



# Massachusetts Cannabis Control Commission

## Marijuana Product Manufacturer

### General Information:

License Number: MP281406  
Original Issued Date: 03/01/2019  
Issued Date: 02/10/2022  
Expiration Date: 03/10/2023

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Grass Appeal, LLC

Phone Number: 508-779-5106 Email Address: info@bvcannabis.com

Business Address 1: 79 River Road

Business Address 2:

Business City: Uxbridge

Business State: MA

Business Zip Code: 01569

Mailing Address 1: 79 River Road

Mailing Address 2:

Mailing City: Uxbridge

Mailing State: MA

Mailing Zip Code: 01569

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Hao

Last Name: Li

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control:

Role: Executive / Officer Other Role:

First Name: Andrew Last Name: Gold Suffix:

Gender: User Defined Gender:

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: Grass Appeal LLC Entity DBA: DBA City:

Entity Description: Owner and Licensee

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website:

Entity Address 1: Entity Address 2:

Entity City: Entity State: Entity Zip Code:

Entity Mailing Address 1: Entity Mailing Address 2:

Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

Relationship Description: Grass Appeal LLC is the Licensee.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Hao Last Name: Li Suffix:

Marijuana Establishment Name: Grass Appeal LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Uxbridge Marijuana Establishment State: MA

Individual 2

First Name: Hao Last Name: Li Suffix:

Marijuana Establishment Name: Grass Appeal LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Date generated: 02/01/2023

Establishment Address 1: 79 River Road

Establishment Address 2:

Establishment City: Uxbridge

Establishment Zip Code: 01569

Approximate square footage of the Establishment: 24000

How many abutters does this property have?: 15

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Baked Bean LLC Host Community Agreement Certification.pdf	pdf	5b5241a3ce21983ed7e4045c	07/20/2018
Plan to Remain Compliant with Local Zoning	Baked Bean LLC - Plan to Remain Compliant with Zoning.pdf	pdf	5b5242bdc0ef253ee143bbe5	07/20/2018
Community Outreach Meeting Documentation	Community Outreach Documentation - Baked Bean LLC (B&W).pdf	pdf	5bb2eb148e16bb4c374171e1	10/01/2018

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.: \$-1

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Baked Bean LLC Positive Impact Plan.pdf	pdf	5bb2ebd444729d4c559199aa	10/01/2018

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
First Name: Hao Last Name: Li Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Other Role:  
First Name: Andrew Last Name: Gold Suffix:  
RMD Association:  
Background Question:

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Letter of Good Standing.pdf	pdf	5b2bf20307462b506437a27a	06/21/2018
Articles of Organization	certificate of organization MA - baked bean llc.pdf	pdf	5b2bf2235617f143c98bb3e9	06/21/2018
Department of Revenue - Certificate of Good standing	certificate of good standing - tax.pdf	pdf	5b4f5fef4b1b3a3ec37eb8cc	07/18/2018
Bylaws	Operating Agreement - Baked Bean LLC.pdf	pdf	5bb426a02c8858559aa31abf	10/02/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Certificate for Grass Appeal LLC.pdf	pdf	61bb8470d2f0bb446ad240ca	12/16/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate for Grass Appeal LLC.pdf	pdf	61bb8476d3dd284475be2ba1	12/16/2021
Secretary of Commonwealth - Certificate of Good Standing	SOC Certificate for Grass Appeal LLC.pdf	pdf	61bb847fab6c7a4448908c4a	12/16/2021

Massachusetts Business Identification Number: 001324121

Doing-Business-As Name: Blackstone Valley Cannabis

DBA Registration City: Uxbridge

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline for Commencement of Operations (Manufacturing).pdf	pdf	61bb849c84fb17447c43bd56	12/16/2021
Business Plan	GA Business Plan.pdf	pdf	61bb84afd4f4b84609a57a0e	12/16/2021
Plan for Liability Insurance	GA Plan for Obtaining Liability Insurance.pdf	pdf	61bb84b5d3dd284475be2bab	12/16/2021

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	GA Methods Used to Produce Products.pdf	pdf	61bb84f97baa3f462ea46d4f	12/16/2021
Sample of unique identifying marks used for branding	GA Sample of Unique Identifying Mark.pdf	pdf	61bb85040183444639b5c838	12/16/2021
Types of products Manufactured.	GA Types of Products Manufactured.pdf	pdf	61bb8511922a104454b68cfb	12/16/2021

Restricting Access to age 21 and older	GA Restricting Access Plan.pdf	pdf	61bb85e684fb17447c43bd6c	12/16/2021
Security plan	GA Security Plan.pdf	pdf	61bb85f0d3dd284475be2bba	12/16/2021
Storage of marijuana	GA Storage Plan.pdf	pdf	61bb85fb84fb17447c43bd70	12/16/2021
Transportation of marijuana	GA Transportation Plan.pdf	pdf	61bb860690ca3b46232dfbaa	12/16/2021
Inventory procedures	GA Inventory Procedures.pdf	pdf	61bb860ed4f4b84609a57a2f	12/16/2021
Quality control and testing	GA Quality Control and Testing Procedures.pdf	pdf	61bb861890ca3b46232dfbae	12/16/2021
Dispensing procedures	GA Dispensing Procedures.pdf	pdf	61bb8630922a104454b68d0d	12/16/2021
Personnel policies including background checks	GA Personnel Policies.pdf	pdf	61bb864abccaf2464fd7eafd	12/16/2021
Record Keeping procedures	GA Recordkeeping Procedures.pdf	pdf	61bb865bd4f4b84609a57a37	12/16/2021
Maintaining of financial records	GA Plan for Maintaining Financial Records.pdf	pdf	61bb868abccaf2464fd7eb05	12/16/2021
Qualifications and training	GA Employee Qualifications and Training Plan.pdf	pdf	61bb86a290ca3b46232dfbbe	12/16/2021
Energy Compliance Plan	GA Energy Compliance Plan.pdf	pdf	61bb86aebf093f460253e44c	12/16/2021
Safety Plan for Manufacturing	GA Safety Plan.pdf	pdf	61bb86f9bccaf2464fd7eb0f	12/16/2021
Prevention of diversion	GA Prevention of Diversion Plan.pdf	pdf	61bb873b073d79445b0d36ae	12/16/2021
Plan to Obtain Marijuana	GA Plan for Obtaining Marijuana.pdf	pdf	61bb882f922a104454b68d23	12/16/2021

### 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 Understand

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 Agree

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 Agree

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN Progress or Success Goal 1

Description of Progress or Success: 2021 Updates:

In the past year, the Company has achieved the following milestones toward accomplishing the goals in its Positive Impact Plan:

- Established and is creating additional opportunities for internal growth for disproportionately impacted employees as the company scales into a vertical operation.
- Posted monthly internal notices for 3 months related to hiring for open positions.
- One of the Company's senior managers is a Social Equity Program Cohort #1 Member.
- Hosted a virtual job fair on April 9, 2021, which was convened via zoom. This virtual job fair was advertised on LinkedIn and in local newspapers.
- Posted employment opportunities in the Worcester Gazette (a periodical in an area of disproportionate impact) on February 17, 2021, March 16, 2021 and April 2, 2021.
- Established relationship with Last Prisoner Project.
- Donated to Elevate Northeast. See Exhibit A.
- Donated to Minorities for Medical Marijuana. See Exhibit B.
- Procured more than 10% of all inventory (based on active SKUs within Company's retail facility) from SS/EE/MBE/VBE/WBE suppliers, including Freshly Baked and Coast Cannabis.
- Hired a new employees from Worcester, an area of disproportionate impact.

### COMPLIANCE WITH DIVERSITY PLAN

#### Diversity Progress or Success 1

Description of Progress or Success: 2021 Updates:

In the past year, the Company has achieved the following milestones toward accomplishing the goals in its Diversity Plan:

- Established and achieved hiring over 25% of active staff who identify as LGBTQ+.
- Established and is creating additional opportunities for internal growth for diverse employees as the company scales into a vertical operation.
- Posted monthly internal notices for 3 months related to hiring for open positions.
- Formed a DEI Committee which includes the Company's owner and key managers including its retail manager. The DEI Committee meets quarterly to discuss how to incorporate DEI awareness and education into daily operations.
- One of the Company's senior managers is a Social Equity Program Cohort #1 Member.
- Hosted a virtual job fair on April 9, 2021, which was convened via zoom. This virtual job fair was advertised on LinkedIn and in local newspapers.
- Posted employment opportunities in the Worcester Gazette on February 17, 2021, March 16, 2021 and April 2, 2021.
- Established relationship with Last Prisoner Project.
- Donated to Elevate Northeast. See Exhibit A.
- Donated to Minorities for Medical Marijuana. See Exhibit B.
- Developing DEI training modules and plans to establish a robust DEI training program in 2022.

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	BVC - Explanation Regarding Product Manufacturing Data.pdf	pdf	61bb89157baa3f462ea46d94	12/16/2021

Name of Item: N/A Item Type: Edible MIP

Item Description: N/A

### HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 5:00 PM

Tuesday From: 8:00 AM Tuesday To: 5:00 PM

Wednesday From: 8:00 AM Wednesday To: 5:00 PM

Thursday From: 8:00 AM Thursday To: 5:00 PM

Friday From: 8:00 AM Friday To: 5:00 PM

Saturday From: 8:00 AM Saturday To: 5:00 PM

Sunday From: 8:00 AM Sunday To: 5:00 PM

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

### Applicant

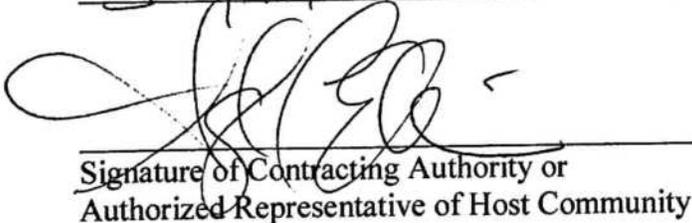
I, Rich Rainone, (*insert name*) certify as an authorized representative of Baked Bean LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the Town of Uxbridge (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 18, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Angeline Ellison, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Uxbridge (*insert name of host community*) to certify that the applicant and the Town of Uxbridge (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 18, 2018 (*insert date*).



