Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282282

Original Issued Date: 06/10/2020

Issued Date: 01/15/2026

Expiration Date: 02/08/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Hennep Cultivation LLC

Phone Number: 914-483-9167

Email Address: akoudijs@hennep.com

Business Address 1: 160 Grove Street

Business Address 2:

Business City: Franklin

Business State: MA

Business Zip Code: 02038

Mailing Address 1: 160 Grove Street

Mailing Address 2:

Mailing City: Franklin

Mailing State: MA

Mailing Zip Code: 02038

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: 90

Percentage Of Control: 90

Role: Other (specify)

Other Role: Owner/managing member

First Name: Andrew **Last Name:** Koudijs **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: **Percentage Of Control:**

Role: Manager **Other Role:**

First Name: Colin **Last Name:** Noel **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 10 **Percentage Of Control:** 10

Role: Other (specify) **Other Role:** Owner/voting member

First Name: Alexander **Last Name:** Koudijs **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:**

Role: Board Member **Other Role:**

First Name: Scott **Last Name:** Sorbaro **Suffix:**

Gender: Decline to Answer **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: **Percentage Of Control:**

Role: Other (specify) **Other Role:** Close Associate / Advisor

First Name: Paige **Last Name:** Koudijs **Suffix:**

Gender: Decline to Answer **User Defined Gender:**

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

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: AKA Holdings LLC **Entity DBA:** **DBA City:**

Entity Description: AKA Holdings LLC is a Massachusetts limited liability company formed for the purposes of holding interests in Massachusetts Marijuana Establishments

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: AKA Holdings LLC is the Parent Company and sole owner of the applicant, Hennep Cultivation LLC, and holds 100% control, as detailed in the Applicant's operating agreement.

Entity with Direct or Indirect Authority 2

Percentage of Control: | **Percentage of Ownership:** 70

Entity Legal Name: The HC 2020 Dynasty Trust | **Entity DBA:** | **DBA City:**

Entity Description: 420

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: The trust will own 70% of the parent company, AKA Holdings, LLC

Entity with Direct or Indirect Authority 3

Percentage of Control: | **Percentage of Ownership:** 30

Entity Legal Name: The Scott Harrison Sorbaro Revocable Living Trust | **Entity DBA:** | **DBA City:**

Entity Description: 420

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: The trust will own 30% of the parent company, AKA Holdings, LLC

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Andrew | **Last Name:** Koudijs | **Suffix:**

Types of Capital: Monetary/Equity | **Other Type of Capital:** | **Total Value of the Capital Provided:** $250000 | **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Andrew **Last Name:** Koudijs **Suffix:**

Marijuana Establishment Name: Hennep, Inc **Business Type:** Marijuana Retailer

Marijuana Establishment City: Provincetown **Marijuana Establishment State:** MA

Individual 2

First Name: Andrew **Last Name:** Koudijs **Suffix:**

Marijuana Establishment Name: Hennep Cultivation LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Franklin **Marijuana Establishment State:** MA

Individual 3

First Name: Colin **Last Name:** Noel **Suffix:**

Marijuana Establishment Name: Hennep Cultivation LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Franklin **Marijuana Establishment State:** MA

Individual 4

First Name: Alexander **Last Name:** Koudijs **Suffix:**

Marijuana Establishment Name: Hennep Cultivation LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Franklin **Marijuana Establishment State:** MA

Individual 5

First Name: Alexander **Last Name:** Koudijs **Suffix:**

Marijuana Establishment Name: Hennep **Business Type:** Marijuana Research Facility

Marijuana Establishment City: Franklin **Marijuana Establishment State:** MA

Individual 6

First Name: Andrew **Last Name:** Koudijs **Suffix:**

Marijuana Establishment Name: Hennep Cultivation LLC **Business Type:** Marijuana Research Facility

Marijuana Establishment City: Franklin **Marijuana Establishment State:** MA

Individual 7

First Name: Scott **Last Name:** Sorbaro **Suffix:**

Marijuana Establishment Name: Hennep Cultivation LLC **Business Type:** Marijuana Research Facility

Marijuana Establishment City: Franklin **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 160 Grove Street

Establishment Address 2:

Establishment City: Franklin **Establishment Zip Code:** 02038

Approximate square footage of the Establishment: 60000 **How many abutters does this property have?:** 14

