



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100103
Original Issued Date: 02/11/2021
Issued Date: 02/11/2021
Expiration Date: 02/11/2022

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Bracts & Pistils, LLC

Phone Number: 508-517-9964 Email Address: bractsnpistils@gmail.com

Business Address 1: 77 porter street Business Address 2:

Business City: brockton Business State: MA Business Zip Code: 02301

Mailing Address 1: 77 porter street Mailing Address 2:

Mailing City: brockton Mailing State: MA Mailing Zip Code: 02301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role: Manager

First Name: Rhonda Last Name: Laflamme Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Two Buds, LLC Entity DBA:

Email: gdaniels@twobuds.farm Phone: 781-910-1128

Date generated: 11/18/2021

Address 1: 1 Liberty Square, Suite 410		Address 2:	
City: Boston	State: MA	Zip Code: 02109	
Types of Capital: Debt	Other Type of Capital:	Total Value of Capital Provided: \$5000	Percentage of Initial Capital: 95
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 144 West Britannia Street		Establishment Address 2: Bldg 4 Units 5&6	
Establishment City: Taunton	Establishment Zip Code: 02780		
Approximate square footage of the establishment: 416	How many abutters does this property have?: 73		
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes			

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Ordinances.pdf	pdf	5f298b03f4c60d645c963fca	08/04/2020
Community Outreach Meeting Documentation	Community Outreach Attestation.pdf	pdf	5f2b259224445b68a61fdb65	08/05/2020
Certification of Host Community Agreement	Signed HCA Attestation.pdf	pdf	5f32f72ea23bf5686067a86e	08/11/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	5f36ea9dcc687b07b26116f5	08/14/2020

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role: manager
First Name: rhonda	Last Name: laflamme Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify)	Other Role: Capital Funding Source
Entity Legal Name: Two Buds, LLC	Entity DBA:
Date generated: 11/18/2021	

Entity Description: a Massachusetts Company that has been granted a cultivation, manufacturing, and retail license in Rockland

Phone: 781-910-1128

Email: gdaniels@twobuds.farm

Primary Business Address 1: 1 Liberty Drive

Primary Business Address 2: suite 410

Primary Business City: Boston

Primary Business State: MA

Principal Business Zip

Code: 02109

Additional Information: Two Buds, LLC is a Massachusetts company owned by Grover Daniels and David Crowley. Two Buds has received 3 licenses to operate a cultivation, manufacturing, and retail operation in Rockland MA. My husband Roy LaFlamme, myself and Grover have become good friends since their meeting at a METRC seminar at One Ashburton Place in Boston in 2018.

Two Buds is very much committed to being a leader in the Massachusetts Cannabis Industry by creating a diverse and inclusive workforce and forward thinking with technology and active community engagement.

Bracts & Pistils, LLC (B&P) an EE, SE has borrowed \$5,000 (five thousand dollars) from Two Buds to begin its operations in Taunton. Over the last twelve months Grover, Roy and myself have collaborated on B&P's opportunities to enter into the Mass Cannabis business. B&P has decided that the delivery business is a perfect fit for them to start and is applying for a Delivery license.

Two Buds has no equity and no indirect or direct control. Two Buds is a wonderful resource for business advice and start-up capital. B & P can repay the loan to Two Buds at any time with no future obligation of any kind whatsoever. However, both Two Buds and B&P intend to enter into a Delivery agreement in the future that must be approved by the CCC.

Two Buds is developing a unique software technology specifically designed for Massachusetts Delivery of which we have provided feedback to Two Buds. B&P has not formally committed to any delivery agreements or software platforms at this time.

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	COGS 052620.pdf	pdf	5efba74b8a595d6c10258a00	06/30/2020
Secretary of Commonwealth - Certificate of Good Standing	SEC COGS 63020.pdf	pdf	5f03778e8a595d6c1025959b	07/06/2020
Department of Unemployment Assistance - Certificate of Good standing	DUA COGS 80420.pdf	pdf	5f298cac0754a56476283d39	08/04/2020

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Op Agreement.pdf	pdf	5f0385ebbda1197ad793d899	07/06/2020
Articles of Organization	Articles of Organization.pdf	pdf	5f03890d1807fa7aabfdd883	07/06/2020

Massachusetts Business Identification Number: 001320874

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Summary of Business Plan.pdf	pdf	5ed04edc7204843e4b99248c	05/28/2020
Plan for Liability Insurance	CCC Proof of Insurance - BP[739].pdf	pdf	5ed051fe4e781a4a7c39d3ee	05/28/2020
Proposed Timeline	Proposed Timeline to be Operational.pdf	pdf	5f29902224445b68a61fd761	08/04/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security.pdf	pdf	5ed8095a2d9da4181de9d49f	06/03/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5ed809866f370e24fce3cdf2	06/03/2020
Storage of marijuana	Storage.pdf	pdf	5ed8099fe4107825079d0059	06/03/2020
Transportation of marijuana	Transportation.pdf	pdf	5ed809b020b47424dbd864a3	06/03/2020
Personnel policies	Personnel Policies.pdf	pdf	5ed809ffea7a9324e64641f5	06/03/2020
Record-keeping procedures	Record Keeping Procedures.pdf	pdf	5ed80a1c2d9da4181de9d4a3	06/03/2020
Maintenance of financial records	Maintenance of Financial Records.pdf	pdf	5ed80a2c3114301800251533	06/03/2020
Qualifications and training	Description of Qualifications and Intended Training of ME Agents.pdf	pdf	5ed80a77721f40180b7307a4	06/03/2020
Delivery procedures	Delivery Procedures resubmitted.pdf	pdf	5ee29217a7d30c17f541697b	06/11/2020
Dispensing procedures	Dispensing Procedures resubmitted.pdf	pdf	5ee292253114301800252abf	06/11/2020
Inventory procedures	Inventory resubmitted.pdf	pdf	5ee29232e4107825079d16b5	06/11/2020
Quality control and testing procedures	Procedures for Quality Control and Testing of Product for Potential Contaminants resubmitted.pdf	pdf	5ee292606f370e24fce3e39d	06/11/2020
Energy compliance plan	Energy Conservation and Efficiency Plan 72020.pdf	pdf	5f243c10a23bf5686067900c	07/31/2020
Diversity plan	Diversity Plan.pdf	pdf	5f36ecf17116b407de652b9c	08/14/2020