Signature of Contracting Authority or Authorized Representative of Host Community

### **Plan to Remain Compliant with Local Zoning**

The Town of Uxbridge amended the towns zoning code at a town meeting on May 8, 2018 and May 9, 2018, to allow the cultivation, production and dispensing of marijuana for adult-use in the Industrial B business zone. Please see the attached town meeting warrant for reference.

Baked Bean LLC (the “**Company**”), is proposing to develop and operate a marijuana product manufacturing and transportation facility at 504 Quaker Highway. This site is located in the Industrial B business zone, which permits the operation of a marijuana product manufacturing and transportation facility (or Marijuana Establishment) by right pursuant to Section 400-23 of the zoning code and the table of use regulations for the Town of Uxbridge.

The Company has discussed its marijuana product manufacturing and transportation facility with town officials, including the building department, police department and fire department, and has appeared before the Board of Selectmen and entered into a host community agreement with the town.

The Company plans to continue to work with officials from the Town of Uxbridge to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and its CEO and founder, Rich Rainone will be responsible for ongoing compliance with local and state rules and regulations.

**Item 1**

Amend the Index of the Zoning Bylaws (under Chapter 400, ZONING BYLAWS, ARTICLE VI, Special Nonresidential Regulations), by deleting:

**§400-23          Reserved**

, and replacing it with the following:

**§400-23          Marijuana establishments, and medical marijuana treatment centers**

**Item 2**

Amend the list of districts (under Chapter 400, ZONING BYLAWS, ARTICLE II, Establishment of Districts, §400-7 Establishment), by deletion of the paragraph:

For the purpose of this By-Law, the Town is divided into the following zoning districts: Residence A (R-A), Residence B (R-B), Residence C (R-C), Agricultural (A), Business (B) and Industrial (I).

, replacing it with the following:

For the purpose of this By-Law, the Town is divided into the following zoning districts: Residence A (R-A), Residence B (R-B), Residence C (R-C), Agricultural (A), Business (B), Industrial A (I-A) and Industrial B (I-B).

**Item 3**

Amend references to existing Industrial zoning districts, (under Chapter 400, ZONING BYLAWS, ARTICLE VI, Special Nonresidential Regulations, §400-21 Adult Entertainment, C. Location and Uses), by deletion of the sentence:

Adult Entertainment establishments shall be permitted only in the Industrial zoning district, by special permit of the Planning Board.

, replacing it with the following:

Adult Entertainment establishments shall be permitted only in the Industrial A (I-A) and Industrial B (I-B) zoning districts, by special permit of the Planning Board.

Further amend references to existing Industrial zoning districts, (under Chapter 400, ZONING BYLAWS, ARTICLE X, Definitions, Uncodified Zoning By-Law Amendment Life Science and Life Science Technology, A. Life Science and Life Science Technology), by deletion of the sentence:

Life Science and Life Science Technology in the Town of Uxbridge shall be undertaken only in the following zoning districts; Industrial and Business zones.

, replacing it with the following:

Life Science and Life Science Technology in the Town of Uxbridge shall be undertaken only in the following zoning districts; Industrial A (I-A) and Industrial B (I-B) and Business zones.

**Item 4**

Amend the body of the Zoning Bylaws (under Chapter 400, ZONING BYLAWS, ARTICLE VI, Special Nonresidential Regulations) by deleting

**§400-23          Reserved**

, replacing it with the following:

**§400-23 Marijuana establishments, and medical marijuana treatment centers**

**A. Definitions**

Under Chapter 400, ZONING BYLAWS, the following definitions shall be provided:

1. Consumer - a person who is at least 21 years of age.
2. Host community – The Town of Uxbridge.
3. Host community agreement – an agreement setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center.
4. Marijuana - all parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in section 1 of chapter 94C of the Massachusetts General Laws; provided that Marijuana' shall not include:
  - a. The mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
  - b. Hemp; or
  - c. The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.
5. Marijuana cultivator - an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.
6. Marijuana establishment - a marijuana cultivator, marijuana testing facility, marijuana research facility, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.
7. Medical marijuana treatment center - shall mean an entity, as defined by Massachusetts law only, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers.
8. Marijuana testing facility - an entity licensed to test marijuana and marijuana products, including certification for potency and the presence of contaminants.
9. Marijuana research facility – an entity licensed to cultivate, purchase or acquire marijuana to conduct research regarding marijuana and marijuana products.
10. Marijuana products - products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products,

beverages, topical products, ointments, oils and tinctures.

11. Marijuana product manufacturer - an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.
12. Marijuana retailer - an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

**B. Number of Marijuana Establishments and Medical Marijuana Treatment Centers**

1. The maximum number of marijuana retailers shall be no more 20 per cent the total number of licenses which have been issued within Uxbridge for the retail of alcoholic beverages not to be drunk on the premises for the preceding fiscal year, or three in total, whichever the greater.
2. The maximum number of marijuana cultivators, marijuana testing facilities, research facilities, marijuana product manufacturer or any other type of licensed marijuana-related business (exclusive of marijuana retailers or marijuana treatment centers) shall be no more than three in total.
3. The maximum number of medical marijuana treatment centers shall be no more than three.

**C. Location and Uses**

Marijuana establishments or medical marijuana treatment centers are prohibited in all zoning districts, except as otherwise permitted by these Bylaws, following the standards herein:

1. The Board of Selectman shall negotiate and execute a Host Community Agreement (HCA) with the proposed marijuana establishment or medical marijuana treatment center.
2. Any marijuana establishment or medical marijuana treatment center must be located within whichever district permissible under Appendix A, Table of Use Regulations.
3. Said uses shall additionally not be located within 750 feet from the nearest school providing education for grades K-12

The distances specified above shall measure by straight line from the nearest corner of the building on which the proposed said use is to be located, to the nearest boundary line to the nearest property line of the school.

4. Except during transportation, marijuana or marijuana products held at any marijuana establishment or medical marijuana facility shall be located within a secure indoor facility.
5. No use covered herein shall be allowed to disseminate or offer to disseminate marijuana products or product advertising to minors or to allow minors to view displays or linger on the premises, except for medical marijuana treatment centers.
6. No use covered herein shall be allowed to have a freestanding accessory sign in the Town of Uxbridge.

**D. Enforcement and Violations**

The Board of Selectmen, or its designee, shall enforce these regulations and may pursue all available remedies for violations, or take any other action relative thereto.

Violations of any provision of this Bylaw may be addressed administratively; by non-criminal disposition as provided in MGL Chapter 40 §21D with fine of \$300 per violation; or prosecuted through criminal complaint procedure.

Each day a violation occurs shall be considered a separate violation hereunder.

**E. Municipal Charges Lien**

If any fine remains unpaid after six (6) months from its due date, it shall become a municipal charge lien pursuant to the provisions of MGL Chapter 40, Section 58. If the bill(s) remains unpaid when the Assessors are preparing a real estate tax list and warrant to be committee under MGL Chapter 59, Section 53, the Board or officer in charge of the collection of the municipal fee or charge shall certify such charge or fee to the Assessors, who shall add such to the tax bill on the property to which it relates and commit it with their warrant to the Tax Collector as part of such tax bill.

**F. Validity and Severability**

The invalidity of one or more sections, subsections, clauses or provisions of this bylaw shall not invalidate or impair the bylaw as a whole or any other part thereof

**Item 5**

Amend Zoning Bylaws, Appendix A, Table of Use Regulations, by replacing it with Appendix B: Or take any other action relating thereto.

**Appendix B  
Table of Use Regulations**

USE	DISTRICTS						
	R-A	R-B	R-C	A	B	I-A	I-B
<u>A. Residential Uses</u>							
Apartment house	Y	N	N	N	N	N	N
Conservation design development	N	N	N	PB	N	N	N
Open space development	PB	PB	N	N	N	N	N
Single-family dwelling	Y	Y	Y	Y	N	N	N
Townhouse development	PB	N	N	N	N	N	N
Two-family/duplex dwelling	Y	Y	N	N	N	N	N
<u>B. Exempt and Institutional Uses</u>							
Child care facility	Y	Y	Y	Y	Y	Y	Y
Educational use, nonexempt	ZBA	ZBA	ZBA	N	N	N	N
Essential services	Y	Y	Y	Y	Y	Y	Y

Facility for the sale of produce, and wine and dairy products, provided that during the months of June, July, August and September of every year, or during the harvest season of the primary crop, the majority of such products for sale, based on either gross sales dollars or volume, have been produced by the owner of the land containing more than five acres in area on which the facility is located

Y Y Y Y Y

Y Y

Hospital or other medical institution

ZBA ZBA ZBA N N

N N

Municipal facility

Y Y Y Y Y

Y Y

Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel of more than five (5) acres in area

Y Y Y Y Y

Y Y

Use of land or structures for educational purposes on land owned or leased by the Commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation

