



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284177  
Original Issued Date: 12/28/2022  
Issued Date: 12/28/2022  
Expiration Date: 02/12/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Natural Agricultural Products, LLC

Phone Number: 508-802-2315 Email Address: lboyd@naturalagriculturalproducts.org

Business Address 1: 4 Main Street

Business Address 2:

Business City: Brockton

Business State: MA

Business Zip Code: 02301

Mailing Address 1: 1437 Bedford Street

Mailing Address 2:

Mailing City: Abington

Mailing State: MA

Mailing Zip Code: 02351

### 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: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: Gary

Last Name: Leonard

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: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Kathryn

Last Name: Redden

Suffix:

Gender: Female

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:

Percentage Of Control:

Role: Manager

Other Role:

First Name: David

Last Name: Willette

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: Other (specify)

Other Role: Investor

First Name: Keshaudas

Last Name: Pahuja

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Pakistan

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

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

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1437 Bedford Street

Establishment Address 2:

Establishment City: Abington

Establishment Zip Code: 02351

Date generated: 01/08/2024

Approximate square footage of the establishment: 27000      How many abutters does this property have?: 8

Have all property abutters 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	Host Community Agreement 5_10_2021.pdf	pdf	60999e66e54b280786bb1974	05/10/2021
Certification of Host Community Agreement	Certification of Host Agreement 4_28_2021.pdf	pdf	6144e567f6892707b40df699	09/17/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning and Bylaws.pdf	pdf	6247048853957f00087130ef	04/01/2022
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	62b371b79ff11700081ce247	06/22/2022
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	62b371bef750650008b38409	06/22/2022
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	62b371c59ff11700081ce25b	06/22/2022
Community Outreach Meeting Documentation	Community Outreach Meeting Attendee List.pdf	pdf	62b371d0f750650008b3841d	06/22/2022
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	62b371dd9ff11700081ce276	06/22/2022

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	62e286e1fad13900086adc84	07/28/2022

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner      Other Role:  
First Name: Gary      Last Name: Leonard      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Owner / Partner      Other Role:  
First Name: Kathryn      Last Name: Redden      Suffix:  
RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Manager

Other Role:

First Name: David

Last Name: Willette Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Manager

Other Role:

First Name: Keshaudas

Last Name: Pahuja Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	60ce0f2e5d572808c35c2a36	06/19/2021
Bylaws	BylawsSigned.pdf	pdf	621e9645e449f407967d95a0	03/01/2022
Department of Revenue - Certificate of Good standing	DUA Good Standing Letter.pdf	pdf	6247007bc91bef00095265ff	04/01/2022
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - DOR 06.16.2022.pdf	pdf	62b37263f750650008b386d7	06/22/2022
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing - Secretary of the Commonwealth 06.15.2022.pdf	pdf	62b3726cf750650008b386f5	06/22/2022

No documents uploaded

Massachusetts Business Identification Number: 001311392

Doing-Business-As Name: Natural Agricultural Products

DBA Registration City: Abington

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	60e32d0b1159b60338d4c9cf	07/05/2021
Business Plan	N.A.P. Business Plan ABINGTON.pdf	pdf	6144eb29604619079ab78b71	09/17/2021
Proposed Timeline	Business Plan Proposed Timeline ABINGTON.pdf	pdf	6144ecad179a26079c9e4bd2	09/17/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products.pdf	pdf	61be12150b55784640e05bb1	12/18/2021
Restricting Access to age 21 and older	Restricting Access to individuals 21 or Older.pdf	pdf	61be12b484fb17447c43c73c	12/18/2021
Storage of marijuana	Storage Plan.pdf	pdf	61be12f6434e1f4432e3ba7e	12/18/2021
Transportation of marijuana	Transportation Plan.pdf	pdf	61be130c922a104454b696f2	12/18/2021
Inventory procedures	Inventory Procedures.pdf	pdf	61be131eab6c7a4448909692	12/18/2021
Quality control and testing	Quality Control and Testing Procedures.pdf	pdf	61be1333bccaf2464fd7f543	12/18/2021
Personnel policies including background checks	Personnel Policies including Background Checks.pdf	pdf	61be1363d2f0bb446ad24ae8	12/18/2021
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	61be137484fb17447c43c743	12/18/2021
Security plan	Security Plan.pdf	pdf	61c226f512daf94439383590	12/21/2021
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	61c227050b55784640e067be	12/21/2021
Qualifications and training	Retail - Detailed Description of Qualification of Intended Trainings for Agents.pdf	pdf	61c227430b55784640e067c2	12/21/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	621e97c20034de07b0945dfb	03/01/2022
Maintaining of financial records	Maintenance of Financial Records Plan.pdf	pdf	621e981a440815076f41378a	03/01/2022
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	621e981c32b90c07941a550e	03/01/2022
Diversity plan	Diversity Plan.pdf	pdf	62b49c069ff11700081e15b1	06/23/2022

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

TOWN OF ABINGTON AND  
NATURAL AGRICULTURAL PRODUCTS, LLC

HOST COMMUNITY AGREEMENT  
FOR THE SITING OF A MARIJUANA ESTABLISHMENT  
IN THE TOWN OF ABINGTON

This Host Community Agreement ("Agreement") is entered into this day of April, 2021 by and between Natural Agricultural Products, LLC, a Massachusetts limited liability company with its principal office located at 82 Brian Drive, Brockton, Massachusetts 02301 (the "Company") and the Town of Abington, a Massachusetts municipal corporation with a principal address of 500 Gliniewicz Way, Abington, Massachusetts 02351, acting by and through its Town Manager in reliance upon all of the representations made herein (the "Town") (the Town and Company, collectively, the "Parties").

RECITALS

WHEREAS, the Company wishes to locate a licensed Marijuana Retail Establishment, Tier 2 Marijuana Cultivation Establishment, and Marijuana Product Manufacturing Establishment, solely for the indoor cultivation, processing, manufacturing, packaging and transfer of marijuana for adult use, with approximately 2,000 square feet Of administrative space, 20,000 square feet ofcultivation space, 15,000 square feet ofprocessing space and manufacturing space, on an 75,194 square foot parcel at the property located at 1437 Bedford Street, Abington, Massachusetts 023 51 , Abington, Massachusetts, more accurately described by the deed recorded with the Plymouth County Registry of Deeds Book 53984, page 261 on, and as shown on Map 68 and numbered Assessor's Mapmarcel 20 (the "Property") in the Town (the Marijuana Retail Establishment, Marijuana Cultivation Establishment, and Product Manufacturing Establishment, collectively and individually, the "Facility") in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations, as may be amended; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, pennittlng and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite license(s) from the Cannabis Control Commission or such other state licensing or monitoring authority, as the case may be, to operate the Marijuana Retail Establishment, Marijuana Cultivation Establishment, and/or Product Manufacturing Establishment at the Property and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite license and/or approvals as may be required for the operation of the Facility, including but not limited to an occupancy permit from the Town's Building Commissioner and a final license and approval to operate from the CCC, and at the expiration of any final appeal period related thereto, which pennits and/or licenses allow the Company to locate, occupy and operate the a Marijuana Retail Establishment, Marijuana Cultivation Establishment, or Product Manufacturing Establishment at the Property (the "Commencement of Operations") in the Town, then the Company agrees to provide the following Annual Payments. These Annual Payments shall be in addition to and separate from any local sales tax required to be paid to the Town pursuant to G.L. c. 64N,

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, administrative services and public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts, both quantifiable and unquantifiable, on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, both quantifiable and unquantifiable, the Company agrees to annually pay a Community Impact Fee to the Town, in the amount and under the terms provided herein (the "Community Impact Fee").

- i, Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from any and all operations at the Facility. The term "Gross Sales" shall mean the total of all marijuana transactions of the Facility without limitation, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Facility during the year and shall include but not be limited to all adult use marijuana and medical marijuana and marijuana products, including marijuana infused products, paraphernalia, and any other products sold, cultivated, processed, manufactured, and/or otherwise transfel-red by the Facility directly to consumers or to other Marijuana Establishments. In the event marijuana or marijuana products are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on the higher of: (i) 50% of the retail price at which such

marijuana or marijuana products are sold by such marijuana retailer; or (ii) the highest wholesale price charged by the Company in any arms-length transaction during

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the preceding twelve (12) months. The Company agrees that calculation of the Community Impact Fee in this manner will be within the statutory cap of three percent (3%) of gross sales under G.L. c.94G S3(d) for these combined operations and waives any claims to the contrary.

- ii. The Annual Community Impact Fee shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 with the first payment due thirty (30) days after the close of each quarter following the Commencement of Operations. The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months beginning on the Commencement of Operations that the Facility is in operation; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company.
  - iii. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Commencement of Operations, and shall be subject to renegotiation for successive terms for as long as the Facility remains in operation. At least ninety (90) days prior to the conclusion of each of the respective five-year terms, the Parties shall meet to negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Community Impact Fee specified in Paragraph 2.A.i of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.
111. The Town shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, and permitting and consulting services, as well as unforeseen impacts upon the Town. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fees in any particular manner.
- iv. Pursuant to M.G.L, c. 94G a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town Costs, the Company acknowledges that the impacts of its operation may be impracticable to ascertain and agrees that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. The Company thus agrees to utilize a fixed percentage of Gross Sales as specified in Paragraph 2.A.i above in lieu of attempting to determine

actual Town Costs incurred and the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

- v. Annual Community Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, 557. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

B. Annual Community Benefit Payments

In addition to the Annual Community Impact Fee, the Company agrees that it shall pay an Annual Community Benefit Payment in accordance with the following:

1. For as long as the Facility is in operation, the Company shall pay to the Town the sum of \$ 10,000.00 annually for any municipal purposes, including, but not limited to, funding substance abuse and mental health services in the Town, school substance abuse and counseling services and for a local police officer to complete an Advanced Roadside Impairment Driving Enforcement training program.
2. The Annual Community Benefit Payments shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 following the Commencement of Operations. The Annual Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Facility is in operation.
3. The Town shall use the Annual Community Benefit Payments in its sole discretion; the Parties hereby recognize and agree that the Annual Community Benefit Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L c.94G, 53(d).

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's usual building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: In addition to the Community Impact Fee, the Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any

review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility that may be required in addition to the Planning Board 's review under the Bylaw. for which reimbursement will be required pursuant to G.L. c.44 \*53G. Any Town legal costs associated with the Facility, including the cost to negotiate this Agreement, shall be paid from a \$5,000 contribution made by the Company to the Town within thirty (30) days of the execution of this Agreement. Any unexpended funds shall be returned by the Town; legal fees exceeding the \$5,000 contribution shall be reimbursed to the Town within thirty (30) days of the Town's request for the same.

3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty subject to interest at the rates prescribed by G.L. 59, \*57.

#### D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to local charities/nonprofit organizations in the Town in an amount no less than \$5,000.00, said charities/non-profit organizations to be determined by the Company. The annual charitable contribution shall be made annually beginning on the first anniversary following the Commencement of Operations and shall continue for the term of this Agreement. The Company shall provide the Town with evidence of such payment within thirty (30) days of the annual anniversary of the Commencement of Operations.

The Parties hereby recognize and agree that any Annual Charitable Non/Profit Contribution to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, S3(d).

#### E. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall notify the Town when it Commences Operations at the Facility within seven (7) days. The Company shall submit annual written report to the Town within thirty (30) days after the payment of its fourth (4<sup>th</sup>) quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual Gross Sales and (2) its compliance with all other requirements of this Agreement. . During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license(s) for the Facility.

Upon the request of the Town, during the term of this Agreement and for three years following the termination of this Agreement, the Company agrees to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

#### 3. No Off Set-Payments

If the Town receives additional payments from the Company, or from the Department of Revenue or any other source, the mcls for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.



#### 4. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make good faith efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents. The Company's annual report to the Town shall include information concerning the use of local vendors.

Except for senior management, and to the extent permissible by Massachusetts law, the Company shall use good faith efforts to hire Town residents and to also ensure that at least fifty percent (50%) of the non-management employees of the Company working at the Facility shall be Abington residents. The Company's annual report to the Town shall include information concerning the number Of Abington residents employed at the Facility.

Good faith efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to Town residents before advertising through all typical regional employment advertising outlets, collaboration with local labor unions and/or other recruitment efforts, neighborhood job fairs, and posting of notices of opening at strategic locations. The Company shall furnish the Town with information and documentation as the Town may reasonably request to support and document compliance of reasonable efforts made under this Paragraph 4.

If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Facility. The Town shall consider such request for approval following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

#### 5. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes; however, nothing in this provision shall prohibit the Company from appealing any assessment made on its property.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, 538, or (iii) if the Company is determined to be entitled or

subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 Of this Agreement.

#### 6. Educational Programs

The Company shall use best efforts to provide staff to participate in a reasonable number, but not less than an amount equal fifty (50) hours, of Company-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with other Town public safety departments not mentioned in the Agreement. The Company's annual report to the Town shall include information concerning the number of educational programs provided.

#### 7. Odor Control Technology

The Company shall ensure that odor from the Facility is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the Facility to not relive or introduce any outdoor air into the Facility, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Facility. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the Town receives five (5) or more complaints from citizens with respect to odor impacts in relation to the operation of the Facility, the Company shall be required to meet With the Town, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to odor violations.

#### 8. Pest Management

The Company shall also comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.

#### 9. Electrical Usage and Renewable Ener.gx Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of thirty-six (36) watts per gross square foot of active

and growing canopy. The Company shall report to the Town annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

The Company shall use lighting practices to reduce light pollution, that minimize the impact on maintaining a 'dark sky', by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.

#### 10. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. If requested by the Town, the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Town annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

#### 11. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company shall utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility. Company agrees to consult with the Town regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Facility or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Facility. The Company shall comply with all reasonable requests of the Town, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105. When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

#### 12. Hours of Operation

The Company agrees that in no event shall the Facility be open for business, nor shall any processing, packaging, delivery or other distribution of marijuana occur at the Facility outside the hours of 7 A.M. through 10 P.M Monday through Sundays, unless further limited by the Planning Board.

### 13. Improvements to the Property

The Company shall make capital improvements to the site at which the Facility is located such that the Property will match the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

### 14. Security and Safety

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras and in reviewing and approving all security plans prior to the implementation and Commencement of Operations, including determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products produced by the Facility are not being transferred to the illegal market or to minors.

If requested by the Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations at the Facility. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The Company agrees and acknowledges that periodic inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health to ensure compliance with local bylaws, rules and regulations shall be a condition of continued operation in Town and agrees to

cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

15.        Vehicle Management

The Company agrees that to keep any and all vehicles used in connection with transportation of marijuana and other products from the Facility in the Town of Abington, to register all vehicles in Town

and to pay motor vehicle excise taxes on such vehicles to the Town, The Company agrees vehicles shall be adequately screened from the public way and/or stored in a manner to the satisfaction of the Town. The Company further agrees and acknowledges that no more than one (1) vehicles shall be kept at the Property without prior written permission from the Town.

16. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues, as determined in the discretion of the Board of Selectmen, that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time by the Company or at the request of the Board of Selectmen, shall be reviewed and approved annually by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledged that in the event the Town receives five (5) or more complaints with respect to the failure to mitigate conditions at the operation of the Facility, the Company shall be required to meet with the Board of Selectmen, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the Board of Selectmen's satisfaction.

17. Additional Obligations

A. Retention of Municipal Authority

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a Final license and/or Final Certificate of Registration from the CCC, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable licenses, permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws and regulations. The Town, by entering into this Agreement, is not hereby required or obligated to issue such licenses, permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

## B. Annual Reporting

The Company shall file an annual report with the Town in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report.

## C. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters,

## 18. Traffic Management

The Company agrees to cooperate with Town officials on traffic management, including, but not limited to the Police Department, to ensure that sufficient traffic control measures are in place to mitigate traffic impacts. The Company shall pay for all customary traffic control measures required by the Town and shall also, at its own expense, employ a police detail, if deemed necessary by the Town, to manage traffic at the Property. In the event there is traffic queuing at the Facility which cannot be accommodated through existing parking and police detail, the Company shall provide off-site parking and shuttle service to the Facility to alleviate traffic issues. The Company further agrees to maintain sufficient spaces on site for customer parking. The Company shall also make arrangements for employee parking off street and off site, and shall provide the Town with documentation regarding its employee parking plan.

## 19. Limitations on Use

The Company agrees that, even if authorized under CCC regulations, it will not permit on on-site social consumption or delivery to consumers absent prior written approval by the Town.

The Company additionally agrees that all edible marijuana products for adult use consumption in the form of candy or other confections shall meet the requirements of 935 C 500.105(5) and shall additionally be available for inspection by the Board of Health for review and comment on the form of the product prior to being marketed or sold by the Facility.

## 20. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment(s) as the entity governed by this Agreement.



In the event that the Town Company or any controlling person enters into a host community agreement for a marijuana establishment with another municipality in the Commonwealth that contains terms that are superior to what the Company agrees to provide the Town under this Agreement, then the parties

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shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

## 20. Support

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license or certificate of registration to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

## 21. Term and Termination

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town, with the exception of the Community Impact Fee as set forth in Section 2 herein, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, 53(d).

In the event the Company has not secured a final license and certificate of registration from the CCC and all necessary local permits from the Town for the Facility and has not commenced the use/operations at the Facility within two (2) years from the date this Agreement is signed, this Agreement shall expire at the discretion of the Town and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. "The Board of Selectmen, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility.



20. Successors/Assiuns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part and shall not assign any of the monies payable under this Agreement, without the prior written consent of the Town, which consent shall not be unreasonably withheld, . This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Notwithstanding the above, the Company agrees that in no event shall it seek to assign, sublet, transfer its rights or obligations under this Agreement or transfer a controlling interest in any License or Certificate of Registration it receives from the CCC without fully complying with the provisions of 935 CMR 500.14 and without the prior written consent of the Town. In exercising its discretion, the Town may require the assignee, transferee or successor entity submit all the relevant information that was required by the Tom in the initial RFQ and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership of the Company greater than ten percent (10%); (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

21. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:

Town Manager, Town of  
Abington  
500 Gliniewicz Way  
Abington, MA 02351

Copy to Town Counsel:

Amy E. Kwesell, Esq.  
Town Counsel  
KP Law, P.C.  
101 Arch street, 12th Floor  
Boston, MA 02110

To the Company:

Gary E. Leonard Sr., Manager  
Natural Agricultural Products,  
LLC 82 Brian Drive  
Brockton, MA 02301

Copy\_ to Counsel:

22. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. For the purposes hereof, substantial or material prejudice shall include, without limitation, reduction or termination of the payments required hereunder. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

23. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

24. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

25. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all duly authorized representatives of the Parties to the original Agreement, prior to the effective date of the amendment.

26.

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

27. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

28.       Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

## 29. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

## 30. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

## 31. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

## 32. Third-Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

## 33. Representation of Authority

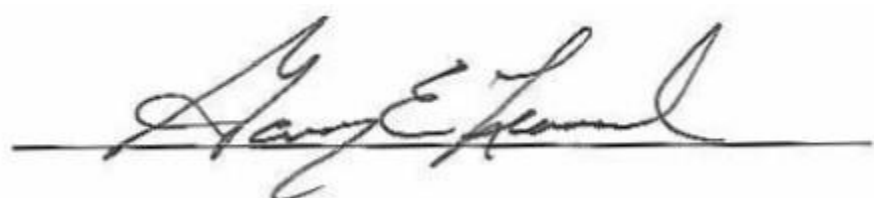
Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

[Balance of Page Intentionally Blank- Signature Page to Follow]

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

TOWN OF ABINGTON, NATURAL AGRICULTURAL PRODUCTS, LLC, By its authorized signatory

Town Manager, Duly Authorized

A handwritten signature in cursive script, appearing to read "Scott Phaul", written over a horizontal line.A handwritten signature in cursive script, appearing to read "George E. Paul", written over a horizontal line.