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close

associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Plan to remain Compliant with local Ordinances

Bracts & Pistils will be compliant with all local codes, ordinances, and bylaws for the physical address of the Marijuana Establishment, which shall include, but not be limited to, the identification of all local licensing requirements for the adult use of Marijuana. (500.101.1(a)10)

Taunton City Ordinances and Bylaws require a Special Permit filed with the City's Planning and Conservation Board but issued by the City Municipal Council and a license to operate issued by the same Municipal Council. (City Of Taunton, Section II, Chapter 222)

Bracts & Pistils will not advertise on any billboards, or any other public signage, which fails to comply with all state and local ordinances and requirements. (500.105.4(b))

B&P will mitigate noise, odors, and comply with outdoor smoking laws, ordinances, or bylaws.

B&P will ensure all recyclables and waste, including organic waste composed of or containing Finished Marijuana and Marijuana Products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles belonging to B&P located on the premises shall be locked and secured as to prevent unauthorized access. (500.105.12(a))

B&P shall ensure limitations on the time for sales of Marijuana or Marijuana Products shall comply with all municipal bylaws and ordinances unless otherwise explicitly authorized by the municipality, sales shall only occur between the hours of 8:00 A.M. and 9:00 P.M. (500.141.4(d))

B&P shall place limitations on the time for delivery shall comply with all municipal bylaws and ordinances, provided however, that all deliveries of Marijuana or Marijuana Products must be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and deliveries of Marijuana or Marijuana Products shall not occur between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance. (500.145.1(i))

B&P will keep a database of all municipalities allowing delivery per the CCC's Municipality Tracker as well as periodically review local ordinances in coverage areas.

B&P will ensure an emergency response plan will be filed with the Fire Department and the Police Department in accordance with MGL c. 94G, § 12(h) and that said plans are approved.

B&P will provide the Taunton Police Department a security plan detailing security measures to ensure patron and community safety and to eliminate unauthorized access to the premises has been submitted to and approved by the Police Department.

No license shall be transferred without the prior written consent of the Municipal Council.

All licenses must be posted under glass or equivalent protective surface and shall be posted on the licensed premises in a clear and conspicuous manner so that the same may be easily observed by a local inspector from a publicly accessible space.

The hours of operation of a marijuana establishment shall be set by Municipal Council in the special permit.

Records that are required to be kept by state law or regulation of marijuana purchased and sold must be available when requested by members of the Municipal Council, Police Department, local enforcement officer, or any other authorized person or entity.

Within 30 days of receiving a renewal license from the Massachusetts Cannabis Control Commission, a marijuana establishment shall submit a copy to the Municipal Council.

B&P shall grant authority to inspect marijuana establishments for compliance and to enforce Taunton's ordinances and bylaws by the Building Commissioner, Zoning Enforcement Officers, Taunton Police Department, Taunton Fire Department, the Board of Health, the City Council and its authorized agents, or any other agency designated by the Mayor.

Every marijuana establishment must permit any such authorized person access for the purpose of lawful inspection as a condition of its license.

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): 7/23/2020
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:

7/9/20

b. Name of publication:

Taunton

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:

7/13/20

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:

07/15/2020

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - 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:

Bracts & Pistils, LLC

Name of applicant's authorized representative:

Rhonda D. LaFlamme

Signature of applicant's authorized representative:

Rhonda D. LaFlamme

Publication Logo
Unavailable

Attachment A

Publication Name:
Taunton Daily Gazette

Publication URL:
www.tauntongazette.com/

Publication City and State:
Taunton, MA

Publication County:
Bristol

Notice Popular Keyword Category:

Notice Keywords:
Outreach

Notice Authentication Number:
202007271817314502879
1235185066

Notice URL:

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Notice Publish Date:
Thursday, July 09, 2020

Notice Content

144 West Britannia Street, Taunton

LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 23rd, 2020 at 7 p.m. via Zoom using this link <https://us02web.zoom.us/j/81194771663> or listen by phone by calling (646) 558-8656 and using Meeting ID: 81194771663

The proposed Delivery Only Marijuana Establishment is anticipated to be located at 144 West Britannia Street, Taunton, MA 02780. A brief presentation will be given outlining the proposed Delivery Only Marijuana Establishment. The public may submit questions prior to the meeting by submitting them by email to aquestionforus@gmail.com. All questions submitted by email prior to July 21st, 2020 will be answered during the virtual meeting. Please mute your mic upon entering the meeting until after the presentation. There will be additional time allotted after the presentation for further questions.

Meeting materials are available by PDF download prior to the meeting at <https://gofile.io/d/e9D5ga>

AD#13900548

TDG 7/9/20

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Attachment B

07/13/2020

Bracts & Pistils, LLC
77 Porter Street
Brockton, Ma 02301

Rose Marie Blackwell
City Clerk of Taunton
141 Oak Street
Taunton, Ma 02780

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 23rd, 2020 at 7 p.m. via Zoom using this link <https://us02web.zoom.us/j/81194771663> or listen by phone by calling (646) 558-8656 and using Meeting ID: 81194771663

The proposed Delivery Only Marijuana Establishment is anticipated to be located at 144 West Britannia Street, Taunton, MA 02780. A brief presentation will be given outlining the proposed Delivery Only Marijuana Establishment. The public may submit questions prior to the meeting by submitting them by email to aquestionforus@gmail.com. All questions submitted by email prior to July 21st, 2020 will be answered during the virtual meeting.

Please mute your mic upon entering the meeting till after the presentation. There will be additional time allotted after the presentation for further questions.

Meeting materials are available by PDF download prior to the meeting at <https://gofile.io/d/e9D5ga>

Items to be discussed will be at a minimum include 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.

