They will also conduct video surveillance of the interior and exterior of the facility and make physical rounds of the entire property.

Policies and Procedures

Along with this security plan, Bella Luna will develop and implement additional policies and procedures regarding Safety and Security that will require compliance with all safety, security anti-diversion and administrative requirements that can help eliminate or reduce the chance of diversion, theft and loss from occurring. These policies and procedures include, but are not limited to:

1. Prevention of Diversion;
2. Opening a Closing Procedures;
3. Emergency Plan;
4. Robbery;
5. Prevention of Sales to Minors;
6. Inventory and Tracking Compliance;
7. Acceptable forms of Identification;



8. Compliance with Local and State Licensing and Enforcement;
9. Incident and notification requirements ;
10. Health and safety standards;
11. Maintenance of records;
12. Prohibited purchases and practices; and
13. Any other Policies and Procedures required or requested by the Commission, our host community's, or other regulatory authority.

Engagement with Local Law Enforcement

Bella Luna is committed to creating a partnership with the Tewksbury Police Departments to the extent that they want to be involved. We will meet regularly with representatives of the Police Departments during the design and construction phase to ensure that the security infrastructure that we install is acceptable to the Police Departments. Bella Luna will, on a continuing basis engage the Tewksbury Police Department to discuss and amend our Policies and Procedures if required and to keep an open line of communication.



Inventory

Standard Operating Procedure

General Requirements

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

Bella Luna, LLC (“Bella Luna”) will tag and track all marijuana and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

In addition to any inventory and/or tracking requirements specified by the Commission, Bella Luna will use a reliable industry proven seed-to-sale software system to document and track our Marijuana and Marijuana Products. This electronic inventory management system is the backbone of our real-time inventory management program and will allow us to keep a real-time electronic inventory of all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. This inventory management program, Flowhub will also serve as our POS software and will integrate with the *Metrc* system. Bella Luna will:

1. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of all finished marijuana, marijuana products and stored marijuana.
2. Conduct a monthly inventory of all finished marijuana, marijuana products and stored marijuana.
3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory.
4. Promptly transcribe inventories if taken by use of an oral recording device.
5. Conduct random, spot inventories of POS stations will also be conducted at the discretion of the Retail Manager and Finance Director.

Bulk packaged marijuana and final marijuana products will be stored in our vault which are equipped with adequate security, lighting, ventilation, as well as temperature and humidity controls. In addition to being guarded by RFID and keypad access codes, the vault will be monitored 24/7 by remote access camera monitors and senior leadership and digitally recorded and indexed for review. Marijuana and marijuana products in the vaults will not be removed until needed for transfer to our POS Stations for retail sale. Any marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or for which the containers or packaging have been opened or breached, will be stored separately until destruction. Inventory control will be managed under the direction of the Operations Manager or designee. Bella Luna will not purchase, possess, or dispense any marijuana or marijuana product that has not been tested in accordance with the requirements of 935 CMR 500.160.

Inventories

Bella Luna will conduct daily, monthly, and annual inventory reviews. These inventories will be made available to the Commission upon request. These inventories will include, at a minimum:

1. The date of the inventory;
2. A summary of the inventory findings; and



3. The names, signatures, and titles of the individuals who conducted the inventory.

The Operations Manager or designee will ensure that inventories are conducted as required by the regulations and this policy:

1. Daily Inventory - The Retail Manager or designee will conduct an inventory of selected products or areas identified in our seed to sale program.
 - a. The Retail Manager will maintain a schedule of daily inventories and ensure that all rooms or areas are included.
 - b. A daily inventory will be done products or areas identified in our seed to sale software program on a rotating basis. At least once a month every product or area will be subjected to a daily inventory of all marijuana and marijuana products.
 - c. At the end of the business day an inventory will be performed on all products that were moved to the sales floor that day. The inventory will be checked against the Flowhub POS system and the seed to sale monitoring system.
2. Monthly Inventory - The Retail Manager, and another member of the management team, will conduct a physical inventory every month of all finished and stored marijuana.
 - a. This inventory will include all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
3. Annual Inventory - The Retail along with one or more members of the management team will conduct a comprehensive annual physical inventory of all marijuana and marijuana products in the facility.

All losses, inaccurate or unusual discrepancy in weight found in inventories must be reported to a Manager and an Incident Report is required to be filled out. The Compliance Officer along with the COO will investigate any instance of loss, unusual discrepancy in weight or inaccurate inventory. The Compliance Officer or the COO will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering the discrepancies identified during an inventory.

If it is determined that an Agent has diverted marijuana or marijuana products, their employment will be terminated immediately, and local law enforcement and the Commission will be notified immediately.



Storage of Marijuana

Standard Operating Procedure

Purpose

Bella Luna, LLC (“Bella Luna”) is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

Responsibilities

1. Bella Luna Compliance Officer is responsible for developing, implementing, and updating standard procedures for the storage of Marijuana and Marijuana Products consistent with best practices and the regulations.
2. Bella Luna Compliance Officer or designee is responsible for ensuring that all storage areas have adequate lighting, ventilation, temperature, humidity, space, and equipment.
3. Bella Luna Compliance Officer or designee is responsible for ensuring that all storage areas are maintained in a clean and orderly condition.
4. Bella Luna Compliance Officer and Retail Manager are responsible for ensuring all storage areas are kept free from infestation by insects, rodents, birds, and pests of any kind.
5. Bella Luna Compliance Officer or designee is responsible for ensuring all storage areas are maintained in accordance with the security requirements of 935 CMR 500.110.
6. Bella Luna Compliance Officer is responsible for ensuring that all Marijuana and Marijuana Products in any storage area are properly tagged and tracked in compliance with COMPANY Inventory and Tracking Policy and Procedures and the Regulations.
7. Bella Luna Compliance Officer is responsible for keeping all safes, vaults, and any other equipment or areas used for storage of Marijuana and Marijuana Products securely locked and protected from entry, except for the actual time required to remove or replace Marijuana and Marijuana Products.

General Requirements

1. All Marijuana and Marijuana Products in the facility will be housed and stored in such a manner as to prevent diversion, theft, or loss.
 - a. Such items shall be accessible only to the minimum number of specifically authorized Bella Luna Agents essential for efficient operation.
 - b. Such items shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day.
2. All Storage areas will have adequate lighting, ventilation, temperature, humidity, space, and equipment.
3. With the exception of inventory assigned to the fulfillment area during business hours, All Marijuana and Marijuana Products will be stored in our secure vaults.
4. Bella Luna has a separate quarantine area for storage of Marijuana and Marijuana Products that are outdated, damaged, deteriorated, mislabeled, contaminated, or whose containers or packaging have been opened or breached.



- a. Marijuana and Marijuana Products stored in this room will be destroyed within 7 days.
5. Bella Luna storage areas are maintained in accordance with the security requirements of 935 CMR 500.110.
 - a. All storage areas will have complete CCTV camera coverage including cameras angled so as to allow for the capture of clear and certain identification of any person entering or exiting the area;
 - b. Limited access doors controlled by the Access Control Monitoring System (“ACMS”); and
 - c. Controls access to these areas to Agents who have authority from management to access them, and
 - d. Motion Detectors.
6. All Managers will ensure that Marijuana and Marijuana Products are returned to a secure storage location immediately after completion of the process or at the end of the scheduled business day.
 - a. At the end of a working day, the Store Manager will ensure that any bins or bulk containers containing Marijuana and Marijuana Products will be securely locked inside the vaults.