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

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload

				Date
Executed HCA Waiver	2024-09-11 HCA Waiver executed 160 Grove.pdf	pdf	68fa1d991cb95ddffb75ed6b	10/23/2025
Plan to Remain Compliant with Local Zoning	2025-12-08 RFI Plan to Remain Compliant with Local Zoning (MC282282 MP281766).pdf	pdf	693c49d578e4c85baa0d7d1a	12/12/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2024 Plan for Positive Impact (MC282282 MP281766).pdf	pdf	66e9bc6894e8b8000866cd8c	09/17/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Andrew **Last Name:** Koudijs **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Colin **Last Name:** Noel **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Alexander **Last Name:** Koudijs **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Scott **Last Name:** Sorbaro **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: **Other Role:**

First Name: Paige **Last Name:** Koudijs **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: AKA Holdings LLC **Entity DBA:**

Entity Description: AKA Holdings LLC is a Massachusetts limited liability company formed for the purposes of holding interests in Massachusetts Marijuana Establishments

Phone: 914-483-9167 **Email:** akoudijs@hennep.com

Primary Business Address 1: 160 Grove Street **Primary Business Address 2:**

Primary Business City: Franklin **Primary Business State:** MA **Principal Business Zip Code:** 02038

Additional Information: AKA Holdings LLC is the Parent Company and sole owner of the applicant, Hennep Cultivation LLC, and holds 100% control, as detailed in the Applicant's operating agreement.

Entity Background Check Information 2

Role: Other (specify) **Other Role:** The trust will own 70% of the parent company, AKA Holdings, LLC

Entity Legal Name: The HC 2020 Dynasty Trust, **Entity DBA:**

Entity Description: 420

Phone: 914-329-2373 **Email:** rciota@ciotalegal.com

Primary Business Address 1: 421-B Main Street **Primary Business Address 2:**

Primary Business City: Ridgefield **Primary Business State:** CT **Principal Business Zip Code:** 06877

Additional Information:

Entity Background Check Information 3

Role: Other (specify) **Other Role:** The trust will own 30% of the parent company, AKA Holdings, LLC

Entity Legal Name: The Scott Harrison Sorbaro Revocable Living Trust **Entity DBA:**

Entity Description: 420

Phone: 914-447-5076 **Email:** ssorbaro@hennep.com

Primary Business Address 1: 1 Renaissance Square, PH2B **Primary Business Address 2:**

Primary Business City: White Plains **Primary Business State:** NY **Principal Business Zip Code:** 10601

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Hennep Cultivation LLC - Certificate of Organization - 2019-03-28.pdf	pdf	5d9e91c4d471f115eb59abe0	10/09/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Stand SOC Hennep Cultivation LLC.pdf	pdf	5da6328fba9d562b3e02fec7	10/15/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing DOR Hennep Cultivation LLC.pdf	pdf	5daa0e3e73225f2fcd76497d	10/18/2019

Bylaws	SIGNED Hennep Cultivation LLC MA Operating Agreement 10-21-19.pdf	pdf	5db1eb17b207f82b12a942d1	10/24/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	2025-10-06 SOC Certificate Cultivation LLC.pdf	pdf	6915e02fc1a1ec508a08fa45	11/13/2025
Department of Revenue - Certificate of Good standing	2025-10-07 DOR Certificate Cultivation LLC.pdf	pdf	6915e033af1485a6ac597dde	11/13/2025
Department of Unemployment Assistance - Certificate of Good standing	2025-10-08 DUA Certificate Cultivation LLC.pdf	pdf	6915e036af1485a6ac597df2	11/13/2025

Massachusetts Business Identification Number: 001375984

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Operating Agreement or Articles of Incorporation	2024-11-08 RFI Operating Agreement Attestation (MC282282 MP281766).pdf	pdf	673ccd1ba18da60008f825ec	11/19/2024
Capitalization Table	v2 Hennep Cultivation LLC__Cap Table.pdf	pdf	674ddd4ab92cff000896fb6b	12/02/2024
Proposed Timeline	2025-11-13 Timeline to Achieve Operations (MC282282 MP281766).pdf	pdf	6915e624c1a1ec508a090241	11/13/2025
Operating Agreement or Articles of Incorporation	2025-12-08 RFI Operating Agreement Attestation (MC282282 MP281766).pdf	pdf	693c4977fe58050a08d09e45	12/12/2025
Capitalization Table	2025-11-24 RFI Alec Andrew Koudijs Explainer (MC282282 MP281766).pdf	pdf	693c49bcfe58050a08d09eac	12/12/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Employee Qualifications and Training.pdf	pdf	5daf668090352a2b339acfe6	10/22/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5daf6682572d3130006a3bd4	10/22/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5daf6684cdbfc22fc658c80b	10/22/2019
Personnel policies including background checks	Personnel Policies.pdf	pdf	5daf6687ec4af12b5426abbc	10/22/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5daf66c4d5c8962b282daf76	10/22/2019
Quality control and testing	Quality Control.pdf	pdf	5daf66c6b207f82b12a93b98	10/22/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5daf6723572d3130006a3bd8	10/22/2019
Restricting Access to age 21 and	Restricting Access to 21.pdf	pdf	5daf672490352a2b339acfec	10/22/2019