Thank you,
Rhonda D. LaFlamme
Bracts & Pistils, LLC
Owner / Manager

07/15/2020

<address>

As a property owner(s) and an abutter within 300 feet of our proposed location we are reaching out to let you know our intentions and invite you to attend the following.

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 23rd, 2020 at 7 p.m. via Zoom using this link <https://us02web.zoom.us/j/81194771663> or listen by phone by calling (646) 558-8656 and using Meeting ID: 81194771663

The proposed Delivery Only Marijuana Establishment is anticipated to be located at 144 West Britannia Street, Taunton, MA 02780. A brief presentation will be given outlining the proposed Delivery Only Marijuana Establishment. The public may submit questions prior to the meeting by submitting them by email to aquestionforus@gmail.com. All questions submitted by email prior to July 21st, 2020 will be answered during the virtual meeting. Please mute your mic upon entering the meeting till after the presentation. There will be additional time allotted after the presentation for further questions.

Meeting materials are available by PDF download prior to the meeting at <https://gofile.io/d/e9D5ga>

Items to be discussed will be at a minimum include 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.

Thank you,
Rhonda LaFlamme
Bracts & Pistils, LLC
Owner / Manager

- 1.) Bracts & Pistils, LLC Virtual Community Outreach Meeting via Zoom on July 23rd, 2020 was announced and conducted as directed in the Administrative Order Number 2 dated April 27th, 2020. Attendance of the virtual Outreach Meeting was 4 by video and 2 by telephone. We only received one email with questions prior to the Meeting. We answered all of the individual's questions in that email by responding directly by email, and again during our presentation. We also allowed questions to be asked after our presentation.

- 2.) The video of our Virtual Community Outreach has been submitted in compliance with CCC's Administrative Order No.2 dated April 27th, 2020. It has been emailed to the Licensing Department because the file from ZOOM is in the MP4 format and it's larger than 4 MB.

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

1. Name of applicant:

Bracts & Pistils, LLC

2. Name of applicant's authorized representative:

Rhonda Dee LaFlamme

3. Signature of applicant's authorized representative:

Rhonda D. LaFlamme

4. Name of municipality:

Taunton

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

Shauna L. O'Connell



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



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

rblackwell@taunton-ma.gov

8. Host community agreement execution date:

August 3, 2020

Plan to Positively Impact Areas of Disproportionate Impact

B&P acknowledges and is aware, and shall adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. In addition, any and all actions taken, or programs instituted, shall not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Target Areas and Populations

B&P will primarily focus its programming efforts on Areas of Disproportionate Impact surrounding its premises in Taunton and Southeastern Mass—including Abington, Wareham, Fall River, Walpole, Braintree, Brockton, Randolph, Mansfield, Quincy and any other so designated areas near where we may operate in the future.

B&P will target its programming efforts on past and present residents of the above-noted areas, giving preference to Massachusetts residents with non-violent cannabis offenses, Economic Empowerment designees and Social Equity Program participants.

Goals

1. B&P shall hire 75% of our staff from Areas of Disproportionate Impact and/or Massachusetts residents with prior non violent cannabis convictions.
2. B&P shall provide assistance to Social Equity, Economic Empowerment applicants, and all people of Areas of Disproportionately Impacted Areas by providing educational events and networking opportunities. B&P shall conduct at 4 events annually to help individuals from Areas of Disproportionate Impact enter the cannabis industry.

Programs

Hiring: B&P shall hire 7 individuals from across numerous Areas of Disproportionate Impact after the first day of commencing operations to fill positions created throughout the state

B&P shall develop an SOP that shall clearly state:

- Hiring preference shall be given qualified individuals from Disproportionately Impacted Areas.
- Job postings shall be circulated through workplace newsletters encouraging current employees to recommend individuals meeting the criteria stated above for employment.
- When searching for new employees B&P shall **ALWAYS** include language in the job posting to encourage affected individuals to apply.
- Additionally, B&P shall **ALWAYS** seek Massachusetts residents with past non violent cannabis convictions, Economic Empowerment and Social Equity designees, and all

people from Areas of Disproportionate Impact through targeted placement of such job openings.

- B&P shall advertise with the Career Services departments of Massasoit Community College, Bristol County Community College.
- B & P shall advertise quarterly with Mass Hire and the Department of Unemployment Assistance online resource *Job Quest*.

- **Licensing and Q&A Seminars:** B&P shall conduct bi annual seminars targeting an audience consisting of the affected populations, SE, and the EE community that are looking for assistance, coaching, and guidance on their path to licensure. These informational events will be attended and co hosted by our industry partners, professionals, and ME owners as well as B&P's own legal council to answer questions and offer assistance. Topics that will be covered shall be at a minimum;

- Business Plan Development presentations with one-on-one follow up
- Operating Plans, Policies, and Procedures Development presentations. What to look for when creating them for licensing.
- Navigating the License Process presentation; A realistic timeline and what to expect
- Presentations on finding suitable real estate, the municipal process, zoning, local bylaws and ordinances, and HCA negotiations.
- In depth past and present issues and obstacles faced trying to start a cannabis business in Massachusetts.

Each seminar shall be limited to 15 attendees. If we find the number of individuals that wish to register for a seminar far exceeds 15 we will make other facility arrangements to accommodate 50 attendees.

B&P shall advertise this seminar with the Career Services departments of Massasoit Community College, Bristol County Community College, on our website, and distributed to our employees through our monthly newsletter so they may attend or inform any individual that may be interested.

- **Industry Networking Events:** B&P shall coordinate, bi annually, along with our industry partners, leaders, and ME owners to host 'meet and greet' hiring and networking events. These events will be held within a designated Area of Disproportionate Impact. The primary focus will be to bring impacted individuals together with cannabis professionals in hopes of lowering barriers of entry into the cannabis industry. Our intent is to connect attendees with industry contacts and useful, meaningful, resources in a low stress, fun environment. As a sub goal we hope we can build a voluntary database for a free industry newsletter. This quarterly electronic periodical shall serve as an informative resource and a comprehensive industry job posting for the cannabis workforce, specifically to benefit affected populations throughout Massachusetts.