Marijuana Storage Areas

Marijuana and Marijuana Products will only be stored in the following areas:

1. **Vault 1** - Environmental Conditions 65-70°F 55-63%% RH
 - a. All retail ready Marijuana and Marijuana Products.
2. **Waste/Quarantine Container**- Environmental Conditions <70°F 55-63%% RH
 - a. In a sealed container located inside the vault Bella Luna will store outdated, damaged, deteriorated, mislabeled or contaminated marijuana product or any product whose containers or packaging have been opened or breached to await destruction.

Inspections

The Compliance Manager will draft and maintain a Cleaning and Maintenance Schedule for all Marijuana or Marijuana Product storage areas that ensures;

1. A daily visual inspection of the entire storage room and/or area for cleanliness and evidence of contamination, infestation by insects, rodents, birds, and pests of any kind.
2. A weekly physical inspection of the entire room, including under and behind all tables, racks, or other equipment for cleanliness and evidence of contamination, infestation by insects, rodents, birds, and pests of any kind.



Transportation of Marijuana

Standard Operating Procedure

Purpose & Policy

Bella Luna, LLC (“Bella Luna”) will not transport any marijuana or marijuana products at this time. All marijuana that is transported to or from any Bella Luna facilities will be done by Licensed Marijuana Establishments that have been approved for the transportation of marijuana by the Commission.

If Bella Luna purchases and outfits a vehicle for the transportation, we will contact the Commission for a vehicle inspection and approval for transportation of marijuana and marijuana products. This procedure will be reviewed, revised and sent to the Commission again for approval once we begin marijuana transportation.

Preparation for Transportation of Marijuana

1. At the direction of the Compliance Manager, Dispensary Manager or designee marijuana destined for delivery will be staged, weighed and inventoried in the Vault.
 - a. This will be done on camera making sure that the weight on the scale and the manifest can clearly be captured by the CCTV.
2. Products will be tracked in the seed to sale tracing software mandated by the Commission and our own seed to sale tracking system as “in transport to Marijuana Establishment.”
3. Transportation Manifests will be completed by the Compliance Manager or designee.
4. Transportation Manifests will be double checked by a second member of the management team.
5. All marijuana must be placed in food grade mylar bags, labeled and sealed and then placed into Transportation Cases and Locked. Tamper resistant tape and/or tamper resistant bands will be applied to each case.
6. The keys to the cases will be locked in a separate, secure area of the Transportation Vehicle.
7. The Compliance Manager, or Dispensary Manager will issue each transportation Agent a Bella Luna cell phone and ensure that each Agent is wearing their Agent registration card and Bella Luna ID card and has their Massachusetts Driver’s License on their person.
8. The Monitoring Agent will be notified of the impending trip and will be responsible for logging all communications and other activities of the transport.
 - a. In the case of an emergency stop, the Monitoring Agent must log the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
9. The Monitoring Agent will open the GPS Tracking Program and complete a test of the system.
10. The Monitoring Agent will test the cell phones of each Transportation Agent.
11. If either of the GPS system or the communications test fails, the trip will be cancelled.
12. The Dispensary Manager will draft a trip plan using 1 of 5 designated routes to the Destination Marijuana Establishment(s) location and back to Bella Luna facility.
13. This trip plan will be different from the previous 2 transportation routes to that Marijuana Establishment.
14. The trip plan will be given to the Transportation Agents and to the Monitoring Agent.
15. The Dispensary Manager will ensure that the timing of the trip is not consistent with the two previous trip times and the timing will appear random with no discernable pattern.
16. The Monitoring Agent will email a copy of the transportation manifest to the Destination Marijuana Establishment(s).



17. A Bella Luna Agent will scan the area outside the loading area using the CCTV system to look for suspicious activity or persons in the area.
18. One transportation Agent will drive the transportation vehicle to the loading area.
19. At the loading area the transportation Agent will scan the area for suspicious activity or persons
20. If the area is clear the transportation Agent phone the Monitoring Agent letting them know that the area is clear for loading.
21. The second transportation Agent and the Dispensary Manager or designee will transport the transportation cases from the vault to the loading area.
22. The transportation cases will be placed into the secure cargo area of the transportation vehicle and locked.
23. Two copies of the transportation manifest will be carried by the transportation Agents.



Restricting Access to Age 21 and Older

Standard Operating Procedure

Access to the Facility

Bella Luna, LLC (“Bella Luna”) management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Bella Luna are 21 years of age or older. For the purposes of this Policy, the term “facility” also refers to any vehicle owned, leased, rented or otherwise used by Bella Luna for the transportation of Marijuana. Bella Luna retail facilities allows only the following individuals access:

1. Bella Luna Agents (including board members, directors, employees, executives, managers, or volunteers) while at the facility or transporting marijuana for the facility all Bella Luna Agents must carry their valid Agent Registration Card issued by the Commission.
2. Customers/Consumers
 - a. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by Bella Luna.
 - b. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.
3. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge.
 - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times.
4. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.



- iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
- b. Individuals described above in this policy will be granted immediate access to the facility.

Training

Bella Luna will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All Bella Luna Agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

- a. Diversion prevention and prevention of sales to minors;
- b. Acceptable forms of identification, including:
 - i. How to check identification;
 - ii. Spotting false identification;
 - iii. Medical registration cards issued by the DPH;
 - iv. Provisions for confiscating fraudulent identifications; and
 - v. Common mistakes made in verification.



Prevention of Diversion

Standard Operating Procedure

General Requirements

Bella Luna, LLC (“Bella Luna”) security and management will be proactive in preventing theft/diversion/loss by utilizing industry wide best practices in theft prevention and detection. Loss Prevention techniques such a video surveillance, intrusion, and restricted area alarms will be constantly utilized to identify weaknesses in overall security, deter loss or theft and to identify and prosecute any person or person engaged in the diversion of company assets.

All finished marijuana or marijuana products will be stored in the vault. Access to the vault is limited to small group of Agents.

The CEO and Director of Security are responsible for the investigation of any instance of diversion, theft or loss. They are also responsible for the training of all Agents on how prevent and identify these instances.

Security

Bella Luna incorporates physical security elements, electronic security systems, manned security, and policies and procedures to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana. Physical Security Elements include:

Facility design:

The design on the facility is a physical barrier to diversion, theft and loss. Hardened walls in the vaults and other storage areas deter and prevent access by unauthorized person. The secure mantrap entrance allows Bella Luna to identify and verify persons before they enter the facility. The mantrap also prevents “piggybacking” at the entrance, where a second or subsequent person passes through a door when it is opened for only one person. There are no windows located in any area where marijuana or marijuana products, or their byproducts are manufactured, stored, weighed, packaged, processed, or disposed.