older				
Storage of marijuana	Storage of Marijuana.pdf	pdf	5daf6727c9aebd2b498a8e03	10/22/2019
Transportation of marijuana	Transportation Plan.pdf	pdf	5daf6729cdbfc22fc658c810	10/22/2019
Security plan	Hennep Cultivation LLC Security Plan RFI 3-2-20 update final.pdf	pdf	5e668ac249038b46abf1db3d	03/09/2020
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation RFI 3-5-20 update final.pdf	pdf	5e668f0ad2a4e4440583a01e	03/09/2020
Dispensing procedures	cultivation manufacturing dispensing procedures 2023 (MC282282 MP281766).pdf	pdf	64ac5d1ae317fe0008dced61	07/10/2023
Separating recreational from medical operations, if applicable	2024-07-11 Separating Recreational and Medical.pdf	pdf	66e9bc3894e8b8000866cd31	09/17/2024
Energy Compliance Plan	2025-12-12 Energy Compliance Plan (MC282282 MP281766).pdf	pdf	693c4a0078e4c85baa0d7dc2	12/12/2025
Diversity plan	2025-12-08 RFI Plan for Diversity-Inclusion (MC282282 MP281766).pdf	pdf	693c4a0978e4c85baa0d7dd6	12/12/2025

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

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Hennep Cultivation LLC has not commenced operations but we are a sister entity to Hennep, Inc. Hennep, Inc. was just recently recommended to the Commission for renewal (MRR206392) of its retail license (MR281450) after completing an RFI process regarding its Positive Impact Plan. Hennep, Inc. and Hennep Cultivation LLC share a plan and support Blue Skies through financial donations as part of its Positive Impact Plan. Even though Hennep Cultivation LLC is not yet operational, the entity still provides funding (in addition to the funding provided by Hennep, Inc.) to Blue Skies to accomplish its goals. Attached in the supporting documents below are the PIP documents that were recently recommended for Commission renewal.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Hennep Cultivation LLC is not yet operational due to the ongoing construction and development of its provisionally licensed Establishment. For this reason, no employees have been hired yet, thus resulting in no progress or success. Hennep expects to be operational in the coming months, and we will adhere to the goals set forth in our Diversity Plan when we begin hiring employees. We will demonstrate progress or success towards these goals at next year's annual license renewal.

HOURS OF OPERATION

Monday From: Open 24 Hours	**Monday To:** Open 24 Hours
Tuesday From: Open 24 Hours	**Tuesday To:** Open 24 Hours
Wednesday From: Open 24 Hours	**Wednesday To:** Open 24 Hours
Thursday From: Open 24 Hours	**Thursday To:** Open 24 Hours
Friday From: Open 24 Hours	**Friday To:** Open 24 Hours
Saturday From: Open 24 Hours	**Saturday To:** Open 24 Hours
Sunday From: Open 24 Hours	**Sunday To:** Open 24 Hours

Hennep Cultivation LLC
MC282282/MP281766

160 Grove Street
Franklin, MA 02038

License Renewal: Plan to Remain Compliant with Local Zoning

The Town of Franklin Massachusetts (the "Town") amended its zoning Bylaw at a Franklin Town Council meeting held on February 8, 2017, and added on February 15, 2017 by Bylaw Amendment 17-779, to allow the cultivation, and production manufacturing marijuana for adult-use in the Industrial zoning district.

Hennep Cultivation LLC (the "Company") is proposing to develop and operate a Marijuana Establishment at 160 Grove Street. This site is located in the Industrial zone, which permits the operation of a marijuana establishment, specifically a marijuana cultivation and production manufacturing facility pursuant to Chapter 185, Article V, Section 185-49 of the Bylaw, subject to the granting of a Special Permit from the Town of Franklin Planning Board (the "Board").

The Company received its Special Permit and Site Plan Approval from the Town on August 10, 2020. The Company received its Building Permit on September 24, 2021.