B&P shall advertise this networking event with the Career Services departments of Massasoit Community College, Bristol County Community College, on our website, and distributed to our

employees through our monthly newsletter so they may attend or inform any individual that may be interested.

Licensing and Q&A Seminars and Industry Networking Events shall be conducted on alternating 6 month intervals.

Metrics

1. B&P shall count the number of total hires from Areas of Disproportionate Impact combined with number hired of Massachusetts residents with prior non violent cannabis convictions. This number will be assessed from the total number of hires to ensure 75% of all hires meet this criterion to fulfill our goal.
2. B&P shall count the number of educational and networking seminars held each calendar year. Ensuring at least 4 events are held annually to meet our goal.

B&P shall compile additional extensive data in order to establish comparable statistics and demographics to identify and address the Positive Impact Plan's effectiveness. B&P shall collect this data in full compliance with all state and federal privacy protections and disclosure restrictions.

Periodic Overall Plan Review

B&P shall conduct quarterly assessments of our Diversity Plan's achievements and failures. Additionally, B&P shall adapt new strategies if needed at such time to correct any noticeable shortcomings in the following fiscal quarters to meet or exceed the Plan's stated goals.

B&P shall utilize these compiled findings and shall document them for review upon license renewal.

Bracts & Pistils, LLC Operating Agreement
2019

This Operating Agreement, dated effective as of November 30th, 2019 (Effective Date) is executed by **Rhonda D. LaFlamme** (the "Member"), having an address at 77 Porter Street, Brockton, MA, as the sole member of Single Member-Managed LLC, a limited liability company formed and existing under the laws of the Commonwealth of Massachusetts with its initial principal place of business at 125 Perkins Avenue, Brockton, MA (the "Company").

ARTICLE I

Organization, Powers, and Purpose

1.1 Organization. The Company has been organized as a Massachusetts limited liability company by the filing of a Certificate of Organization pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act").

1.2 Agreement, Effect of Inconsistencies with Act. This Agreement sets forth the terms and conditions under which the business and affairs of Company shall be conducted. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member executing this Agreement agrees to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the extent necessary to make the Agreement effective under the Act.

1.3 Name. The name of the Company is **BRACKTS & PISTILS, LLC** and all business of the Company shall be conducted under that name or an assumed or fictitious name or names approved of by the Member.

1.4 Effective Date. This Agreement shall become effective upon the above-established Effective Date.

1.5 Term. The duration of the Company is perpetual, or until such time as the Member elects to wind up the affairs and cease operation of the Company.

1.6 Purposes. The purpose of the Company is to carry on business permitted to be carried on by a limited liability company organized under the laws of the Commonwealth of Massachusetts, particularly businesses related to the delivery of cannabis and cannabis products.

1.7 Powers. The Company may engage in any lawful business permitted by the Act or the laws of the Commonwealth of Massachusetts or in any other jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purposes and to operate its business.

1.8 Fiscal Year. The fiscal year of the Company shall be January 1 ending December 31.

ARTICLE II

Management of Company

The Management and control of the business and affairs of the Company shall be vested in its sole Member, Rhonda LaFlamme, who shall have the right and power to manage, operate, and control the Company and to do all things which it may deem necessary or desirable for the Company or its business. The Member shall have the authority to negotiate and enter into all contracts or agreements as are required by 935 CMR 500 to own and operate a Licensed Marijuana Establishment in the Commonwealth of Massachusetts, including but not limited to: delivery agreements, real estate lease agreements, equipment purchases, and intellectual property licensing agreements, and software licenses.

2.1 Power to Bind the Company. Any action taken by the Member shall bind the Company and shall be deemed to be the action of the Company. The signature of the Member on any agreement, contract, instrument, or other documents shall be sufficient to bind the Company in respect thereof and exclusive evidence of the authority of the Member with respect thereto.

RNL

2.2 Reimbursement of the Member. All out-of-pocket expenses incurred by the Member on behalf of the Company in managing and conducting the business and affairs of the Company, including without limitation, accounting and tax preparation expenses, and other reasonable expenses incurred in the normal course of business including legal, brokerage, technical, administrative, and other services and advice as the Member may deem necessary or desirable shall be paid or reimbursed by the Company, as a Company expense.

ARTICLE III

Duties of Member; Liability of Member

3.1 Duty of Care. The Member's duty of care in the discharge of its duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, the Member shall be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports, or statements by any of the Company's agents, or by any other person, as to matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

3.2 Competitive or Interested Transactions. The Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member may enter into transactions that are similar to the transactions into which the Company may enter. The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction of the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction, in the reasonable discretion of the Member, is fair to the Company.

3.3 Liability of Member. The Member shall not be liable, responsible, or accountable in damages or otherwise to the Company or any agent or employee thereof, for any act or omission performed or omitted by it in good faith on behalf of the Company and in a manner reasonably believed by the Member to be within the scope of the authority granted to it by this Agreement and reasonably believed by the Member to be in the Company's best interests or not opposed to the Company's best interests, unless the Member shall have been found guilty of gross negligence or willful misconduct with respect to such acts or omissions by a court of competent jurisdiction.

ARTICLE IV

Capital Contributions and Liability of Member

4.1 Initial Capital Contribution. After the execution of this Agreement, the Member shall transfer to the Company, as the sole and entire consideration for its membership interest in the Company, the contribution set forth in Exhibit I annexed hereto (the "Initial Contribution").

4.2 Additional Capital Contributions. The Member is entitled, but not required, to make additional contributions to the capital of the Company.

4.3 Liability of the Member. The Member shall have no liability for the obligations, debts, and liabilities of the Company in its capacity as the Company's sole Member.

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ARTICLE V

Indemnification; Expenses

5.1 Indemnification. The Company shall indemnify the Member and the Member's agents for all costs, losses, liabilities, and damages paid or accrued by the Member or the Member's agents in connection with the business of the Company to the fullest extent provided or allowed by the laws of the Commonwealth of Massachusetts.