1. Electronic security systems include:
 - a. Closed Circuit Television System (CCTV) – The CCTV system will ensure:
 - i. There are video cameras in all areas that may contain marijuana, at all points of entry and exit, and in all parking lots, which is appropriate for the normal lighting conditions of the area under surveillance;
 - ii. The cameras are directed at all safes, vaults, and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed;
 - iii. The cameras are angled so as to allow for the capture of clear and certain identification of any person entering or exiting the facility or area; and
 - iv. All cameras will record twenty-four hours a day;
 - b. The CCTV system is supplemented by the Video Management System (“VMS”):
 - i. The VMS ensures that the camera images will be available for immediate viewing by CNB upon request and that it is retained for at least 90 calendar days;
 - ii. Recordings will not be destroyed or altered, and will be retained as long as



- necessary. If Bella Luna is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information, Bella Luna will store the recordings as appropriate;
- iii. The VMS has the ability to immediately produce a clear, color, still photo (live or recorded) with a date and time stamp embedded on all recordings. The date and time is synchronized and set correctly and will not significantly obscure the picture;
 - iv. The CCTV system and the VMS have ability to remain operational during a power outage; and
 - v. The VMS has the ability to produce a video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video has 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 also has the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.
- c. Access Control & Monitoring System (ACMS) - A network-based, distributed database electronic access control and monitoring system (ACMS) will be installed at the facility to serve as the engine of the integrated electronic security systems. Safety and security purposes for the ACMS include but are not limited to:
- i. Supporting crime prevention and control objectives;
 - ii. Ensuring a secure locked facility for the manufacturing, processing and storage of marijuana & marijuana products;
 - iii. Preventing the theft or diversion of marijuana & marijuana products;
 - iv. Preventing unauthorized access;
 - v. Granting access based only on an authorized credential being presented;
 - vi. Monitoring and documenting all requests for access;
 - vii. Monitoring and alerts of alarm conditions based on alarm inputs including magnetic contacts;
 - viii. Reducing the use of mechanical locks and keys that can be easily duplicated;
 - ix. Integrating the various security systems including CCTV, SAS, etc. to allow for higher level functionality of all electronic security systems; and
 - x. Aiding in the investigation of criminal and disciplinary activity.
- d. Security Alarm System (SAS) – The SAS has been designed to ensure compliance with all the requirements outlined in 935 CMR 500.110 including, but not limited to:
- i. A perimeter alarm on all entry and exit points and perimeter windows;
 - ii. A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system will provide an alert to designated employees within five minutes after the failure, either by telephone, email, or text message;
 - iii. A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities; and
 - xi. Motion Detectors will be located in every room with an exterior door, every room



with an exterior wall, the vault and interior corridors.

2. The SAS has a Redundant (Backup) Perimeter Security Alarm System that is not the same company supplying the primary system. This back-up alarm monitoring company has all the capabilities of the primary system.
3. Manned security – Bella Luna will provide dedicated Security Agents for our facility. We hope to hire recently retired local law enforcement officers to fill these positions. All Bella Luna managers will also be also trained as security personnel. There will always be a Security Agent or Manger on site at all times that the facility is open and manage the security room, visitor log, and monitor the CCTV and ACMS systems. They will also conduct video surveillance of the interior and exterior of the facility and make physical rounds of the entire property.
4. Policies and Procedures - Along with the present Policy and Procedure, Bella Luna policies and procedures will require compliance with all safety, security, anti-diversion and administrative requirements that can help eliminate or reduce the chance of diversion, theft, and loss from occurring. These include policies and procedures that require:
 - a. No personal bags or other containers are allowed in any area containing marijuana.
 - i. Lockers or a storage area will be provided to all employees for the storage of personal clothing, bags and other accessories.
 - b. Uniforms/Clothing is not overly loose fitting and have a limited number of pockets.
 - c. Frequent audits of all marijuana products in the facility, including surprise audits of certain rooms or areas.

Additionally, Bella Luna will offer employees a 25% discount on all marijuana products to incentivize employees not to divert marijuana.

Preventing Theft/Diversion/Loss

1. The prevention of theft/diversion/loss is essential to the success of the Company. Prevention of theft/diversion/loss is the responsibility of every employee.
2. Employees are required to report known or suspected incidents of theft/diversion/loss by employees and visitors.
3. All suspected incidents of theft/diversion/loss will be thoroughly investigated.
4. Suspicion of theft/diversion/loss may arise from a variety of circumstances, including, but not limited to, the following:
 - a. A witnessed incident of probable theft/diversion/loss
 - b. Behaviors that may indicate an impaired individual
 - c. Suspicious activity identified during routine monitoring and/or proactive surveillance
 - d. Self-disclosure of theft/diversion/loss by an individual
 - e. Discrepancies in inventories
 - f. Notification of suspected theft/diversion/loss from an external source, such as local law enforcement or a family member of a suspected drug diverter
 - g. Unusual customer transactions



5. Any employee who reports suspected theft/diversion or loss honestly and in good faith will be protected from retaliation.
6. The CEO and Director of Security will manage the investigation of all reports of suspected theft/diversion/loss.
7. The Bella Luna executive management team will receive prompt notification of incidents of probable theft/diversion/loss.
8. Diversion or theft by a Bella Luna employee will result in immediate termination and will be reported to all appropriate government, licensing, regulatory, and law enforcement agencies.
9. Data relating to theft/diversion/loss reports and investigations will be analyzed to identify trends and opportunities for potential improvement in security operations.

Identifying Retail Diversion of Marijuana

The diversion of Marijuana from customers to anyone else will be identified and Investigated. Bella Luna acknowledges that as a Retail Marijuana Establishment, marijuana and marijuana products are to be dispensed to that customer and not diverted to others. While customers may legally gift certain amounts of marijuana or marijuana products, they cannot sell marijuana or marijuana products to others and not to anyone under the age of 21.

1. All Agents working in the facility will be trained on identifying diversion;
 - a. This training will be tailored to identifying trends in purchases that would indicate that the customer is diverting the purchased marijuana to unauthorized sources.
2. All Sales Agents and Managers should be cognizant of the following when completing transactions with customers;
 - a. Unusual or large transactions including multiple transactions in a short period of time, transactions for large amounts, transactions that differ from the customers normal ordering protocol.
 - b. Statements from customers indicating that the product may be diverted to others.
3. Agents and Managers will be cognizant of the activity outside of the facility, such as the parking lot including;
 - a. The exchange of money between individuals outside of the facility.
 - b. Customers interacting with others outside of the facility that they did not travel with.
 - c. Vehicles or persons outside of the facility that do not enter the facility.
4. If a Bella Luna Agent witnesses signs of possible diversion of any marijuana products, they will immediately notify a member of the management team.
 - a. Managers will evaluate the situation and make a determination as to the next steps;
 - i. Have the Agent file an incident report to the Compliance Officer or Security Manager.
 - ii. Investigate the incident further and file an incident report to the Compliance Officer or Security Manager.



- iii. If there is clear evidence of customer diversion contact local law enforcement and/or the Commission and file an incident report with the local law enforcement.
5. The Security Manager will investigate any report of customer diversion.
6. If there is evidence of customer diversion the Compliance Officer or designee will contact local law enforcement and the Commission.
7. At the conclusion of any investigation into customer diversion, Bella Luna may take the following actions;
 - a. Take no action.
 - b. Refer the case to local law enforcement and the Commission.
 - c. If it is our belief that the public would be placed at risk by continuing to dispense marijuana to the Customer, Bella Luna may refuse to dispense marijuana to the Customer.