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

1. Name of applicant:

*NATURAL AGRICULTURAL PRODUCTS LLC.*

2. Name of applicant's authorized representative:

*GARY E. LEONARD*

3. Signature of applicant's authorized representative:

*Gary E. Leonard*

4. Name of municipality:

*Abington MA*

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

*Scott Lambiase*



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



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



8. Host community agreement execution date:





**PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

- 1) THE SUBJECT PROPERTY IS A METAL FABRICATED SPACE BUILDING, CONSISTING OF 27,000 SQ. FT. M/L, SITUATED ON 2.75 ACRES, LOCATED IN THE TOWN OF ABINGTONS OVERLAY DISTRICT. THE BUILDING IS SET BACK 250 FEET FROM THE STREET ENTRANCE. THE PHYSICAL ADDRESS IS 1437 BEDFORD STREET (ROUTE 18) ABINGTON MA. 02351. ZONING IN THIS AREA IS INDUSTRIAL, AND COMMERCIAL USE, AND HAS BEEN APPROVED BY THE ZONING BOARD OF APPEALS FOR RETAIL, WHOLESALE, AND MANUFACTURING OF MARIJUANA, AND MARIJUANA PRODUCTS
- 2) N.A.P. WILL WORK WITH MUNICIPALITY TO ENSURE THAT PROPER PERMITS, AND CODES ARE FOLLOWED, AND INSPECTED TO BE IN COMPLIANCE AT ALL TIMES.
- 3) N.A.P. WILL HAVE PUBLIC MEETINGS WITH RESIDENTS TO LISTEN TO CONCERNS AND TALK ABOUT IMPROVEMENTS TO THE FACILITY AND THE NEIGHBORHOOD IN GENERAL.
- 4) STEPS TAKEN:
  - a) MET WITH FIRE DEPARTMENT WITH LAYOUT OF OPEN SPACE USE OF THE FACILITY, AND WILL PROVIDE THE EVACULATION PLAN, AND DRAWING OF ALL EMERGENCY EXITS, LOCATION OF FIRE EXTINGUISHERS, AND ALARM SYSTEMS.
  - b) MET WITH POLICE DEPARTMENT, WHO TOURED THE FACILITY, WHEREAS NATURAL AGRICULTURAL PRODUCTS WILL PROVIDE THE SECURITY PLAN, AND DRAWINGS OF ALL SERVELANCE CAMERA'S, ALARM SYSTEMS, AND EMERGENCY EXITS.
  - c) OCTOBER 4<sup>TH</sup> 2021 CAME BEFORE ABINGTON PLANNING BOARD WITH SITE PLAN, AND WAS APPROVED 5/0 BY ALL MEMBERS, AND WITHOUT ANY OBJECTIONS FROM THE GENERAL PUBLIC.
  - d) PLANNING BOARD HAS REQUESTED THAT IF ANY CHANGES ARE MADE TO THE SITE PLAN, NAP. WOULD HAVE TO COME BEFORE THE BOARD TO RECEIVE THEIR APPROVAL.
- 5) APPLICATION WAS MADE TO PLANNING BOARD MEETING WHEREAS ATTORNEY, ENGINEERS, AND GENERAL MANAGER OF NATURAL AGRICULTURAL PRODUCTS WERE PRESENT. PLANS AND DESIGNS WERE PRESENTED AND DISCUSSED, THE PLANNING BOARD WERE CONCERNED ABOUT LANDSCAPING DESIGN, WHEREAS NAP PROVIDED A PLAN AND DESIGN OF SHRUBS AND GREENSPACE THAT WERE ACCEPTABLE, AND APPROVED.
- 6) PLANNING BOARD ALSO APPROVED HOURS OF OPERATION, FROM 10AM TO 10PM MONDAY THROUGH SATURDAY, AND 10AM TO 6PM ON SUNDAY.



**§ 175-24.1. Special requirements for medical marijuana treatment centers.**  
**[Added 6-9-2014 ATM by Art. 25; amended 5-24-2021 ATM by Art. 31]**

**A. Purposes.**

- (1) To provide for the establishment of medical marijuana treatment centers (MTCs), as defined by Massachusetts Cannabis Control Commission regulations, 935 CMR 501.000 et seq., in appropriate places and under strict conditions and in accordance with the Humanitarian Medical Use of Marijuana Act, MGL c. 94C, App. 1-I, as approved by the voters on the November 2012 state ballot (the Act).
- (2) To minimize the adverse impacts of MTCs on adjacent properties, residential neighborhoods, schools and other places where children congregate, local historic districts, and other land uses potentially incompatible with said dispensaries.
- (3) To regulate the siting, design, placement, security, safety, monitoring, modification, and removal of MTCs.

**B. Applicability.**

- (1) The commercial cultivation, production, processing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana for medical use is prohibited unless a special permit for the MTC is issued under this section.
- (2) No MTC shall be permitted except in compliance with the provisions of this section.
- (3) Nothing in this Bylaw shall be construed to supersede federal and state laws governing the sale and distribution of narcotic drugs.
- (4) If any provision of this section or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end the provisions of this section are severable.

**C. Definitions.**

**MARIJUANA** — The same substance defined as "marijuana" under MGL c. 94C.

**MARIJUANA FOR MEDICAL USE** — Marijuana that is designated and restricted for use by, and for the benefit of, Registered Qualifying Patients in accordance with in compliance with MGL c. 94I, and 935 CMR 501.000.

**MIPS - MARIJUANA INFUSED PRODUCT** — A Marijuana Product infused with Marijuana that is intended for use or consumption including, but not limited to, Edibles, ointments, aerosols, oils, and Tinctures. A Marijuana-infused Product (MIP), when created or sold by a Marijuana Establishment or an MTC, shall not be considered a food or a drug as defined in MGL c. 94, § 1. MIPS are a type of

Marijuana Product.

MEDICAL MARIJUANA TREATMENT CENTER — Medical Marijuana Treatment Center (MTC), formerly known as a Registered Marijuana Dispensary, means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use.

D. Eligible locations for registered marijuana dispensaries.

- (1) MTCs may be allowed in the HC, 1, and TB Zoning Districts by special permit from the Abington Planning Board provided the RMD meets the requirements of this section.

E. General requirements and conditions for all MTCs.

- (1) All MTCs shall be contained wholly within a building or structure.
- (2) No MTC shall have a gross floor area of less than 2,500 square feet or in excess of 20,000 square feet.
- (3) An MTC shall not be located in buildings that contain any medical doctor's offices or the offices of any other professional practitioner authorized to prescribe the use of marijuana for medical use.
- (4) The hours of operation of MTCs shall be set by the special permit granting authority, but in no event shall an MTC be open for retail business between the hours of 8:00 p.m. and 8:00 a.m.
- (5) No smoking, burning or consumption of any product containing marijuana or marijuana-related products shall be permitted on the premises of an MTC.
- (6) No MTC shall be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a van, truck or mobile home.
- (7) MTCs shall provide the Abington Police Department, Building Commissioner and the special permit granting authority with the names, phone numbers and email addresses of all management staff and key holders to whom one can provide notice if there are operating problems associated with the MTC.
- (8) All MTCs shall be located 500 feet away from the nearest boundary line of any residential zoning district or from the nearest property line of any residential use and 1,000 feet away from places where children congregate, including but not limited to: schools, day cares, dance schools, private home housing day care, Town parks, any areas that children commonly congregate in a structured, scheduled manner or any principal or accessory private recreational facility use.

- (9) No MTC shall be located within 500 feet of the nearest property line of any public or municipal building.
- (10) No MTC shall be located within 500 feet of the nearest property line of any church or other religious facility.
- (11) No MTC shall be located within 500 feet from the nearest property line of any family day care center, nursing home or hospital.
- (12) No MTC shall be located within 1,000 feet from another MTC.
- (13) The distances under this section shall be measured in a straight line from the geometric center of the Marijuana Establishment Entrance to the geometric center of the above mentioned uses, unless there is an Impassable Barrier, as defined by 935 CMR 500.002, within those 500 feet; in these cases, the buffer zone distance shall be measured along the center of the shortest publicly accessible pedestrian travel path from the geometric center of the Marijuana Establishment Entrance to the geometric center of the above uses.
- (14) Annual reporting. Each MTC permitted under this Bylaw shall, as a condition of its special permit, file an annual report to and appear before the special permit granting authority and the Town Clerk no later than January 31, providing a copy of all current applicable state licenses for the dispensary MTC and/or its owners and demonstrate continued compliance with the conditions of the special permit.

F. Special permit requirements.

- (1) An MTC shall only be allowed by special permit from the Abington Planning Board in accordance with MGL c. 40A, § 9, subject to the following additional requirements, conditions and limitations.
- (2) In addition to the application requirements set forth in Subsections E and F of this Bylaw, a special permit application for an MTC shall include the following:
  - (a) The name and address of each owner, operator, manager, proprietor or person in charge of the MTC;
  - (b) Copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the MTC;
  - (c) Evidence of the applicant's right to use the site of the MTC for the MTC, such as a deed, or lease;
- (3) If the applicant is a business organization, a statement under oath disclosing all of its owners, shareholders, partners, members, managers, directors, officers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of the owners of such entities until the disclosure contains the names of individuals.

- (a) A certified list of all parties in interest entitled to notice of the hearing for the special permit application, taken from the most recent tax list of the town and certified by the Town Assessor;
  - (b) Proposed security measures for the MTC, including lighting, fencing, gates and alarms, and the like, to ensure the safety of persons and to protect the premises from theft.
- G. Mandatory findings. The special permit authority shall not issue a special permit for an MTC unless it finds that:
  - (1) The MTC is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest, as defined in MGL c. 40A, § 11;
  - (2) The MTC demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations; and
- H. A special permit granted under this section shall have a term limited to the duration of the applicant's ownership of the premises as an MTC. A special permit may be transferred only with the approval of the special permit granting authority in the form of an amendment to the special permit with all information required in this section.
- I. Abandonment or discontinuance of use.
  - (1) A special permit shall lapse if not exercised within one year of issuance.
  - (2) An MTC shall be required to remove all material, plants equipment and other paraphernalia:
    - (a) Within two months of surrendering its state issued licenses or permits; or
    - (b) Within six months of ceasing operations, whichever comes first.

For purposes of this Bylaw ceasing operations shall mean a Marijuana Establishment that closes and does not transact business for a period greater than 60 days with no substantial action taken to reopen. The special permit granting authority may determine that an establishment has ceased to operate based on its actual or apparent termination of operations.
  - (3) The Board shall require the applicant to post a bond or other form of security acceptable to the special permit granting authority prior to obtaining a building permit. The purpose of the bond or other security is to cover costs for the removal of the MTC in the event the Town must remove the MTC. The value of the bond shall be based upon the ability to completely remove all the items and properly clean the MTC at prevailing wages. The value of the bond or other security shall be developed based upon the applicant providing the Planning Board with three written bids to meet the noted requirements. The bond shall be reviewed yearly when the MTC appears before the special

permit granting authority to ensure that adequate funds are still being held. The MTC is responsible for providing updated bids that meet the noted requirements.

- J. Signs, marketing and advertising requirements: Signage, marketing and advertising shall be compliant with the Town of Abington Zoning Bylaw, and DPH regulations found in 935 CMR 501.105 and the following:
- (1) An MTC may develop a logo to be used in labeling, signage, and other materials; provided, however, that use of medical symbols, images of marijuana or marijuana products, or related paraphernalia images, that are appealing to persons younger than 21 years old, and colloquial references to cannabis and marijuana are prohibited from use in the brand name.
  - (2) MTC external signage shall not be illuminated except for a period of 30 minutes before sundown until closing and shall comply with local requirements regarding signage. Neon signage is prohibited at all times.
  - (3) An MTC shall not display on the exterior of the facility signs or other printed material advertisements for marijuana or any brand name.
  - (4) An MTC shall not utilize graphics related to marijuana or paraphernalia on the exterior of the MTC or the building in which the MTC is located.
  - (5) An MTC shall not advertise the price of marijuana, MIPs, and associated products, except as permitted pursuant to 935 CMR 501.105(4)(a)5.
  - (6) Marijuana, MIPs, and associated products shall not be displayed or clearly visible from the exterior of a MTC.
  - (7) An MTC shall not advertise solely for the promotion of marijuana or marijuana products on MTC Branded Goods, including, but not limited to, clothing, cups, drink holders, apparel, accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items. An MTC may not give away any marijuana except as required pursuant to 935 CMR 501.050(1)(g).
  - (8) All marijuana at the MTC shall be kept in a limited access area inaccessible to any persons other than dispensary agents and shall be stored in a locked access-controlled space in a limited access area during nonbusiness hours, in accordance with 935 CMR 501.000 et seq.
  - (9) An MTC may display, in secure locked cases, samples of each product offered for sale, subject to the requirements of 935 CMR 501.110. These display cases may be transparent.
- K. Signage for the registered marijuana dispensary shall include the following language: "Entrance shall be limited to Qualifying Patients, Caregivers and persons 21 years of age or older." The required text shall be a minimum of two inches in height.

**§ 175-24.3. Marijuana Overlay District. [Added 5-21-2018 ATM by Art. 17]**

- A. Purpose. To provide for the placement of adult use marijuana establishments, in accordance with An Act To Ensure Safe Access to Marijuana, c. 55 of the Acts of 2017, and all regulations which have or may be issued by the Cannabis Control Commission, including, but not limited to 935 CMR 500.00, in locations suitable for such uses, which will minimize adverse impacts of marijuana establishments on adjacent properties, residential neighborhoods, schools, playgrounds, public beaches and other locations where minors congregate by regulating the siting, design, placement, security, and removal of marijuana establishments.

- B. Establishment.

The Recreational Marijuana Overlay District ("MOD") is established as an overlay district. The boundaries of the MOD are shown on the Zoning Map on file with the Town Clerk<sup>1</sup> and shall comprise the property within the Technology Business and Industrial zoning districts as set forth on the Marijuana Overlay District ("MOD") map.

Within the MOD, all requirements of the underlying zoning district remain in effect, except where these regulations provide an alternative to such requirements. Land within the MOD may be used for (1) any state-licensed adult use marijuana establishment, including cultivation, processing, independent testing laboratory, product manufacturing, and retail sales, in which case the requirements set forth in this section shall apply; or (2) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MOD conflict with the requirements of the underlying district, the requirements of the MOD shall control.

- C. Definitions. Where not expressly defined in the Zoning Bylaws, terms used in the MOD Bylaw shall be interpreted as defined in MGL c. 94I and MGL c. 94G and any regulations issued by the Cannabis Control Commission implementing these laws, and otherwise by their plain language.

**INDEPENDENT TESTING LABORATORY** — Means a laboratory that is licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000 with respect to the regulation of the adult use of marijuana that is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (ii) independent financially from any medical marijuana treatment center or any licensee or marijuana establishment for which it conducts a test; and (iii) qualified to test marijuana in compliance with 935 CMR 500.160 and MGL c. 94C, § 34.

**MARIJUANA CULTIVATOR** — Means an entity licensed by the Cannabis

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1. Editor's Note: The Zoning Map is included in the online version of the Code of the Town of Abington (eCode 360®).

Control Commission pursuant to 935 CMR 500.000 with respect to the regulation of the adult use of marijuana to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.

**MARIJUANA DELIVERY-ONLY RETAILER** — Means an entity licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000 with respect to the regulation of the adult use of marijuana that does not provide a retail location accessible to the public, but is authorized to deliver directly from a marijuana cultivator facility, craft marijuana cultivator cooperative facility, marijuana product manufacturer facility, or micro-business.

**MARIJUANA ESTABLISHMENT** — Means a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of marijuana-related business licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000 with respect to the regulation of the adult use of marijuana.

**MARIJUANA PRODUCT MANUFACTURER** — Means an entity licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000 with respect to the regulation of the adult use of marijuana 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.

**MARIJUANA RETAILER** — Means an entity licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000 with respect to the regulation of the adult use of marijuana 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.

**MEDICAL MARIJUANA TREATMENT CENTER** — Means an entity licensed by the Department of Public Health or the Cannabis Control Commission under a medical use marijuana license that acquires, cultivates, possesses, processes, transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials for the benefit of registered qualifying patients or their personal caregivers in the treatment of debilitating medical conditions or the symptoms thereof.

- D. Number of licenses. The number of recreational marijuana retailers permissible to be located in the MOD shall be limited to 20% of the number of licenses issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises where sold pursuant to MGL c. 138, § 15. In the event that 20% of said issued licenses shall not be a whole number, the limit shall be rounded up to the nearest whole number.
- E. Location and dimensional controls.
  - (1) Marijuana establishments may be permitted in the MOD pursuant to a special permit and site plan approval by the Planning Board.

- (2) Marijuana establishments may not be located within 500 feet of the following pre-existing uses:

- (a) Public or private school providing education in kindergarten or grades 1 through 12;
- (b) State-licensed child-care facility;
- (c) Library, playground, public park, public beach, youth center; or similar facility in which minors commonly congregate.

The distance under this section shall be measured in a straight line from the nearest point of the property line of the protected uses identified above to the nearest point of the property line of the proposed marijuana establishment.

- (3) Cultivation and processing facilities located within the MOD shall be separated from adjacent uses by a fifty-foot buffer strip, unless the applicant can demonstrate, and the Planning Board finds, that adequate buffering can be provided in a narrower buffer strip.
- (4) Marijuana establishments shall be located only in a permanent building and not within any mobile facility. All sales shall be conducted either within the building or by home delivery pursuant to applicable state regulations.
- (5) Unless explicitly stated otherwise, marijuana establishments shall conform to the dimensional requirements applicable to nonresidential uses within the underlying zoning district.
- (6) All marijuana establishments shall conform to the signage requirements of Article IX of the Zoning Bylaw. The Planning Board may impose additional restrictions on signage, as appropriate, to mitigate any aesthetic impacts.

F. Special permit.

- (1) Procedure. The Planning Board shall be the Special Permit Granting Authority (SPGA) and shall conduct site plan review for an applicant for a marijuana establishment.
  - (a) Application. In addition to the material submission requirements of §§ 175-82 and 175-77, the applicant shall also include:
    - [1] A detailed floor plan of the premises of the proposed marijuana establishment that identifies the square footage available and describes the functional areas of the facility;
    - [2] Detailed site plans that include the following information:
      - [a] Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, signage and all other provisions of this Bylaw;



- [b] Convenience and safety of vehicular and pedestrian movement on the site to provide secure and safe access and egress for clients and employees arriving to and from the site;
  - [c] Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected to be substantially affected by on-site changes;
  - [d] Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
  - [e] Site design such that it provides convenient, secure and safe access and egress for clients and employees arriving to and from the site;
  - [f] Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
  - [g] Adequacy of water supply, surface and subsurface drainage and light.
- [3] A description of the security measures, including employee security policies;
  - [4] A copy of the emergency procedures;
  - [5] A copy of proposed waste disposal procedures; and
  - [6] A copy of all licensing materials issued by the Cannabis Control Commission, and any materials submitted to the Cannabis Control Commission by the applicant for purposes of seeking licensing to confirm that all information provided to the Planning Board is consistent with information provided to the Cannabis Control Commission.
- (b) The SPGA shall refer copies of the application to all Town departments and boards/commissions, including but not limited to the Building Department, Fire Department, Police Department, Board of Health, and the Conservation Commission. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.
  - (c) After notice and public hearing in accordance with §§ 175-82 and 175-77 of the Bylaw and consideration of application materials, consultant reviews, public comments, and the recommendations of other Town boards and departments, the SPGA may act upon such a permit and

request for site plan approval.

- (2) Special permit conditions for marijuana establishments. The SPGA shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's proposed marijuana establishment, the SPGA may include the following conditions in any special permit granted under this Bylaw:
  - (a) The use shall not generate outside odors from the cultivation or processing of marijuana and marijuana products.
  - (b) A security plan shall be required for all marijuana establishments, which shall be subject to approval by the Fire and Police Chiefs and submitted to the Planning Board.
  - (c) The permit holder shall provide to the Zoning Enforcement Officer and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
  - (d) Marijuana establishments may not operate, and the special permit will not be valid, until the applicant has obtained all licenses and permits issued by the Commonwealth of Massachusetts and any of its agencies for the facility.
  - (e) Marijuana establishments may not operate, and the special permit will not be valid, until the applicant has entered into a host community agreement with the Town relative to any facility permitted under this Bylaw.
  - (f) A special permit granted under this section shall have a term limited to the duration of the applicant's ownership and use of the premises as a marijuana establishment. A special permit may be transferred only with the approval of the Planning Board in the form of an amendment to the special permit.
  - (g) The special permit shall lapse upon the expiration or termination of the applicant's license by the Cannabis Control Commission.
  - (h) The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the marijuana establishment's expiration or termination of the permit holder's license with the Cannabis Control Commission.
- G. Prohibition against on-site consumption. No marijuana shall be smoked, eaten, or otherwise consumed or ingested in public or on the premises of a marijuana establishment absent a positive vote by ballot question presented to the voters of the

city or town at a biennial state election pursuant to MGL c. 94G, § 3(b).

- H. Prohibition against nuisances. No use shall be allowed in the MOD which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive sound or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.
- I. Severability. The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.

# LOCALiQ

## NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

### PROOF OF PUBLICATION

Natural Agricultural Products, LLC  
4 Main Street, Level 2  
Brockton MA 02301

### STATE OF MASSACHUSETTS, COUNTY OF PLYMOUTH

The Enterprise, a newspaper printed and published in the city of Brockton, and of general circulation in the County of Plymouth, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

05/27/2022

and that the fees charged are legal.

Sworn to and subscribed before on 05/27/2022

*March Verhaegh*  
Legal Clerk

*Albert*  
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$501.28

Order No: 7329359

Customer No: 671954

PO #: 1437 BEDFORD ST

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*Please do not use this form for payment remittance.*

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

1437 BEDFORD ST

### LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING NATURAL AGRICULTURAL PRODUCTS, LLC

Notice is hereby given that Natural Agricultural Products, LLC, will hold a Community Outreach Meeting on June 14, 2022 at 1437 Bedford Street, Abington, MA 02351 at 6:00 PM to discuss the proposed siting of a Commercial Grow Operation and Retail Marijuana location at 1437 Bedford Street, Abington, MA 02351. Natural Agricultural Products, LLC intends to apply for one or more of the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; Marijuana Retail Facility, at 1437 Bedford Street, Abington, MA 02351 pursuant to M.G.L. Ch. 94G and the Massachusetts Cannabis Control Commission's regulation at 935 CMD 50.000 et seq., and other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Topics to be discussed at the meeting will include, but not be limited to:

1. Plans for maintaining a secure facility;
2. Plans to prevent diversion to minors;
3. Plans to positively impact the community; and
4. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

A copy of this notice is on file with the Town Clerk, located at the Abington Town Hall, 500 Gliniewicz Way, Abington, MA 02351, and a copy of this Notice was mailed at least fourteen (14) calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Natural Agricultural Products, LLC.  
Gary Leonard  
President / CEO

AD# 7329359  
BE 05/27/2022



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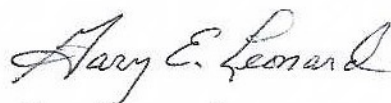
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Natural Agricultural Products, LLC.