Y Y Y Y Y

Y Y

Use of land or structures for religious purposes

Y Y Y Y Y

Y Y

C. Agricultural Uses

Farm, truck garden, nursery or greenhouse with less than five (5) acres

ZBA ZBA ZBA Y N

N N

Farm, truck garden, nursery, greenhouse or other agricultural or horticultural Use

N N N Y N

N N

Nonexempt agricultural use

ZBA ZBA N ZBA N

N N

D. Commercial Uses

Adult entertainment establishment

N N N N N

PB PB

Airport or landing field, commercial

N N N N N

N N

Animal clinic or hospital; kennel

N N N Y N

N N

Bank, financial agency

N N N N Y

Y Y

Bed and breakfast establishment

ZBA ZBA N N N

N N

Billboards, including any sign of more than forty (40) square feet

N N N N N

N N

Boarding house

ZBA N N N N

N N

Business or professional office, including medical

ZBA N N N Y

Y Y

Commercial recreation, indoor

N N N N Y

Y Y

Commercial recreation, outdoor

N N N Y N

N N

Funeral home

ZBA ZBA ZBA N N

N N

Garaging and maintaining more than three (3) automobiles of the passenger Type

ZBA N ZBA N ZBA

ZBA ZBA

Gasoline or oil filling station

N N N N ZBA

ZBA ZBA

Hotel or motel located on a tract of land at least two (2) acres in area and at least 150 feet from any permanent residential building

N N N Y Y

Y Y

Laundry or laundromat; dry cleaning establishment

N N N N ZBA

ZBA ZBA

Life Science and Life Science Technology

N N N N Y

Y Y

**Marijuana establishment**

N N N N N

N Y

**Medical marijuana treatment center**

N N N N N

N Y

Nursing or convalescent home; home for the aged	ZBA	ZBA	ZBA	N	N	N	N
Personal service establishment	N	N	N	N	Y	Y	Y
Private club, nonprofit	ZBA	ZBA	N	ZBA	N	N	N
Private stable, nonprofit	ZBA	ZBA	ZBA	ZBA	N	N	N
Racetrack	N	N	N	N	N	N	N
Restaurant; diner	ZBA	N	N	Y	Y	Y	Y
Retail stores and/or services	ZBA	N	N	N	Y	Y	Y
Shopping center	N	N	N	N	Y	Y	Y

E. Industrial Uses

Blacksmith shop	N	N	N	N	N	ZBA	ZBA
Contractor's yard	N	N	N	N	N	ZBA	ZBA
Earth removal	ZBA	ZBA	ZBA	BI	N	N	N
Electrical generating facilities with a capacity of 350 megawatts or less on a minimum site area of 15 acres using natural gas, renewable and ultra low sulfur fuels, wind.	N	N	N	N	N	PB	PB
Electrical generating facility; cogeneration facility	N	N	N	N	N	N	N
Junkyard or automobile graveyard	N	N	N	N	N	N	N
Lumber, fuel or ice establishment	N	N	N	N	ZBA	ZBA	ZBA
Manufacture, storage, transportation or disposal of hazardous material	N	N	N	N	N	N	N
Manufacturing establishment	N	N	N	N	N	PB	PB
Solar Photovoltaic Ground Mounted Installation Solar Farm	N	PB	PB	PB	PB	PB	PB
Stone mason yard	N	N	N	N	N	ZBA	ZBA

F. Other Uses

Airport or landing field, noncommercial	N	N	N	Y	N	N	N
Cemetery or crematory, nonprofit	ZBA	ZBA	ZBA	ZBA	N	N	N
Penitentiary	N	N	N	N	N	N	N

F. Accessory Uses

Home occupation	Y	Y	Y	Y	N	N	N
Juice Bar, as an accessory use to a private club, restaurant or country club	N	N	N	ZBA	N	N	N
Retail trade or shop for manufacturing articles incidental to and as an accessory use to a retail business	ZBA	N	N	N	Y	Y	Y

*Vote required for passage: Zoning bylaw amendments requires a 2/3rds vote per M.G.L. Ch. 40A*

**THE FINANCE COMMITTEE RECOMMENDATION:** *To be provided at Town Meeting*  
**THE BOARD OF SELECTMEN RECOMMENDATION:** **Favorable Action (5-0-0):**  
**THE PLANNING BOARD RECOMMENDATION:** *To be provided at Town Meeting*

**ARTICLE 18: AUTHORIZATION FOR LOCAL TAX OPTION UPON SALE OR TRANSFER OF MARIJUANA OR MARIJUANA PRODUCTS BY MARIJUANA RETAILERS**

To see if the Town will vote to authorize, pursuant to M.G.L. Chapter 64N, Section 3, the creation of local sales tax upon the sale or transfer of marijuana or marijuana products by marijuana retailers of the Town of Uxbridge, at a rate of 3% of the gross receipts of the vendor. Said excise shall take effect on July 1, 2018, or take any other action relative thereto.

**SPONSOR:** Board of Selectmen

**COMMENTARY:** *M.G.L. Chapter 64N allows the town to retain local taxes on the sale and transfer of marijuana products by said retailers.*

**MOTION:** *Move that the Town authorize, pursuant to M.G.L. Chapter 64N, Section 3, the creation of local sales tax upon the sale or transfer of marijuana or marijuana products by marijuana retailers of the Town of Uxbridge, at a rate of 3% of the gross receipts of the vendor. Said excise shall take effect on July 1, 2018.*

*Vote required for passage: simple majority*

**THE FINANCE COMMITTEE RECOMMENDATION:** *To be provided at Town Meeting*  
**THE BOARD OF SELECTMEN RECOMMENDATION:** **Favorable Action (4-1-0)**

**ARTICLE 19: OPENING AND CLOSING OF WARRANT ARTICLES**

To see if the town will vote to amend Chapter 1 General Provisions bylaw to include § 1-8 Opening of warrant articles: The Board of Selectmen may, by majority vote, re-open the Town Meeting warrant at any time to add or remove articles for administrative purposes until such time that the warrant is posted, or take any other action related thereto.

**SPONSOR:** Town Manager

**COMMENTARY:** *This article will allow the Board to adjust and correct warrant articles until they post*

**MOTION:** *amend Chapter 1 General Provisions bylaw to include § 1-8 Opening of warrant articles: The Board of Selectmen may, by majority vote, re-open the Town Meeting warrant at any time to add or remove articles for administrative purposes until such time that the warrant is posted.*

*Vote required for passage: requires a 2/3rds vote*

**THE FINANCE COMMITTEE RECOMMENDATION:** *To be provided at Town Meeting*  
**THE BOARD OF SELECTMEN RECOMMENDATION:** **Pass Over**

**ARTICLE 20: RENEWAL OF CLAUSE 56 FOR MILITARY SERVICES ABATEMENT**

To see if the Town will vote to accept the provisions of G.L. Chapter 59, Section 5, Clause 56, which will allow members of the Massachusetts National Guard, or military Reservists who are on active duty to obtain a reduction for all or part of their real personal property taxes for any fiscal year that they are serving in a foreign country, to be effective July 1, 2018, or take any other action related thereto.

**SPONSOR:** Town Manager

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Rich Rainone, (*insert name*) attest as an authorized representative of Baked Bean LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 30, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 23, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 23, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 21, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
  
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

**Attachment A**  
**Newspaper Notice**



**Attachment B**  
**Municipal Notice**

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-  
USE MARIJUANA ESTABLISHMENT PROPOSED BY BAKED BEAN LLC

Notice is hereby given that a Community Outreach Meeting for Baked Bean LLC's proposed Marijuana Establishment is scheduled for May 30, 2018 at 6:30pm at the Uxbridge Town Hall, 21 S. Main Street, Uxbridge, MA 01569. The proposed Marijuana Product Manufacturer and Marijuana Transporter is anticipated to be located at 504 Quaker Highway, Uxbridge, MA 01569. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Baked Bean LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

**Attachment C**  
**Abutter Notice**

2. Article Number



9414 7266 9904 2097 2093 47

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

K9 Realty LLC  
297 Boston Road  
Sutton, MA 01590

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

5/23

C. Signature

*[Handwritten Signature]*

- Agent
- Addressee
- Yes
- No

D. Is delivery address different from Item 1?  
If YES, enter delivery address below:

**Reference Information**

108213-00000

Daniel Glissman

9414 7266 9904 2097 2093 47

**TO:** K9 Realty LLC  
297 Boston Road  
Sutton, MA 01590

**SENDER:** Daniel Glissman

**REFERENCE:** 108213-00000

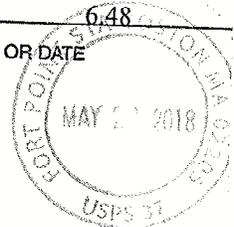
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.48
	Certified Fee	3.30
	Return Receipt Fee	2.70
	Restricted Delivery	0.00
	Total Postage & Fees	6.48

**USPS®**  
**Receipt for**  
**Certified Mail®**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-  
USE MARIJUANA ESTABLISHMENT PROPOSED BY BAKED BEAN LLC**

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A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

**Certified Article Number**

9414 7266 9904 2097 2093 47

**SENDERS RECORD**

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

2. Article Number



9414 7266 9904 2097 2093 47

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

K9 Realty LLC  
297 Boston Road  
Sutton, MA 01590

PS Form 3811, January 2005

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

Agent  
 Addressee

D. Is delivery address different from item 1? If YES, enter delivery address below:

Yes  
 No

Reference Information

108213-00000

Daniel Glissman

Thank you for using Return Receipt Service

9414 7266 9904 2097 2093 47

TO: K9 Realty LLC

297 Boston Road  
Sutton, MA 01590

SENDER: Daniel Glissman

REFERENCE: 108213-00000

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.48
	Certified Fee	3.30
	Return Receipt Fee	2.70
	Restricted Delivery	0.00
	Total Postage & Fees	6.48

USPS®

Receipt for

Certified Mail®

POSTMARK OR DATE

### **Attestation Regarding Request to Uxbridge**

Cannabis Control Commission (“Commission”) guidance states that a marijuana establishment/MTC applying for a renewal license must request from its host community the records of any costs imposed on the city or town that are reasonably related to the operation of the marijuana establishment or MTC. The licensee’s request shall state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

In accordance with the above-referenced Commission guidance, on November 9, 2021, Grass Appeal LLC (“Grass Appeal”) requested from Uxbridge records of any costs imposed on the town that are reasonably related to the operation of Grass Appeal’s marijuana establishment. Evidence of that request is attached hereto as Exhibit A. As of the date Grass Appeal submitted its renewal license applications to the Commission, Uxbridge had not responded substantively to Grass Appeal’s request for information.