Responding to Theft/Diversion/Loss

1. When diversion, theft or loss is identified, the area of that loss or theft will be immediately secured so that a full accounting of the loss or theft may be determined.
 - a. The Director of Security or CEO will determine the scope of the area or products that will be secured.
2. A member of the management team must begin to gather the facts by establishing the 4 W's of an investigation:
 - a. What happened/What is missing?
 - b. When did it happen/What time frame?
 - c. Where did it happen?
 - d. Who may be involved/Who may have witnessed it/Who may have important information?
3. The Director of Security will be contacted immediately.
4. A manager will fill out a detailed incident report that includes:
 - a. The type of incident
 - b. Estimated loss
 - c. Time of loss and
 - d. Other pertinent information
5. All person's present will be identified, and a log created with names and in the case of contractors or vender's names; company and contact information.
6. The Director of Security or designee will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering the following:
 - a. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving Bella Luna or a Bella Luna Agent;
 - b. Any suspicious act involving the cultivation, distribution, processing, or production of marijuana by any person.
7. The Director of Security or designee will investigate the incident and file a report with the CEO.
8. After the incident report is filed an "After Action Report" will be drafted by the CEO that may



contain an assessment to determine whether additional safeguards are necessary. These safeguards may be for added policies, procedures, plans, or physical infrastructure to mitigate the chance of the same type of incident from occurring again.



Quality Control and Testing of Marijuana and Marijuana Products

Standard Operating Procedure

Purpose

Bella Luna, LLC (“Bella Luna”) is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

General Requirements

1. Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.
2. In the case of acquiring wholesale products, Bella Luna will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment Bella Luna will view and confirm that the source products have been tested in accordance with the regulations and will store the testing records. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
3. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources (MDAR).
4. Bella Luna will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:
 - a. *For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and*
 - b. *In a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.*
 - c. *The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.*
5. Bella Luna will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

Sanitation

1. Our Retail Marijuana facility (“the facility or facilities”) will be designed and constructed with sanitation in mind. All product contact surfaces will be smooth, durable, non-porous and easily cleanable.
 - a. The walls, ceiling and floors of all storage and packaging areas will be constructed of materials



- that are smooth, durable and can be adequately kept clean and in good repair.
- i. There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
 - ii. The Retail Manager will prepare a cleaning and sanitation checklist for the staff to that cleaning and sanitation is performed in a consistent and satisfactory manner.
 - b. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.
 - c. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
 - i. Suspended lighting is constructed from non-corrodible and cleanable assemblies.
 - ii. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
 - iii. Adequate safety lighting in all areas.
 - d. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
 - e. Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) 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.
 - i. Pre-scrape surface to remove any soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, applying hydrogen peroxide.
 - v. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds.
 - vi. Allow to air dry.
 - f. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
 - i. Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands.
 - ii. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
 - g. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
 - h. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. Training:



- a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
2. Handling and storage of marijuana product or marijuana plant waste:
 - a. All marijuana plant waste will be placed in the sealed “Marijuana Waste” container.
 - i. This container must be impervious and covered.
 - b. All marijuana waste will be stored in the waste room in sealed containers until disposal.
3. Handling and storage of non-marijuana waste:
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:
 - i. Recyclable
 - ii. Organic
 - iii. Solid waste
 - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate secure containers to await pickup.
4. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Local Board of Health.
 - b. Bella Luna will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
 - c. Bella Luna Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
2. All Bella Luna Agents shall conform to sanitary practices while on duty, including:
 - a. Maintain adequate personal cleanliness:

Grooming:

1. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
2. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.



3. Wash hands (including under fingernails vigorously and thoroughly with soap and warm water for a period of at least 20 seconds:
 - a. When entering the facility before work begins
 - b. In the restroom after toilet use and when you return to your workstation
 - c. After touching face, nose, hair, or any other body part, and after sneezing or coughing
 - d. After cleaning duties
 - e. After eating or drinking
 - f. Any other time an unsanitary task has been performed – i.e., taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
 - g. Wash hands only in hand sinks designated for that purpose.
 - h. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

1. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.

Cuts, Abrasions, and Burns:

1. Bandage any cut, abrasion, or burn that has broken the skin.
2. Cover bandages on hands with gloves and finger cots and change as appropriate.
3. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

1. The Bella Luna facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
2. Eat and drink in designated areas only.
3. Refrain from chewing gum or eating candy during work.



Personnel Policies including Background Checks

Standard Operating Procedure

Personnel Records

Bella Luna, LLC (“Bella Luna”) will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Bella Luna agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with Bella Luna and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action/performance issues; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Bella Luna management agents who require access, as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Bella Luna Management agents who require access. These records will be made available for inspection by the Commission upon request.

Agents

All Bella Luna board members, directors, employees, executives, managers and volunteers will register with the Commission as a Bella Luna Marijuana Establishment Agent (“Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Retail Establishment related to the packaging, storage, testing, or dispensing of marijuana.

All Bella Luna Agents shall:

1. Be 21 years of age or older;



2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Bella Luna will submit to the Commission an application for every Bella Luna Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

Bella Luna agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Bella Luna seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.



Bella Luna will notify the Commission no more than one business day after an Bella Luna agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Bella Luna will renew each Bella Luna Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an Bella Luna Agent registration card, Bella Luna will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Bella Luna will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process Bella Luna will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
 - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
 - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - i. The individual's full legal name and any aliases;
 - ii. The individual's address;
 - iii. The individual's date of birth;
 - iv. A photocopy of the individual's driver's license or other government-issued identification card;
 - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
 - c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a



military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
- iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
- iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
- v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- vii. Any other information required by the Commission.

Bella Luna will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

2. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process Bella Luna will submit Marijuana Establishment Agent applications for all required individuals. Bella Luna will perform its own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.



Equal Opportunity Employment Policy

It is the policy of Bella Luna to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Bella Luna expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Bella Luna will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Bella Luna operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate Bella Luna in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Bella Luna provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Bella Luna may require medical certification of both the disability and the need for accommodation. Keep in mind that Bella Luna can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. Bella Luna will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Bella Luna will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Bella Luna employees to perform their expected job duties will not be tolerated.

It is illegal and against Bella Luna policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Bella Luna will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.



Bella Luna will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Bella Luna will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

Bella Luna strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Bella Luna judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Bella Luna will provide reasonable accommodations to any persons with disabilities who require them, who advise Bella Luna of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

Bella Luna is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Bella Luna premises or while using Bella Luna vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Bella Luna social or business event. "Illegal



drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Bella Luna will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If an Bella Luna Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

Bella Luna will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Bella Luna. These subjects will include, but not me limited to;

1. Bella Luna Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct



12. Discipline

13. Training



Record Keeping

Standard Operating Procedure

Access to the Commission

Bella Luna, LLC (“Bella Luna”) electronic and hard copy (written) records will be available to the Commission 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.