Gary Leonard  
President / CEO

TOWN CLERK'S OFFICE  
ABINGTON, MA  
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TOWN OF ABINGTON

ABUTTER LIST REQUEST

ASSESSING DEPARTMENT

**REQUESTER'S INFORMATION**Name: Netsel Agricultural Products LLCAddress: 1437 Bedford St.Abington MA 02351Telephone: 508-802-2315 - Cell phoneCellular: 617-243-3291 - E-mailSignature: [Signature]UPON COMPLETION: ☒ Will pick up or ☐ Please mail to me (additional cost to be determined)Certified List of Abutters for the property location(s) of: Evjane 300 ft

Please check which type of Abutter's listing you require, (if no selection is made you will receive a listing of all parcels within 300 feet of the subject parcel)

☒ ZONING/PLANNING: abutters and abutters to abutters within 300 feet.☐ CONSERVATION: all parcels within 100 feet.

Other: \_\_\_\_\_

☒ Mailing labels (at an extra charge of \$2.00 for the first page and \$1.00 for each additional page of labels)  
☒ One label per abutter, ☐ Two labels per abutter, ☐ Three labels per abutter.**ALL ABUTTER LISTS WILL BE SUBJECT TO A \$15.00 FEE  
MAILING LABELS ARE PROVIDED AT ADDITIONAL COST.**

List fee:	\$15.00
Label fees:	1.00
Postage fee (if appl.)	
Grand Total	16.00

Date Started 5/17/2022Date Completed 5-17-22

Date Notified

5-14-22 - 12:10pm

This form will serve as your receipt.

MAKE CHECKS PAYABLE TO "TOWN OF ABINGTON"

ABUTTER LISTS MUST BE PAID IN FULL, PRIOR TO DELIVERY



# NATURAL AGRICULTURAL PRODUCTS, LLC

HOST COMMUNITY MEETING

TUESDAY, JUNE 14, 2022

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
Larry Boyo	15 SHERMAN DR, SHERBURNY, MA	(508) 857-9549
Gerard Cassidy	68 Woodward Ave Brockton	508-345-8660
GARY E LEONARD	82 BRIAN DR Brockton	508-802-2315
Cindy Ethier	50 Centre St. #311 Brockton	508-250-9627
Ed Miller	104 Menlo St #1 Brockton	617-347-7294
David Willette	6 Beach st Berkley MA.	508-400-7440



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



## **Plan for Positive Impact**

The following is a plan by Natural Agricultural Products to positively impact areas of disproportionate impact, as defined by the commission: 935 CMR 500.101(1)(a)(11); 935 CMR 500.102(2)(B)(10).

Natural Agricultural Products, LLC. and its planned retail, cultivation and manufacturing facility will be located in Abington, MA.

### **Impact Groups:**

**N.A.P. intends to implement programs to assist past or present residents of Brockton and/or Abington as well as Massachusetts residents who have prior marijuana convictions, and residents with parents or spouses who have prior marijuana convictions.**

### **Goals:**

To service the Town of Abington - an approved area of disproportionate impact as stated by the Commonwealth of MA and the Cannabis Control Commission.

Natural Agricultural Products will:

- 1) Ensure that all employees hired are MA residents, with a selective hiring process ensuring no less than 20% of its employees have past drug convictions.
- 2) Provide classes up to twenty (20) persons per session - no less than quarterly (and more upon demand) - for mentoring and professional training of any Brockton and/or Abington residents and employees - including those who are bilingual - to educate and raise awareness of cannabis and the rules and regulations set forth by the Cannabis Control Commission.
- 3) The applicant will donate volunteers and twenty-five thousand (\$25,000) to the Brockton "Champion" Plan. The Champion Plan is a police-assisted recovery program in Brockton that launched on February 29, 2016. The plan is meant to help place individuals with substance use disorders (SUD) who want help into the level of care they want; detoxification, CSS, outpatient, Medically Assisted Treatment (MAT), etc. The Champion Plan provides Recovery Coaches to individuals seeking addiction assistance pending placement to a treatment center. N.A.P.'s volunteerism and donation is intended to assist individuals recovery from addiction and once stabilized in recovery to obtain employment.

### **Program:**

- 1) Natural Agricultural Products shall post monthly advertisements in the local newspaper, The Enterprise, stating that the establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.
- 2) The company shall educate all of its managers via courses provided by the CCC's Responsible Vendor Training Programs to have the ability to mentor and train anyone who would like to further their education or increase their awareness of cannabis, its impact on the local economy, and the benefits it has to physical and mental health. The company shall advertise quarterly classes in the local newspaper no later than two (2) weeks before the class takes place, post on bulletin boards located in our facility, and

have on hand “take-one” flyers available to our customers.

- 3) The company shall engage with The Champion Plan by seeking out opportunities of local volunteerism. Natural Agricultural Products will itself organize food drives, neighborhood and public park clean-ups, and organize projects with the beneficiaries of The Champion Program, holding each no less than once per year. The donations and volunteerism allows the Champion Plan to maintain services and provide recovery coaches to an increasing number of individuals seeking help.

Programs instituted, or actions taken by Natural Agricultural Products will not violate the CCCs regulations with respect to limitations on ownership, control, or other applicable state laws.

We acknowledge that the progress and success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter.)

**Measurement:**

- 1) Hiring Employees with Past Drug Convictions: We will measure the success of this goal by Communicating/collaborating with the local newspaper to ensure that N.A.P. recruits employees that fall within the criteria of our goal as stated without catering to persons under the age of 21 and will at all times adhere to the requirements set forth under 935 CMR 500.105(4) N.A.P. will review the success of this program and review it quarterly and as necessary per employment needs.
- 2) Cannabis Education Classes: The Human Resources department will survey any/all employees/residents that participate in our quarterly cannabis education and awareness classes at the end of each session which the company will use to measure and record the satisfaction and success of the program. We will document and record the results of this program to be reviewed quarterly.
- 3) For the Champion Program: We will measure the success of this goal by monitoring the membership and expansion of the “Champion” Plan and though maintaining regular communication with the Champion Plan to document the number of individuals regaining, maintaining and obtaining employment. Written verification by the Champion Plan that they are willing to accept donations, logged and documented in the manner stated above has been attached. The program will be reviewed and results documented quarterly.

**Marketing and Advertising:**

Natural Agricultural Products is a wholesale and retail company with a simple logo - the abbreviation of the company’s name (NAP) in custom-made lettering with no shapes, symbols, images, or characters that suggest this is a marijuana facility. N.A.P. will have a website that only adults over the age of 21 can access. As a wholesale and retail company, N.A.P. will be strictly selling our product to other licensed Marijuana Establishments. We will, at all times, ensure we are following the rules and regulations of the CCC set forth under 935 CMR 500.105(4).

**NATURAL AGRICULTURAL PRODUCTS COMPLIES WITH THE FOLLOWING STATEMENTS:**

Natural Agricultural Products 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 Marijuana Establishments.

Natural Agricultural Products states that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

# THE CHAMPION ★ PLAN ★

September 28, 2020

Dear Mr. Leonard,

It is with tremendous gratitude that the **Champion Plan Inc.** accept donations from Natural Agricultural Products. The city's police assisted recovery program, launched in 2016 has helped 888 individuals and made 1450 placements into treatment. We could not continue to do this work without generous donors like you.

Sincerely,



Koren Cappiello



**OPERATING AGREEMENT FOR MEMBER-MANAGED  
NATURAL AGRICULTURAL PRODUCTS, LLC**

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**INTRODUCTION**

The undersigned are all of the Members of Natural Agricultural Products, a Limited Liability Company formed under the laws of the Commonwealth of Massachusetts. The undersigned hereby adopt the following Operating Agreement pursuant to the LLC laws of the Commonwealth of Massachusetts, and do hereby certify and agree as follows:

**ARTICLE I – NAME**

1.1 Name of Business: The name of the Company is Natural Agricultural Products, LLC.

**ARTICLE II. – OFFICES AND REGISTERED AGENT**

2.1 Principal Office: The principal office of the Company is located at 82 Brian Drive, Brockton, MA 02301. The Company may have other offices, inside or outside the Commonwealth of Massachusetts as the Members may designate.

2.2 Registered Office: The registered office of the Company in the Commonwealth of Massachusetts is located at 9 Burns Avenue, Canton, MA 02021. The registered agent of the Company for service of process at that address is Richard R. Staiti, Esq.

**ARTICLE III. – BUSINESS PURPOSE**

3.1 Business Purpose: The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the LLC laws of the Commonwealth of Massachusetts.

**ARTICLE IV. – MEMBERS**

4.1 Members: The names of each initial Member, their capital contributions, and percentage interests are as follows:

<u>Name</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>Gary Edmund Leonard</u>	<u>\$0.00</u>	<u>51.0%</u>
<u>Kathryne M. Redden</u>	<u>\$0.00</u>	<u>49.0%</u>

4.2 Additional Members: Additional Members may be admitted upon the consent of a majority share of all Members.

4.3 Withdrawing: A Member may withdraw from the Company upon six months written notice to each remaining Member.



## ARTICLE V. – MEMBERS' CAPITAL ACCOUNTS

**5.1 Capital Accounts:** The Company will maintain a separate capital account for each Member. Each Member's capital account will reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's capital account will also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

- a) Each Member's capital account will be increased by: 1) the amount of money or the fair market value of property contributed by the Member to the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to), 2) the amount of any Company liabilities assumed by the Member, and 3) allocations to the Member of profit, income, or gain.
- b) Each Member's capital account will be decreased by: 1) the amount of money and the fair market value of property distributed to the Member by the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to), and 2) allocations to the Member of losses, deductions, and expenses.
- c) In the event of a permitted sale or exchange of an interest in the Company, the capital account of the transferor will become the capital account of the transferee.
- d) The manner in which capital accounts are to be maintained pursuant to this Operating Agreement is intended to comply with the requirements of the Internal Revenue Code Sec. 704(b) and the regulations thereunder. It is the specific intent of the Members that all adjustments as may be required pursuant to Sec. 704(b), and any restrictions thereunder, be made, so as to cause the allocations prescribed hereunder to be respected for tax purposes.

**5.2 Fiscal Year:** The fiscal year of the Company will be June 30<sup>th</sup>. The books and records of the Company will be maintained in accordance with generally accepted accounting principles and Sec. 704(b) of the Internal Revenue Code and the regulations thereunder.

## ARTICLE VI. – ALLOCATIONS AND DISTRIBUTIONS

**6.1 Allocations and Distributions:** All items of Company income, gain, loss, deduction, credit, or the like will be allocated among the Members in accordance with their respective percentage interests with the exception of cultivation and retail profits described in Section 6.3.

**6.2 Distributions of Cash or Assets:** Distributions of cash or other assets may be made to the Members from time to time. All distributions will be made to the Members in accordance with their respective percentage interests with the exception of cultivation and retail profits described in Section 6.3.

**6.3 Sharing of Profits Among Members for Cultivation and Retail:** The Members agree that the profits from retail sales of marijuana shall be shared as follows:

- a) **Gary Edmund Leonard:** 50.0%
- b) **Kathryne M. Redden:** 50.0%

The Members agree that the profits from the cultivation of marijuana shall be shared as follows:

	Kathryne M. Redden	Gary Edmund Leonard
Fiscal Year 1	100%	0%
Fiscal Year 2	75%	25%
Fiscal Year 3	50%	50%

#### **ARTICLE VII. – ASSIGNMENT OF MEMBERSHIP INTERESTS**

7.1 Assignment of Membership Interests: A Member may assign his or her membership interest in the Company in whole or in part. The assignment of a membership interest does not in and of itself entitle the assignee to become a Member. The assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to, and the assignee will only become an assignee of a membership interest and not a substitute Member.

7.2 Substitute Members: An assignee of a membership interest will be admitted as a substitute Member and will be entitled to all the rights and powers of the assignee only if a majority share of the other Members unanimously consent. If admitted, the substitute Member has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member.

#### **ARTICLE VIII. – VOTING; MEMBERS MEETINGS**

8.1 Voting: Except to the extent provided to the contrary in this Operating Agreement, all Members will be entitled to vote on any matter submitted to a vote of the Members.

- a) Unless a greater vote is required by the LLC laws of the Commonwealth of Massachusetts, the Articles of Organization, or this Operating Agreement, the affirmative vote or consent of a majority in interest of the Members present at meeting at which a quorum is present will be the act of the Members.
- b) The consent of a majority share of all Members will be required to approve the following: 1) the dissolution of the Company, 2) the merger of the Company; 3) the conversion of the Company, 4) the authorization or ratification of acts that would otherwise violate the duty of loyalty, 5) an amendment to the Articles of Organization, 6) the sale, exchange, lease, or other transfer of all or substantially all of the assets of the Company other than in the ordinary course of business, 6) the compromise of an obligation to make a contribution, 7) the making of interim distributions, 8) the admission of a new Member, 9) the use of the Company's property to redeem an interest subject to a charging order, 10) an amendment to the Operating Agreement.

8.2 Annual Meetings of Members: Annual meetings of Members may be held at such time and at such place as the Members designate. Special meetings of Members may be called at the request of any Member.

8.3 Notice of Meetings: The Company will deliver notice stating the date, time, place, and purposes of any meeting to each Member entitled to vote at the meeting. Notice will be given not less than 10 days nor more than 30 days before the date of that meeting.



8.4 Quorum: A majority in interest, represented in person or by proxy, will constitute a quorum for the transaction of business at a meeting of Members.

8.5 Unanimous Written Consent: Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, if consents in writing, setting forth the action taken, are signed by all Members entitled to vote at the meeting.

8.6 Voting by Proxy: A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment instrument either personally or by the Member's attorney-in-fact.

8.7 Meeting Participation: A Member may participate in a meeting by means of telephone conference or similar equipment.

#### **ARTICLE IX. – MANAGEMENT OF THE COMPANY**

9.1 Management: The Company will be managed by all of its Members.

- a) Subject to the delegation of rights and powers provided for herein, the Members will have the sole right to manage the business of the Company and will have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company.
- b) The Members may appoint a President, Treasurer, Secretary, or such other Officers as they may deem necessary or appropriate.
- c) The Members may appoint, employ, or otherwise contract with other persons or entities for the transaction of business of the Company or the performance of services for or on behalf of the Company as they may deem necessary or appropriate. The Members may delegate to any Officer of the Company or to any other person or entity such authority to act on behalf of the Company as they may deem appropriate.
- d) Any Member, Officer, or other person specifically authorized by the Members may execute any contract or other agreement or document on behalf of the Company and may execute and file on behalf of the Company with the secretary of state any document required or permitted to be filed under the LLC laws of the Commonwealth of Massachusetts.

#### **ARTICLE X. – STANDARD OF CONDUCT; INDEMNIFICATION**

10.1 Conduct: A Member owes the Company and its other members a duty of loyalty and a duty of care. The duty of loyalty is limited to: 1) accounting to the Company and holding as trustee for it, any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's business, 2) refraining from dealing with the Company as or on behalf of a party having an interest adverse to the Company, and 3) refraining from competing with the Company. The duty of care is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. A Member will discharge his or her duties consistently with the obligation of good faith and fair dealing.

**10.2 Indemnification:** Except as otherwise provided in this Article, the Company will indemnify any Member and may indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to any action, suit or proceeding, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, employee or agent of the Company against expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person met the standard of conduct set forth above in this Article.

- a) To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, such person will be indemnified against actual and reasonable expenses, including attorney's fees, incurred by such person in connection with the action, suit, or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, will be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct. That determination will be made by a majority percentage share vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding.
- b) No indemnification will be provided to any Member, employee, or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

## **ARTICLE XI. – DURATION; DISSOLUTION**

**11.1 Duration:** The Company will continue in existence until dissolved pursuant to the LLC laws of the Commonwealth of Massachusetts.

**11.2 Dissolution:** The Company will be dissolved and have its affairs wound up and terminated upon the determination of a majority percentage share of all of the Members to dissolve the company, or upon the occurrence of any other event causing a dissolution of the Company pursuant to the LLC laws of the Commonwealth of Massachusetts.

**11.3 Winding Up:** Upon dissolution, the Company will cease carrying on its business and affairs and will commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company will be distributed first to creditors to the extent permitted by law in satisfaction of the Company's debts, liabilities, and obligations, and second to Members and former Members in satisfaction of liabilities for distributions and in accordance with their percentage interests.

## **ARTICLE XII. – MISCELLANEOUS PROVISIONS**

**12.1 Entire Agreement:** This Operating Agreement embodies the entire agreement and understanding among the Members with respect to the subject matter within. This Operating Agreement supersedes any and all other agreements, either oral or written, among the Members with respect to the subject matter within.



12.2 Severance: Every provision of this Operating Agreement is intended to be severable. The invalidity or illegality of any particular provision of this Operating Agreement will not affect the other provisions, and this Operating Agreement will be construed in all respects as if such invalid or illegal provisions were omitted.

12.3 Amendments and Revocations: This Operating Agreement may be amended or revoked at any time by the written consent of all of the Members.

12.4 State Law: This Operating Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

*Signature Page to Follow*

**BYLAWS**  
**OF**  
**NATURAL AGRICULTURAL PRODUCTS**  
**A Massachusetts Corporation**

**ARTICLE I**  
**OFFICES**

Section 1. The registered office of this corporation shall be in the County of Plymouth, State of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the State of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

**ARTICLE II**  
**MEETINGS OF STOCKHOLDERS**

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the State of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the State of Massachusetts as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2018, shall be held on the 15<sup>th</sup> day of June each year if not a legal holiday and, if a legal holiday, then on the next secular day following, or at such other time as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to "attend."

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or a Vice-President or the secretary or an Assistant Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without this State, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty

days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a

majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

### ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall be three (3). The number of directors may from time to time be increased or decreased to not less than one nor more than fifteen by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or



without the State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the Chairman or the President or by any Vice-President or by any two directors. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Incorporation. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a

stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

## ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

## ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or

stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE VIII OFFICERS

Section 1. The officer of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a Chairman of the Board who shall be a director, and shall choose a President, a Secretary and a Treasurer, none of whom need be directors.

Section 3. The Board of Directors may appoint a Vice-Chairman of the Board, Vice-Presidents and one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 5. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 6. The Chairman of the Board shall preside at meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 7. The Vice-Chairman shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 8. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 9. The Vice-President shall act under the direction of the President and in the absence or disability of the President shall perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe. The Board of Directors may designate one or more Executive Vice-Presidents or may otherwise specify the order of seniority of the Vice-Presidents. The duties and powers of the President shall descend to the Vice-Presidents in such specified order of seniority.

Section 10. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 11. The Assistant Secretaries shall act under the direction of the President. In order of their seniority, unless otherwise determined by the President or the Board of Directors, they shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 12. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 13. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The Assistant Treasurer in the order of their seniority, unless otherwise determined by the President or the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties



and have such other powers as the President or the Board of Directors may from time to time prescribe.

## ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed,

shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

## ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

## ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under

the General Corporation Law of the State of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

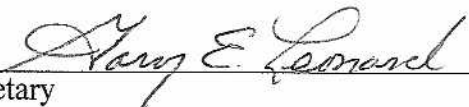
The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Massachusetts.

## ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

APPROVED AND ADOPTED this 4 day of FEBRUARY, 2018.

  
Secretary

## CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of Natural Agricultural Products, LLC., and that the foregoing Bylaws, consisting of 9 pages, constitute the code of Bylaws of the Corporation, as duly adopted at a regular meeting of the Board of Directors of the corporation held

April 12, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 12 day of April, 2018.

Secretary



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### DISCLAIMER

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Natural Agricultural Products, LLC  
4 Main Street  
Brockton, Ma 02301

RE: Department of Unemployment Assistance – Good Standing

To whom it may concern:

This attests that Natural Agricultural Products, LLC cannot obtain a Good Standing certificate from DUA until such time as it hires employees. NAP has no plans to hire employees until it obtains its final license from the CCC at which time it will register with DUA.

Gary E. Leonard

A handwritten signature in cursive script that reads "Gary E. Leonard". The signature is written in dark ink and is positioned below the printed name.

President – Natural Agricultural Products, LLC.