The Company entered into a Host Community Agreement with the Town of Franklin on March 29, 2019. The host community agreement was valid for a period of five (5) years and expired on March 28, 2024. After some deliberation this past spring and summer, the Town has decided to waive all Host Community Agreements. The Town Manager notified Hennep of this decision on 6/19/24; as such, no Host Community Agreement currently exists. The waiver certification form is attached to this renewal application and was executed on 9/11/24.

The Company received a Temporary Certificate of Occupancy in October 2025. The Company expects to receive its full Certificate of Occupancy in December 2025.

The company will comply with all local regulations regarding zoning, the development and construction of the facility, as well as the use and operation of the proposed Marijuana Establishments.

From: **Colin Noel** cnoel@hennep.com
Subject: Re: [Town of Franklin MA] Hennep - 160 Grove St - Cost Documentation (Sent by Colin Noel, cnoel@hennep.com)
Date: April 10, 2023 at 2:44 PM
To: Jamie Hellen jhellen@franklinma.gov

Hi Jamie,

I hope you've been well. It's that time of year again and we are renewing our annual licenses with the Cannabis Control Commission for the cultivation/manufacturing facility at 160 Grove Street (Hennep Cultivation LLC).

To remind you, we are required to request documentation from the Host Community of any costs incurred due to the operation of a cannabis establishment, however we are not operational yet.

I must make the following statement as part of this formal request:

In accordance with M.G.L. c. 94G § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Would you please forward a record of any such costs at your earliest convenience? If no costs have been incurred, could you please make a statement to that effect?

Thank you!

Colin Noel
Hennep Cultivation LLC
MC282282/MP281766

hennep

Hennep Cultivation LLC
MC282282/MP281766
160 Grove Street
Franklin, MA 02657

7/12/2023

Attn: Licensing Department
Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

Attestation of Cost Letter to Municipality

I, Andrew Koudijs, as principal of Hennep Cultivation LLC, attest that Hennep received no adequate response to its request for cost documentation to the Host Community, the Town of Franklin. The request was made on April 10, 2023.

The Town Manager responded but ignored the question posed by Hennep in its initial request, and instead brought up other matters.

I declare that the above statement is true and accurate to the best of my knowledge.

Andrew Koudijs
Principal
Hennep Cultivation LLC

Hennep Cultivation LLC
MC282282/MP281766

160 Grove Street
Franklin, MA 02038

Plan for Positive Impact

Overview

Hennep shall deem it a priority to pursue the actions contained herein. It is Hennep's responsibility according to M.G.L. c. 94G, § 4 to perform these actions. It is also the Hennep's social responsibility to assist those who have been negatively impacted by the disproportionate enforcement of the war on drugs. The Cannabis Control Commission (the "Commission") has identified the following:

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

Goals

Hennep seeks to:

1. Provide business assistance (time, organization skills, mentorship) that will have a direct impact on Social Equity and Economic Empowerment Applicants; and
2. Provide direct feedback to operating procedures, building layout, and inspection preparation.
3. Reduce barriers of entry to the adult-use cannabis industry, by;
4. Provide monetary funding to the Cannabis Social Equity Trust Fund.

Program #1:

- Hennep shall submit (upon approval of this plan) an Equity Involvement Form.
    - Hennep will also contact Applicants who have been approved for Social Equity Status, to ensure that our mentorship program is active and robust.
- Hennep shall meet with the Applicant to assess the needs of the Applicant.
- Hennep shall bring the applicant to our Establishment to train the Applicant in best practices, procedures, and compliance.
- While the Applicant is moving through the application and inspection processes, Hennep shall make all efforts to assist the Applicant move through these processes in an efficient manner.
- Upon the Applicant reaching Commence Operations, Hennep will continue to provide consultation to the Licensee, as requested by the Licensee.

Goal of Program #1:

- Assist one Social Equity Applicant in transitioning to Commence Operations stage.

Program #2:

- Hennep has identified Mansfield, MA as an Area of Disproportionate Impact through the Commission's "Guidance for Identifying Areas of Disproportionate Impact."
- Hennep shall give priority consideration to job applications who live in Mansfield.
- To further facilitate the hiring of individuals from this Area of Disproportionate Impact, Hennep has scheduled a meeting with the Assistant Town Manager, Matthew Violette, to best understand how to serve this community. At time of writing, Hennep intends, at the very least, to attend a job fair in the Town of Mansfield after Final Licensure, as well as posting job opportunities in local publications recommended by the Assistant Town Manager.

Goal of Program #2:

- Make job offers to at least five and hire at least one registered Agent from the Town of Mansfield.