5.2 Advances. The Company shall advance costs of defense of any proceeding to the Member or the Member's agents.

ARTICLE VI

Distributions and Capital Allocations

6.1 Distributions. The Member may cause the Company to distribute its assets to the Member in such amounts and at such times as the Member may decide in its sole discretion, subject only to the provisions of the Act. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company. No other person, except a person or entity explicitly empowered by the Member by signed writing, shall have any right to direct any distribution of the Company's assets.

6.2 Allocations. Only the Member shall be entitled to allocations of profits and losses and to allocations of distributions of Company assets. No other person, except a person or entity explicitly empowered by member by signed writing, shall have any right to any such allocations.

ARTICLE VII

Transfers of Interests

7.1 Disposition of Membership Interest. Notwithstanding any other provision of this Agreement, the Member shall have exclusive authority to transfer all or a portion of its membership interest in the Company (including governance and financial interests) by signed writing, and upon such transfer, the transferee shall become a member of the Company without further action on the part of the transferee, the Company, or the Member. Any transfer by the Member of a portion of its membership interest in the Company shall be subject to any terms and conditions which the Member, in its discretion, deems appropriate.

7.2 Pledge of Membership Interest. The Member shall have exclusive authority to pledge all or any portion of its membership interest in the Company to any person at any time by signed writing. Any pledge by the Member of all or any portion of its membership interest in the Company shall be subject to any terms and conditions which the Member, in its discretion, deems appropriate.

7.3 Admission of Additional Members. The Member or its representative shall have exclusive authority to admit any person or entity as an additional member of the Company by signed writing. The membership interest in the Company of any additional member shall be subject to any terms and conditions which the Member, in its sole discretion, deems appropriate. Additional members shall be admitted to the Company only upon their execution of this Agreement, as it may be amended from time to time by the Member in its discretion.

7.4 Disclosure and Control. Notwithstanding the provisions contained in Article VII, any change of membership or transfer of control of the Company shall abide by the requirements established in 935 CMR 500 regarding disclosure of control persons and close associates. No change of membership, ownership, management, or control shall violate the license or control requirements as established by 935 CMR 500.

RDC

ARTICLE VIII

Dissolution and Termination

8.1 Dissolution. The Company shall be dissolved, and its affairs wound up, only with the signed, written consent of the Member.

8.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a Certificate of Cancellation has been filed with the Secretary of the Commonwealth.

8.3 Distribution of Assets on Dissolution. Except as required by law or contract, upon the winding up of the Company, the assets of the Company shall be distributed by the Member in its discretion.

8.4 Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company to the extent permitted by law have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining assets of the Company have been distributed. Upon the completion of winding up of the Company, a Certificate of Cancellation shall be filed with the Secretary of the Commonwealth. The Certificate of Cancellation shall set forth the information required by the Act.

ARTICLE IX

Miscellaneous

9.1 Amendments. This Agreement may be amended or modified from time to time with the written consent of the Member.

9.2 Entire agreement. This Agreement represents the entire understanding with respect to the operation of the business and affairs of the Company and supersedes all previous agreements and understandings, whether written or oral, with respect to the subject matter hereof.

9.3 Applicability of the Act. Except as otherwise expressly provided in this Agreement, all provisions of the Act as now in effect and as amended from time to time shall apply to the Agreement as if fully incorporated herein.

9.4 Governing law. This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts, and all disputes under or relating to this Agreement shall be resolved by the courts of the Commonwealth of Massachusetts.

9.5 Captions. Captions and Article headers in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions contained herein.

9.6 Incorporation of Certificate of Organization. The Certificate of Organization and the Exhibit referred to in this Agreement are incorporated in the Agreement and made an integral part hereof.

SIGNATURES and DATES

In witness of his or her acceptance of the above terms and conditions, the parties have duly signed and dated this Agreement as an instrument under seal.

MEMBER:


[Rhonda D. LaFlamme]

DATE:

10/30/2019

RNC

EXHIBIT I

INITIAL CAPITAL CONTRIBUTION

\$ 3500.00

RAN



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001320874

The date of filing of the original certificate of organization: 4/3/2018

1.a. Exact name of the limited liability company: BRACTS & PISTILS, LLC

1.b. The exact name of the limited liability company *as amended*, is: BRACTS & PISTILS, LLC

2a. Location of its principal office:

No. and Street: 77 PORTER STREET

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

THE PURPOSE OF FORMING THIS LLC IS TO FACILITATE APPLYING FOR A RECREATIONAL MARIJUANA LICENSE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROY E.LAFLAMME

No. and Street: 77 PORTER STREET

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RHONDA DEE LAFLAMME	BROCKTON BROCKTON, MA 02301 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RHONDA DEE LAFLAMME	PORTER STREET BROCKTON, MA 02301 USA

9. Additional matters:

10. State the amendments to the certificate:
CHANGE OF BUSINESS ADDRESS AND MANAGER

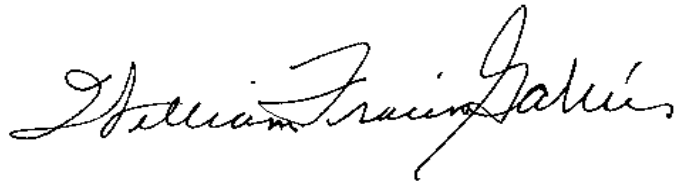
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of November, 2019,
RHONDA DEE LAFLAMME , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

November 07, 2019 11:37 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Summary of Business Plan

Bracts & Pistils has been registered as a Limited Liability Company in Massachusetts since April 2018 with the intent of entering the cannabis industry. Bracts & Pistils, LLC is applying for a *Delivery Only* license and is qualified as an Economic Empowerment and Social Equity applicant.

Our home office will be a small, secure, and discreet dispatch and call center manned by a few support personnel. We intend to have 4 to 6 vehicles staged throughout the South Shore with most of our employees working remotely where possible. Most likely we will park a vehicle or two at our home office overnight. Per regulations we will have approved site security. All of our vehicles will be commercially registered, inspected by the state and the CCC, unmarked, tracked by GPS, have multiple cameras, locked storage compartments for product and cash, be manned by two employees, and have constant communication with our dispatch office.