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1170386368  
Notice Date: June 16, 2022  
Case ID: 0-001-556-514



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATURAL AGRICUTURAL PRODUCTS LLC  
82 BRAIN DRIVE  
BROCKTON MA 02301

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

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

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

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

### ***What if I have questions?***

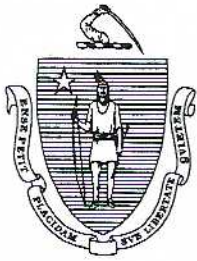
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](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



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

William Francis Galvin  
Secretary of the  
Commonwealth

June 15, 2022

TO WHOM IT MAY CONCERN:

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

**NATURAL AGRICULTURAL PRODUCTS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 4, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are:  
**KATHRYN M. REDDEN, GARY EDMUND LEONARD**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **KATHRYN M. REDDEN, GARY EDMUND LEONARD**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KATHRYN M. REDDEN, GARY EDMUND LEONARD**



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

Martin D. Conboy, CPCU, ARM  
Lynch and Conboy Insurance Agency Inc.  
31 Plain Street, PO Box 3489  
Brockton, MA 02301  
508-941-5711  
[marty@lynchconboy.com](mailto:marty@lynchconboy.com)

June 24, 2020

The Cannabis Control Commission  
10 Federal Street  
13<sup>th</sup> Floor  
Boston, MA 02110

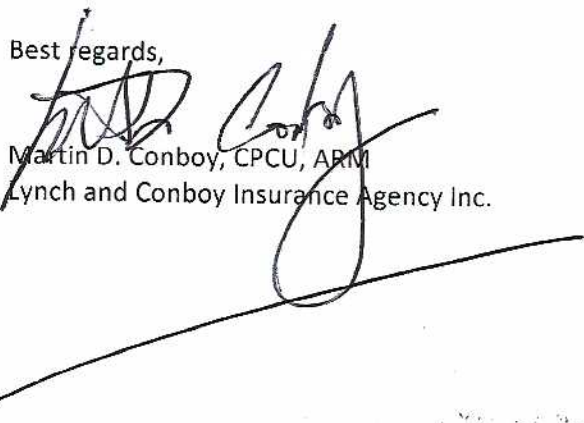
RE: Natural Agricultural Products, LLC

Dear Commissioners:

Natural Agricultural Products LLC has been APPROVED for both commercial general liability and products liability in the amount of \$1,000,000 million per occurrence and \$2 million aggregate.

Do not hesitate to call me directly if you have any questions or concerns.

Best regards,



Martin D. Conboy, CPCU, ARM  
Lynch and Conboy Insurance Agency Inc.



# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Attention: Julie Sonier  
Firm: NIF Group, Inc. (Manhasset)  
Applicant: Natural Agricultural Products LLC  
Submission No.: 2762130  
Company: James River Insurance Company

Quote Date: 6/19/2020  
Proposed Policy Term: TBD - 12 Months

Description: Recreational Marijuana Cultivation and Processing

Schedule of Named Insureds  
Natural Agricultural Products LLC

## Terms and Conditions

Coverage  
General Liability

### Option A

Coverage Form  
Retro Date

Claims Made  
James River Policy  
Inception

### Limits

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Prod & Comp Ops Agg	\$2,000,000
Medical Expense	Excluded
Damages to Premises	\$50,000
Personal & Advertising Injury	\$1,000,000

### Deductible

Deductible	\$0
	Per Claim

Class	Class Description	Exposure
59774A	Recreational Marijuana - Mfg	850,000 Revenue





# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

	Option A
<b>Premium:</b>	\$3,500
<b>TRIA:</b>	\$175
<b>Cyber Liability:</b>	\$223
<b>Company Fee:</b>	\$350
<b>Minimum Earned Percent:</b>	25%
<b>Total Amount Due*:</b>	\$4,073

\* Includes Premium amount, Company Fee, Inspection Fee, Cyber Liability premium, as applicable. Does not include TRIA premium.

## Forms

See attached schedule. Additional limits may be subject to Retro date endorsement.



# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Coverage	Coverage Form	Deductible
Cyber Liability	Discovery Date	\$1,000 (Per Occurrence)
<b>Limits</b>		
Third Party Cyber Liability Coverage		\$100,000
Regulatory Proceeding Claim Expense Coverage		\$50,000
First Party Privacy Breach Expense Coverage		\$50,000
Cyber Coverage Aggregate		\$100,000

### Forms

See attached schedule for Cyber Coverage Insurance Form.

### Subjectivities and Contingencies

See separate Contingencies section

### Cyber Premium: \$223

If you are interested in purchasing a higher Cyber Coverage Limit, please contact your Underwriter.

THE CYBER COVERAGE ACCEPTANCE/REJECTION FORM (BFR5000) IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.





# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

## Audit Information

Audit Frequency  
Exposure Base

Annual  
\$50,000

Audit Type  
Audit Rate

Physical  
\$3,5000

## Contingencies

This quote is being offered by a non-admitted insurer subject to 100% minimum policy premium, with a 25% minimum earned. All taxes, fees and filing (if applicable) are the responsibility of the broker. Coverage is not bound without confirmation in writing from the Company.

This quote is subject to receipt and favorable review of the following prior to binding:

1. Signed and dated No Known Loss Letter. James River form attached.
2. Copies of all Product Labels.
3. Signed and Dated Application(s).
4. Cyber Liability Acceptance / Rejection Form.
5. Completed TRIA and SL tax form
6. Active marijuana license

## Additional Comments

Full wording for LS2020:

1. Dimethylamylamine, DMAA, 1,3-dimethylamylamine, methylhexanamine, 4-methylhexan-2-Amine HCL, geranamine, geranium extract, or geranium oil.
2. Dendrobium, Dendrobe Noble, Dendrobium Extract, Dendrobium nobile, Dendrobium officinale, Extrait de Dendrobium, Jin Chai Shi Hu (D. nobile), Nobile Dendrobium (D. nobile), Orchid Stem, Stem-Orchid, Tie Pi Shi (D. officinale), Vinterdendrobium (D. nobile).
3. 1,3-Dimethylbutylamine, 2-Amino-4-methylpentane Citrate, 4-Amino-2-Methylpentane Citrate, 4-Amino Methylpentane Citrate, Amperall, AMP, AMP Citrate, 4-AMP Citrate, 4-Methyl-2-Pentanamine
4. BMPEA, BmePEA, R-beta-methylphenethylamine, Beta-methylphenethylamine, or Acacia Rigidula extract
5. Picamilon, pikatropin, pikamilon, nicotinyl-gamma-aminobutyric acid, nicotinoyl-GABA, and 4-(Pyridine-3-carbonylamino)butanoic acid.
6. Methylsynephrine; oxilofrine; p-hydroxyephedrine
7. Kratom; mitragynine; 7-hydroxymitragynine
8. DMHA, Octodrine, 2-Aminoisoheptane, 2-amino-6-methylheptane, 2-amino-5-methylheptane
9. Eria Jarensis; N-phenethyl Dimethylamine; N-phenethyl Dimethylamine Citrate
10. Human Chorionic Gonadotropin (HCG)
11. Norcoclaurine, Higenamine, 1-[(4-Hydroxyphenyl)methyl]-1,2,3,4-tetrahydroisoquinoline-6,7-diol; 1-(p-hydroxybenzyl)-6,7-Dihydroxy-1,2,3,4-Tetrahydroisoquinolin; 1(S)-Norcoclaurine; dl-Demethylcoclaurine; DMC; Higenamine; Higenamine Hydrobromide; Higenamine Hydrochloride; Higenamine Oxalate; Higenamine Tartrate; O-Demethylcoclaurine
12. Tianeptine
13. Vitamin E Acetate, Tocopheryl Acetate
14. Diethylene glycol
15. Pulegone
16. Acrylonitrile
17. Acrolein
18. Diacetyl, acetoin, and 2,3-pentanedione
19. Any and all heavy metals including but not limited to lead, cadmium, mercury, chromium, zinc, copper, nickel, iron, and arsenic

## List of Locations

53 Spark Street,

City  
Brockton

State  
MA

Zip  
02301



# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

**Forms to be Attached (Please click form name or number to open a specimen copy in another browser window):**

<a href="#">LS0005US-0416</a>	Commercial General Liability Policy Declarations
<a href="#">AP0001US-0403</a>	Schedule A
<a href="#">CG0002-1207</a>	Commercial General Liability Coverage Form -Claims Made
<a href="#">AP2702US-0107</a>	Extended Reporting Period Endorsement
<a href="#">AP2704US-0406</a>	Restricted Reporting Endorsement
<a href="#">AH2307US-1016</a>	Deductible Endorsement - Damages and Expenses
<a href="#">AP2103US-0607</a>	Minimum Policy Premium
<a href="#">AP2108US-0811</a>	Supplementary Payments (Defense Costs) within Limits of Insurance
<a href="#">LS2010US-0505</a>	Non-Stacking Endorsement
<a href="#">LS2025US-0907</a>	Life Sciences Premium Endorsement
<a href="#">AP2004US-0403</a>	Additional Insured - Managers or Lessors of Premises
	<where required by written contract or written agreement>
<a href="#">AP2007US-0307</a>	Additional Insureds - Vendors
	<where required by written contract or written agreement>
<a href="#">AP2104US-1012</a>	Common Policy Conditions
<a href="#">AP2107US-0403</a>	Binding Arbitration
<a href="#">CG0068-0509</a>	Recording and Distribution of Material or Information in Violation of the Law Exclusion
<a href="#">CG2107-0514</a>	Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Incl
<a href="#">CG2135-1001</a>	Exclusion - Coverage C - Medical Payments
<a href="#">CG2136-0305</a>	Exclusion - New Entities
<a href="#">CG2147-1207</a>	Employment-Related Practices Exclusion
<a href="#">CG2167-1204</a>	Fungi or Bacteria Exclusion
<a href="#">IL0021-0908</a>	Nuclear Energy Liability Exclusion
<a href="#">AH2309US-1003</a>	Exclusion - Designated Operations
	<(1) Description of Designated Operations: The furnishing and permitting of consumption of cannabis products (2) Specified Location: Any and all of the insureds locations on file with the company and conventions, tradeshow, festivals, or other special events where cannabis will be distributed and/or consumed>
<a href="#">AP2020US-1206</a>	Exclusion - Occupational Disease
<a href="#">AP2028US-0505</a>	Exclusion - Electronic Media
<a href="#">AP2031US-0411</a>	Exclusion - Cross Suits
<a href="#">AP2032US-0518</a>	Exclusion - Employers Liability
<a href="#">AP2036US-1105</a>	Absolute Pollution and Pollution Related Liability - Exclusion
<a href="#">AP2111US-1105</a>	Exclusion - Punitive Damages
<a href="#">AP5054US-0311</a>	Combined Policy Exclusions
<a href="#">AP5058US-1215</a>	Exclusion - Business Conduct
<a href="#">GC2131US-0403</a>	Fiduciary Exclusion
<a href="#">GC2141US-0107</a>	Exclusion - Construction Activities
<a href="#">LS2005US-1110</a>	Specified Products Exclusion Endorsement
<a href="#">LS2015US-0505</a>	Communicable Disease Exclusion
<a href="#">LS2020US-1108</a>	Additional Specific Product Exclusion
	<(1) DMAA; (2) Dendrobium; (3) DMBA / AMP Citrate; (4) BMPEA; (5) Picamilon; (6) Methylsynephrine; (7) Kratom; (8) DMHA; (9) Eria Jarensis; (10) HCG; (11) Norcoclaaurine; (12) Tianeptine; (13) Vitamin E Acetate; (14) Diethylene glycol; (15) Pulegone; (16) Acrylonitrile; (17) Acrolein; (18) Diacetyl; (19) Heavy Metals; Including all chemical names for these compounds. See additional comments for full wording.>
<a href="#">LS2101US-1108</a>	Specified Nutraceutical Substances Exclusion
<a href="#">LS2108US-0219</a>	Exclusion - Health Hazards - Tobacco & Cannabis Business
<a href="#">AP5027R-0115</a>	Rejection of Coverage for Certified Acts of Terrorism Coverage
<a href="#">CG2175-0115</a>	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
<a href="#">ILP001-0104</a>	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
<a href="#">AP0100US-0403</a>	Privacy Policy





## Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

THE REQUEST FOR TAX PAYER INFORMATION AP5000 IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.



# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

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## **POLICYHOLDER DISCLOSURE NOTICE**

### **ELECTION OR REJECTION OF CYBER COVERAGE ENDORSEMENT**

The Company has offered you the option to purchase a Cyber Coverage Endorsement as a coverage enhancement to your policy. You have the right to purchase coverage for certain first and third party cyber losses as outlined in the endorsement. You must elect to purchase or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, no coverage for first or third party cyber related claims will be afforded under the policy you are purchasing from us.

**PLEASE COMPLETE THIS FORM BY SELECTING ONE OF THE FOLLOWING CHOICES BELOW BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM**

- ☐ **ELECT and PURCHASE:** I hereby elect to purchase the Cyber Coverage Endorsement for a premium of \$223
- ☐ **DECLINE:** I decline to purchase the Cyber Coverage Endorsement offered with my quote.

**REMEMBER TO ELECT OR REJECT CYBER COVERAGE ABOVE SIGN DATE THE BELOW. Return this form to your insurance agent. This election or rejection notice must be received by the Company on or before the effective date of the policy.**

Insured Name

Natural Agricultural Products LLC

Submission Number

2762130

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Date

BFR5000 02-15



## Quote

P.O. Box 27648, Richmond, VA 23261; (804) 289-2700.

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### POLICYHOLDER DISCLOSURE NOTICE

#### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

**YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW**

- ☐ **ELECT:** I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of Quote option selected.
- ☐ **DECLINE:** I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

**REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW.** Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.

Insured Name

Natural Agricultural Products LLC

Submission Number

2762130

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Policy Number

AP.5001US 01-15





# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

## REQUEST FOR TAX PAYING BROKER INFORMATION

Insured Name: Natural Agricultural Products LLC

Policy (quote) Number:

Please provide us with the surplus lines tax payment information requested below. IF ANY OF THE INFORMATION BELOW HAS BEEN PRE-FILLED BUT IS INCORRECT, PLEASE PROVIDE THE CORRECT INFORMATION. Pre-filled information on this form will be used by us for state reporting of surplus lines premium unless you advise otherwise.

Multi-State Risk (Y/N):

State where taxes are to be paid (This is Home State, if multi-state risk):

Name of Surplus Lines Licensee filing taxes:

Agency Affiliation:

Surplus Lines License Number:

Address of Surplus Lines Licensee:

Telephone Number:

If taxes are payable in New Jersey, you must provide us with the 14 digit New Jersey Transaction Number for this policy as well as other New Jersey specific information for reporting:

NJ Transaction Number:

NJ Agency SLA Number\*

NJ Agency License Number\*\*

\*This is the number that the Surplus Lines Association has assigned to your agency

\*\*The State of New Jersey requires license number of the agency, not the individual agent who is filing taxes

### PREMIUM ALLOCATION MAY APPLY TO SOME POLICIES

If applicable, please provide the following information for each state where taxes are to be paid.

State

Premium Amount(basis for taxes)

As the producing broker, it is your responsibility to comply with state surplus lines regulations. For multi-state risks, broker must designate Home State and comply with Home State surplus lines laws and regulations. Arrangements must be made for the payment of any applicable state tax and stamping fees to appropriate state, stamping office or clearing house.

AP 5000US 01-15



# ***Natural Agricultural Products, LLC.***

Dually registered with the Secretary of State in MA

EIN #: 82-4298481



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## EXECUTIVE SUMMARY

**1.0** Cannabis is a new and exciting Industry introduced to Massachusetts by the will of the voting population in 2016. Natural Agricultural Product's business plan has been created to lay out pertinent information gathered from states that have approved the recreational sale of cannabis for a number of years. This business plan will cover our mission, site analysis, trends, demographics, finance, employment, inventory, and marketing strategies. All informational statistics obtained are listed in the appendix on the last page of this report.

Site analysis is based off 27,000 sq. ft. footprint, allowing 20,000 sq. ft. of canopy for cultivation, 1,500 sq. ft. for packaging and manufacturing, 3,000 sq. ft. dispensary and 2,000 sq. ft of office space.

N.A.P. will begin with 6,000 sq. ft. of canopy, 1,500 for manufacturing, 2,000 of office space, 3,000 sq. ft. retail dispensary, with future plans of expanding our cultivation center to utilize the entire building as stated above. The timeline goal for all to be at full capacity is 3 years.

Demographic information was obtained from government-reported census websites (census.us and neighborhoodscout.com) compiled into charts as to be easily read, and compared. Marketing information explains strategies, and avenues to explore to identify and target our cliental, and demonstrates the need to retain our customer base. Various websites such as cannabisbusinesstimes.com, forbes.com, mjbizdaily.com, and cannabisconsumer.org were used to analyze the business plan information. The marketing tools suggested were blogs, face book, linked in, twitter, Instagram, snapshot, and other social media sites, which we will use toward marketing to retail establishments.

Cultivation according to newfrontierdata.com the average harvest is \$1,120,100 per acre which breaks down to \$257,623.00 for 10,000 sq. ft., harvesting 3-4 times at average per year, adding \$1,000,000 plus for each 10,000 sq. ft. of canopy. Natural Agricultural Products has the capacity to expand their facility up to 20,000 sq. ft., and plan to be at full capacity within 3 years of operation.

Natural Agricultural Products has researched, and contacted qualified, experienced personal that have the ability to train employee's the rules and regulations provided by the Cannabis Control Commission of Massachusetts. N.A.P. will require that all employees attend seminars pertaining to the 935 CMR 500.00: Adult use of marijuana provided by the Commonwealth of Massachusetts at the company expense. N.A.P. will also conduct continuing educational classes, keeping staff up to date on changes to the regulations, and requirements that the CCC could alter or add in the future as the Industry progresses.

The business plan will cover market needs, trends, and growth, with a strategy to accomplish these goals. Pro-forma, and financial statements are subject to change depending on a variety of circumstances such as growth, expansion, and acquisitions. Our focus is to open one (1) retail dispensary as available, one (1) cultivation facility, and

product manufacturing in the town of Abington in 2021. N.A.P. has the research, and development team working on retail locations in Fall River, Taunton, and other surrounding towns in Southeastern Ma. that have a similar demographic and population.

Natural Agricultural Products will progress to extractions of cannabis for vape pens, tinctures, ointments, chocolates, candies, etc. These are other revenue streams that N.A.P. will develop within the first year of opening. N.A.P. has had conversations with entrepreneurs that will sell edibles that would accommodate the retail cannabis Industry. The N.A.P sales team will market to these retailers of our large selection of infused edibles, oils, tinctures, and vapes. N.A.P. has chosen the Town of Abington to use as our model for the opening our first cultivation, and manufacturing facility. The model that N.A.P. will use comes from Boulder Co., whereas the population and household medium are close to the same. The difference that you will see in the business plan is the potential to capitalize on the market that abuts Abington, that is 3 times larger than Boulder Colorado.

The N.A.P. plan within 5 years of operation, year (1) have 1 cultivation facility supplying 10,000 sq. ft. of canopy, 1,500 sq. ft. to manufacture, package, and label flower and vapes. 2,000 sq. ft. for retail dispensary, and 3,000 sq. ft. to consolidate office space. After first year we will be looking to open our second retail dispensary, focusing in different communities, such as Fall River, New Bedford, Taunton, and Abington Ma., We made contact with town officials there, and licenses are available to negotiate a host agreement with them at a timeline suitable for all parties, this would be year two. The start of year three N.A.P. will acquisition all properties that are dispensaries and cultivation centers and rehab the buildings to framework or theme of the neighborhood, in an environmentally friendly manner. The company will covert to clean energy, with the installation of solar and wind power, setting an example to others, and assisting other companies on the process of going green.

## **2.0 Mission Statement**

Natural Agricultural Products, LLC (N.A.P.) is dedicated to providing safe and affordable cannabis products in a professional and secure environment that will meet the needs of our clientele. We are committed to continuing to strengthen our relationship with the cities and towns we locate in by supplying revenue to economically enhance the community and its citizens.

### **3.0 Site Planning and Analysis**

Natural Agricultural Products, LLC plans to open multiple locations. Our focus is Abington Ma. with our company office located at 4 Main St Brockton Ma. 02301 on the 2<sup>nd</sup> floor.

Dispensaries, and cultivation centers will be located in areas where there is proper zoning and ordinances, no moratorium and with public support. All due diligence will be done before any and all leases are signed to ensure N.A.P. remains compliant at all times.

Our legal team has given an opinion letter attached to this business plan stating that there are no current codes or ordinances prohibiting dispensing operations in our chosen cities and towns such as Abington, Taunton, Fall River, New Bedford, and Brockton. The administrators, Police Chief, and County Sherriff have been notified of the intention to open recreational marijuana businesses and have no objections.

All parties acknowledge that this is governed by the will of the voters, who have passed legislation to allow for the recreational sale of cannabis within the Commonwealth of Massachusetts (935 CMR 500.000). N.A.P. reserves the right to allow for any local official who has voiced any concerns to be active, sitting members on N.A.P.'s Board of Directors, in order to best address any/all concerns voiced. N.A.P. has also promised total transparency to the police by allowing them to connect to all surveillance cameras within any/all locations operated by Natural Agricultural Products, LLC.

The proposed facilities will be located greater than 500 feet from any school, and any other named business by the Commonwealth, thus abiding by state regulations. The facilities will have discreet signs which will at all times conform to all state and local regulations and ordinances. The dispensaries will be completely compliant with ADA laws, allowing for easy access for our handicapped patrons and doors wide enough for a wheelchair.

All N.A.P. facilities will work closely with the community to become an integral part and will address all specific zoning regulations. Natural Agricultural Products, LLC and its Executive Staff are sensitive to the various issues that have arisen pertaining to cannabis companies throughout the country and promise to remain diligent with our continued compliance at all times.

### **4.0 Estimated Market Size**

Natural Agricultural Products, LLC has conducted countless hours of extensive research on the population within the state, as well as our expected marketplace. With all research done, it's

hard to give exact numbers for the market of an industry such as recreational marijuana. All numbers are based off research comprised and analyzed in order to best give an estimated market size for our chosen locations.