Access to the Massachusetts Department of Revenue (“DOR”)

Bella Luna’s books, records, papers, and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Bella Luna will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

Bella Luna will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”

Our POS system will record all transactions in a manner that will allow the DOR to verify what items were sold and confirm if the appropriate amount of tax was collected. In addition to the data in the POS system, Bella Luna will maintain the following records:

1. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
2. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
3. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
4. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information;
5. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.



Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:

1. Individual item(s) sold,
2. Selling price,
3. Tax due,
4. Invoice number,
5. Date of sale,
6. Method of payment, and
7. POS terminal number and POS transaction number.

Bella Luna will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:

1. Internal sequential transaction numbers;
2. Records of all POS terminal activity; and
3. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
4. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
5. Any and all activity related to other operating modes available in the system, such as a training mode; and
6. Any and all changes in the setup of the system.

Types of Records

The following records will be maintained and stored by Bella Luna and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);



- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - j. Alcohol, smoke, and drug-free workplace policies;
 - k. A plan describing how confidential information will be maintained;
 - l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. 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.
 - m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
 - n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
 - o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. 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;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. Operating procedures as required by 935 CMR 500.105, including but not limited to:
- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);



- b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
- c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
- f. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- g. Inventory records as required by 935 CMR 500.105(8);
- h. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- i. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 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; and



- Notice of completed responsible vendor and eight-hour related duty training.
- iii. A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- j. Personnel policies and procedures; and
- k. All background check reports obtained in accordance with 935 CMR 500.030
- l. Business records, which shall include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
 - vi. Waste disposal records as required under 935 CMR 500.105(12); and
 - vii. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- m. Responsible vendor training program compliance records.
- n. Vehicle registration, inspection and insurance records. (If Applicable)

All records kept and maintained by Bella Luna will be securely stored. Access to these records will only be granted to those Bella Luna Agents who require access as a part of their job duties.



Maintenance of Financial Records

Standard Operating Procedure

Requirements

Bella Luna, LLC (“Bella Luna”) financial records will be kept and maintained according to generally accepted accounting principles. The Finance Director is responsible for all accounting responsibilities and will engage the services of external professional accounting firm to ensure proper financial compliance.

All of Bella Luna financial/business records will be available for inspection to the Cannabis Control Commission upon request.

Bella Luna will maintain all business records in Manual and electronic form. These records include, but are not limited to;

1. Assets and liabilities;
2. Banking transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Bella Luna will incorporate the following into our business operations;

1. Bella Luna will engage the services of a professional payroll and human resources company to assist in human resources management and payroll services for our employees.
2. Bella Luna will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Bella Luna will utilize financial/accounting software programs and an e-bill payment provider for all financial record keeping.
4. All transactions will be done through traditional banking transactions including checks, wire transfers and credit cards.
5. On an annual basis an independent certified public accountant who is experienced in the legal marijuana industry, will conduct a financial audit.
6. Bella Luna will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Retail Manager or designee.
8. A comprehensive financial audit will be done at the end of every month by the Finance Director and report their findings to the CEO and outside accounting firm.

Access to the Commission



Bella Luna electronic and hard copy (written) records will be available to the Commission 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.

Access to the Massachusetts Department of Revenue ("DOR")

Bella Luna books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission or the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts and IRS tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Bella Luna will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

Bella Luna will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 "*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*".

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Bella Luna will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:



- a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.
3. Bella Luna will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.
4. Bella Luna will comply with the provisions of 935 CMR 500.140(5): Recording Sales.
 - a. Bella Luna will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. Bella Luna may utilize a sales recording module approved by the DOR.
 - c. Bella Luna will not utilize software or other methods to manipulate or alter sales data.
 - d. Bella Luna will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Bella Luna will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Bella Luna determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. We will immediately disclose the information to the Commission;
 - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
 - e. Bella Luna will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
 - f. Bella Luna will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.



- g. Bella Luna will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5): *Recording Sales*.



Agent Qualifications and Training *Standard Operating Procedure*

Qualifications for a Marijuana Establishment Agent

The minimum requirements to become a Bella Luna, LLC (“Bella Luna”) Marijuana Establishment Agent (“Agent”) are outlined below. All board members, directors, employees, executives, managers, or volunteers will register with the Commission as an Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Agents must;

1. *Be 21 years of age or older;*
2. *Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and*
3. *Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.*

Bella Luna will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications based on the specific duties of the position.

Required Training for Marijuana Establishment Agents

Pursuant to 935 CMR 500.105(2)(a), Bella Luna will ensure all Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

Bella Luna will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) must receive training in a form and manner determined by the Commission.

After the initial training has been completed, Agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.

All Agents will receive a minimum of 16 hours of training annually.

Bella Luna will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained for a minimum of one year after an Agents’ termination.

Within 90 days of hire, Bella Luna will require all its Agents to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”:

1. *After the responsible vendor designation is applied each owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”*



2. *Bella Luna will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.*

Additional Training

Bella Luna will provide training and training opportunities to its employees. In addition to required training, Bella Luna will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company's, our Agents and our customers safety and shopping experience.



Diversity Plan

Intent

It is the policy of Bella Luna, LLC (“Bella Luna”) to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Bella Luna’s goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure that Bella Luna is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company’s mission.

Goals

The goals that Bella Luna is committed to achieving through this plan and our vision include:

1. Make Bella Luna workplace and management team as diverse as possible to include attracting and retaining qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.
2. Make Bella Luna workplace a safe, accepting, respectful, welcoming, comfortable, and supportive place to work.
3. Working with suppliers, contractors, and wholesale partner businesses owned by minorities, women, veterans, people of all gender identities and sexual orientations, service-disabled veterans, and by persons with disabilities.

Recruitment and Hiring

Bella Luna looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our company.

Inclusion

Bella Luna is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. We will ensure our managers are trained to properly respond to complaints.

Measurement and Accountability

Bella Luna realized that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 3 goals.

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.

Diversity Plan

- a. We will track the demographics of all applicants to ensure we are reaching the desired population of candidates:
 - i. The number and percentage of applicants that are from areas of disproportionate impact, minorities, LBGTQ, veterans, and persons with disabilities, women and people with prior drug convictions.
 - b. We will evaluate this data and make adjustments in our outreach and recruitment process if needed
2. Periodically, Bella Luna management team will evaluate the workplace climate through observations, employee meetings, and individual conversations with individual employees to ensure our workplace is a place of inclusion.
 - a. Feedback from the data received from this process will be evaluated and new programs or processes will be implemented if needed.
 3. Annually we will evaluate our Diversity Plan to ensure that the goals are met
 4. At least once annually, Bella Luna management team, along with our consultant(s) will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of the policy and to see if our goals are attained.
 5. If, at any time, it is found that the plan is not reaching our goals the executive management team will convene a special working group to evaluate the plan and make the necessary changes.



Energy Plan

Standard Operating Procedure

In compliance with 935 CMR 500.105(15) Bella Luna, LLC (“Bella Luna”) has identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures) and implemented these opportunities to the extent possible. Bella Luna reduced electric demand (such as lighting schedules, active load management, and energy storage); and will be engaging with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. Bella Luna will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

1. Understanding how we use energy through analysis generation;
2. Compare our operation with similar businesses and act accordingly;
3. Intake customized energy improvement recommendations from professionals; and
4. Utilize cost incentives through utility energy performance.