Programs #3 and #4:

- Hennep shall donate $2,000 to the Cannabis Social Equity Trust Fund before its first annual license renewal, and annually thereafter, or until revising this Plan and having the revised version approved by the Commission.

Goal of Programs #3 and #4:

- Provide capital to those applicants who apply for the loans and grants within the Cannabis Social Equity Trust Fund.
- The Cannabis Social Equity Advisory Board will distribute funds to those in need.
- These funds or grants are intended to reduce barriers of entry to this industry, by providing funding for startup costs including rent, consultation and legal fees, and other associated fees.

Acknowledgements

Hennep acknowledges the progress or success of this plan must be documented upon renewal of its license annually, starting from provisional licensure. Hennep will make available to the Commission a range of data that demonstrate progress or success toward the goals and programs described as part of this plan, as well as written narratives describing such progress or success.

Hennep acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and

Hennep acknowledges any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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: 001375984

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

2a. Location of its principal office:

No. and Street: 1330 BOYLSTON SREET
APT. 202
City or Town: BOSTON State: MA Zip: 02215 Country: USA

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

No. and Street: 1330 BOYLSTON SREET
APT. 202
City or Town: BOSTON State: MA Zip: 02215 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:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE SUBMITTING APPLICATIONS WITH ALL APPLICABLE MASSACHUSETTS REGULATORY AUTHORITIES TO OBTAIN AUTHORIZATION, AND UPON APPROVAL BY EACH SUCH AUTHORITY, TO ENGAGE IN THE CULTIVATION AND SALE OF CANNABIS PRODUCTS, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE. THE LLC WILL NOT ENGAGE IN ANY ACTIVITY REQUIRING THE APPROVAL AND ENDORSEMENT OF THE CANNABIS CONTROL COMMISSION UNTIL SUCH AUTHORIZATIONS HAVE BEEN RECEIVED.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ANDREW KOUDIJS
No. and Street: 1330 BOYLSTON SREET
APT. 202
City or Town: BOSTON State: MA Zip: 02215 Country: USA

I, ANDREW KOUDIJS 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	ANDREW KOUDIJS	1330 BOYLSTON SREET, APT. 202 BOSTON, MA 02215 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANDREW KOUDIJS	1330 BOYLSTON SREET, APT. 202 BOSTON, MA 02215 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of March, 2019,
ANDREW KOUDIJS

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

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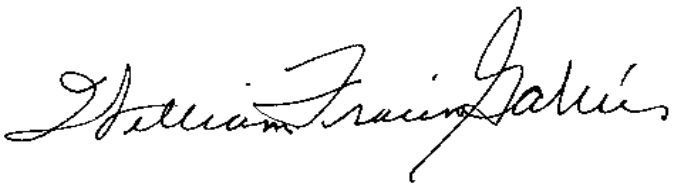
THE COMMONWEALTH OF MASSACHUSETTS

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:

March 28, 2019 01:52 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

William Francis Galvin
Secretary of the
Commonwealth

October 8, 2019

TO WHOM IT MAY CONCERN:

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

HENNEP CULTIVATION LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 28, 2019.**

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

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

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

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

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

William Francis Galvin

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0998104960
Notice Date: October 15, 2019
Case ID: 0-000-709-574

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000073

ANDREW KOUDIJS
HENNEP CULTIVATION LLC
1330 BOYLSTON ST UNIT 202
BOSTON MA 02215-5503

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

HENNEP CULTIVATION LLC

OPERATING AGREEMENT

A Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of HENNEP CULTIVATION LLC (the "**Company**") is made effective as of the 22 day of October, 2019 by and between Andrew Koudijs as the initial Manager of the Company (the "**Manager**"), and AKA HOLDINGS LLC 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 has formed the Company as a limited liability company pursuant to the provisions of the Act, and agree that the rights, duties and liabilities of the Member 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 was 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 Andrew Koudijs, 1330 Boylston Street, Apt. 202 Boston, MA 02215. 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 1330 Boylston Street, Apt. 202 Boston, MA 02215. 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 submit applications with all applicable Massachusetts authorities to obtain authorization, and upon approval by each such authority, to engage in the cultivation, production manufacturing, transportation, and sale of cannabis products, and any other business in which a Massachusetts limited liability company is authorized to engage. The Company will not engage in any activity requiring the approval and enforcement of the Massachusetts Cannabis Control Commission until such authorizations have been received.