Massachusetts has a population of roughly 6.8M residents. Example: our chosen location of Abington, MA, and its surrounding city, and towns have a total population of about 241,724 people. Of that sum, Abington has a total of 15,985 people, giving it around 15.1% of the people living in our immediate area. The chart below shows the breakdown of cities/towns in the greater Abington area for reference:

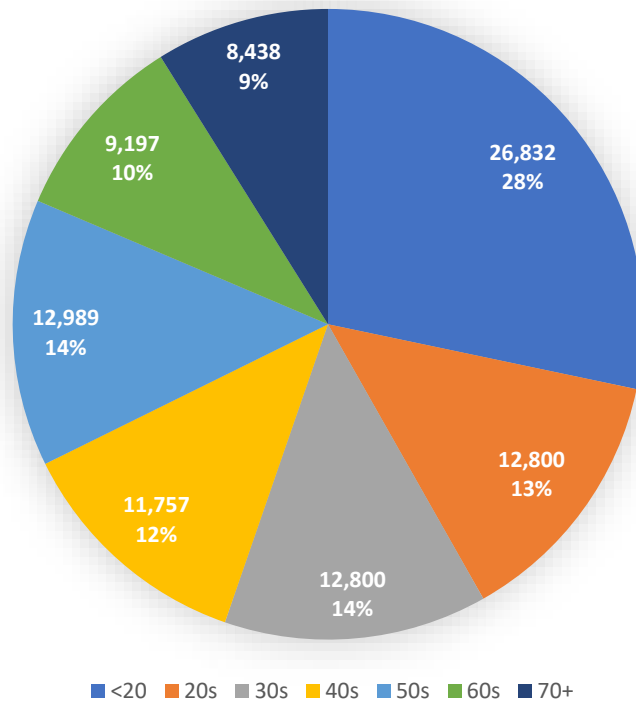
**\*All information gathered to be cited on back page**

#### **4.1 Target Market Segment Strategy**

The Abington, area's vast, and growing population will serve as an even greater benefit to the recreational marijuana industry as according to [cannabisconsumer.org](http://cannabisconsumer.org) 40.79% of consumers are aged 21-35 while 36-45 come in 2<sup>nd</sup> at 25.75%. These two age brackets take up 66.54% of the market share. The following chart will go more into details on the age breakdown of Abington, and surrounding cities and towns population and you'll see just how the demographics of Abington fall along perfectly with the industry's demographics not only today, but also tomorrow and for years to come:

Cultivation & manufacturing will play a large part in supplying recreational dispensaries in product. The demographics outside and within the city of Brockton gives Brockton the potential market that can exceed other communities. Brockton is considered the hub of the south shore with 4 state highways routes 18, 123, 58, and 139, and with the population growth retail dispensaries will depend on cultivators, and manufacturers to keep up with the demand.

## Brockton, MA Population Breakdown by Age



\*All information gathered to be cited on back page.

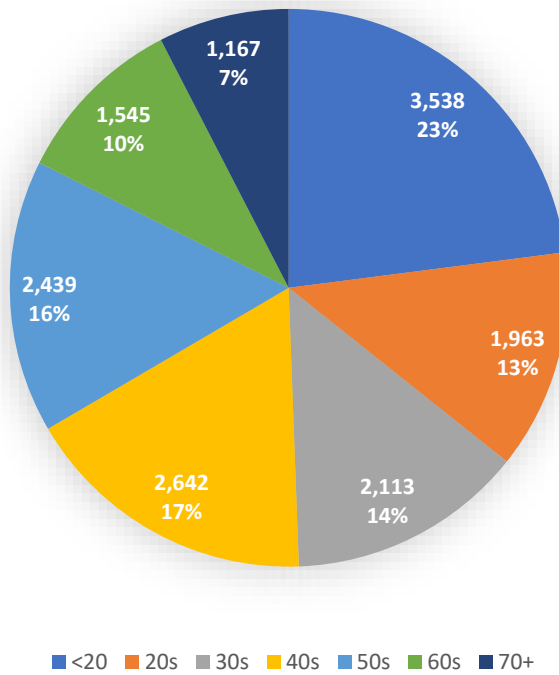
Brockton's market is unique in its size, relative location to other major cities and its ease of public transportation use.

- Over 90,000 people live in Brockton
- ~39% of the city falls within the target demographic for age
- ~28% of the city falls in the age group below the target demographic for age giving sustainability to the industry
- ~25 mi to Boston, MA
- ~1hr. to Providence, RI.

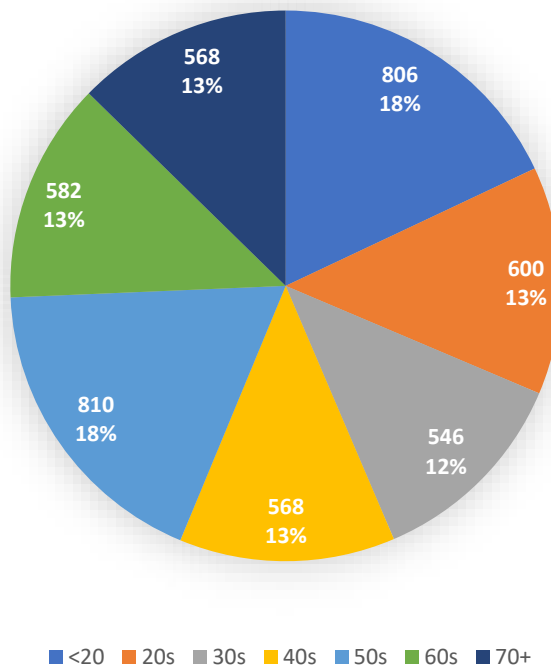
Data compiled shows the demographics info for neighboring cities/town also align with our target market:



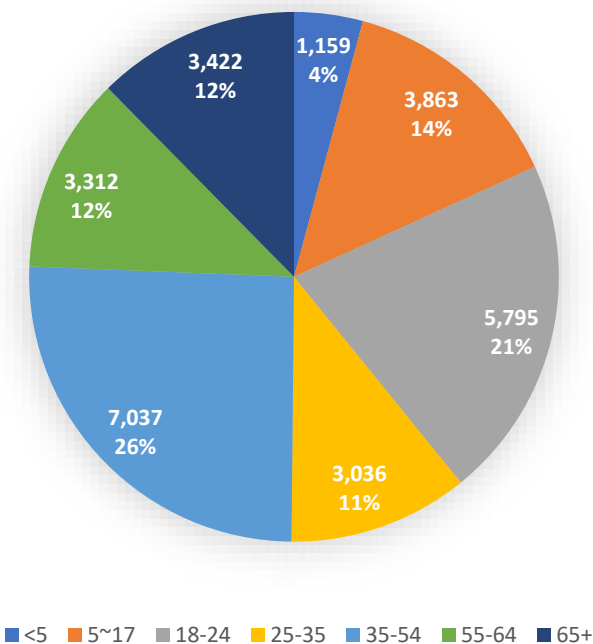
## Abington, MA Population Breakdown by Age



## Avon, MA Population Breakdown by Age

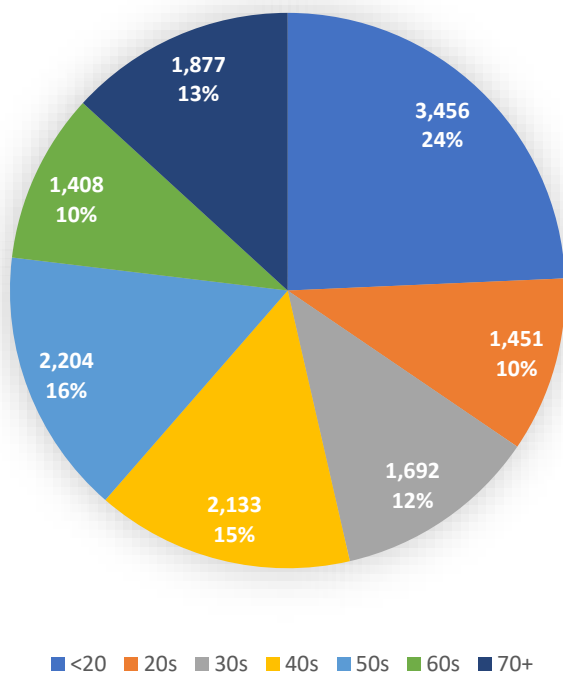


## Bridgewater, MA Population Breakdown

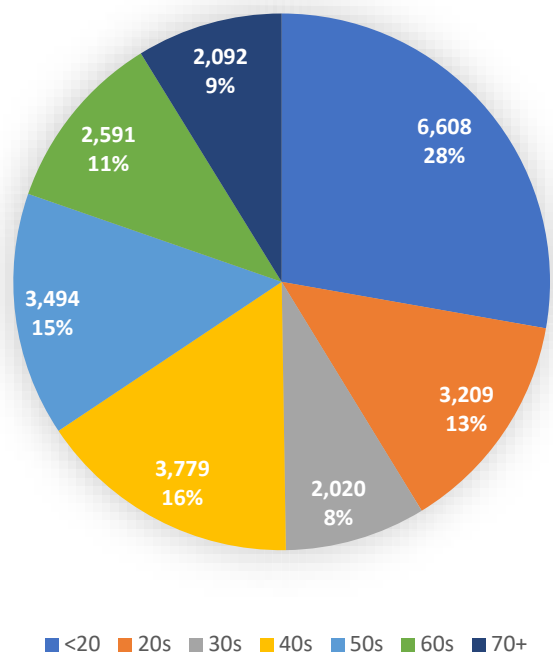


\*Data analyzed from neighborhoodscout.com different than other demographics info. Same target market applies.

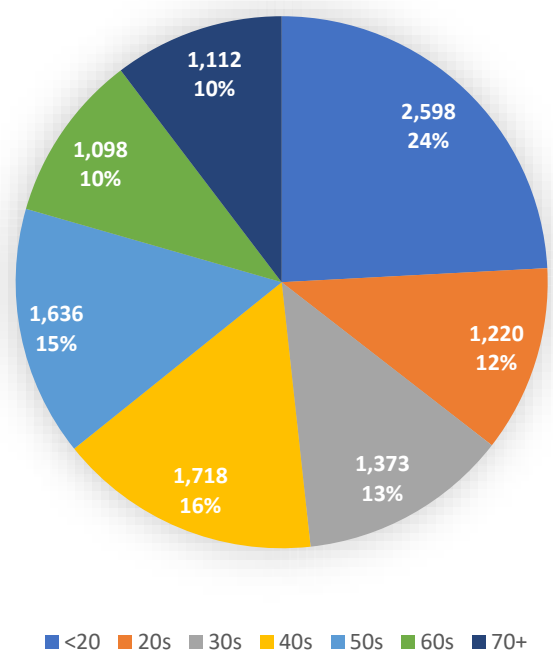
## East Bridgewater, MA Population Breakdown by Age



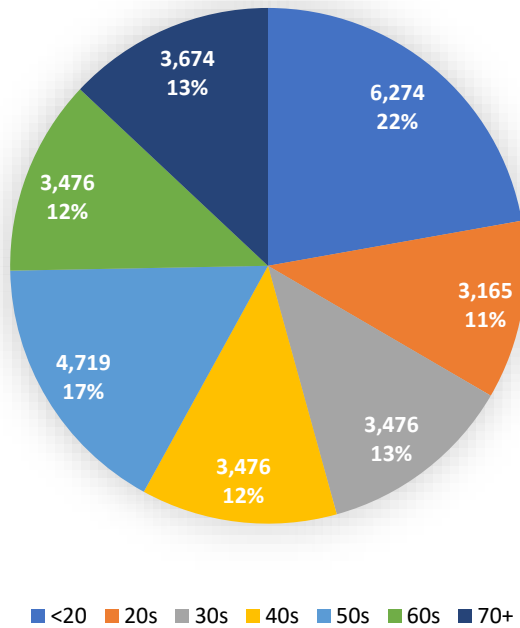
### Easton, MA Population Breakdown by Age



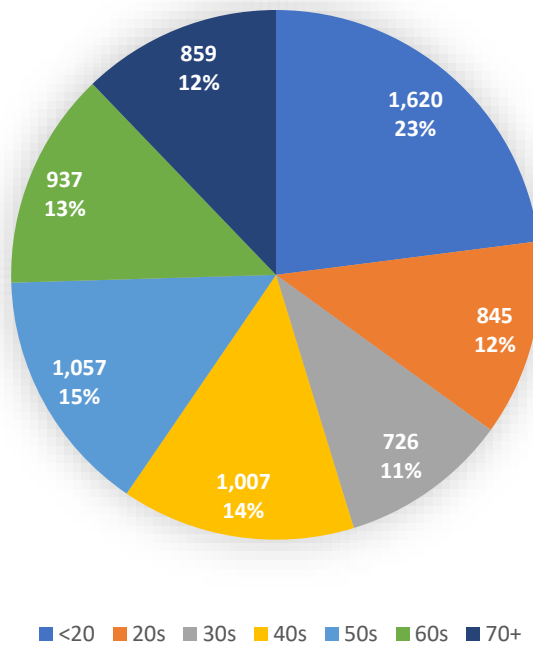
### Holbrook, MA Population Breakdown by Age



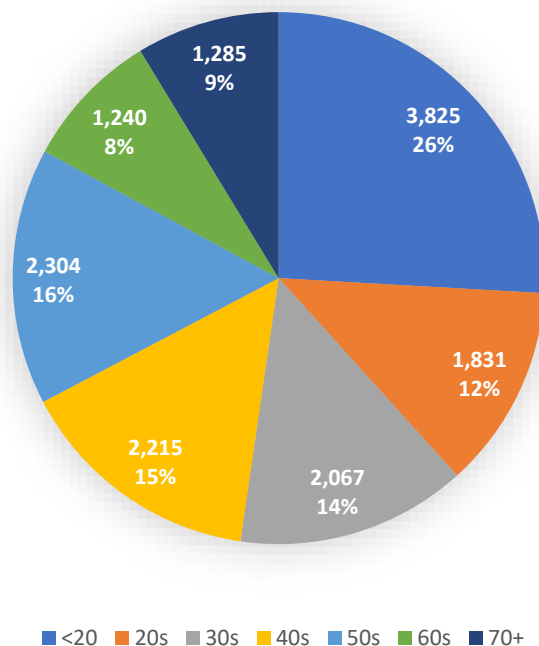
## Stoughton, MA Population Breakdown by Age



## West Bridgewater, MA Population Breakdown by Age



## Whitman, MA Population Breakdown by Age



As demonstrated from the graphs above, our model location of Abington has a large target market, as well as the immediate neighboring cities/town. In just these 10 cities/towns the rough market share would be around 99,060 people.

- Abington – Approximately 6,718 people (~76%)
- Avon – Approximately 1,714 people (~82%)
- Bridgewater – Approximately 15,868 people (~74%)
- Brockton – Approximately 37,357 people (~72%)
- East Bridgewater – Approximately 5,276 (~76%)
- Easton – Approximately 9,008 people (~72%)
- Holbrook – Approximately 4,311 people (~76%)
- Stoughton – Approximately 10,117 (~78%)
- West Bridgewater – Approximately 2,578 people (~77%)
- Whitman – Approximately 6,113 people (~74%)

### 4.1.1 Market Needs

- Safe, discreet way to purchase their marijuana.
- Strong product, reasonably priced.
- Variety of products.
- New strains and products to be introduced.
- Accessibility to a wide range of marijuana alternatives.



- Knowledge of product their buying

#### **4.1.2 Market Trends**

With the legalization of marijuana in states across the country, the market is reflecting that change in a multitude of areas:

- Alcohol sales are declining due to legalization of marijuana
  - A recent article by Tim Kohut published by High Times on January 9, 2018 states alcohol sales have dropped as much as 13% in marijuana legalized states
  - In those state's studies have shown as much as 80% of users in weed-legal states prefer not to mix weed and alcohol
- Cannabinoids used in medicines
  - FDA has approved 3 Cannabinoid-Based medicines
    1. Marinol (dronabinol)
    2. Syndros (liquefied dronabinol)
    3. Cesamet (nabilone)
- Classes are being taught on marijuana in Universities in a variety of area specific fields
  - Various states have multiple colleges/universities with degree's and certificate programs geared towards the marijuana industry
- Science is exploring the use of marijuana
  - Multiple studies have been conducted and many are underway going into the specifics of marijuana and its various uses
- Smaller serving sizes
  - Smaller serving sizes allow for people who aren't regular users get started without feeling overwhelmed by the effects of marijuana and its different uses
- Increased access both domestically and internationally
  - Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, Vermont, Washington, and Washington D.C. have all legalized marijuana to be used recreationally
  - Connecticut, Delaware, Kentucky, Michigan, Missouri, New Jersey, Ohio, Oklahoma, Rhode Island, South Dakota, and Utah are up next to vote in 2018 and many, if not all are expected to vote on legalization
  - Argentina, Australia, Cambodia, Canada, Costa Rica, Czech Republic, Ecuador, Estonia, Germany, Israel, Italy, Jamaica, The Netherlands, North Korea, Mexico, Peru, Portugal, Spain, Switzerland, and Uruguay have all legalized marijuana in some capacity.

#### **4.1.3 Market Growth**

The marijuana market is already a multi-billion dollar a year industry. With all the states that have already started selling recreational marijuana, combined with the states ready to get going

in 2021 this year is set to explode – and with the states voting on legalization this year the market is set to expand even further for years to come. Recreational sales have already surpassed medical sales in recent years and a majority of states who voted to allow the sale of recreational marijuana have yet to open stores. No other industry has shown this type of growth since broadband internet, cable tv and transistor radios.

### The Explosive Growth of Legal Adult Use and Medical Marijuana Markets

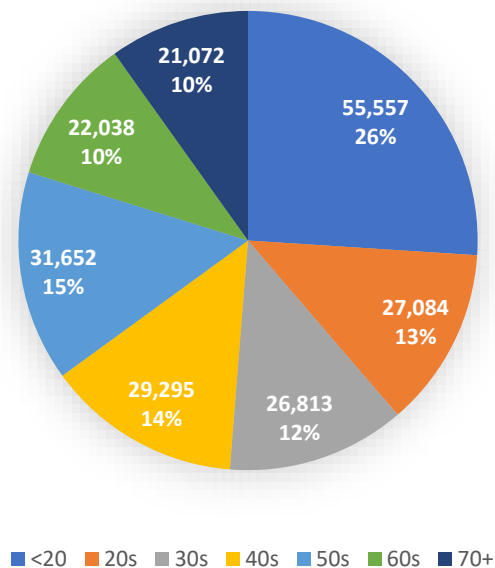


\*Source: <https://newfrontierdata.com/tag/marijuana-market/>

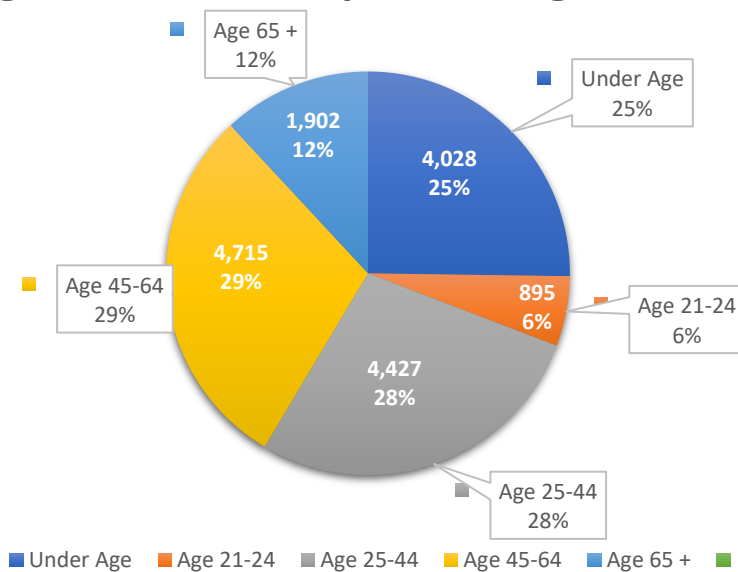
#### 4.2 Key Customers

Our target group for customers consists of adults over the age of 21. Seventy-Two (72%) of the greater Abington area's population fit that target demographic. Sixty-nine percent (69%) of Abington's population fit the target demographic. The following charts break down our major market's age demographics, illustrating all the different age groups within our chosen location of Abington and our neighboring major city of Brockton.

## Brockton, MA Area Population Age Breakdown



## Abington, Ma Area Population Age Breakdown



### 4.3 Future Markets

- As current users age, our target market will expand keeping pace with our consumers.
- Once the market takes hold, more people will become aware and educated – turning them into potential customers.
- As more states legalize recreational marijuana, federal laws will change.
- Supply and demand will dictate new regulations and guidelines in the future making the industry run smoother.

- As laws are changing to accommodate the growing market, target customers will grow along with it.

## **5.0 Roadmap/Future Plans**

Over the past few years Natural Agricultural Products, LLC have been conducting painstaking research and due diligence discovering what works and what doesn't. We've traveled to Colorado, California and Washington State talking to mayors, dispensary owners and Commissioners. They've shown us the way and given us the blueprint for success. Here's what we've learned:

- Locate the dispensaries downtown to start.
- Cover about 4 sq. blocks and space out evenly about 500 ft. apart.
- Make sure dispensaries are either below grade or on 2<sup>nd</sup> floor, only if located downtown.
- Leverage mixed use buildings for maximum revenue (i.e. restaurants, market-rate housing, retail stores, etc.)
- Maximize foot traffic and minimize congestion. (Make people want to walk around and spend their money)

By following these steps, we can build off a proven model and minimize mistakes – in turn maximizing profits. With the proper direction, regulation, collaboration, vision and execution, we can not only follow the model set forth from other marijuana pioneers, but we can take it to levels never seen before.