Our construction team, project managers, architects, and engineers will execute the retail buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:

1. The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
2. The purchase and installation of LED lighting systems;
3. The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.

Further practices to maintain energy efficiency throughout daily operations include:

1. Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);
2. Using communal printers, coffee makers, microwave ovens, and refrigerators;
3. Turning off monitors when leaving for more than one hour;
4. Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
5. Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
6. Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;
7. Prohibiting the use of individual space heaters; and
8. Using Energy Star labeled appliances.



Dispensing

Standard Operating Procedure

Requirements

Pursuant to 935 CMR 500.140 Bella Luna, LLC (“Bella Luna”) will ensure that upon entry into our facility entrance by an individual, an Agent will immediately inspect the individual’s proof of identification and verify the individual’s age. No one will be admitted into the premises unless the Agent has verified that the individual is 21 years of age or older using a valid government issued identification.

Pursuant to 935 CMR 500.140(4) and in accordance with M.G.L. c. 94G, § 7, Bella Luna will not sell more than one ounce of marijuana, or five grams of marijuana concentrate to a consumer per transaction.

Restrictions

Pursuant to 935 CMR 500.140(5) Bella Luna:

1. Will refuse to sell marijuana to any consumer who is unable to produce valid proof of identification.
2. Will refuse to sell marijuana products to a consumer if, in the opinion of a Bella Luna Agent based on the information available to the agent at that time, the consumer or public would be placed at risk.
3. Will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.
4. Will not sell or offer for sale marijuana products containing nicotine.
5. Will not sell or offer for sale marijuana products containing alcohol.

Protocols

Pursuant to 935 CMR 500.140(6) Bella Luna:

1. Will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
2. May utilize a sales recording module approved by the DOR.
3. Will not utilize software or other methods to manipulate or alter sales data.
4. Will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Bella Luna will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Bella Luna determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - a. It will immediately disclose the information to the Commission;
 - b. It will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - c. Take such other action directed by the Commission to comply with 935 CMR 500.105.
5. Will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
6. Will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product



sales, and non-marijuana sales.

7. Understands that the Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Bella Luna will make available educational materials about marijuana products to consumers. We will have an adequate supply of current educational material available at all times for distribution. These materials will be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually and hearing-impaired. These materials will be made available for inspection by the Commission upon request. These educational materials will include at least the following:

1. A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
2. A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
3. Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
4. Materials offered to consumers to enable them to track the strains used and their associated effects;
5. Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
6. A discussion of tolerance, dependence, and withdrawal;
7. Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
8. A statement that consumers may not sell marijuana to any other individual;
9. Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
10. Any other information required by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed by Bella Luna that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Consumer Access to the Facility

Customers/consumers access to the facility will be done through the main entrance. The main entrance is locked at all times and the customer must present an authorized government issued ID card to either a Bella Luna Agent (“Agent”) or to a video intercom located adjacent to the entrance door. Once that valid ID is presented and verified the interior door will be opened and the customer can access the retail area.

The waiting areas is, in essence, a mantrap where the customer must go through another secure door to access the sales floor. In the waiting area an Agent will take the ID and verify that the ID is valid and that the customer is 21 or older.

1. To verify a customer is 21 or older an Agent must receive and examine from the customer one of the following authorized government issued ID Cards;



1. Massachusetts Issued driver's license
 2. Massachusetts Issued ID card
 3. Out-of-state driver's license or ID card (with photo)
 4. Passport
 5. U.S. Military I.D.
2. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by Bella Luna.
 1. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Agent must use the **FLAG** methodology of ID verification.

F. Feel

- Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document).
- Feel for information cut-out or pasted on (especially near photo and birth date areas).
- Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture.

L. Look

- Look for the State seals or water marks.
- Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't typically change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person's apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.
- If needed, compare the ID to the book of Government Issued ID's.

A. Ask

- Agents should question of the person, such as their middle name, zodiac sign, or year of high school graduation, for example the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

G. Give Back

- If the ID looks genuine, give the ID back to the customer and allow entry.



3. If the customer does not have a valid ID or for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.

For security reasons there will be a limit on the number of customers in the sales area. This number will be determined prior to opening.

Access to the Sales Floor

On the sales floor customers will have access to marketing material, educational material and displays of non-marijuana products. There will also be video monitors located in the sales area showing the menu of items.

Agents are encouraged to engage customers in conversation and allow them to ask questions about the products, delivery methods and other product questions.

If a customer does not speak English or is visually or hearing impaired the Retail Manager or designee will be notified. Pursuant to our Interpreter Policy and Procedure the Retail Manager or designee will implement our interpretation procedure:

1. For customers who require language assistance, we will provide telephone interpretation services. This service connects a live human interpreter via phone. During these appointments, interpretation is consecutive which means the interpreter waits until the speaker is finished to convert what was said from one language to another.
2. For visually impaired customers we will have our forms and education materials transcribed in a process that meets or exceeds the standards set forth by the Braille Authority of North America (BANA) and Unified English Braille (UEB).
3. Our Agents will also offer verbal translation of the material in a confidential area to all visually impaired customers.
4. For the hearing-impaired customers, we will contract with a service provider that offers video interpretation in American Sign Language.

(Note: Additionally, Bella Luna will give hiring preferences to applicants who are competent in American Sign Language.)

At the sales counter customers will have their ID's scanned again at the POS station and their data (name, address, and DOB) will be collected in the system. A first-time customer may be asked other questions regarding their product preferences, usage habits or other data. They will also be given customer education materials if they wish.

Bella Luna will only sell marijuana and marijuana products that are pre-packed for individual sale. Customers will place their order with the sales agent. The sales agent will:

1. Retrieve the requested products from the secure, lockable storage cabinet.
2. Once the entire order has been retrieved the Sales Agent will enter or scan each individual stock keeping unit (SKU) into the POS System.
3. Our POS system will not allow over 1 ounce of marijuana flower product or more than 5 grams of concentrate to be entered into a single transaction.
4. After the order has been entered into the POS system the customer will pay the Agent in cash or electronically with a Debit Card (if allowed).
5. Before placing the contents of the order into an exit-bag the Sales Agent will confirm that each



individual item is contained in a Child-resistant package.

6. The Sales Agent will then place the order in an exit bag, staple the bag closed and give the order and the paper receipt to the customer.

After the sale has been completed the customer will exit through the exit door.



Plan to Obtain Marijuana and Marijuana Products *Standard Operating Procedure*

Background

Once Bella Luna, LLC (“Bella Luna”) is fully licensed, we will be authorized to purchase and transport cannabis or marijuana products from Licensed Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Bella Luna will execute written agreements outlining Wholesale Sales agreements for marijuana and marijuana products from other licensed marijuana facilities. Bella Luna has dedicated capital to fund the wholesale purchase of marijuana and marijuana products to supply our retail facility appropriately.

Plan

In sourcing marijuana and marijuana products from other authorized Marijuana Establishments, Bella Luna will follow the following guidelines and prior to executing any order for the purchase of marijuana or marijuana products. Bella Luna will:

1. Require documentation that the source Marijuana Establishment (“ME”) is properly licensed and in good standing with the Commission.
2. If the product from the source ME is pre-packed for retail sales, the source ME must provide documentation that the packaging and labeling is compliant with the Regulations and approved (if applicable) by the Commission.
3. The source ME must attest that any marijuana or marijuana product that will be sold to Bella Luna has passed the required laboratory testing and be able to provide testing results from the Marijuana Testing Lab prior to receipt of the product.