ARTICLE 3 - MEMBER

Section 3.1 Powers of Member. The Member shall have no 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 members, 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 Managers for breaches of fiduciary duty, no Manager shall be personally liable to the Company or its members 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 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:
AKA HOLDINGS LLC

By: Andrew Koudijs
Name: Andrew Koudijs
Title: Manager
For: AKA HOLDINGS LLC

MANAGER:

By: Andrew Koudijs
Name: Andrew Koudijs
Title: Manager

Employee Qualifications and Training

Hennep Cultivation LLC (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 Responsible Vendor Program under 935 CMR 500.105(2)(b). 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 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 program within 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" 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 upon 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. Marijuana's physical effects based on 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. Medical registration cards issued by the DPH;
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 and court 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, 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**".

Outside of the Responsible Vendor Training, employees will be trained on the compliance standards related to his or her own job function as well as cross trained on compliance standards for other job functions to better understand the company-wide impact of procedures and protocols, and potentially mitigate operational risks. Training may be conducted on-site by the senior management team or off-site if approved.

The Company estimates that it will hire 40-50 employees across the company, however this may change with the business needs at any time. Non-cultivation or non-manufacturing jobs will include staffing for human resources, accounting/finance, marketing, and an IT technician. The Company may decide to contract an

independent consultant for one or more of the non-cultivation or non-manufacturing jobs. Cultivation and manufacturing employees will be required to register as a Marijuana Establishment Agent with the Commission. General qualifications for jobs in the security, cultivation, or processing operations for The Company will include, but are not limited to;

- Ability to stand for 8+ hours per day while working
- Ability to lift up to 70 pounds
- Ability to follow directions and perform repetitive tasks accurately
- 21+ years of age
- Must be able to pass a comprehensive background check

Director of Security

The Director of Security will require sufficient qualifications to plan, direct and coordinate activities relating to the protection, safeguarding and security of company assets, employees, invitees and others. The Director of Security will also;

- Ensure that established goals and objectives are accomplished with prescribed priorities, time limitations and with fiscal responsibilities
- Monitor and maintain all surveillance equipment so that it is in good working condition
- Advise, make recommendations, and assist in the formulation of security oriented goals and objectives
- Design, implement and monitor security policies, procedures and programs
- Comply with federal, state and local regulations
- Exercise independent judgment in the course of carrying out overall responsibilities and other activities as assigned
- Oversee the hiring and scheduling of contracted security guards

Security Guard

The Company plans to contract with a third-party security company to employ trained guards at the facility. Security Guards will report to the Director of Security, and follow all of The Company' security procedures and protocols as summarized in the security plan.

Director of Cultivation

The Director of Cultivation will require sufficient qualifications to drive the long-range strategic planning process for operations by overseeing and managing all production operations, including manufacturing, and inventory control. The Director of Cultivation will be responsible for the products life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities. Additionally, the Director of Cultivation will be involved in the development of operations-related plans, capacity, budgets, infrastructure, policies and procedures.

Cultivation Manager

The Cultivation Manager will require sufficient qualifications to be responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. The Cultivation Manager will maintain cleanliness standards and oversee daily inspections and

inventory management, and will be able to maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately. The Cultivation Manager will also;

- Oversee Cultivation Associates throughout all the tasks in the grow cycle, including transplanting, feeding, cloning, cropping and inventory management
- Assist in the hiring and training of Cultivation Associates
- Work directly with the dispensary teams and the Director of Cultivation to ensure the quantity, mix and yield of strains planted will meet patient and market needs for medicine and treatment

Cultivation Associate

The Cultivation Associate will require sufficient qualifications to execute protocols and operating procedures for all phases of cultivation and processing, including: propagation, fertigation, and harvesting. All Cultivation Associates will be trained in the inventory, tracking, and monitoring systems to ensure that the company works to mitigate the risk for diversion or loss. These positions will report to the Cultivation Manager, and will;

- Perform tasks for transplanting, feeding, cloning, pruning, cropping, and inventory management
- Monitor and report on marijuana plants throughout their lifecycles
- Perform clean-up of cultivation and processing areas after a harvest is complete
- Work within the inventory control software to track all actions performed during job duties

Manufacturing Manager

The Manufacturing Manager will require sufficient qualifications to ensure that the processing areas are maintained in order to meet the demands of production. The manufacturing team is responsible for all daily operations relevant to processing and manufacturing finished product; this includes but is not limited to;

- Supervision of team members
- Inventory control
- Compliance with laws and regulations
- Production forecasting
- Health, safety and sanitation requirements

Manufacturing Associate

The Manufacturing Associate will require sufficient qualifications to execute protocols and operating procedures for all phases of processing, including: trimming, curing, processing, and packaging finished goods. All Manufacturing Associates will be trained in the inventory, tracking, and monitoring systems to ensure that the company works to mitigate the risk for diversion or loss. These positions will report to the Manufacturing Managers, and will;

- Perform tasks for trimming, drying, curing, processing, and packaging finished goods
- Ensure that all labeling and recording of inventory data into the tracking system is completed
- Train and become proficient in various extraction methods

Maintaining of Financial Records

Hennep Cultivation LLC (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, 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

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;

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**".