We foresee 98% of all our activity taking place outside of the office, elsewhere throughout the state. Deliveries will only be made in municipalities that have approved home delivery. Any and all undeliverable products will be returned to the originating retailer the same day.

We will build key relationships with outstanding retail partners by serving their customer's with excellence and professionalism. With the aid of Third Party software providers and technology we will exceed all state compliance measures and ensure smooth, seamless transactions from retail to the customer's home.



May 28, 2020

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

To Whom It May Concern,

Please allow this letter to serve as proof of insurance coverage in the licensing application process for Bracts & Pistils, LLC. We have engaged in the insurance application process with Bracts & Pistils, LLC and we are in the process of making submissions to multiple insurance carriers on their behalf. We anticipate securing coverage offers from multiple carriers meeting or exceeding all Massachusetts requirements under 935 CMR 500.105(10) as well as 935 CMR 500.145(4)(c).

If you have any questions please do not hesitate to contact Tom Rogers, Senior Vice President or Tim Leavitt, Vice President at **FBinsure**, (800) 734.6604.

Thank You,

A handwritten signature in black ink, appearing to read 'Thomas Rogers', is written over a light gray horizontal line.

Thomas Rogers
Senior Vice President
FBinsure

cc: Tim Leavitt, **FBinsure**

Personnel Policies

All potential candidates for employment, as well as every potential executive of B&P, will first undergo background checks as per 935 CMR 500.030(3) and 935 CMR 500.101(1)(b) prior to hiring. Upon successful completion of the background check and the receipt of their ME Agent Card, the new employee will commence working and will undergo training on B&P's Personnel and Security policies.

As per 935 CMR 500.105(1)(i), personnel policies will include, but not be limited to, the following:

- 1.) Alcohol, smoke and drug-free policies, per 500.105(k);
- 2.) A plan describing how confidential information and other records that need to be kept confidential are held (500.105(1)(l));
- 3.) Policies and procedures to promote workplace safety (500.105(1)(r));
- 4.) The creation of a Workplace Safety & Emergency Response Plan;
- 5.) A policy for the immediate dismissal, as per 500.105(9)(m) of any Marijuana Establishment Agent who has:
 - a) Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 - b) Engaged in unsafe practices with regard to operation of B&P, which shall be reported to the Commission; or
 - c) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the Laws of any Other Jurisdiction (500.032(1)(h));
- 6.) All new employees will take part in training prior to performing their job functions (500.105(2)(a));
- 7.) Members of our organization who are eligible will participate in the Social Equity Program established by the Commission, to obtain training and technical assistance on topics deemed appropriate by the Commission, as per 500.105(17).

Documentation of Personnel Paperwork

Accordingly, all personnel records will include 935 CMR 500.105(9)(d):

- 1.) All materials submitted to the Commission pursuant to 935 CMR 500.030(2) regarding marijuana establishment agent applications;
- 2.) Documentation of verification of references;
- 3.) Job descriptions for each employee and volunteer position, or employment contracts that include the Duties/ Authority, Responsibilities, Qualifications, and Supervision;
- 4.) Organizational staffing plans and charts consistent with the job descriptions;
- 5.) Documentation of all required training, including the CCC's Responsible Vendor Training (500.105(2b) and training regarding privacy and confidentiality requirements, with a 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;
- 6.) Documentation of periodic performance evaluations;
- 7.) A record of any disciplinary action taken; and
- 8.) Notice of completed responsible vendor and eight-hour related duty training.

Employee Security Policies

B&P will create, document, educate and train all employees on personal safety and crime prevention, as per 935 CMR 500.105 and CMR 500.100, as summarized below:

- 1.) Employee security policies, including personal safety and crime prevention techniques (500.105(1)(b)).
- 2.) Positively identify individual seeking access to the premises (500.110(1)(a).
- 3.) Securing all entrances to B&P to prevent unauthorized access (500.110(1)(d).
- 4.) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies (500.101(1)(j)).
- 5.) Establishing Limited Access Areas pursuant to 935 CMR 500.110(e), which shall be accessible only to specifically authorized members of Personnel.
- 6.) Keeping all safes, vaults, keys in secure, locked areas so as to prevent diversion, theft or loss (500.110(1)(g) and prohibiting keys from being left in locks or stored in a place accessible to others (500.110(1)(i).
- 7.) All of B&P's employees will be fully trained on the Incident reporting and Security Requirements, as per all regulations included within 500.110(8) and for Incident Reporting 500.110(9) and Security Audits 500.110(10). Serious incidents associated with theft or loss will be reported to the Commission and law enforcement agencies within 24 hours pursuant to 935 CMR 500.110(9) and will include the following, when applicable:
 - a) discovery of inventory discrepancies;
 - b) diversion, theft or loss of any Marijuana Product;
 - c) any criminal action involving or occurring on or in B&P Premises or Licensee or agent;
 - d) any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any Person;
 - e) unauthorized destruction of Marijuana;
 - f) any loss or unauthorized alteration of records related to Marijuana;
 - g) an alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by B&P;
 - h) the failure of any security alarm system due to a loss of electrical power or
 - i) mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Emergency Response

B&P will create emergency notification plans and operating procedures for both their home office and their Drivers. These will involve alarms within the facility and/or vehicles as we are committed to ensuring timely communication with our agents, the Commission, law enforcement, and emergency response professionals. We will ensure all equipment is kept in good working order and will maintain the systems on a routine basis.

Emergency Operating Procedures

An Emergency Operations Plan (EOP) is utilized when needed to organize the team during emergencies and disasters while providing for the safety and welfare of its staff and consumers (500.105(1)(j)). The

EOP addresses emergencies and disasters caused by natural or manmade events. The EOP includes the full range of complex and changing requirements prior to, during, and following an emergency or disaster. It sets forth lines of authority, communications plans, responsibilities and organizational relationships, and shows how all actions will be coordinated among the staff.