N.A.P.'s current location gives us a unique position to attack on multiple fronts:

1. The size of Brockton (As mentioned previously) is larger than other cities that have legalized the sale of recreational marijuana to adults, giving us more people within the city to reach.
2. Abington and Brockton's unique close proximity to not one, but two state capitols (Boston and Providence) gives our market a broader base.
3. Surrounding cities/towns have declined becoming a "Host Community" gives us more potential customers from neighboring cities/towns 360 degrees around Abington and Brockton.

As previously mentioned, another strategy the executive management team at N.A.P. have been discussing purchasing all locations that we are currently looking at, then turn around and rent the space we aren't using back to new businesses looking to move in to the area to capitalize on the marijuana industry. We build community by engagement.

## **6.0 Pro Forma/Financial Statements**

The Pro forma and financial statements are estimates and are subject to change depending on a variety of circumstances. Financial data was based off historical data from other states that have already adopted recreational marijuana as an industry.

### **Assumptions**

While preparing this pro forma, there were a number of factors that were taken into account as assumptions and factored in as expenses, income and various balance sheet items. All of our facilities will be using the most state-of-the-art technology, software and equipment. Financials have been made based off historical pricing, salaries, expenses and other factors and are all subject to change due to market conditions, price fluctuations and various other factors.

We plan to have one (1) retail dispensaries, one (1) cultivation & manufacturing center and (1) office, all will be built out with energy efficiency, economics and ease of maintenance in the forefront. All income data has been analyzed based off information derived from various credible websites that have extracted data directly from states in which recreational marijuana is currently an industry.

Our cultivation center will include a grow operation that at its peak will cover the maximum 20,000 sq. ft. of canopy, and a manufacturing/processing center that will extract, prepare, manufacture and pack various edibles, extractions, oils, tinctures, salves, vapes, and other MIPs.

Our dispensaries will range in size, but will not exceed the max. size for a dispensary which is 5,000 sq. ft. Each dispensary will have between 5-7 cash registers open at a given time with enough staff to work the cash registers and assist patrons. We will be open the maximum time as allowed by the municipality and will be open every day.

The costs for all expenses, supplies, equipment, hardware, software, buildout, salaries, and any other investment and/cost associated with the preparation of this pro forma and financial statements have been derived from current and historical data analyzed from various cities and states around the country and are all subject to change at any given time based off market conditions and other factors.

	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Total N.A.P. Revenue</b>	\$30,100.000.00	\$45,150.000.00	\$54,000.000.00

<b>Expenses</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Salaries	\$1,607.480	\$2,404.708	\$3,281.658
Employee Benefits	\$1,283,159	\$1,420,426	\$1,587,115
Insurance	\$116,651	\$129,130	\$144,283
Transportation	\$275,000	\$550,000	\$550.000
Office Supplies	\$15,000	\$22,500	\$30,000
Phone/Internet	\$10,000	\$12,500	\$15,000
Packaging	\$250,000	\$425,000	\$675,000
Nutrients & Soil	\$150,000	\$450,000	\$1,500,000
Legal/Accounting	\$45,000	\$75,000	\$110,000
Kitchen Supplies	\$125,000	\$175,000	275,000
Edible Supplies	\$30,000	\$55,000	\$80,000
Equipment	\$1,500,000	\$500,000	\$500,000
Licenses	\$29,700	\$30,400	\$32,900
Security/Monitoring	\$15,000	\$25,000	\$50,000
Rent	\$372.000	\$470.000	\$600,000
Utilities	\$350,000	\$600,000	\$950,000
<b>Total Expenses</b>	<b>\$6,401.990</b>	<b>\$7,343.664</b>	<b>\$8,160.956</b>

	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Pretax Income</b>	\$6,622.000	\$9,933.000	\$11.880.000



### **STARTUP OPERATIONS COSTS**

<b>Total Deposits</b>	\$150,000	Three months rent
<b>Plants/Seeds</b>	\$50,000	Estimated seed cost
<b>Plumbing and Irrigation Piping</b>	\$100,000	Estimated cost of PVC piping, valves and installation
<b>Security</b>	\$25,000	Estimated cost of cameras, hard drive storage, cabling & installation
<b>Licensing</b>	\$29,700	MA cost of licenses and fees
<b>POS Systems</b>	\$75,000	Estimated cost for 30 POS machines
<b>Utility Deposits</b>	\$87,500	Three months utility deposits
<b>Leasehold Expenses</b>	\$750,000	Estimated cost of build-out for the cultivation center and dispensaries and one (1) office space
<b>Office Supplies</b>	\$15,000	Estimated cost of paper, ink, printing, etc.
<b>Architect Fees</b>	\$50,000	Estimated cost for design of one (1) cultivation center and three (3) dispensaries
<b>CO2 Systems</b>	\$7,500	Estimated cost to purchase and install propane driven CO2 generator to speed plant growth
<b>Vehicles</b>	\$70,000	Estimated cost to purchase and alter two (2) company vehicles for delivery and other company needs
<b>HVAC Buildout</b>	\$160,000	Estimated cost of build out for HVAC and air filtration system
<b>Kitchen/Food Prep Equipment</b>	\$75,000	Estimated cost of buildout of commercial kitchen for the making of edibles
<b>Water Filtration System</b>	\$25,000	Estimated cost of purchase and installation for a water filtration system to remove any harmful elements
<b>Furniture</b>	\$75,000	Estimated cost company furniture and country build out for display in dispensaries
<b>Safe and Storage Systems</b>	\$225,000	Estimated cost of purchase and installation of multiple safes in both the cultivation center and dispensaries

## 7.0 Team Members – Organizational Structure

### TEAM MEMBERS

#### President

**Roles** – Develops the vision of the company, creates and implements policies, manages strategic development and monitors the company's financials and production.

**Responsibilities** – Responsible for the overall performance of the company as a whole. (S)He monitors financials and ensures resources are used efficiently, and is also responsible for signing all contracts on behalf of the company. The president is responsible for everything from strategic development and performance management to public relations and hiring high level staff. All fiscal responsibility as well as the company's bottom line accountability is attributed to the president.

**Relationships** – The president is a member of the executive management team and is at the top of the organizational hierarchy and reports to the board of directors. The president is responsible for ensuring the hierarchy runs smoothly all the way down the chain of command.

#### Executive Director

**Roles** – The executive director has all department heads reporting to him/her with any/all issues and ensures all departments perform as expected. (S)He manages every position down the organizational chart and works closely with all department heads below him/her to ensure employees are working collectively towards the betterment of the company. The executive director works with direction from the president and helps to build all policies and procedures, analyze/assess financials and help build a more developed and defined work force.

**Responsibilities** – The executive director manages all day-to-day operations throughout the entire company and is often the interface between the company, its customers and vendors. (S)he looks for any issues within the organization and strategically utilizes employees to address specific problems that (s)he finds. Ultimately, the executive director controls all day-to-day operational, managerial, financial and product-related functions within the company.

**Relationships** – The executive director is a member of the executive management team. (S)he has all department heads reporting directly to him/her, as well as some who are independent of other relationships such as the bookkeeper, comptroller, marketing and security. The entire company responds to the orders of the executive director. (S)he utilizes all department heads to ensure constant compliance within all operating procedures and looks for areas to be improved.

#### Managing Agent

**Roles** – The managing agent has all dispensary and grow operation managers reporting to them and ensures everything runs smoothly. (S)he directly works with all facility managers on the daily operations of the dispensaries and grow facilities and reports directly to the executive director.

**Responsibilities** – The managing agent is responsible for the management of all dispensaries and grow facilities. (S)he works as the liaison between all of the dispensary and facility managers and looks for any areas that can be approved upon.

**Relationships** – The managing agent(s) are member(s) of the executive management team. They report to the executive director and have all facility manager's report to them.

### **Cultivation Center Manager**

**Roles** – The cultivation center manager has all cultivation, edibles and delivery managers reporting to them and reports directly to the managing agent. (S)he works directly with department managers to ensure grow facility as a whole is within compliance at all times and operates to its fullest capabilities.

**Responsibilities** – The cultivation center manager is responsible for ensuring all department managers are operating smoothly and all day-to-day responsibilities are being performed. (S)he must also regularly look for any/all problems, issues and/or inefficiencies within the cultivation center.

**Relationships** – The cultivation center manager has all grow department managers reporting to them and reports directly to the managing agent.

### **Dispensary Manager**

**Roles** – The dispensary manager has the overall operation of the individual dispensary under his/her control. (S)he is in charge of logging inventory as it arrives, ensuring the dispensary is fully stocked at all times, accounting for all cash at the end of the day and settling up for any/all shipments in/out of the dispensary. The dispensary manager manages all dispensary employees to ensure production, expectations and most of all quality customer service and compliance is maintained within the dispensary at all times. The dispensary manager works closely with the marketing team to identify specific requests from customers that will result in overall growth for the company.

**Responsibilities** – The dispensary manager is responsible for opening/closing the dispensary daily, beginning/ending inventory, daily manifests, maintenance, scheduling and compliance. The dispensary manager is also responsible for working with security to ensure the safety of all customers, employees, inventory and money as well as ensuring the dispensary remains compliant at all times. The dispensary manager is ultimately responsible for all activities within the dispensary, including overall customer service and monitoring customer feedback to ensure satisfaction and loyalty.

**Relationships** – The dispensary manager reports directly to the managing agent and has all budtenders reporting to them. (S)he works with security and coordinates with other department managers when needed.

### **Cultivation Manager**

**Roles** – The cultivation manager has the overall operational say over the cultivation of plants. (S)he ensures plants are tended to, nutrients are fed, water is stabilized, lights are checked, soil

levels/temperatures/humidity is where it needs to be, soil is tested, finished product is tested and mechanical infrastructure is maintained. It is up to the Cultivation manager to make sure all nutrients, soils, containers, and any other cultivation related supplies are properly stored, maintained and ordered as necessary to ensure nothing is ever out of stock when needed.

**Responsibilities** – The cultivation manager is responsible for all marijuana with the cultivation operation from seed to sale. It is the cultivation manager’s responsibility to ensure all inventory in all life cycles are accounted for, finished product is packaged and sent to correct locations and is safe for all customers to consume. (S)he is also responsible for ensuring the cultivation operations cleanliness, production, maintenance, efficient and compliant at all times.

**Relationships** – The cultivation manager reports to the cultivation center manager and ensures everything runs smoothly within the cultivation among all employees.

### **Edibles Manager**

**Roles** – The edibles manager is in charge of producing marijuana infused products (MIPs) within a commercial kitchen setting at the cultivation facility. They must ensure safe cooking and preparation practices and account for inventory used in the production of each individual MIP. The edibles manager will produce recipes, formulas and operating procedures for each part of the edibles manufacturing process. The edibles manager will solicit input from dispensary managers, marketing and the executive director to continually produce new, unique, and exciting products to increase revenue within the company.

**Responsibilities** – The edibles manager is responsible for ensuring only safely prepared and packaged products are available to customers and will work with contracted quality assurance and laboratory consultants to ensure all products are produced in a hygienic manner and will have samples tested for mold, bacteria, heavy metals, pesticides and THC. They will observe all labeling laws and provide nutrition information on all products. The edible manager oversees packaging/labeling contractors, insures health and safety, as well as compliance at all times.

**Relationships** – The edibles manager reports to the cultivation center manager and has all kitchen staff report to them. They will also provide reports to the bookkeeper to ensure all inventory is accounted for as well as work with compliance officials to ensure both the MIPs and the labels are in compliance and commercially acceptable.

### **Delivery Manager**

**Roles** – The delivery manager is in charge of ensuring safe and accurate deliveries of all marijuana from the cultivation facility. The delivery manager controls driver’s manifests, insures proper product is recorded before it leaves and accounts for receipts from the delivery driver’s return manifest. (S)he insures vehicles are safe, maintained and in good working condition at all times, that all GPS monitors are working properly as well as all communications devices are checked daily. The delivery manager will maintain constant GPS status on all driver’s locations. (S)he is trained to handle specific emergencies including holdups, driver car accidents, product recall, etc. Along with driver coordination, the delivery manager also works with security to ensure a safe atmosphere for employees before, during and after all deliveries arrive/leave the cultivation facility.

**Responsibilities** – The delivery manager is responsible for ensuring that the product is received from the cultivation facility, matches inventory orders, logs inventory to be delivered into delivery manifests, adjusts moved inventory in the inventory management system, balances cash and product at the end of the day, and ensures drivers provide safe and timely service while maintaining strict security measures and ensuring compliance at all times. The delivery manager is also responsible for the safety, care and wellbeing of all drivers.

**Relationships** – The delivery manager has the drivers as their employees and reports directly to the cultivation center manager.

### **Master Grower**

**Roles** – The master grower is directly in charge of the plants within the cultivation facility. (S)he works under the cultivation manager to ensure all processes and procedures are followed and all plants in the various cycles are healthy. The master grower is in charge of managing cycles, individual strains, potency, efficiency and health. The master grower will work directly with growers, trimmers and the harvesting staff to teach them all proper techniques, processes and procedures and to ensure the operation runs smoothly. The master grower will also explore unique strains of his/her own and at all times maintain specific plants that will be entered into various Cannabis Cups.

**Responsibilities** – The master grower is responsible for the health, safety, cleanliness and inventory of all plants within the cultivation facility. It is the master grower's responsibility to ensure pH levels of water are correct, proper doses of nutrients are being applied, soil/temperature/humidity levels are in order, equipment is functioning properly and all growers, trimmers and harvesting staff are performing in an effective manner and following all techniques, processes and procedures shown to them to ensure consistent feeding, manicuring and harvesting is shown to all plants in all cycles in order to maximize yields.

**Relationships** – The master grower works directly under the cultivation manager and reports to the cultivation manager, cultivation center manager, managing agent and executive director and has all growers, trimmers and harvesting staff reporting directly to them.

### **Growers**

**Roles** – Growers will work alongside the grow master in tending to the marijuana plants throughout their various life cycles. Growers will learn from the grow master about various growing styles, nutrient tables, different light spectrums, and all other areas of marijuana cultivation and implement what they learn in their daily activities.

**Responsibilities** – Growers are responsible for tending to plants daily by watering, monitoring, replacing soil levels and rotating plants throughout different rooms to account for various life cycles. Growers are also responsible for maintaining cleanliness of all rooms and cultivation areas at all times.

**Relationships** – Growers report directly to the grow master and cultivation manager.

### **Trimmers**

**Roles** – Trimmers are cultivation employees trained to cut, shape and maximize plant growth by removing excess leaves outside of the light canopy that are non-productive elements and are unnecessary to the plant's growth. They trim excess leaves and stalks and then inventory them to make sure all parts of the plant are accounted for.

**Responsibilities** – Trimmers are responsible for removing all non-productive leaves, any sort of growth that appears in the potted soil, and shaping the plants to maximize efficiency in nutrient uptake and light absorption. They are also responsible for coordinating the packaging and utilization of excess trimmings, whether used for production of edibles or destroyed.

**Relationships** – Trimmers coordinate with the harvesting staff as to the plant's readiness for trimming, cutting and placement into drying/curing areas within the cultivation facility and report directly to the head grower and cultivation manager.

### **Harvesting Staff**

**Roles** – The harvesting staff are trained employees who move the plants into a harvest room for harvesting buds off of matured plants. They are also responsible for the physical inventory by matching each plant's RFID tag or any other identifying mark to an inventory sheet produced by seed to sale software. The harvesting staff also ensure harvested product is labeled for the drying/curing rooms and that all plant material is weighed and entered into the tracking database.

**Responsibilities** – The harvesting staff is responsible for the removal of the buds from the female plant, insuring the trichomes aren't damaged and batch different strains together on specific drying racks.

**Relationships** – The harvesting staff reports directly to the head grower and cultivation manager, who is present for every harvest. In the event the cultivation manager is not there, either a managing agent and/or the executive director will be present to ensure proper count and weighing of final product. Security will also work with the harvesting staff in order to ensure all product is recorded, documented and safely transported to drying/curing rooms as well as all final locations.

### **Kitchen Employees**

**Roles** – Kitchen employees are responsible for the day-to-day preparations of all marijuana infused products through hygienic means, adhering to recipes and formulas prepared by the edible's manager. They cook, package, label and inventory all MIPs as well as ensure the kitchen is properly cleaned at the end of every day in order to avoid any sort of bacteria entering the cooking process.

**Responsibilities** – Kitchen employees are responsible for both storing and inventorying ingredients within the kitchen as well as preparing the necessary MIPs for sale. It is the kitchen employee's responsibility to ensure the kitchen is kept clean and free of anything that could end up in the edibles.



**Relationships** – Kitchen employees report to the edibles manager and will occasionally interface with vendors when specific products are received.

### **Packaging/Labeling Employees**

**Roles** – Packaging/labeling employees part-time employees brought in to measure, weigh, portion and vacuum pack all finished product. Their job is to weigh all edibles and flower into predetermined amounts and run it through a vacuum sealer or other packaging machine to close the product in ensuring no air or contaminants leak in, maximizing freshness and safety. They also produce a label for each finished product showing batch, weight, type of product, strain, expiration date, and any other wording and/or marking required by regulations. They work with the cultivation center manager to ensure all flower and edibles labeling/packaging is within all government requirements and compliant at all times.

**Responsibilities** – Packaging/labeling employees are responsible for weighing, measuring, proportioning, packaging and labeling all matured flower and finished edibles ready to go out for wholesale or sale within our dispensaries. They are also responsible for ensuring proper inventory is input into the seed to sale tracking software. They attach final tags to the product and not if there are any discrepancies in weight. They are responsible for ensuring all packaged marijuana and marijuana and MIPs are traceable back to a particular grow and from what seeds/clones they were grown. They are responsible for informing management of any necessary ancillary product ordering.

**Relationships** – Packaging/labeling employees report directly to the cultivation and edibles managers depending on what they are brought in for. They also work alongside the cultivation center manager during weighs/labeling to ensure compliance.

### **Drivers**

**Roles** – Drivers are the company's delivery people. They transport marijuana from the cultivation facility to other dispensaries across the state. They operate in pairs, in vehicles equipped with GPS and 2 separate forms of communication. The vehicle will not be marked with any identifying markers making it obviously a marijuana delivery vehicle. Drivers will ensure the correct product is delivered to the correct location in a timely manner.

**Responsibilities** – Drivers are responsible for following the manifest given to them when on delivery, the safe keeping of all inventory in locked safes within the vehicle, for bagging cash as received and providing manifests of cash collected. They are also responsible for reporting and failed or unaccepted deliveries.

**Relationships** – Drivers report directly to the delivery manager and managing agents. They will interface with the cultivation center manager, cultivation manager or edibles manager when obtaining product for deliveries and will occasionally interface with the bookkeeper when dropping off cash, receipts and daily manifests.

### **Budtenders**

**Roles** – Budtenders are the company’s interface with the public. They offer advice, knowledge and provide direction on strains, edibles, products or other inventory from the dispensary which will suit the customer’s needs. They handle all cash and POS transactions and ensure all sales are accounted for. When educational material is requested, they will guide the patron to the location and answer any/all questions they may have.

**Responsibilities** – Budtenders are responsible for ensuring all transactions are put through POS machines and are accounted for. They also check manifests and delivery reports to ensure all product is accounted for.

**Relationships** – Budtenders report directly to the dispensary manager.

### **Security**

**Roles** – Security is responsible for ensuring the employees, patrons, and facilities themselves are secured and safe at all times. They will patrol grounds, as well as observe through cameras and interface with management to document any weaknesses found.

**Responsibilities** – Security is responsible for ensuring all inventory is where it needs to be and isn’t removed from the premises without proper documentation. They are also responsible for watching all employees throughout the day to avoid any possible theft, robbery, collusion, or any other possible infraction. Security will interface with management, as well as any hired experts, to facilitate any changes, testing or documentation of safety procedures.

**Relationships** – Security reports to the facility managers as well as the Executive Management team.

### **Bookkeeper**

**Roles** – The bookkeeper is in charge of the company’s financials. They ensure bills are paid, reports are made, cash is accounted for and payroll. (S)he will monitor transactions and properly record them in the correct computer system.

**Responsibilities** – The bookkeeper is responsible for verifying all cash and bank deposits/receipts, preparing monthly journal entries and all financial statements as required or requested, and keeper of all manifests of inventory for product, coming and out of company.

**Relationships** – The bookkeeper reports directly to the president and the executive director.

### **Comptroller**

**Roles** – The comptroller provides a layer of checks and balances to the bookkeeper, harvesting staff, and cultivation center manager to ensure all weighs, cash and product are accounted for, and that all reports are accurate, on time and within regulations. (S)he will serve as the company human resource agent, handling all company benefits. (S) he will randomly spot check all parts of the company to ensure there is no collusion and to ensure all safeguards and reporting mechanisms are functioning properly and as intended.