As part of enterprise resource planning, The Company will utilize an ERP software system with secured backup storage capacity to maintain all records.
ERP software system will allow The Company to provide the Commission, or other regulatory body, with accurate and timely reporting of historical business records required to maintain compliance as well as implement accounting software to maintain records in accordance with 935 CMR 500.105 (9)(e) for:
will implement good financial controls to mitigate the risks of inaccurate reporting or fraudulent practices.

- Assets
- Liabilities
- Capital account balances
- Revenues
- Expenses – 280e deductible
- Expenses – 280e non-deductible

Personnel Policies Including Background Checks

Hennep Cultivation LLC (the "**Company**") shall implement the following Personnel Policies and Background Check policies:

(1) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free.

(2) 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;

(3) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9);

(4) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(5) The Company shall immediately dismiss any Marijuana Establishment agent who has:

a. Diverted marijuana, which shall be reported to law enforcement officials 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 another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(6) The Company shall make a list of all board members and executives of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company shall also make this list available on its website.

(7) 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).

(8) The Company shall apply for registration for all of its board members, directors, employees, executives, 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 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.

(9) 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 another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, 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, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority 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 a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority 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.

(10) An executive of the Company registered with the Department of Criminal Justice Information Systems 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 Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

(11) 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.

(12) 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.

(13) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying 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.

(14) 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.

(15) 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.

(16) 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;

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 935 CMR 500.030.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, upon 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 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;
- Production Manager; and
- Security Manager.

Staff Level
- Up to fifteen (15) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Cultivation and Production 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**".

The Company will maintain all personnel policies and procedures in an employee handbook which will address a wide variety of topics including information on;

- Employee benefits
- Vacation and sick time
- Work schedules
- Confidentiality
- Criminal background checks
- Security and limited access areas
- Employee identification and facility access
- Personal safety and crime prevention techniques
- Alcohol, drug, and smoke-free workplace
- Grounds for discipline and termination

Each employee is required to review the handbook and attest to their understanding of the Company's personnel policies and procedures. The Company will review its employee handbook periodically and communicate any changes to its employees.

Quality Control and Testing for Contaminants

Testing of Marijuana

Hennep Cultivation LLC (the "**Company**") shall not sell or otherwise market for adult use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Massachusetts Department of Public Health (the "**DPH**") and to test its environmental media (*e.g.,* soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

The Company shall test 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 DPH 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 product and the assessment of the source of contamination. 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.

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 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.

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, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; 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 nonedible 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 nonedible 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;

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 waste water 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: *Minimum Sanitation Standards for Food Establishments*.

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

Record Keeping Procedures

Hennep Cultivation LLC (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, 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*;

(e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of assets and liabilities; and monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any; 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.

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**".

Restricting Access to Age 21 and Older

Hennep Cultivation LLC (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.

Currently, the Company is only applying for Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location. However, should the Company ultimately apply for, and be licensed as, a Registered Marijuana Dispensary thus permitting the sale of Medical Marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued by the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification.

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

Hennep Cultivation LLC
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160 Grove Street
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Separating Recreational and Medical Operations

Hennep Cultivation LLC will not be required to separate recreational and medical operations because it is solely an adult-use license and will not cultivate or manufacture any medical products.

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Energy Compliance Plan

This Energy Compliance Plan provides an overview of Hennep's approach to managing energy use responsibly and continuously improving efficiency across our operations. It outlines how we evaluate opportunities to reduce consumption, assess the feasibility of renewable energy options, and adopt practical measures that support long-term sustainability. The plan also summarizes our strategies for managing electrical demand through thoughtful operational practices and emerging technologies. Finally, it describes our commitment to understanding and exploring relevant state and local energy-efficiency programs.

Energy Use Reduction Opportunities

Most of the Canopy at this location is within greenhouses, whose primary light source is the sun. The greenhouses do feature LED horticultural lights for supplemental lighting. To reduce energy consumption, the supplemental lighting will only be used when necessary, like on cloudy days.