### **Grass Appeal LLC d/b/a Blackstone Valley Cannabis**



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Andrew Gold

# EXHIBIT A

**Bartlett, Stephen**

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**From:** Bartlett, Stephen  
**Sent:** Wednesday, November 10, 2021 8:06 AM  
**To:** Ellen Welch  
**Subject:** RE: EXTERNAL Request for Information for Grass Appeal LLC Marijuana Establishment License Renewal Application

Ellen, thank you. I appreciate it.

Best,

Steve

**Stephen L. Bartlett | Associate**  
**Pronouns: he, him, his**

**FOLEY HOAG LLP**  
Seaport West  
155 Seaport Boulevard  
Boston, Massachusetts 02210-2600

617 832 3007 phone  
617 832 7000 fax  
[www.foleyhoag.com](http://www.foleyhoag.com)

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**From:** Ellen Welch <EWelch@uxbridge-ma.gov>  
**Sent:** Wednesday, November 10, 2021 8:05 AM  
**To:** Bartlett, Stephen <sbartlett@foleyhoag.com>  
**Subject:** RE: EXTERNAL Request for Information for Grass Appeal LLC Marijuana Establishment License Renewal Application

**\*\*EXTERNAL\*\***

---

Hello,  
I have forwarded your email to our Town Manager, Steve Sette.

Thank you,

Ellen Welch  
Office of the Town Manager/Board of Selectmen  
Uxbridge Town Hall  
21 South Main Street  
Uxbridge MA 01569  
[ewelch@uxbridge-ma.gov](mailto:ewelch@uxbridge-ma.gov)  
508.278.8600 x2001

---

**From:** Bartlett, Stephen <[sbartlett@foleyhoag.com](mailto:sbartlett@foleyhoag.com)>  
**Sent:** Tuesday, November 9, 2021 6:51 PM

To: Ellen Welch <[EWelch@uxbridge-ma.gov](mailto:EWelch@uxbridge-ma.gov)>

Subject: EXTERNAL Request for Information for Grass Appeal LLC Marijuana Establishment License Renewal Application

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Evening Ellen:

I am assisting my client, Grass Appeal LLC ("Grass Appeal"), complete its annual Cannabis Control Commission license renewal obligations for its facility located at located at 79 River Road in Uxbridge. As part of the license renewal process, Grass Appeal is required to request certain information from the Town. Accordingly, we are hereby requesting from the Town the following information:

- **Records of any costs imposed on the Town that are reasonably related to the operation of the ME or MTC. Please note that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. Please also note that Commission guidance clarifies that these costs can include actual and anticipated costs associated with the operation of the establishment.**
- **The total amount of financial benefits accruing to the Town as a result of the host community agreement.**

We very much appreciate your attention to this request and please do not hesitate to reach out to me with any questions.

Best,

Steve

**Stephen L. Bartlett | Associate**

**Pronouns: he, him, his**

**FOLEY HOAG LLP**

Seaport West

155 Seaport Boulevard

Boston, Massachusetts 02210-2600

617 832 3007 phone

617 832 7000 fax

[www.foleyhoag.com](http://www.foleyhoag.com)

Any tax advice included in this document and its attachments was not intended or written to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify Foley Hoag LLP immediately -- by replying to this message or by sending an email to [postmaster@foleyhoag.com](mailto:postmaster@foleyhoag.com) -- and destroy all copies of this message and any attachments without reading or disclosing their contents. Thank you.

For more information about Foley Hoag LLP, please visit us at [www.foleyhoag.com](http://www.foleyhoag.com).

### **Plan for Positive Impact:**

Baked Bean LLC (the “Company”) is a Veteran owned and operated business. Accordingly, it intends to focus its positive impact efforts on local veteran groups and other veteran groups from Uxbridge and other areas of Disproportionate Impact as identified by the Commission. The Company has identified, and plans to focus efforts in, Worcester (18 miles by car from Uxbridge) and Southbridge (25 Miles by car from Uxbridge), both of which are areas disproportionately impacted by the war on drugs and in close proximity to the Company’s headquarters in Uxbridge, MA.

The Company will have a 4-part approach to its Plan to Positively Affect Areas of Disproportionate Impact as follows: (1) Jobs; (2) Charity; (3) Education; and (4) Evaluation.

### **Jobs**

1. Engage with local veteran groups such as the local VFW in Uxbridge (Post 1385) and Veteran’s Inc. (Worcester), Worcester Veterans Center, and the Southbridge Veterans Council to identify potential employees;
2. Conduct career fairs in Worcester and Southbridge;
3. Work with local workforce development boards in Worcester and Southbridge to identify and recruit potential employees.
4. Hire directly from the disproportionately affected areas of Worcester and Southbridge; and
5. Partner with Quinsigamond Community College in Worcester as a recruitment resource in an effort to identify interested candidates and qualified local community members.

To the extent allowed by law, the Company will give a hiring preference to individuals from areas of disproportionate impact.

### **Charity**

1. Make charitable donations to the Wounded Warrior Project, Uxbridge Supports Our Troops, Southbridge Veterans Council and other local non-profit organizations; and
2. Conduct food drives to benefit local food pantries;
3. Host charitable events in Worcester, Southbridge and Uxbridge;
4. Support local community organizations;
5. Conduct community service days at the VFW’s in Worcester, Southbridge and Uxbridge;
6. Coordinate with local groups fighting addiction issues; and
7. Coordinate efforts with local veterans councils and community groups to positively affect problematic or underfunded issues facing the community on an ongoing basis.

## **Education**

1. Hold education and informational sessions at least twice a year at any of the following: (1) the local VFW in Uxbridge, Worcester and Southbridge; (2) Veterans Inc. (Worcester); The Worcester Vet Center at least twice a year
2. Provide a minimum of twenty (20) hours of educational programs annually;
3. Develop and implement educational programs geared towards individuals living in disproportionately impacted areas who are interested in the cannabis industry;
4. Engage with local community groups such as Worcester's Veterans Affairs Outpatient Clinic, to educate the public on the responsible consumption of cannabis and the prevention of diversion to individuals under 21; and
5. Provide educational seminars in the areas of restorative justice, jail diversion, and workforce development.

## **Annual Review**

The Company will annually review the following criteria in an effort to measure the success of its Plan to Positively Affect Areas of Disproportionate Impact:

- i. Identify number of employees hired through its job development initiatives;
- ii. Identify attendance at educational events; and
- iii. Identify the Company's overall financial support provided to local charities and community groups.



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 26, 2018

TO WHOM IT MAY CONCERN:

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

**BAKED BEAN LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 23, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

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

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

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



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

*William Francis Galvin*

Secretary of the Commonwealth



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001324121

1. The exact name of the limited liability company is: BAKED BEAN LLC

2a. Location of its principal office:

No. and Street: 504 QUAKER HIGHWAY  
 City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

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

No. and Street: 504 QUAKER HIGHWAY  
 City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

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

MANUFACTURING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: RICHARD RAINONE  
 No. and Street: 504 QUAKER HIGHWAY  
 City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RICHARD RAINONE	504 QUAKER HIGHWAY UXBRIDGE, MA 01569 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	RICHARD RAINONE	504 QUAKER HIGHWAY UXBRIDGE, MA 01569 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICHARD RAINONE	504 QUAKER HIGHWAY UXBRIDGE, MA 01569 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of April, 2018,  
RICHARD RAINONE**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

April 23, 2018 03:52 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BAKED BEAN LLC  
BAKED BEAN LLC  
504 QUAKER HWY  
UXBRIDGE MA 01569-2277

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

# Baked Bean LLC

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## OPERATING AGREEMENT

### A Massachusetts Limited Liability Company

**THIS OPERATING AGREEMENT** of Baked Bean LLC (the “**Company**”) is made effective as of the 2<sup>nd</sup> day of October, 2018 by and between Rich Rainone as the Manager of the Company (the “**Manager**”), and the person executing this agreement as the sole member of the Company (the “**Member**”).

**NOW THEREFORE** the Member, the Manager and the Company agree as follows:

### ARTICLE 1 - DEFINED TERMS

Section 1.1 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the terms defined in this Article shall, for the purposes of this Agreement, have the meanings herein specified.

(a) “**Act**” means the Massachusetts Limited Liability Company Act, as the same may be amended from time to time (M.G.L. c. 156C).

(b) “**Certificate**” means the Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company pursuant to the Act.

(c) “**Code**” means the United States Internal Revenue Code of 1986, as amended from time to time, or any corresponding Federal tax statute enacted after the date of this Agreement.