**Responsibilities** – The comptroller is responsible for checking all inventory, cash deposits, receipts, reports, accounts payable/receivable, and ensuring an effective, efficient and solid audit trail is available for compliance officials or any other professional engaged, contracted or any way other affiliated with the company. Will monitor changes in company benefits, making sure N.A.P. is competitive in its offering to the employees, and beneficial to the company.

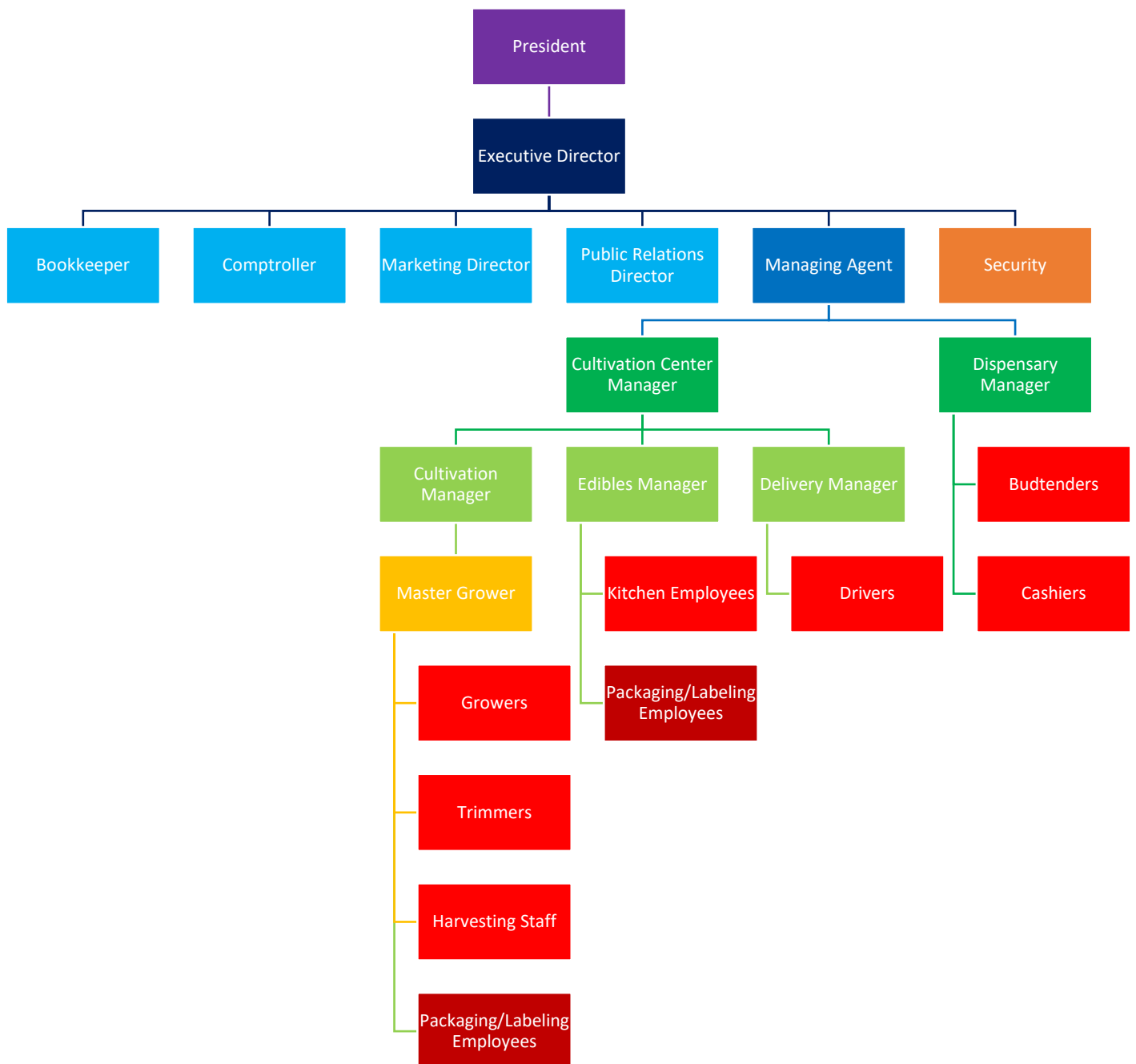
**Relationships** – The comptroller reports directly to the executive director, and responds to outside compliance, accounting and legal teams. (S)he has only one boss - the executive director. To ensure neutrality and transparency, the comptroller may bypass the executive director and report directly to the board of directors with any suspicious or uncorrected issues.

### **Marketing**

**Roles** – Marketing will work on achieving the greatest market share possible by constantly striving to increase our awareness within the industry and target market. They will use traditional media as well as social media and other means to attract new customers, product and exposure as well as working to retain what we already have.

**Responsibilities** – Marketing is responsible for creating/monitoring all social media accounts updating for pricing changes as well as inventory, hours of operation, or any other changes to the company that customers need to know. They will be in charge of the website and must ensure it's up to date with new blogs posts and other timely information posted daily. They will develop analytics to show conversion form viewers and followers of both our website as well as social media profiles.

**Relationships** – Marketing reports directly to the president and executive director of the company.



## **8.0 Physical Structure of the Dispensaries/Cultivation Center**

All our facilities (Dispensaries and cultivation center) will have their entire physical structures designed around economy, easy consumer access and compliance within all regulations, zoning and ordinances. A number of components will be considered. All blueprints will be put through computer software programming in order for us to design and review it multiple times and add any input along the way before committing to construction. Natural Agricultural Products, LLC, its executive management staff and officers are dedicated to not only complying with all regulatory, permitting and construction requirements, but reaching beyond them and exceeding all expectations. It is our goal to design the most state-of-the-art, consumer friendly, secure and well-regulated cannabis facilities in the industry. We will strive to be the benchmark for all companies moving forward.

Some of the major components within our facilities will include:

1. Efficient, high wattage electrical system with renewable energy in the forefront
2. Effective and efficient water supply and pipe infrastructure
3. Proper ventilation with easy cleaning and maintenance access in mind
4. National Fire Protection Association (NFPA) insured fire prevention
5. State-of-the-art security provisions exceeding regulatory requirements
6. Cleanroom like growing environments
7. Luxury-style showcase rooms and display cases
8. Easy access in/out with secured entry for all patrons

## **9.0 Projected Growing Guide**

Cultivating marijuana includes multiple stages of life with a full cycle being roughly 4 months. Cannabis plants will go from seedlings to the vegetation (veg) state, then will start their flowering cycle before beginning their budding stage and finally it will be harvest time – which involves drying and curing the matured marijuana.

Mother plants play a very crucial role in indoor cultivation and can save the cultivation team a lot of valuable time. The 1<sup>st</sup> stage of a cannabis plant's life (Seedlings) can sometimes take a while before the plant reaches sexual maturity (Male/Female), because of that it is much more efficient to clone a plant that is already a matured female which will be able to begin flowering once roots have taken hold. This is possible because the mother plants will pass along their DNA to the clones, including age. By keeping the clones in the proper light cycle (18+ hours a day) they are able to stay in the vegetative state for extended time periods.

Once clones have been established within their veg state, they are able to begin flowering immediately, but should ultimately be grown out in order to increase root mass and begin advanced life stages. Root growth is at its strongest during the veg state, so it is best to ensure maximum growth in the clones before moving on.

The flowering phase is started by transitioning the plant's light exposure from the 18+ hours per day they're used to in the veg state to 12 hours on/12 hours off. That gives the plant the illusion of it being "fall" and they need to produce before winter comes. At this point the plant will begin to extend out and try to catch pollen (which it won't find within the cultivation center).

When that happens, it's called Sensimillia, which is a term given to unpollinated marijuana – which is a grower's ultimate goal.

Harvest time is the last stage and is as important, if not more important than the other stages. This is where you will cut the stalks of the matured buds from the plant itself and begin drying/curing the matured flower so it will become consumable through inhalation, extraction and any other means. Harvesting matured flower at the right time is key; if you harvest too early before the trichomes can become fully developed, the plant loses its potency – on the same hand if you wait too long, the plant will also lose its potency. It is key to ensure harvest is done at the right time to ensure maximum potency.

As previously stated, drying/curing is the final phase before the marijuana is able to be consumed. Once you cut the stalks of the plant, the stalks will then be hung to dry in an air-tight, enclosed area. After roughly 5-7 days, the stalks can be removed and then manicured some more to cut away any excess leaves and ensure only the bud remains. This ends the drying phase and all that's left is curing. That happens when the dried buds are placed into different air-tight containers, allowing the remaining moisture to be distributed evenly throughout and not just on the exterior of the bud. This process usually takes between 4-8 weeks and once complete, the flower is ready for sale.

#### **10.0 Product Offerings/Services**

We will offer 8-12 unique strains of marijuana. Each strain will have a separate THC content. We will have varieties of all types of marijuana, Sativa, Indica and Hybrids. In addition to unique strains of flower, we'll also have extractions, tinctures, edibles, pens, drinks and other various marijuana infused products (MIPs). Beyond flower, edibles and MIPs, N.A.P. will also have available for purchase various marijuana related accessories (Bongs, bowls, dab rigs, pens, vapes, etc.) The MIP products (edibles) Will not contain no more that 5 mg per single serving, and no more than 20 servings or 100 mgs per single package of active THC. NAP. Will manufacture edibles with no distinctive shapes or forms that cater to children under 21 years of age such as human, fruit, cartoon characters, ect.

One way we look to separate ourselves is to also offer educational services to our patrons and the public as a whole who may not be active patrons currently. The educational services will range from home growing classes (Where we will sell tents and starter kits after the class to individuals interested in cultivating their own marijuana at home) and informative classes on marijuana as a whole, to local marijuana laws and setting up yourself for employment within the cannabis industry, as well as many others in-between.

At N.A.P. we are always striving for innovation and looking to set ourselves apart from other companies within the cannabis industry.

#### **11.0 Marketing Plan**



The marketing materials for Natural Agricultural Products, LLC (NAP) will consist of:

- Brochure/menu
- Business referral program
- Company website ([www.napbrockton.com](http://www.napbrockton.com))
- Facebook page (@NAP Brockton)
- LinkedIn account
- Twitter/Instagram/Snapchat (@napbrockton)
- Creating branded products and market to other dispensaries
- Ads in industry magazines
- Email blast to existing customers and other in target demographic
- Customer appreciation program
- Frequent buyer offers

### **Web Plan**

Our website will have a dual goal: 1) to encourage visitors to sign up for our e-newsletter and 2) visit our dispensaries in person. The website will have a menu with vivid images and descriptions of each strain, edible, MIP, and any other product we offer easily accessible. On the main page of the website we'll include:

- Menu (Including any/all specials, all strains, edibles, etc.)
- Location of the dispensaries with driving/public transportation routes
- Hours of operation
- Contact information (Including links to follow us on all our social media platforms)
- Form for questions, comments or concerns
- Jobs page with all open positions available
- Archived news articles pertaining to marijuana and the marijuana industry
- A blog updated daily

Our growing content will increase our visibility for related keywords. People who look at archived articles will be encouraged to sign up for our monthly newsletter – which will include tips, special offers, introduction to new products and any other valuable information for our customers. It's NAP's goal to have our existing customers and prospective patrons receive enough promotion and education to understand and appreciate how serious and well-run our operation is. It's our goal to become the premier recreational marijuana company in the Commonwealth.

### **Branding**

NAP will produce its own unique products to compete with the growing trends around cannabis products. Our chemistry specialist will work diligently to find a balance between common cannabis products and utilizing our own flare to improve quality, taste, and effectiveness. Our all-natural products will be sold in our own retail dispensary to ensure our product penetrates the cannabis market. Our goal is to have our inventory sold in multiple locations and to specifically stand out by using attractive logos and packaging to entice our customers to seek

out our products. Our outreach into local community programs will further our goal of being a reputable company where our customers can be satisfied their patronage is going toward the betterment of our community.

NAP will be first-in-line to introduce new and exciting product through vigorous research of trends all around the world.

### **Company Awareness**

NAP will focus on all industry events nationwide, as well as various major market media that includes industry events, magazines, forums, trade shows, conferences, etc. We will work locally to help improve the lives of various groups, organizations and individuals. Our goal is to create a recognizable brand across the country and have all other cannabis companies look to us for guidance.

### **Price**

Our pricing will be between \$10.00 -\$13.00 per gram retail, which is the industry average. Our mindset is to continue to be in the median-slightly-above-median price range of both smokable and edible marijuana products. Industry averages are around \$8.00-\$12.00 (and slightly higher) for retail marijuana, depending on strain and potency. We will constantly monitor competitors to ensure we remain competitive.

### **Customer Retention**

Employees of NAP will pride themselves on their customer service and company perception. It is our goal to create a relaxed atmosphere and an at-home type of environment where the employees know you and the customers feel comfortable. We will also be offering various classes, seminars and other educational-type events for adults 21 years and older in order to both increase the company's exposure and respect as well as separate us from the competition.

### **12.0 Inventory Control**

The Commonwealth of Massachusetts has mandated all marijuana facilities be equipped with "seed to sale tracking" systems in order to keep track of all inventory grown, stored and sold within the industry and ensure no diversion, theft or any other means takes place. This state-wide mandate had been made easier by software companies who have developed technology to make the process simple and seamless.

We will be using this software to keep track of all inventory records within the company. Each individual plant will be tagged and tracked from its entire grow cycle (seed, veg, bud, flower and harvest) through sale. Each transaction will be properly documented, tracked and then subsequently stored in our records for future reference.

In addition to “seed to sale tracking” software, N.A.P. will also implement a number of other incident reporting forms, documentation software and other programs that will interface with each other in order to better track, record, document and store all our inventory and records for inventory. We will ensure all transactions are trackable, transparent and honest.

### **13.0 Compliance Checklists**

The Massachusetts Cannabis Control Commission has set forth a number of guidelines and regulations that need to be abided by at all times. We have looked at those regulations along with our legal team and together have comprised a list of compliance checklists and company guidelines to ensure all of our employees are trained and managed to be compliant with all guidelines at all times. We have combed through 935 CMR 500.000 and used the legal wording in that document to create our checklists to ensure maximum effectiveness.

In order for us to maintain order, compliance and efficiency, all workflow and daily activities must be properly documented in order to ensure we are within all mandated regulations. For example, if it is mandated that at all times of harvest there must be a member of the executive staff present, on our checklist for our harvest there will be a spot for that particular manager to both sign in/out as well as initial next to final amounts with dates and times present for all weighing.

### **14.0 Security Plan**

Natural Agricultural Products, LLC will work to establish and adhere to a strict security protocol which will conform to, if not exceed all mandated regulations and guidelines. If needed, in addition to our established security measures we will provide additional security if voiced by the public, municipality, state or any other governing body.

Due to federal law, we are currently prohibited from having armed security inside our facilities. However, we will have outside security companies present for all busy periods as well as anytime a cash shipment is being processed for delivery at any of our facilities.

We will have all drivers equipped with GPS tracking devices as well as two (2) forms of separate communications. All facilities will be built out with the most state-of-the-art security cameras, motion sensors, alarms, key cards, window breaking systems, cash registers, safes, and all other equipment and security devices installed within our company.

In addition to every individual measure taken for security measures through technological means, we will also train each employee personally in specific emergency action responses, employee accident reporting, investigation policies, fire prevention, potential hazardous material storage, and any possible security issue that may arise.

### **15.0 Appendix**

- Boulder, CO recreational marijuana information found at:  
[thecannabist.co/2017/12/12/colorado-marijuana-sales-data-calculation/94514/](http://thecannabist.co/2017/12/12/colorado-marijuana-sales-data-calculation/94514/)

- Marijuana specific info found at mjbizdaily.com
- Demographics info for Abington and Holbrook found at: suburbanstats.org
- Demographics info for Avon, Brockton, East Bridgewater, Easton, Stoughton, West Bridgewater and Whitman found at: towncharts.com
- Demographics info for Bridgewater found at: neighborhoodscout.com
- Average marijuana consumer info found at: cannabisconsumer.org
- Marijuana market growth rate information found at:  
<https://www.statista.com/statistics/794471/us-legal-use-cannabis-market-growth-state/>
- Financial information found from various sources and later analyzed, compounded and input by maker of business plan
- Recreational Marijuana effect info found at: <https://news.lift.co/five-years-effects-legalization-colorado-washington-state/>



## **Management and Operations Profile Packet**

### **11. Operating Policies and Procedures (Restricting Access to individuals 21 or Older)**

**All employees and registered agents must be 21 years of age or older. 935 CMR 500.029 or 500.030**

All employees, board members, directors, volunteers, executive managers or any other person(s) involved with Natural Agricultural Products will be registered with the CCC in accordance to all rules set forth under the regulations in 935 CMR 500.030. N.A.P. will ensure everyone has a valid, government-issued ID card proving name, date of birth, address and validity. All IDs will be photocopied and kept for a minimum of two (2) years and be made available upon request by the CCC or any other affiliated organization. All required personnel will have CORI registrations on file, will be kept for a minimum of two (2) years and be made available upon request by the CCC or any other affiliated organization. Registration cards will be given to all approved personnel and the cards must be carried on each person at all times throughout the day and anytime they're on premises. N.A.P. will have a member of Human Resources review all personnel to ensure N.A.P. remains in constant compliance with all regulations set forth under 935 CMR 500.030.

**All visitors must be 21 years of age or older. 935 CMR 500.002**

All visitors and vendors will be required to produce a valid government-issued Identification card with picture proving they are over the age of 21. Before being permitted to enter the premises, all visitors shall provide proof of age and ID, must already be included on an expected list of visitors or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, be valid and not expired. All visitors and vendors will be required to wear a visitor badge and shall be escorted at all times - escorting meaning within reasonable line of sight. A single employee may escort no more than five visitors and the escorting employee shall log all access by visitors to Limited Access Areas at the time of the access. Compensation may not be used as leverage for allowing visitors onsite. The company will not promote, sponsor, or advertise to any persons under the age of 21 unless the audience are 80% adults or more.



## **Management and Operations Profile Packet**

### **13. Operating Policies and Procedures (Quality Control and Testing Procedures)**

**Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:**

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food- grade stainless steel tables;
- Packaged in a secure area. 935 CMR 500.105(3)

Natural Agricultural Products has hired a Master Grower with over 6 years of cultivation experience in both medicinal and recreational commercial environments who will oversee all the daily care of the plants to ensure only female plants are being processed, all water levels are correct, plants are healthy, etc. In addition, N.A.P. will also be hiring quality control personnel, whose sole responsibility is to trim leaves off the flower and to check the color, smell, texture, etc. of each plant ensuring all of our product is free and clear of seeds, stems, dirt, debris, fungus, rot, mold, fungus, bacteria, etc. All plants will be cleaned and maintained daily, ensuring plants are healthy and free of any mold, mites, fungus, etc. at all times. Also, all grow rooms will be cleaned on a daily basis, at a minimum of twice (2x) a day, to ensure they are free of all debris, dirt, sand, etc. Individual grow rooms will be separated by plant life cycle - from germination and seedlings through vegetation and flower. All product will be inspected by quality control employees on stainless steel counters that are 3ft. x 6ft. sanitized under the guidelines of food handlers as stated in 105 CMR 300.000 which includes any/all person(s) directly preparing or handling food, dishes or utensils. Packaging and labeling will be conducted in an area not consistent with the grow area, or any area that is used for the manufacturing of marijuana. The space that will be used for this purpose will be solely utilized for the packaging and labeling of finished product.

**All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.**

All marijuana establishment agents who come in contact with marijuana will be required to attend a course on food handling and will be required to attend continuing education courses as required. All agents will practice standard operating procedures and will be knowledgeable of how product is inspected for contamination and disease - following the requirements for food handlers as stated in 105 CMR 300.000. The processing room will be cleaned and sanitized each day before processing, packaging, or labeling any marijuana or marijuana product and again before leaving for the day. Processing, packaging, and labeling will be restricted to one room as to not have any contamination from other products. All personnel will be required to wear vinyl suits, masks and booties to avoid contamination from clothing or outside sources.

**Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:**

- Maintaining adequate personal cleanliness
- Washing hands appropriately. 935 CMR 500.105(3)

Marijuana establishment agents will be given protective gloves, masks, hair nets and sauna suits with protective pull over booties covering agents' shoes on a daily basis. All agents must sign out their protective equipment at time when received to ensure this policy is being followed. Whenever protective gear is removed for any reason, all personnel are required to wash hands thoroughly before returning to their assigned roles as stated in 935 CMR 500.105(3)(b)(2)(b). Throughout the facility there will be various stations having sanitary wipes, alcohol-based hand washing solution and disposable tissues for the convenience of all employees, visitors, and vendors. All employees who come in direct contact with marijuana will be required to attend classes yearly to be informed and remain in compliance with the requirements as stated in 105 CMR 590.000: Minimum sanitation standards for food establishments.

**Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)**

Natural Agricultural Products will have portable wash stations, along with permanent stalls equipped with sufficient sanitation supplies needed to ensure all personnel meet or exceed the personal hygiene standards required. All portable and permanent washing stations will be cleaned and sanitized 2-3 times per day by N.A.P.'s maintenance staff. Signs will be posted throughout the facility directing all employees, visitors, and vendors to the locations of the permanent sanitation locations and to the washrooms as well as a warning sign indicating that hand washing is mandatory in our facility before starting work, and anytime contamination of the hands could be possible throughout the day. All bathrooms and washing stations shall be equipped with sanitizer, soap, wipes, and throw away towels. The water temperature shall be adequate for washing hands, not to exceed 110 degrees.