The Emergency plan will be shared with all employees during team meetings at least once a year. Documentation of this plan will at our home office, and may include:

- 1.) review of how to communicate with the local Office of Emergency Management (OEM);
- 2.) a review of evacuation destinations and directions;
- 3.) annual fire safety reviews;
- 4.) Evacuation maps;
- 5.) Procedures for sheltering-in-place, evacuation, fire hazards, and any other hazards specific to the region;
- 6.) Cross-training efforts and cross-coverage assignments;
- 7.) Designated staff and departmental emergency assignments;
- 8.) Supplies list:
 - a) Extra plastic eating utensils, paper plates, cups, garbage bags, and other dry goods supplies may be needed during an extended emergency;
 - b) Trash bags;
 - c) Flashlights; and
 - d) Communications equipment.

Security policies and procedures will be clearly listed within B&P's Human Resources manual and/ or B&P's Security manual. During on-boarding of new personnel, each employee will undergo Security training to become fully versed on all Security protocols that they may encounter while working at B&P.

Record Keeping Procedures

B&P will adhere to all policies and procedures to ensure record-keeping, including inventory, in compliance with 935 CMR 500.105 (9). B&P will make all records of our business available for inspection by the Commission, if requested.

We understand that written records are required and subject to inspection include, but are not necessarily limited to, any section of 935 CMR 500.000, in addition to the following:

- (a) Written Operating Procedures as required by 935 CMR 500.105(1);
- (b) Inventory Records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale Tracking Records for all Marijuana Products as required by

935 CMR 500.105(8)(e);

(d) The following Personnel records:

- 1.) Job descriptions for each employee and volunteer position, as well as an organizational chart consistent with the job descriptions;
- 2.) A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - a.) All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - b.) Documentation of verification of references;
 - c.) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d.) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e.) Documentation of periodic performance evaluations;
 - f.) A record of any disciplinary action taken; and
 - g.) Notice of completed responsible vendor and eight-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 M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

(e) Business records, which shall include manual or computerized records of:

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

- (f) Waste disposal records as required under 935 CMR 500.105(12); and
- (g) Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of B&P and in a form and location acceptable to the Commission.

B&P will work to ensure that procedures are put in place to start this documentation once a provisional license is obtained, and that they are completed and in-house upon opening. Some key items for our Delivery only service include:

Manifests

B&P will require the use of manifests throughout our delivery process. Every home delivery will have a manifest produced by the originating ME and provided to B&P with a delivery endorsement. The manifest shall be completed in duplicate, with the original manifest remaining with the originating Marijuana retailer, and a copy to be kept with B&P during the delivery. The manifest shall be signed by the consumer receiving the Marijuana or Marijuana product and by B&P's delivery driver/ Agent acting on behalf of B&P. The signed manifest will serve as the written record of the completion of the delivery (500.145(5)(a)).

The manifest will include, as per 500.145(5)(b):

- 1.) The originating Marijuana Retailer name, address, and License number;
- 2.) B&P's name and License number;
- 3.) The names of B&P's ME Agent numbers whom are performing the delivery;
- 4.) The consumer's name and address;
- 5.) A description of the Marijuana or Marijuana products being transported, including the weight and form or type of product;
- 6.) Signature lines for the agents who transported the Marijuana or Marijuana products;
- 7.) A signature line for the consumer who receives the Marijuana or Marijuana products
- 8.) The make, model and license plate number of the delivery vehicle.

The manifest shall be maintained within the vehicle during the entire transportation process, until all activities are completed (500.145(5)(c)). All transportation manifests shall be retained by B&P for no less than one year, and will be available to the CCC on request (500.145(5)(d)).

Body cameras/ video

As a Delivery Only Licensee, B&P will adopt all security measures to ensure that each B&P Delivery Agent will have on their body an operational camera during all times that they are outside of the delivery vehicle for the purposes of recording all deliveries, as per 500.110(8)(b).

We will maintain all video from these body cameras, confidentially and protected from disclosure to the full extent allowed by law, as per 500.110(8)(b)4.

Data security, records retention and record destruction policies for the body cameras' video will be compliant with the applicable federal and state privacy laws, including but not limited to:

- a) the Driver Privacy Protection Act, 18 USC § 2721;
- b) the Massachusetts Identify Theft Act, M.G.L. c. 93H; and
- c) 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth; and
- d) the Fair Information Practices Act, M.G.L. c. 66A.

The video of deliveries will be retained for a minimum of 30 days, or, with notice to B&P, for the duration of an investigation by the Commission or by law enforcement, whichever is longer, as per 500.110(8)(b)5. We understand that the Commission can obtain video from B&P as part of an investigation, and that they will consult with the Executive Director and to the extent possible, view the video at the place of storage.

B&P will not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third party not explicitly authorized by 935 CMR 500.000 to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and 6.b. (as defined here):

- 6a. B&P shall make video footage available to law enforcement officers acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.
- 6b. Nothing in 935 CMR 500.110(8)(6) Shall prohibit law enforcement from performing a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.

Unless the video is retained for investigative purposes, we shall erase or otherwise destroy the videos after a 30-day retention period.

Maintenance of Financial Records

The financial records shall be maintained in accordance with GAAP (generally accepted accounting principles), as per 500.105(9).

B&P will maintain its' business records in either a paper form or within its' computerized records, as per 500.105(9)(e) as follows:

The list of our financial records includes, but is not limited to, the following:

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

B&P shall keep adequate records of all transactions related to our Delivery Service. Upon a request of the records from the CCC, true and complete financial information will be promptly shared. Such records will be made available either at B&P's home office during normal business hours (at which time we will share copies with the CCC), or sent electronically to the intended person at the CCC.

Following the closure of B&P, all records will be kept for at least two years and in a form and location acceptable to the Commission.

Energy Conservation and Efficiency Plan

Bracts & Pistils will make every effort to conserve energy and resources as is feasible in our daily operations with a higher emphasis placed on alternative fuel vehicles as the company matures. Our intent is to build a fleet of Toyota Prius or similar hybrids, however, the initial capital outlay required makes this impossibility as a startup.