(d) “**Person**” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(e) “**Profits**” or “**Losses**” means, for each fiscal year, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Section 703, 704 and 705 of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with such adjustments as are required by the Code or are deemed necessary or desirable by the Manager.

(f) “**Regulations**” means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

### ARTICLE 2 - FORMATION AND TERM

Section 2.1 **Formation.** The Member and the Company agree to form the Company as a limited liability company pursuant to the provisions of the Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. The Manager shall execute, deliver and file the Certificate and any and all amendments thereto and restatements thereof.

Section 2.2 **Term.** The term of the Company shall commence on the date the Certificate is filed with the Massachusetts Secretary of State’s Office, and shall continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

Section 2.3 **Registered Agent and Office.** The Company’s registered agent and office shall be Richard Rainone, 504 Quaker Highway, Uxbridge, MA 01569. At any time, the Manager may designate

another registered agent and/or registered office.

Section 2.4 Principal Place of Business. The principal place of business of the Company shall be located at 504 Quaker Highway, Uxbridge, MA 01569. At any time, the Manager may change the location of the Company's principal place of business.

Section 2.5 Purpose. The purpose of the Company shall be to engage in the cultivation, transportation and distribution of cannabis, and to engage in any all business in which a Massachusetts limited liability company is authorized to engage.

### **ARTICLE 3 - MEMBER**

Section 3.1 Powers of Member. No Member shall have any power with regard to the management of the Company except pursuant to the express terms of this Agreement.

Section 3.2 Distributions. Distributions to the Member shall be made as, if and when the Manager determine(s) that such distributions are appropriate in his/her/their sole discretion.

### **ARTICLE 4 - CAPITAL ACCOUNTS, CONTRIBUTIONS AND ALLOCATIONS**

Section 4.1 Capital Accounts. A Capital Account shall be established and maintained for the Member. The Capital Account of the Member shall be maintained in accordance with Code Section 704(b) and the regulations issued thereunder. The Member has made a Capital Contribution to the Company and shall have initial Capital Account balances equal to the amount of his/her/its Capital Contribution.

Section 4.2 Profits and Losses. Profits and losses shall be allocated in a manner complying with the requirements of Code Sections 704, 705 and 706 and the Treasury Regulations thereunder.

Section 4.3 Member's Interest. The Member has no interest in specific Company property, unless and until distributed to such Member.

Section 4.4 Status of Capital Contributions. The Member shall not be required to lend any funds or make Capital Contributions to the Company or to make any additional Capital Contributions to the Company.

### **ARTICLE 5 - MANAGEMENT**

Section 5.1 Management of the Company. The Company shall be managed exclusively by the Manager. The Manager shall have full, sole and exclusive and complete discretion, right, power, and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement. The Manager, with the consent of the Member, may amend this Agreement. A Manager may resign by giving at least five (5) days written notice to all of the Members. A Manager may be removed by the Member by an instrument in writing.

Section 5.2. Limitation of Liability. Except to the extent that the Massachusetts General Laws prohibits the elimination or limitation of liability of Manager for breaches of fiduciary duty, no Manager shall be personally liable to the Company or its Member for monetary damages for any breach of fiduciary duty as a Manager, officer or agent of the Company, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any Manager for or with respect to any acts or omissions occurring prior to such amendment.

Section 5.3 Indemnification. The Company shall, to the fullest extent permitted by law, indemnify any Manager made, or threatened to be made, a party to an action or proceeding, whether

criminal, civil, administrative or investigative, by reason of being a Manager, officer or agent of the Company or any predecessor entity, provided, however, that the Company shall indemnify any such director or officer in connection with a proceeding initiated by such Manager, officer or agent only if such proceeding was authorized by the Members of the Company.

(a) The indemnification provided for in this Section 5.3 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under this Agreement or any other agreement or vote of members or disinterested managers or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a Manager, officer or agent of the Company, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a Manager, officer or agent of the Company. The Company's obligation to provide indemnification under this Section 5.3 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Company or any other person.

(b) Expenses incurred by a Manager, officer or agent of the Company of the Company in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a Manager, officer or agent of the Company shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Manager, officer or agent of the Company to repay such amount if it shall ultimately be determined that applicable law requires that he or she not be indemnified by the Company. Notwithstanding the foregoing, the Company shall not be required to advance such expenses to a Manager, officer or agent of the Company who is a party to an action, suit or proceeding brought by the Company that alleges willful misappropriation of corporate assets, disclosure of confidential information or any other willful and deliberate breach by such Manager, officer or agent of the Company of his or her duty to the Company or its members.

(c) The foregoing provisions of this Section 5.3 shall be deemed to be a contract between the Company and each Manager, officer or agent who serves in such capacity at any time while this Agreement is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 5.4 Reliance by Third Parties, Apparently Authority. Any person dealing with the Company may rely on a certificate signed by the Manager as to any of the following: (i) the identity of the Members and Manager hereunder; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Manager or the Members or are in any other manner germane to the affairs of this Company; (iii) whether a specified Person is authorized to execute and deliver any instrument or document of the Company; (iv) the authenticity of any copy of this Agreement and amendments thereto; or (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member or Manager.

## **ARTICLE 6 - BOOKS AND RECORDS**

Section 6.1 Books and Records. At all times during the continuance of the Company, the Company shall maintain at its registered office and principal place of business all records and materials the Company is required to maintain at such location under the Act.

## **ARTICLE 7 - DISSOLUTION, LIQUIDATION AND TERMINATION**

Section 7.1 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events: (a) upon the election of the Member; (b) the entry of a decree of judicial dissolution under the Act; or (d) the sale or disposition of all or substantially all of the property of the Company.

Section 7.2 Liquidation. Upon dissolution of the Company, the Manager shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, have been distributed to the Members in the manner provided for in this Article and the Certificate has been cancelled in the manner required by the Act.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**SOLE MEMBER:**



By: Rich Rainone

**MANAGER:**



By: Rich Rainone



**Blackstone  
Valley  
Cannabis**

# Executive Summary

Grass Appeal dba Blackstone Valley Cannabis (**BVC**) holds provisional cannabis retail and cultivation licenses at 79 River Road in Uxbridge MA. The company was founded in 2018 and purchased by the current owner, Hao Li, in 2020. BVC will cultivate, package and retail cannabis flower internally. BVC retail license may also purchase finished cannabis products from approved and CCC licensed sellers in MA. We will submit batch samples for testing from an approved cannabis testing lab in MA and include all results in our labeling, and we will sell those products to CCC licensed cannabis retailers and wholesalers in MA.

BVC is also seeking to acquire the Baked Bean LLC manufacturing license, currently located at 504 Quaker Highway and is in the process of designing the facility at 79 River Road to accommodate a manufacturing facility. Once the Town of Uxbridge approves the changes to the HCA we will apply to the CCC for the change of ownership for the Baked Bean LLC. Once the change of ownership is complete we may also purchase cannabis plant material from other CCC licensed producers for product development.

**Our mission is to create quality products at a reasonable price, while developing a company that employees are proud to work for and customers are proud to purchase from. We want to be a positive addition to both Uxbridge and the MA cannabis landscape.** We are proud of our ties to the Blackstone Valley and we hope to share the spirit of innovation with legal adult consumers throughout MA.

# HAO LI

Hao Li is the President of ABI Group, which includes ABI Health Care Agency, ABI FI Corp, AE3 Pharmacy, Chifu Senior Center, BioYouth, American Modern Realty, American Real Estate Institute, and American Institute of Science and Technology. He has been the CEO of the company for over 15 years, and he manages over 12,000 employees in New York City, which include people of varying diverse backgrounds. Hao brings with his management expertise in many industries including health care, pharmacy, senior adult centers, real estate development, health care research, and education. He also worked for New York Stock Exchange and Lucent Technology Bell Lab, where he gained extensive experience in Finance and IT.

Hao holds a Master of Science in Telecommunication Networks from NYU, and also had a lot of academic achievement when he studied his undergraduate in China, including First Prize in 1999 National Electronic Design Contest and First Prize in 1998 National Mathematics Contest in Modeling.

# Consulting Team

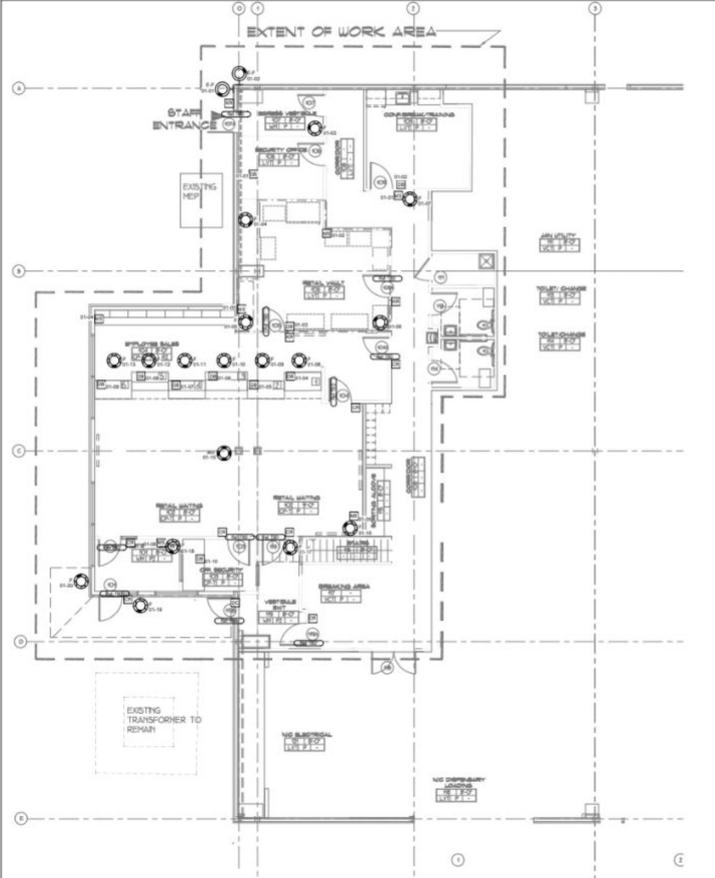
Cara Crabb-Burnham

Cara has been an active member of the cannabis community in MA since 2009 including grassroots activism, business development, and training programs.