Plan to Positively Impact Areas of Disproportionate Impact

Bella Luna, LLC. (“Bella Luna”) is committed to do our part to positively impact areas of disproportionate impact. Our plan focuses on employment and the use of suppliers, contractors and partners who have been historically harmed by marijuana prohibition.

Bella Luna is approximately 5 miles away from Lowell which has been designated as an “Area of Disproportionate Impact” by the Commission. It is our plan to engage employees, suppliers, contractors and other partners from Lowell when possible.

Bella Luna will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure that Bella Luna promotes and encourages full participation in company operations by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities while supporting Bella Luna’ mission.

Plan for Positive Impact Populations (“Plan Populations”):

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

EMPLOYMENT PRIORITY PLAN

GOAL: Positively impact areas of disproportionate impact by providing good-paying jobs with benefits and to develop long-term career opportunities.

PROGRAMS FOR ACHIEVING GOALS:

Our goal is to hire ~15% of our employees that meet the criteria of the Plan Populations described above.



Hiring Priority-

1. Priority will be given to the following group:
 - a. Residents from areas of disproportionate impact, with an additional priority given to Lowell residents;
 - b. Commission-designated Social Equity Program participants;
 - c. Massachusetts residents who have past drug convictions; and
 - d. Massachusetts residents with parents or spouses who have drug convictions.

MEASUREMENT AND ACCOUNTABILITY:

1 year from receipt of Final License, and annually thereafter Bella Luna, will produce a full report on all attempts to hire, actual hires, from where the hires came from, the hires training, pay, benefits, and advancement. This report will be made available to the Commonwealth of Massachusetts, the Town of Tewksbury and the City of Greenfield. The data will also be used as an evolving tool for Bella Luna to determine the best hiring practices to reach our stated goals above. Bella Luna Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.

Cannabis Partner Plan-

Bella Luna will engage and contract with other cannabis establishments who meet the Plan Populations outlined previously in this plan.

GOAL: To positively impact areas of disproportionate impact by partnering with cannabis establishments and businesses whose owners or majority of its employees meet the Plan Populations outlined previously in this plan.

PROGRAMS FOR ACHIEVING GOALS:

To the extent possible and reasonable, Bella Luna plans to utilize cannabis establishments who meet the criteria outlined above. We will give preference to these businesses when choosing our partners.

1. It is our goal that ~15% of our wholesale cannabis vendors will be sourced locally from Lowell or whose owners or employees are individuals who qualify for the Commissions Social Equity Program.
2. Bella Luna will make reasonable efforts to identify and source Cannabis Establishments and Wholesale Partners who meet the Positive Impact Population criteria.
 - a. Preference will be given to these businesses.

MEASUREMENT AND ACCOUNTABILITY:

One year from receipt of Final License, and annually thereafter Bella Luna will produce an ongoing comprehensive report that details actions taken and outcomes achieved as related to the goals stated above. This ledger will be part of a report to be made available to the Commonwealth of Massachusetts, the Town of Tewksbury and the City of Lowell. Bella Luna Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.



DONATIONS

GOAL: To positively impact areas of disproportionate impact by making direct monetary donations and encouraging employee volunteerism through paid volunteer days.

PROGRAMS FOR ACHIEVING GOALS:

Bella Luna will make monetary donations to Lowell (or other areas of disproportionate impact) based non-profits on an ongoing basis.

Additional donations will be made that benefit areas of disproportionate impact, the amounts of these donations have not been determined. Once the company is stable in its finances and fiscal projections are more solid, these donations will increase.

MEASUREMENT AND ACCOUNTABILITY:

Bella Luna will produce a full report annually on all charitable donations including the number of hours that Bella Luna employees have volunteered. This report will be made available to the Commonwealth of Massachusetts and the Town of Tewksbury and the City of Lowell. Bella Luna Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.



Cash Management

Standard Operating Procedure

Operational Requirements

Bella Luna, LLC (“Bella Luna”) will have video cameras in all areas that may contain Marijuana or vaults or safes for the purpose of securing cash. The cameras will be directed at all safes, vaults, sales areas, and areas where cash is kept and processed.

Standard Security Measures

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.

Video cameras directed to provide images of areas where cash is kept, handled, and packaged for transport to financial institutions or Department of Revenue (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.

A written process for securing cash and ensuring transfers of deposits to the Marijuana Establishment's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities.

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.

Employee Process

Each cash-handling Agent will be trained in efficient and safe cash management techniques. Agents will be required to:

1. Never deal with large amounts of cash in front of customers.
 - a. For any cash transaction over \$500 a Sales Manager will be notified to oversee the transaction.
2. Never leave cash drawers open or unattended.
3. Use a counterfeit detection pen for all bills received that are \$20 or more and on any bill that is questionable.
 - a. If a suspected counterfeit bill is found the Security Agent and Sales Manager will be notified immediately.

Each cash handling Agent will be assigned an individual cash drawer for use at their assigned POS Station.

Agents will be held strictly responsible for balancing their drawers periodically during working hours and at the close of each shift.

1. The cash drawer must always remain closed and secure except when making transaction and during cash sweeps.

Sales Managers are responsible for the monitoring of the amount of cash in the POS stations and must make cash sweeps of any cash drawer that has over \$2,000 in cash.

1. Only a Sales Manager or able may perform a cash sweep of a cash drawer.
2. The cash sweep must be done in the Cash Room or Managers office.
3. All cash sweeps must be done on camera.
4. The Agent assigned to the cash drawer will witness the counting of the cash.
5. A “cash sweep receipt” will be attached to the cash and deposited into the Cash Safe.



6. A duplicate receipt will be placed in the cash drawer.

Cash Counting

All cash transactions and cash counting must be completed within full view of a security camera.

The counting of bulk cash will be done using a money counting machine.

The Sales Manager will ensure that no less than 4 counts of each cash drawer are conducted each day. These counts include:

1. Beginning of day starting cash
2. End of day balancing of drawers
3. End of day consolidation of cash from each drawer
4. Final counting, sorting, and stacking by the Sales Manager before the cash is deposited in the cash safe.
5. Periodic counts at the manager's discretion

All counts of cash in drawers during the day are to be written down in a log and signed by the Agent who made the count.

At the end of each business day, all cash must be counted by two individuals who must each log their final tallies and sign their entries in the cash log.

From time-to-time Bella Luna management will conduct periodic checks and audits that are unscheduled of cash handling Agents.

All cash transactions will be conducted through our Point of Sales (POS) System, which is also our secondary inventory control system.

1. All POS transactions will be recorded and stored in a database that will be reviewed by the Sales Manager at the close of each business day.
2. The Bella Luna management team will periodically audit all POS transaction records to ensure accuracy and prevent theft.

All cash that is not assigned to a cash drawer will be stored in the cash safe.

1. Access to the safe will be granted to only those Bella Luna management Agents who require access for the performance of their job duties.
2. A "cash safe access log" will be created and any Agent accessing, depositing, or removing cash must fill the log out.