Flex fuel, hybrids, and fully electric vehicles drive acquisition costs at least a 1.5 times higher versus traditional gasoline powered vehicles. Additionally, all repairs and most routine maintenance can only be done by a certified dealer further increasing fleet costs. While trying to establish the company and capture market share these high tech vehicles are not a viable option.

B&P will begin operations with small compact fuel efficient vehicles averaging somewhere around 29 mpg city and 40 mpg highway. We will perform proper preventative maintenance and ensure the tires, tire pressures, and air filters are in such a state as to ensure top fuel efficiency. Furthermore, we will educate our delivery drivers of fuel efficient driving practices and techniques.

B&P foresees moving towards hybrids and the possibility of alternative fuel vehicles as charging stations become more common, battery mileage increases and technology progresses. It seems this may not be viable until year two or three of operations as the market is ever evolving and the unknown remains.

B&Ps dispatch office is a small efficient space of a much larger facility with shared water resources and utilities. A key feature when we chose which suite we wanted to lease was the fact that it has plenty of natural light available from windows.

Diversity Plan

B&P is committed to diversity and inclusion in all aspects of its business operations. B&P's diversity plan shall meet all objectives defined in the state's charge to the Cannabis Control Commission (M.G.L Ch. 94G §4) regarding encouraging full participation in the cannabis industry by diverse populations.

B&P acknowledges and is aware, and shall adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. In addition, any and all actions taken, or programs instituted, shall not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

B&P shall hire people of all ages, races, and backgrounds. Management shall lead by example and set in motion a plan to widen the experience, opportunities, and equity within the industry for all applicants.

B&P shall establish a diverse and inclusive workplace by encouraging any and all demographics to apply for employment, not just with our company, but in every aspect of the legal cannabis market. B&P shall also put measures in place to promote equity among the following demographics:

- Minorities
- Women
- Veterans
- People with disabilities; and
- LGBTQ+

Goals

- 1) B&P shall hire the following:
 - 50% women
 - 10% veterans
 - 30% minorities
 - 5% persons with disabilities
 - 5% LGBTQ+
- 2) B&P shall create 9 new positions after day one of commencing operations 7 of which shall that shall be filled by members of the above demographics.
- 3) B&P shall lower the barriers of entry and advancement in the cannabis industry by conducting 16 hours of classes annually which are specifically promoted and intended for the above demographics.

Programs

B&P's management team shall design and execute SOPs specific to advancing and maintaining our diversity and inclusion goals and initiatives. These programs shall include:

Recruiting — B&P shall develop an SOP stating that twice a year B&P shall conduct and/or participate in recruiting events and job fairs that focus on attracting individuals falling into the above-listed demographics. Additionally, the SOP shall state B&P shall contact the regional DAV organization, the local VA, municipal Veteran Affairs liaisons and ADA coordinators, and the Career Services departments at Massasoit Community College, and Bristol County Community College when job openings become available.

B&P Learning Center—B&P shall conduct 2 full days of classes annually. Each day will consist of (5), 90 minute classes. Classes shall be held at 6 month intervals. Classes shall be open to the public. Anyone interested in attending may register on our website. Classes shall be limited to 15 attendees each day. If we find the number of individuals that register for the classes far exceeds 15 at that point we will make other facility arrangements to accommodate 50 per day. Classes will cover a wide range of cannabis industry topics and operations. The curriculum shall be such as to develop skills to facilitate entry, diversity, inclusion, advancement and equity thru experience and education.

Classes conducted shall include but not be limited to:

- a) Introduction to Cannabis / Legal vs. Legacy / The History of Cannabis / How did we get HERE? To be followed by an open discussion with Q & A session.
- b) Industry Careers / An overview of cultivation, manufacturing, retail, research, testing and delivery positions. A summary of ancillary careers, and an in depth survey of entrepreneurship and licensing
- c) Cultivation: techniques, breeding theory, clones vs. seeds, plant training, identifying plant diseases, nutrient deficiencies, pest identification and management
- d) Organizational skills, record keeping, and business communications
- e) Local, State, and Federal Compliance and Taxes in cannabis

*Future curriculums will be adopted and developed using feedback from attendee and employee surveys

B&P shall implement a SOP outlining our program of promoting from within.

B&P shall develop a SOP outlining the creation of a workplace distributed newsletter that also states the frequency of such newsletter to be monthly. Said SOP shall set forth parameters for publishing known job openings with our industry partners as well as on our company website.

B&P shall utilize close personal and industry relationships to assist the entry and advancement of individuals within the cannabis space that meet the above listed demographics and attended our classes. Qualified candidates who have demonstrated comprehensive knowledge and drive that are

interested in entry or advancement in the cannabis industry will be actively recommended by B&P management for known openings with our industry partners and contractors.

Classes will be listed on our website and distributed amongst employees in a workplace newsletter. Additionally, B&P shall contact the regional DAV organization, the local VA, municipal Veteran Affairs liaisons and ADA coordinators, and the Career Services departments at Massasoit Community College, and Bristol County Community College when classes will be conducted.

Metrics

- 1) B&P shall count the number of hires who are minorities, women, veterans, LGBTQ+, and persons with disabilities. This number will be assessed against the total number of employees to ensure the percentages set in our goals are met.
- 2) B&P shall count the number of positions created since day one of commencing operations and assess them against how many of those positions are filled by the targeted demographics to ensure B&P is achieving its' goal of inclusion and diversity.
- 3) B&P shall count the number of class hours held and assess them ensuring are goal is met

B&P shall compile additional extensive data in order to establish comparable statistics and demographics to identify and address the company's diversity and inclusion profile. B&P shall collect this data in full compliance with all state and federal privacy protections and disclosure restrictions.

Periodic Overall Plan Review

B&P shall conduct quarterly assessments of our Diversity Plan's achievements and failures. Additionally, B&P shall adapt new strategies if needed at such time to correct any noticeable shortcomings in the following fiscal quarters to meet or exceed the Plan's stated goals. B&P shall utilize these compiled findings and shall document them for review upon license renewal.