Miriam Tuchman

Miriam has been working in her field for decades and directing her energy toward the cannabis industry for years. She has a vast network of cannabis experts that are ready should we need them.

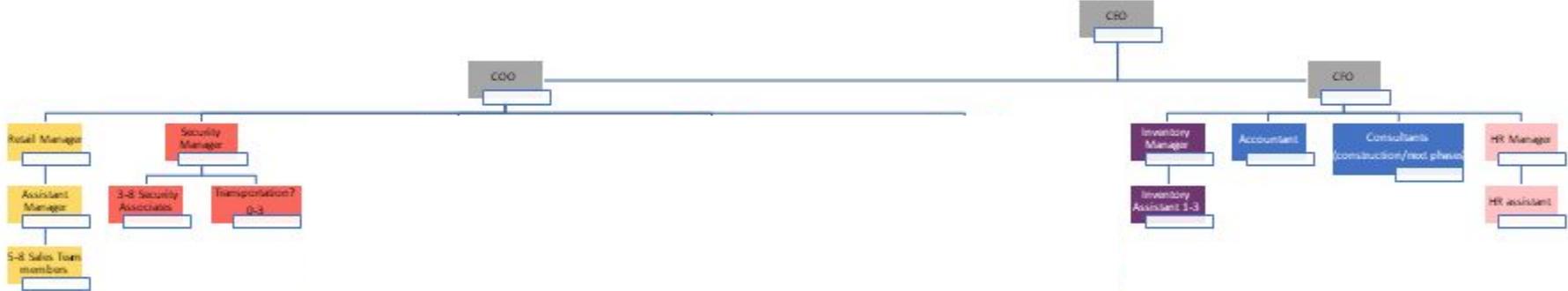
# Facility



# Retail Process

- BVC will initially purchase packaged cannabis products from CCC licensed product manufacturers for the retail store.
- BVC will prioritize purchasing from SE and EE applicants when possible.
- BVC will ensure compliance with METRC and the CCC regulations at all times.
- BVC will provide exceptional training to our sales and management teams.
- BVC will ensure accurate inventory at all times.

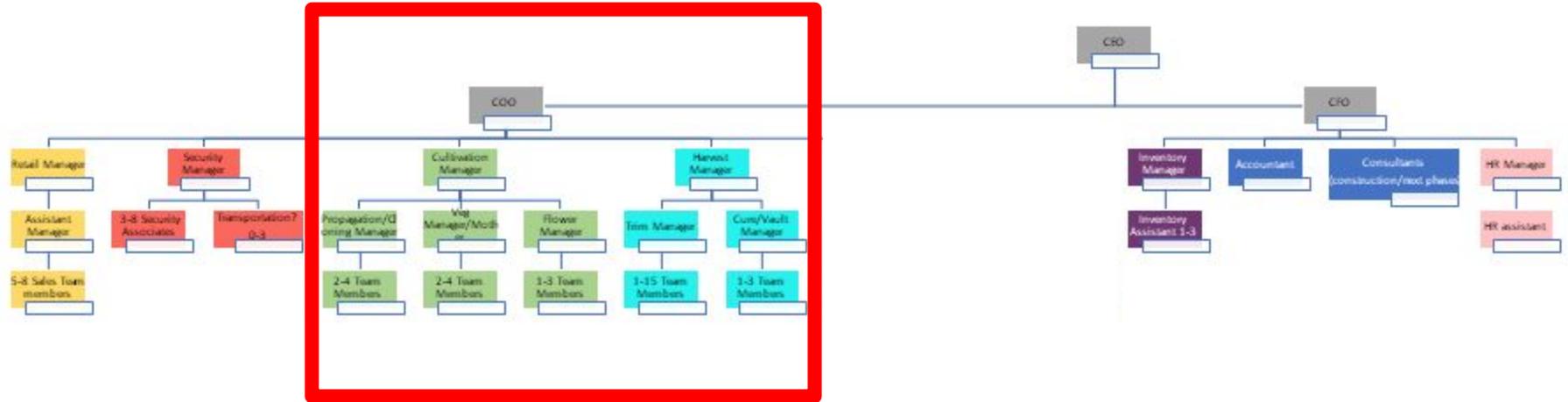
# Retail Operating Structure



# Cultivation Process

- BVC will design a cultivation and manufacturing facility that includes some interior cultivation space and maximizes greenhouse cultivation opportunities.
- BVC will purchase seeds and clones to initiate the cultivation process, eventually cultivating exclusively from curated mother plants.
- BVC will use environmentally conscious decisions while designing the cultivation facility including maximizing electrical efficiency, water savings, general waste efficiency, etc.
- BVC will cultivate in rockwool and perlite or lava rock, using a fertigation drip system to feed the plants.
- BVC will have a vault to store all the cannabis plant material in compliance with the CCC regulations.

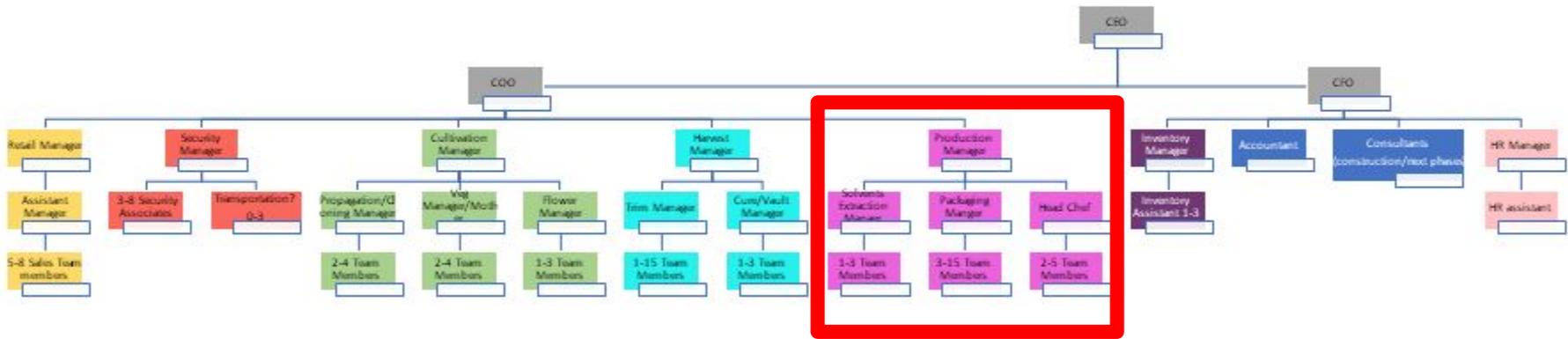
# Cultivation Operating Structure



# Proposed Manufacturing Process

- RAW MATERIAL BAKING
  - Raw material is loaded into convection ovens. The dried raw material is then loaded into a processor and chopped to the consistency of coffee grounds.
- LIQUID CO2 EXTRACTION
  - The processed material is loaded into an extraction vessel and pumped with CO2. The CO2 and oil then spiral down in a separator where it separates. The oil then slowly falls down into a collection vessel where it rests in its most natural form. This creates a pure quality oil that is safe to produce products with no toxic solvents trapped in the oil.
- BLENDING AND PACKAGING
  - The refined oil is now mixed with natural flavoring components. Once complete, the oil is then inserted into the atomizers and other products. Then packaged for delivery to the local retail shops.
- QUALITY CONTROL AND SAFETY
  - Chemical and pesticide free. Flavors are derived from natural sources. CO2 extraction is the cleanest and safest method for extracting plants such as hops, cannabis and a wide range of organic crops. CO2 is classified as a non-flammable, non-toxic liquefied gas and is commonly used in fire extinguishers to put out electrical fires.
- Additional Methods
  - We may also employ alternate methodology such as dry sift, bubble hash, flash frozen trim, butane extraction, nano extraction and novel extraction methods as they become available for commercial use.
- Infusions
  - We may infuse other products with cannabinoids and terpenes including food, drinks, lotions, salves, vape cartridges, oils, tinctures, and other personal use products.