Bella Luna will have a contract to deposit funds with Needham Bank. Transporting and Depositing of Cash will be done through a 3rd party secure cash transportation vendor that is approved by Needham Bank. All cash deposits will be brought to the Needham Bank depository per their cash transportation policy.

1. Cash pickups will be scheduled by Security who will only notify required management staff the day of a pickup.
2. Cash being deposited in the bank will be counted twice, by two different management team members, and placed into the bank issued, dual-pouch, tamper resistant depository bags.
3. Whenever possible cash pickups should be scheduled when the Retail Dispensary is closed.
4. The 3rd party vendor will arrive at the employee entrance and request access to the shipping and receiving entrance.
 - a. The driver will be logged into the visitor's log, be issued a visitor's badge and be escorted to the vault where the cash will be turned over.



- b. The driver will sign a receipt showing the amount of cash, number of depository bags and the date and time of the cash pickup.
- c. The driver will be escorted back to their vehicle, return the visitor badge, and be logged out of the visitor log.
- d. Security personnel will perform a check of the outside areas with the CCTV system.
- e. The driver will leave the facility.



Waste Disposal

Standard Operating Procedure

Purpose

Bella Luna, LLC (“Bella Luna”) is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

Waste Disposal Requirements

Litter and waste will be properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests.

All waste, including waste composed of or containing finished marijuana, shall be stored, secured, and managed in accordance with state and local statutes, ordinances, and regulations.

It is the responsibility of the owners, managers, and employees to ensure that when marijuana is disposed of, that a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons who are present during the disposal, and document with their signatures is kept.

The General Manager is responsible for maintaining all waste records for a period of 2 years.

The Floor Manager and Inventory Supervisors will ensure that marijuana waste and non-marijuana waste is kept and stored separately.

The Inventory Supervisors will ensure all waste and marijuana waste that is rendered unusable is disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state of Massachusetts.

Our waste management system is compliant with 935 CMR 500.105(12).

Marijuana Waste Collection and Tracking

1. The Floor Manager will ensure the collection of all marijuana waste is tracked and documented. We expect marijuana waste will only be generated by:
 - a. Marijuana products that are returned by consumers.
 - b. Expired Marijuana.
 - c. Marijuana products which packages have been compromised.
 - d. Marijuana products which have otherwise been determined to not be sold.
2. Marijuana Waste will be determined by the Inventory Supervisor.
3. All marijuana that is determined to be marijuana waste:
 - a. Will be placed into plastic or mylar bags and sealed.
 - b. Be entered into the Seed to Sale system, and METRC.
 - c. Be labeled as Marijuana Waste.
 - d. Placed in a hermetically sealed container in the vault to await destruction.

Marijuana Waste Disposal

1. Waste is managed by the Inventory Supervisor.



2. All waste must be logged in the Waste Log prior to being placed into the waste bin.
3. Product can only be wasted when the Inventory Supervisor is on duty.
4. The Inventory Supervisor must schedule and coordinate the time of waste and destruction with the General Manager.
5. Products that can be stored in the Waste Bin for wasting/destruction:
 - a. Damaged Products
 - *Example: broken packaging, leaking cartridges.*
 - b. Contaminated Products
 - *Example: flower that does not meet quality control standards.*
 - c. Expired Products
 - *Example: Products in stock or are returned and are past their expiration date.*
 - d. Returns
 - *Example: Unused, excess, contaminated, or marijuana products from a customer.*
6. Storage of Marijuana and Marijuana Products for the Wasting and Destruction Process.
 - a. Marijuana or marijuana products identified as waste will be handed over from the Floor Manager to the Inventory Supervisor.
 - b. Marijuana or marijuana products identified as waste will be stored in the Waste Bin.
 - c. Waste information is recorded on the Waste Log.

Flower Waste:

1. Weigh on a certified scale on camera.
2. Record the weight in grams in the Waste Log.

Non-Flower Waste:

1. Edibles, cartridges, topicals, etc.
2. Remove product from packaging. If necessary, use a plastic bag to protect the scale from product contamination.
 - a. Weigh on certified scale on camera.
 - b. Record the weight in grams in the Waste Log.
 - c. Record the number of units “each” on the Waste Log.

Waste is secured in the “marijuana waste” bin, logged in the Waste Log and stored until destruction by the Inventory Supervisor and the General Manager.

At no time will the contents of marijuana or marijuana products be combined with another marijuana or marijuana product. All marijuana and marijuana products will be stored individually throughout the storage and Wasting/Destruction process.

Wasting and Destruction Process:



Two agents must witness & document any destruction of marijuana.

1. Documentation will be made on the Waste Log.
 - a. Marijuana waste shall be ground and mixed with other organic material (310 CMR 16.02) rendering it unusable for original purpose.
 - b. For flower and hard edibles (pucks, lozenges, hard candy, bars, confections and other products that can be ground) the Inventory Supervisor or designee will use the waste grinder and grind the product so that it is unusable or unrecognizable.

Once the products have been ground, the Inventory Supervisor or designee will mix the waste product with at least an equal weight of inert material such as dirt, cat litter, or sand so that the resulting mixture renders any marijuana unusable for its original purpose.

- a. For edibles or other marijuana products that cannot be easily ground in the waste grinder (chews, caramels, rosin, etc.), the Inventory Supervisor or designee will place these products in a plastic bag and mix with an inert material such as dirt, cat litter or sand and knead the marijuana products into the inert material so that it is unusable and unrecognizable.

Once the products have been kneaded into the inert material, the Inventory Supervisor or designee will mix the waste product with at least an equal weight of additional inert material such as dirt, cat litter, or sand so that the resulting mixture renders any marijuana unusable for its original purpose.

- a. For vape carts, the Inventory Supervisor or the designee will place each vape cart that is slated for destruction in one or more plastic bags and destroy the vape cart with a hammer or pliers making the vape cart unusable.

Once the vape carts have been destroyed, the Inventory Supervisor or designee will mix the waste product with at least an equal weight of inert material such as dirt, cat litter, or sand so that the resulting mixture renders any marijuana unusable for its original purpose.

- a. For liquid marijuana products, the Inventory Supervisor will empty the liquid contents into a separate container and add an equal or greater amount of inert material such as dirt, cat litter, or sand so that the resulting mixture renders any marijuana unusable for its original purpose.
 - b. After the product is rendered unusable and destroyed, the product will be secured into a plastic trash bag and placed within the appropriate trash container in the garage. The trash container must be locked at all times, except for time it takes to fill or empty.
2. The destruction of marijuana waste must be tracked by the Inventory Supervisor on the Waste Log and signed by the General Manager.
 - a. An electronic copy of the Waste Log will be maintained by the Inventory Supervisor in Metrc.
 3. Metrc Adjustment:
 - a. Adjustment will only take place after waste has been destroyed and removed from the building. Returns will not have a corresponding Metrc adjustment but still must be recorded on the Waste Log.



b. Include a note with the following information.

- *Date*
- *Type*
- *Quantity*
- *Manner of Wasting and Destruction*
- *Location of Wasting and Destruction*
- *Location of Wasted Product disposal*
- *Agents' names present during destruction.*