The indoor grow spaces are outfitted with dimmable LED horticultural lights, meaning that they will only be run at the light level needed for each phase of growth. Rather than running the lights at 100% continuously, this vastly reduces energy use in the earlier stages of the plant growth cycle.

100% of the condensate generated from dehumidification and air conditioning is captured and reintroduced to the water system.

Opportunities for Renewable Energy Generation

Solar energy has been explored for this Establishment. Unfortunately, several challenges exist that make implementation unfeasible at this point. The most obvious location for solar panels, the roof, is extremely difficult due to the location of mechanical equipment on the roof, vent stacks, and other roof penetrations.

Ground mounted solar arrays are also unfeasible for this Establishment, due to a large portion of the parcel being undevelopable wetlands.

Hennep has explored power purchase agreements for offsite solar generation and plans to pursue such an agreement with a utility company.

Strategies to Reduce Electric Demand

100% of the lighting at this Establishment is LED, including horticultural lighting, as well as interior lighting and exterior site lighting. Furthermore, all interior lighting is motion controlled. If no motion is detected for 15 minutes, the lights turn off automatically.

Many power-hungry processes, such as pumping water to refill irrigation tanks, will occur overnight when overall grid demand is lower.

Engagement with Energy Efficiency Programs

Hennep is committed to exploring and understanding any available energy efficiency programs at the municipal or state level, such as power purchase agreements of renewable energy sources and demand aggregation.

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Plan for Diversity & Inclusion

Statement of Purpose

Hennep recognizes and understands the importance of diversity and inclusion in the workplace to maintain a productive, happy, and welcoming environment for both employees and customers, as well as the beneficial impacts that a diverse workforce has on a retail business's ability to interact with all its customers in a meaningful way.

Hennep is committed to promoting and facilitating diversity and inclusion in the workplace, evidenced by the quantifiable goals developed for this plan. At least 50% of Hennep's workforce will be comprised of individuals considered to be part of "diverse populations" by or before the first annual license renewal. Additionally, Hennep will require all registered Agents to attend at least 1 hour of diversity training annually, and offer at no cost to the Agent additional related trainings, courses or seminars.

Goals

- **Goal 1**: Hire a workforce that meets or exceeds 50% representation by individuals considered to be part of "diverse populations," identified in the strategies section of this plan, and at a minimum include:
    - Women: 50% or greater.
    - Racial minority: 25% or greater.
    - LGBTQIA+: 10% or greater.
    - Veterans: 0% or greater
    - Persons with disabilities: 0% or greater.

- **Goal 2**: Promote and facilitate education about the importance and benefits of diversity and inclusion in the workplace, by requiring at least 1 hour of diversity and inclusion training annually for all registered Agents and by offering, at no cost to the Agent, numerous other training courses, programs, or seminars related to diversity and inclusion that Agents may elect to enroll in.

Strategies/Programs

Diverse Hiring: Hennep will hire a workforce comprised of at least 50% individuals considered to be part of "diverse populations" by or before its first annual license renewal. Diverse populations include people of color, women, veterans, persons with disabilities, and LGBTQIA+ people. Hennep will achieve this goal by participating in job fairs targeted at such groups, by posting job listings in publications targeted at such groups, as well as job listings online services such as Indeed for maximum visibility and reach to as many demographics as possible.

Education and Training: Hennep will promote and facilitate learning related to diversity and inclusion in two ways. All registered Agents will be required to complete at least 1 hour of diversity training annually. In addition, the company will facilitate additional training for registered Agents who elect to do so by paying any associated enrollment fees or ticket prices, if applicable, to trainings, seminars, or other diversity-focused events.

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Measurements

Measurement towards the progress or success of the goals identified and described above will occur on a quarterly basis. The Store Manager will develop and present a quarterly report concerning the progress (or lack thereof) towards the success of these goals. If, at the time of the quarterly report, it's determined that insufficient progress has been made towards any of these goals, an increased effort will be made so that the goals can be accomplished by or before the annual license renewal process.

Diverse Hiring: Hennep will utilize the data collected during the Agent registration process to quantify the progress/success of meeting the diverse hiring goal.

Education and Training: Hennep will maintain a training log in each Agent's "employee file." Although not exclusive to diversity training, the training log will show the name or title of the training, a brief description of the contents of the training, who the training was provided by, the length or duration of the training, and the date the training was completed, among other information.

Acknowledgements

Hennep acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR.104(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and TMC, respectively.

Hennep also acknowledges that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.