# Proposed structure for the business with all three licenses:



# Timeline

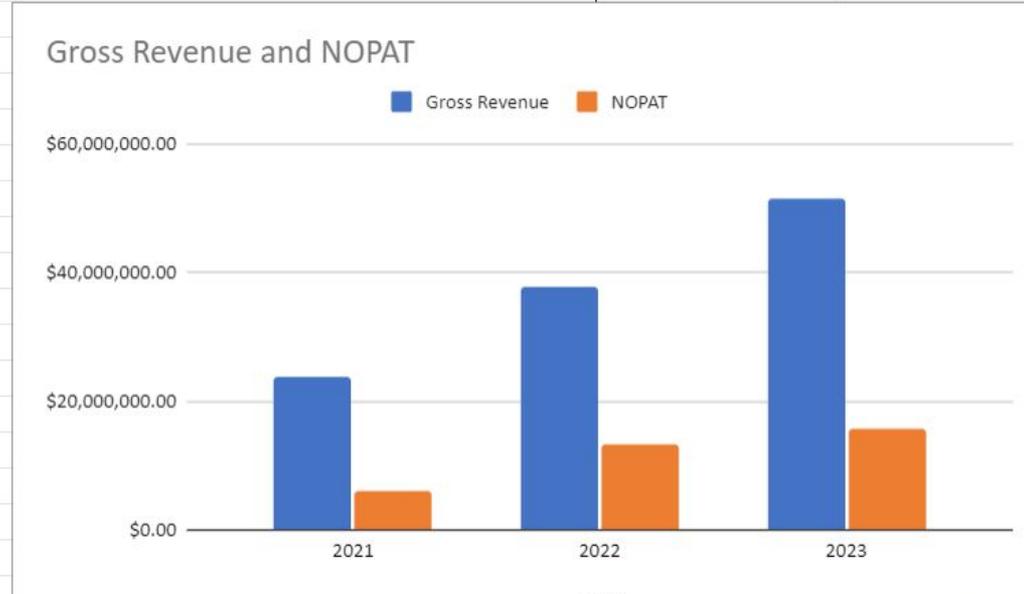
- Purchased the Grass Appeal LLC in March 2020
- Li hired Miriam Tuchman and several engineers, contractors, and construction company.
- Initiated water testing, permitting, site planning and business planning throughout summer 2020.
- Li hired Cara Crabb-Burnham to manage the execution of his vision for all of Li's CCC licenses in MA.
- Li purchased the building (79 River Road) in the October 2020.
- Uxbridge approved site plans for wetlands restoration and site work began in November 2020.
- Interior building permit was issued for retail in November as well, construction began in December 2020.
- The retail construction should be complete by Mid February 2021, we hope to initiate inspections in March 2021
- 2WR Architecture firm was hired in December 2020, a completed vision of the cultivation operation will be ready to submit to the CCC for Architectural Review in January.
- Uxbridge requires us to dig a new water well on site before we may add additional staff to the property. We are going to request a permit to dig that well in January as well, and that will be completed by late summer 2021.
- We will be able to begin construction on the cultivation facility in early summer 2021.
- The constructions should take 4-6 months, we hope to be requesting inspection be fall 2021

# Retail Projections / Sales & Expenses

79 River Rd - 5 Miles @ 30% Market Share					
	2021	2022	2023	2024	2025
# Transactions per day	150	165	177.375	186.24375	191.8310625
% Change Transac./Day		10%	7.5%	5%	3%
Average \$ Transaction (inc. Taxes)	\$ 120.00	\$ 116.40	\$ 114.07	\$ 112.93	\$ 112.93
% Taxes (Sales + Excise)	20%	20%	20%	20%	20%
Average \$ Transaction (ex. Taxes)	\$ 100.00	\$93	\$91	\$90	\$90
% Change Avg. \$ Transaction		-3%	-2%	-1%	0%
Average Daily Revenue (ex. Taxes)	\$ 15,000.00	\$ 15,364.80	\$ 16,186.82	\$ 16,826.20	\$ 17,330.98
# Days Open	360	360	360	360	360
<b>Total Gross Revenue</b>	\$ 5,400,000.00	\$ 5,531,328.00	\$ 5,827,254.05	\$ 6,057,430.58	\$ 6,239,153.50
Discounts & Returns	\$ -	\$ (165,939.84)	\$ (174,817.62)	\$ (181,722.92)	\$ (187,174.61)
% Discounts & Returns	0%	-3%	-3%	-3%	-3%
<b>Gross Revenue after Discounts &amp; Returns</b>	\$ 5,400,000.00	\$ 5,365,388.16	\$ 5,652,436.43	\$ 5,875,707.67	\$ 6,051,978.90
HCA Community Impact Fee	\$ (162,000.00)	\$ (160,961.64)	\$ (169,573.09)	\$ (176,271.23)	\$ (181,559.37)
% HCA Community Impact Fee	-3%	-3%	-3%	-3%	-3%
<b>Total Net Revenue</b>	\$ 5,238,000.00	\$ 5,204,426.52	\$ 5,482,863.33	\$ 5,699,436.44	\$ 5,870,419.53
% Change		-1%	5%	4%	3%
<b>Costs of Goods Sold</b>	\$ (2,880,900.00)	\$ (2,602,213.26)	\$ (2,467,288.50)	\$ (2,279,774.57)	\$ (2,348,167.81)
Costs of Goods Sold - % of Revenue	-55%	-50%	-45%	-40%	-40%
<b>Gross Profit</b>	\$ 2,357,100.00	\$ 2,602,213.26	\$ 3,015,574.83	\$ 3,419,661.86	\$ 3,522,251.72
% Gross Profit	45%	50%	55%	60%	60%
Management Salaries	\$ (120,000.00)	\$ (126,000.00)	\$ (132,300.00)	\$ (138,915.00)	\$ (145,860.75)
Management Salaries - % Change		5%	5%	5%	5%
Staff - Operations	\$ (180,000.00)	\$ (185,400.00)	\$ (190,962.00)	\$ (196,690.86)	\$ (202,591.59)
Hourly Wage - % Change		3%	3%	3%	3%
Rental Costs	\$ (60,000.00)	\$ (60,000.00)	\$ (60,000.00)	\$ (60,000.00)	\$ (60,000.00)
Marketing	\$ (78,570.00)	\$ (78,066.40)	\$ (82,242.95)	\$ (85,491.55)	\$ (88,056.29)
Marketing - % of Revenue	1.5%	1.5%	1.5%	1.5%	1.5%
Charitable Donations	\$ (5,000.00)	\$ (10,000.00)	\$ (15,000.00)	\$ (20,000.00)	\$ (20,000.00)
Licensing fees (CCC, EE Fees,...)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)
Professional Services	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)
Other G&A + OpEx	\$ (261,900.00)	\$ (260,221.33)	\$ (274,143.17)	\$ (284,971.82)	\$ (293,520.98)
Other G&A - % of Revenue	5%	5%	5%	5%	5%
<b>Total Expenses</b>	\$ (735,470.00)	\$ (749,687.72)	\$ (784,648.12)	\$ (816,069.23)	\$ (840,029.61)
<b>EBITDA</b>	\$ 1,621,630.00	\$ 1,852,525.53	\$ 2,230,926.72	\$ 2,603,592.63	\$ 2,682,222.11
% EBITDA	30.03%	34.53%	39.47%	44.31%	44.32%
Taxes	\$ 989,982.00	\$ 1,092,929.57	\$ 1,266,541.43	\$ 1,436,257.98	\$ 1,479,345.72
Effective rate (based on 280E)	42%	42%	42%	42%	42%
<b>Net Income</b>	\$ 631,648.00	\$ 759,595.97	\$ 964,385.29	\$ 1,167,334.65	\$ 1,202,876.39
% Net Income	11.70%	14.16%	17.06%	19.87%	19.88%

# Cultivation Projections / Sales & Expenses

Year	Gross Revenue	NOPAT
2021	\$23,647,301.76	\$6,155,307.90
2022	\$37,674,396.48	\$13,428,853.88
2023	\$51,408,224.67	\$15,816,055.39



# Marketing

- Develop relationships with cultivation companies, prioritizing SE and EE businesses.
- Formalize relationships with retail and wholesale operators, prioritizing SE and EE businesses.
- Develop a purchasing and sale team that will ensure we are complying with our impact plan goals.
- Earn a reputation in the local cannabis industry that our business is prioritizing the SE and EE businesses, the general cannabis community as well as our own team by joining membership based local and national non-profit organizations.
- We have engaged a marketing and design firm that will design our corporate logo and individual brand logos for product lines. The designs will comply with CCC regulations.
- We will design a website for clients and wholesale/retailers to reach us, however there will be no products available through the website.
- We will develop sales force training and point of sale marketing materials for our retail partners.
- We will launch and manage social media accounts within the regulations of the CCC.
- We may also participate in virtual or in person business conferences, conventions and events.
- We may also develop content for industry magazines and journals.

# Security

## Implementation

Blackstone Valley Cannabis will Utilize commercial grade equipment throughout its facility to maintain an adequate security system. This system will be designed to avoid diversion, theft, or loss of marijuana and marijuana products and are established in accordance with the requirements under 935 CMR 500.110 and will involve a complete system of cameras, alarms, safes, vaults and controlled access points. Additionally, we will have video storage access available to local authorities at all times.

## Security Standards

BVC will implement security measures to deter and prevent unauthorized access to its facility and to internal areas containing marijuana and/or marijuana products, and to provide a safe environment for employees, visitors and the community. The company intends to share the security plan and procedures with local law enforcement authorities and fire services, updating both parties if the plan or procedures are modified in a material way.

## Reporting

The security system will undergo an annual security audit and BVC will notify law enforcement and the CCC of any breaches of security immediately.

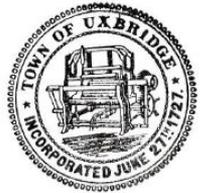
# Community Protection

- This is both a retail and Cultivation Facility.
- The cultivation license reserves the right to cancel contracts with retail facilities that sell to minors.
- Require all employees and agents to adhere to our policies and procedures set out to prevent diversion, theft or loss of marijuana.
- Development of chain of custody policies and procedures approved by the state.
- Daily product delivery using unmarked vehicles and randomized routes.
- Utilization of appropriate packaging and labeling.
- Storage of Marijuana in compliance with 935 CMR 500.105(11).



# Community Engagement

- Job Creation
- Enhanced Security
- Environmental Restoration
- Community Engagement
- Host Community Agreement
- Charitable Contributions
- Educational Seminars
- Nuisance Abatement
  - Handle and process marijuana in a safe and sanitary manner;
  - Properly remove litter and waste;
  - Minimize development odor;
  - Minimize potential for waste attraction and harboring pests.



# Contact

Thank you

Baked Beans

Hao Li

917-478-2278

## **Plan to Obtain Liability Insurance**

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Grass Appeal LLC (“GA”) is in the process of obtaining quotes from Cannasure Insurance Services and Foundation Insurance Agency to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually.

The policy deductible will be no higher than \$5,000 per occurrence. GA will consider additional coverage based on availability & cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, GA will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. GA will keep reports documenting compliance with 935 CMR 500.105(10).

# Grass Appeal LLC

## Restricting Access to Age 21 and Older

Grass Appeal LLC dba Blackstone Valley Cannabis (the “Company”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

Currently, the Company is only applying for Marijuana Retailer and Marijuana Cultivator licenses at this location.

This policy may also be referred to by the Company as the “Policy to Restrict Access to Persons Age 21 and Older”.

# Grass Appeal LLC

## Quality Control and Testing for Contaminants

### Testing of Marijuana

Grass Appeal LLC dba Blackstone Valley Cannabis (the “Company”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: Adult Use of Marijuana.

In accordance with 935 CMR 500.120(6) [CULTIVATION] the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company’s Transportation Policy and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company’s Waste Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing

requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

(a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
5. Packaged in a secure area.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
  - i. Maintaining adequate personal cleanliness; and
  - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines;
13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control

to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.

This policy may also be referred to by the Company as the “Quality Control and Testing Policy”.

# Grass Appeal LLC

## Personnel Policies Including Background Checks

Grass Appeal LLC dba Blackstone Valley Cannabis (the “Company”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Record Retention and Financial Record Maintenance and Retention policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss 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 the Marijuana Establishment, 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop 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), as set forth in its Security Policy.
- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
  - (a) be 21 years of age or older;

- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

(10) An application for registration of a marijuana establishment agent shall

include: (a) the full name, date of birth, and address of the individual;

- (b) all aliases used previously or currently in use by the individual, including maiden name, if any;
- (c) 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;
- (d) an attestation that the individual will not engage in the diversion of marijuana products;
- (e) 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;
- (f) background information, including, as applicable:

1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;
3. 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;
4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;

(g) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

(h) any other information required by the Commission.

(11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems ("DCJIS") pursuant to 803

CMR 2.04: iCORI Registration, shall 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 the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.

- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
- b. The Company's collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

(12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.

(13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.

(14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) 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.

(15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.

(16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

(17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### Personnel Record Keeping

The Company shall maintain the following 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 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 (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  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).

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

#### Staffing Plan:

##### Executive Level:

- CEO;
- CFO; and
- COO.

##### Management Level:

- Sales Manager;
- Cultivation Manager; and
- Security Manager.

##### Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

- Up to ten (10) Staff Level Cultivation Associates

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the "Personnel and Background Check Policy".

# Grass Appeal LLC

## Record Keeping Procedures

Grass Appeal LLC dba Blackstone Valley Cannabis (the “Company”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: Adult Use of Marijuana, 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) Personnel records as described in the Company’s Personnel and Background Check Policy, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. 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:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. 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;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight (8) hour related duty training.
  - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures; and

e. 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 as described in the Company's Financial Record Maintenance and Retention Policy, which shall include manual or computerized records of the following: (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, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002 shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the "Record Retention Policy".

# Grass Appeal LLC

## Maintaining of Financial Records

Grass Appeal LLC bda Blackstone Valley Cannabis (the “Company”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: Adult Use of Marijuana, and business records, in accordance with 935 CMR 500.105(e), 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, if any.

Furthermore, consistent with the Company’s Dispensing Policy, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall 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. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: Adult Use of Marijuana;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the "Financial Record Maintenance and Retention Policy".

# Grass Appeal LLC

## Employee Qualifications and Training

Grass Appeal LLC dba Blackstone Valley Cannabis (the “Company”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and

(d) Acceptable forms of identification. Training shall include:

- a. How to check identification;
- b. Spotting false identification;
- c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
- d. Provisions for confiscating fraudulent identifications; and
- e. Common mistakes made in verification.

(e) Other key state laws and rules affecting owners, managers, and employees, which shall include:

- a. Local and state licensing and enforcement;
- b. Incident and notification requirements;
- c. Administrative and criminal liability;
- d. License sanctions;
- e. Waste disposal;
- f. Health and safety standards;
- g. Patrons prohibited from bringing marijuana onto licensed premises;
- h. Permitted hours of sale;
- i. Conduct of the Marijuana Establishment;
- j. Permitting inspections by state and local licensing and enforcement authorities;
- k. Licensee responsibilities for activities occurring within licensed premises;
- l. Maintenance of records;
- m. Privacy issues; and
- n. Prohibited purchases and practices.

(f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;

- (b) not have 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
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “Employee Qualification and Training Policy”.

## Energy Compliance Plan

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Grass Appeal LLC (“GA”) dba Blackstone Valley Cannabis is committed to building an organizational philosophy rooted in operational sustainability demonstrated through prudent management and standard operating procedures focused on adopting industry best practices for minimizing the carbon footprint associated with a Marijuana Establishment.

In order to be compliant with the Energy and Environment Compiled Guidance published in January of 2020, GA will perform the following duties;

### **Identification and implementation of potential energy-use reduction opportunities;**

- The Chief Operating Officer (“COO”) will be responsible for monitoring monthly energy consumption through auditing utility reports provided by utility providers as well as monitoring operational tools installed to manage energy consumption. The COO will make necessary adjustments to operations based on energy usage data as needed.
- During facility upgrades, renovations, or expansions, the COO will incorporate researching best practices in all areas of the guidance to minimize energy consumption for future ongoing operations
- When equipment fails and/or needs to be replaced, the COO will seek to source equipment which utilizes the optimal energy efficient solution for the identified need.
- All energy-use reduction programs will be implemented and continuously improved upon through strict standard operating procedures and an internal energy and waste audit.

### **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;**

- Considerations for renewable energy resources are initially made based on the existing conditions of the property and continuously evaluated annually during an internal energy audit procedure. During the design and development phase of the project, GA will contract licensed engineers to evaluate opportunities for renewable energy generation and strategic placement of energy generators if deemed necessary. If not, documentation of why opportunities were not pursued will be recorded by the subject matter expert and approved by the COO.

- The COO will evaluate all utilities for the most effective and appropriate supply decisions for the proposed establishment. As part of the annual internal energy and waste audit, the COO will evaluate whether renewable energy sources are more prudent and effective means of consumption.
- As part of any facility upgrades, renovations, or expansions, as well as part of any failed or needing replaced equipment, the COO will evaluate all alternative energy opportunities as a prerequisite during the design and development phases of the proposed project prior to selection of solution. In tandem with a subject matter expert, the COO will determine the most appropriate path forward.

**Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and**

- During the design and development phase, GA's senior leadership will work closely with a licensed electrical engineer to implement and install energy efficient tools and resources to monitor and optimize energy loads throughout operations.
- Through ongoing operations, the COO will audit the utility reports for consumption swings outside of acceptable variances described in the standard operating procedure for the annual audit
- During GA's annual internal energy and waste audit, existing and non-existing active load/demand management and energy storage opportunities will be considered and evaluated for suitability on a case-by-case basis based on criteria deemed essential by a licensed subject matter expert.

**Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.**

- During the design and development phase, GA's senior leadership will engage a licensed engineering firm to perform an analysis of available energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Upon the establishment of all utility accounts, GA's senior leadership will request notifications from service providers on incentives and opportunities to ensure awareness of current campaigns.
- During GA's annual internal energy and waste audit, the COO will engage and subject matter experts most knowledgeable (utility account representatives, vendors, independent audit firms) of available energy efficiency programs offered to evaluate the suitability of engaging such offers in accordance with the energy compliance guidelines set forth by the Commission.

### **Additional Requirements for Cultivation Facilities**

- During the design and development phase, GA's senior leadership in collaboration with licensed engineers and subject matter experts will select operational cultivation equipment aligned with the organization's commitment to sustainability. All electrical, mechanical, plumbing, waste disposal, and fire suppression equipment will be evaluated based on compliance with the energy guidance issued by the Commission.
- After selection of specific energy-using equipment, standard operating procedures will be developed, maintained, and continuously improved upon. This documentation will cover how each particular item of equipment is tested, calibrated, maintained, and re-tested to ensure proper operational functionality.
- The COO will perform annual performance tests on all major energy-using equipment including, but not limited to, horticultural lighting, HVAC systems, and dehumidification systems.

## Grass Appeal LLC

### Safety Plan for Manufacturing

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Grass Appeal LLC (the Company) will follow all regulations and compliance requirements from all relevant town and state licensing bodies to ensure a safe work space for all out employees.

The Company will provide all necessary protective equipment for our staff on site, including protective glasses, masks, gloves, booties, uniforms, and any additional equipment as needed.

The Company will provide complete training on all processes and procedures, safety protocols and equipment and on all standard federal safety protocols (OSHA etc).

The Company will not use dangerous or corrosive chemicals in the manufacturing process, however the company will provide an MSD Sheet book in the manufacturing area and the staff will be trained on how to use those documents in case of emergency.

The Company will also provide posters wherever required or beneficial to our team members with important safety standards and expectations for ease of reference.

Training and protocols will be reviewed semi-annually by the COO for quality and adherence. They will be updated and revised as needed to maintain a safe work space for the team members.