**There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)**

Maintenance department will operate out of a separate area with an 8x10 storage room as to not cause odor of chemicals and sanitizing equipment, the storage room will be in a separate location away from all production areas. The storage room shall be organized in a manner to take inventory accurately and efficiently, and locked at all times when not being used. Inventory will be taken weekly, and a log will be filled as to when and who cleaned the storage room and when and who took the inventory. All logs will be kept for a minimum of two (2) years and will be available upon request to the CCC or any other affiliated organization.

**Litter and waste shall be properly removed so as to minimize the development of odor and the potential for waste attracting and harboring pests. 935 CMR 500.105(12). 935 CMR 500.105(3).**

All recyclables and waste, including organic waste composed of finished marijuana and marijuana products, shall be stored, secured and managed by a marijuana establishment agent designated to ensure N.A.P. is in constant compliance with the standards provided by state and local regulations, statutes, and ordinances. All liquid waste shall be stored in a 55-gallon non-combustion container, by a hazard licensed transport company that will be contracted for monthly pick up. There will be no discharge into municipal wastewater drains. Litter and trash will be contained into barrels that will be located at least every 30 feet. These barrels will be emptied at a minimum of twice a day, then transferred into a secured dumpster. Water used for marijuana and marijuana products will be filtered and reused to conserve a minimal amount of discharged water. Any remaining marijuana, and marijuana products that are considered organic solid waste shall be mixed with other organic materials, then composted and distributed to Hill and Hollow Farms, a state licensed facility located in Berkley, MA. N.A.P. will contract with Burgess Pest Control, a local company that specializes in eliminating rodents and insects on a scheduled basis. Burgess pest control will fumigate and exterminate the facility before commencement of the buildout, and will be proactive thereon.

**Floors, walls, and ceilings shall be constructed in such a manner that they may adequately kept clean and in good repair. 935 CMR 500.105(3)**

Floors will be sanded, and sealed with polyethylene finish in order to keep dust and dirt to a minimum and to ease in maintaining and cleaning all floors. Walls will be 26 gage corrugated sheet metal and finished with a washable white paint that is water based and non-flammable. Ceilings will be mold and bacteria resistant, and easy to keep maintained and clean.

**All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3)**

All work stations where marijuana and marijuana products are inspected, weighed, labeled or handled daily will be cleaned and sanitized at the start of each day, after each use and again before leaving at the end of shifts. This will include all scales, tables, and utensils used. Floors will be washed, and sanitized at the end of every work day by N.A.P.s maintenance department personnel. The ceilings will be cleaned and sanitized after each harvest of marijuana and will be checked by maintenance weekly for any signs of mold, mildew, or bacteria and cleaned as needed.

**All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)**

All stored material is to be identified and labeled whether toxic or not before being discharged to a hazardous waste facility. There will be no stored materials or toxic chemicals in areas where the production of marijuana or marijuana products are present protecting against contamination. Agents who are designated to dispose, destroy, or store, must log in a manifest the products name, weight, and reason being disposed, destroyed or stored whenever handling marijuana or marijuana products to be stored.

**Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)**

Municipal Town water is connected to the facility and will be used. In addition to Town water supplied by Abington, MA, Natural Agricultural Products will have a water truck on site for everyday use to water plants, and clean facility, in 2022 NAP. will install a well on site for a constant water supply.

**Plumbing shall be adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)**

All of the plumbing in our facility will be of commercial grade. The drains and traps are copper that lead into black iron piping; ¾ copper feeds to sinks and toilets; ¾ copper increased to 1" for sprinkler system. All plumbing will be fully inspected by the City's building department before N.A.P. starts any production of cultivation or product manufacturing.

**The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)**

Bathrooms will be located on ground floor, both men and women's bathrooms will all be handicap accessible by ADA standards. All bathroom will be equipped with washing materials, such as soap, sanitizer, disposable towels, and a receptacle to put trash in. Bathrooms will have a sign indicating that the bathroom facility is for employee use only, and labeled men's and women. Inside of each bathroom will include a sign indicating that all employees must thoroughly wash their hands before leaving bathroom.

**Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)**

Prior to transporting, all finished marijuana and marijuana products will be stored in a secluded vault room, that is secured and locked, temperature controlled, cleaned and sanitized to prevent mold mildew and free of contaminants. Rooms will be designed to ensure ease of maintenance and ensure products can be secured safely while any cleaning takes place. Prior to transporting, all finished marijuana and marijuana products will be inspected for packaging,

labeling, weight, and freshness of product by a registered marijuana establishment agent designated to inspect, fill out manifests and approve for transport. Logs will be kept for a minimum of two (2) years and stored as to be made available upon request by the CCC or any other affiliated organization. All finished marijuana and marijuana products that have been inspected and approved by the marijuana establishment agent will be placed in a transportation vehicle approved by the CCC and the DPH; in locked compartments that are temperature controlled, cleaned and sanitized after each use of the vehicle.

**No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent testing laboratory. 935 CMR 500.140(9)**

All marijuana and marijuana products that has been used for analyzing, processing, and testing and has been deemed non-sellable, will be considered as waste and disposed of as required under regulations as previously stated. Any marijuana or marijuana products that have tested high in contaminants, mold, mildew, or bacteria; will be disposed of in a manner according to the protocol of waste disposing materials as previously stated. No marijuana or marijuana products would be considered sellable, or marketable, unless inspected and tested by an Independent testing laboratory and then approved. Any and all products that tests positive to having contaminants of mold, mildew, bacteria, metals or pesticides would not be delivered, but disposed of by the originating marijuana establishment or the independent testing laboratory. Any marijuana or marijuana products that are considered toxic, non-sellable, or marketable, that has been tested by an independent testing laboratory would be documented by the testing facility and returned to the originating marijuana establishment.

**The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination, if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)**

Marijuana shall be tested for the cannabinoid profile and for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and pesticides. All testing will be done by an Independent Testing Laboratory approved and licensed by the Commonwealth of MA. All marijuana and marijuana products that test positive for contamination by an Independent Testing Laboratory will be labeled as non-sellable and reported to the Commission within 72 hours of testing period if contaminated product cannot be remediated.

## **Management and Operations Profile Packet**

### **15. Operating Policies and Procedures (Personnel Policies)**

#### **A staffing plan and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)**

Natural Agricultural Products will have only one location to start, but will be seeking a cultivation, manufacturing, and retail license and as such will have one specific set of Standard Operating Procedures (SOP) for each license. A detailed description of the N.A.P.'s SOPs can be made furnishable upon request. All policies and procedures therein will completely conform to the rules and regulations set forth under 935 CMR 500.105(9) and 935 CMR 500.105(1).

#### **Alcohol, smoke and drug-free workplace policies. 935 CMR 500.105(1)**

Natural Agricultural Products is committed to being an alcohol, smoke and drug-free workplace. The use of any such substance will not be permitted anywhere on N.A.P. premises. Signs will be posted in various spots around the facility and all employees will be required to sign off saying they understand all N.A.P. policies and procedures before being allowed to begin work.

#### **A plan describing how confidential information will be maintained. 935 CMR.105(1)**

Natural Agricultural Products takes the confidential information of our employees, vendors, contractors, volunteers, investors, partners, and any other person(s) associated with N.A.P. in any capacity. As such, we are committed to taking very serious measures in protecting that information. This will include, but will not be limited to: maintaining all hard copies of any document containing confidential information of any sort in a secured, locked storage vault that is completely covered by security cameras with recording and time stamping features; and by maintaining all digital/electronic documents containing any confidential information in a secure, encrypted folder accessible only by executive management.

#### **A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)**

Under no circumstances will an employee of natural Agricultural Products be permitted to retain employment to the company if he/she has ever, or does ever divert marijuana, engage in unsafe practices, or been convicted or entered into a guilty plea for a felony charge of distribution of a drug to a minor. This will be written into our employment policies and be one of the bullets points all employees must read and understand before signing off on and beginning employment – this will be one of our zero tolerance policies. If at any point any employee fails to comply with this, or with any other zero tolerance policy at N.A.P., that employee will immediately be terminated of employment with no exceptions. A complete copy



of this employment policy can be made furnishable upon request to the CCC or any other affiliated organization.

### **Background Checking, Recruiting, Benefits, Hiring, Loss of Personnel**

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

In accordance with State legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week. Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by non-exempt employees will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside their normal working hours

without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

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

**Type of Labor**—the team at the facility will comprise skilled, unskilled, and professional workers. The various positions within the organization will call for different laborers with different skill sets. The cultivation manager will need to be very skilled in the cultivation of marijuana, whereas an entry-level cultivation laborer will likely be unskilled and trained to the job requirements and functions.

**Pay Structure**— The facility will determine this upon deployment of operations and the establishment of personnel requirements. Employee compensation will be competitive with industry standards.

**Job Termination**—All termination actions will follow standard procedures. Basic steps include:

1. Notify key personnel of job termination
2. Obtain all facility keys, ID badges or other company property
3. Disable/change all terminated key personnel facility security access codes or passwords

4. Notify required authorities of the job termination of the key personnel
5. Notify all remaining staff of the job termination of the key personnel and inform them of the conditions of termination (i.e. employee is no longer allowed on the premise and to notify police or other authorities if said employee returns, etc.)
6. Contact security vendor and monitoring company to notify them of the job termination of key personnel.
  - a. Remove terminated key personnel from any notification, contact or call lists.

Job Separation—at times key personnel may decide to part ways on their own accord. In such circumstances there will be some basic steps and procedures to follow in for job separations.

1. Obtain all facility keys, ID badges, or other company property
2. Disable/change all key personnel facility security access codes or passwords
3. Notify required authorities of the job separation of the key personnel
4. Notify all remaining staff of the job separation of the key personnel and inform them of the conditions of separation (i.e. mutual separation and key personnel are always welcome back at the facility under visitor status, employee is no longer allowed on the premise, and to notify police or other authorities if said employee returns, etc.)
5. Contact security vendor and monitoring company to notify them of the job separation of key personnel.
  - a. Remove key personnel from any notification, contact or call lists.

Replacement of Key Personnel Position—find and interview a suitable replacement for the position that was vacated. Key personnel positions will need to be filled as soon as possible by management without compromising the quality of potential candidates.

## **Management and Operations Profile Packet**

### **16. Operating Policies and Procedures (Record Keeping Procedures)**

#### **Establishments shall keep waste records for at least three years. 935 CMR 500.105(12)**

All manifests, logs, receipts, records, or any other important document(s) will be kept, saved and stored in our secure records room for set periods of times. All waste records will be kept for a minimum of three (3) years and can be made furnishable upon request by the CCC or any other affiliated organization.

#### **Establishments shall maintain their records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)**

Natural Agricultural Products will have in-house accounting/human resources personnel with the responsibility of overseeing all records are kept and maintained properly and will also check regularly to ensure all records are being maintained within compliance of all generally accepted principles as well as local and federal laws.

#### **Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)**

All of Natural Agricultural Products' written operating policies and procedures, including, but not limited to: SOPs, personnel policies, security procedures, transportation procedures, operating procedures, etc., will be maintained at all times in compliance with the regulations laid out in 935 CMR 500.105(1), 935 CMR 500.105(9), and any other local/federal law(s), or regulation(s) set forth thereafter.

#### **Inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)**

Natural Agricultural Products will implement an in-depth record keeping system that will cover all requirements laid forth under 935 CMR 500.105(8), 935 CMR 500.105(9). This has been better explained under the "Operating Policies and Procedures (Inventory Procedures)" portion of this packet.

#### **Seed-to-sale tracking records for all marijuana as required. 935 CMR 500.105(8)(e). 935 CMR 500.105(9)**

Natural Agricultural Products will be using the Metrc seed-to-sale tracking system for tagging and tracking of all seeds, clones, plants and marijuana products. All records will be kept in compliance with CCC regulations set forth under 935 CMR 500.105(8)(e).

**The following personnel records shall be maintained:**

- **Job descriptions for each agent;**
- **A personnel record for each agent;**
- **A staffing plan that will demonstrate accessible business hours and safe conditions;**
- **Personnel policies and procedures; and**
- **All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)**

All above records, as well as any other confidential information or important documents will be kept in compliance with all CCC, local, state and federal laws, guidelines and regulations at all times.

**The following business records shall be maintained:**

- **Assets and liabilities;**
- **Monetary transactions;**
- **Books of accounts;**
- **Sales records; and**
- **Salary and wages paid to each employee. 935 CMR 500.105(9)**

All business records, both stated above (Explained in much greater detail under the “Operating Policies and Procedures (Maintenance of Financial Records Plan)” portion of this packet) and any that may not be mentioned including, but not limited to: receipts, volunteer records, signed employee documents, etc. will be kept in compliance with all CCC, local, state and federal laws, guidelines and regulations at all times.

**Management and Operations Profile Packet**

**18. Operating Policies and Procedures (Detailed Description of Qualification of Intended Trainings for Agents)**

**A list of anticipated positions and their qualifications. 935 CMR 500.105**

<b>Job</b>	<b>Qualification</b>
<b>Dispensary Manager</b>	The Dispensary manager reports to the Executive Director. The Dispensary manager will oversee all aspects of the Dispensing Location including but not limited to inventory controls, security concerns, cash handling procedures, patient education and satisfaction, good neighbor relations, employee training and certification, and any other procedures carried out by the Dispensing Location or as requested by the Executive Director.
<b>Security Manager</b>	The Security Manager will report to the Executive Director. They will be responsible for the hiring, certification, training, scheduling and managing of Security Agents. They will be responsible for ensuring the security of employees, customers, and all company property. They will be responsible for ensuring safe delivery and of all cannabis and manufactured cannabis products. They will be responsible for the operation, regular maintenance, and storage of all video surveillance equipment and data.
<b>Bud Tender / Cashier</b>	The Budtenders and cashiers will use their extensive cannabis product knowledge to establish a rapport with customers and guide them to the appropriate product. Budtenders and cashiers will utilize a mobile POS tablet to prepare customer carts for the fulfillment team. They will be responsible for visual presentation of all products in displays and maintain cleanliness of the sales floor.
<b>Dispensary Agent</b>	Dispensary agents will report to the Dispensary Manager. They will be responsible for day to day operations of the Dispensary. They will receive training on all aspects of patient care, retail sales, safe handling practices, OSHA, HIPAA, and all other requirements of the Commission. They will receive ongoing training and recertification as required by the Commission.

	Dispensary Agents will not have access to customer data or secure storage areas unless accompanied by a Manager.
<b>Security Agent</b>	Security Agents will report to the Security Manager. They will be charged with the safety of customers, employees, and company property at all times. Security Agents will monitor the Dispensary using line of sight, as well as a video surveillance system that will operate 24 hours a day. Security Agents will oversee the facility to ensure that no unauthorized persons are allowed access to the Dispensary at any time. Security Agents will receive initial and ongoing training to ensure that they are always operating within the parameters set by the Commission.

**Establishments must ensure that employees are trained on job specific duties prior to performing job functions. 935 CMR 500.105(2)**

Natural Agricultural Products will be training all employees on specific job duties prior to performing job functions in-house. Training programs will be tailored to each specific role and will be required to have been completed before any employee is permitted to begin working for N.A.P. in any capacity. All trainings will be made available upon request to the CCC or any other affiliated organization.

**Establishments must ensure that employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2)**

All Natural Agricultural Products employees will be required to complete the Responsible Vendor Program and in addition will be required to maintain a minimum of four (4) hours of ongoing training in a rolling 6-month cycle.

**All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. 935 CMR 500.105(2)**

All Natural Agricultural Products employees will complete the Responsible Vendor Program once a provisional license has been obtained from the CCC, and will ensure all employees complete that program within 90 days of employment with NAP.

**All new employees shall complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)**

Natural Agricultural Products will make it mandatory that all new hires complete the Responsible Vendor Program within 90 days of hire. All new hires will be given the information about the Responsible Vendor Program including, but not limited to: program contact info, schedule information, class length, timeline, etc.

**Responsible Vendor Program documentation must be retained for four (4) years. 935 CMR 500.105(2)**

All documentation pertaining to the Responsible Vendor Program will be kept, maintained and stored in our separate, secured storage room for a period of no less than four (4) years and will be made available upon request by the CCC or any other affiliated organization.



## Management and Operations Profile Packet

### 17. Operating Policies and Procedures (Maintenance of Financial Records Plan)

The following business records shall be maintained:

- **Assets and liabilities;**

All Natural Agricultural Products acquisitions for any/all real estate, office equipment, manufacturing equipment, vehicles, safety gear, general equipment, or any other asset/liability N.A.P. has/acquires, both in written and computer/digital form, will be maintained and secured in a separate vault room. This records room will be temperature controlled, locked and secured with 100% camera coverage for safe and secured record keeping. Documentation of liabilities; costs; warranties; vouchers; and monthly operating expenses, are recorded through our bookkeeping department where all expenses are to be recorded onto a PDF file and logged. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Monetary transactions;**

All accounting of any loans, purchases, vouchers, and all other monetary transactions are to be recorded and documented through our bookkeeping department, and then turned into a PDF file. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Books of accounts;**

All N.A.P. records of any business account, checks, vouchers, invoices, journals, ledgers, agreements and any other supporting documents, will be converted into a PDF file from our bookkeeping department, then maintained and secured as will written and virtual information in a secluded temperature controlled, locked vault room, that is under surveillance 24/7. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Sales records; and**

All records of daily, monthly and yearly sales which would include, but not be limited to: all forms; receipts; logs; manifests; transaction history; and costs of products, are to be scanned and converted into a PDF file. All written forms and documentations that pertain to sales will be maintained and secured in a secluded room, temperature controlled, locked, and on camera 24/7. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record

keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Salary and wages paid to each employee. 935 CMR 500.105(9)**

All wages, salaries, stipends paid to board members, executive compensations, benefits, bonuses, or any other item(s) of value paid to any individual affiliated with the company, shall be saved and converted into a PDF file which will be maintained and secured in a secluded vault room that is locked and on a security camera 24/7. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

All business records, both stated above and any that may not be mentioned including, but not limited to: receipts, volunteer records, signed employee documents, etc. will be kept in compliance with all CCC, local, state and federal laws, guidelines and regulations at all times.

### **Sales Data**

Natural Agricultural Products (NAP) will only utilize a point-of-sale (POS) system that has been approved by the Commission and in consultation with the DOR. Additionally we will utilize a sales recording module approved by the DOR. Our organization understands that utilizing software or other methods to manipulate or alter sales data is prohibited.

NAP will conduct monthly analyses of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data, and ensure that no other methods have been used to manipulate or alter sales data. NAP will keep record of these monthly analyses and present it to the Commission upon request. If we determine that software or other methods of manipulating or altering sales data has been employed, we shall immediately disclose the information to the Commission, cooperate with the Commission in any investigation or take any other action directed by the Commission, in compliance with 935 CMR 500.105.

Natural Agricultural will employ separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

Natural Agricultural Products will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements

### **Records Retention**

The facility director will maintain a list of all employees with access to the ability to purge records from the software system, and also who may designate records to be physically shredded. Only senior level employees may actually destroy records, and only upon clearance with the facility director, who will provide time frames for record destruction based on outside counsel's interpretation of the regulations.

Retention of Laboratory Test Results— The facility will retain all laboratory test results for each batch and lot of marijuana tested for a minimum of five (5) years on-site within the

Licensed Premise. Laboratory test results will be maintained within a lockable filing cabinet located in a limited-access area on the Licensed Premise.

- The facility will retain every certificate of analysis within secure storage in a limited access area of the Licensed Premise.

*Records and Documents Storage Retention*—Unless otherwise specified, the facility will retain and maintain all records and duplicate sets of records for a minimum of six (6) years.

*Duplicate Records and Off-Site Storage*—The facility will maintain duplicate sets of all records required by regulation. These duplicate copies of the facility's records will be maintained at a secure, off-site location. This location will only be disclosed to personnel with proper security clearance. The off-site record storage will be secured with a security alarm and surveillance system to ensure access is limited to authorized personnel only. The facility will maintain duplicate copies of all records at a secure storage facility within the state.

*Reports*—The facility can generate a list of the products and their specifications that have been offered for distribution. These reports are to be provided to the Department upon request.

- Reports can be created through the BioTrackTHC™ inventory control system.
- Within the inventory control system, the facility will be able to generate a list of all the products along with their specifications that were offered for distribution.
- This list can be generated for all products offered within specific date ranges.

*Record retention*

(a) The facility shall retain for a minimum of six years business operation records including but not limited to:

- (1) Inventory tracking including transport of marijuana and manufactured marijuana products;
- (2) Sales and compliance with dispensing limitations for each qualifying patient and primary caregiver;
- (3) Financial records including income, expenses, bank deposits and withdrawals, and audit reports;
- (4) Logs of entry and exit for dispensary facilities; and
- (5) Employee records.

**Management and Operations Profile Packet**  
**Operating Policies and Procedures (Energy Compliance Plan)**

*Environmental Plan*

Conservation and the reduction of our carbon footprint within the communities we operate in is a primary objective of the organization. This will be implemented throughout the entire organization and at every facility. We will look for new and innovative ways to reduce our carbon footprint within the facility. 'Reduce, Reuse, and Recycle' will be implemented on an organization-wide scale. Environmental sustainability is of the highest priority in order to promote a sustainable community and ensure the impact of our business is positive and influential in achieving future environmental goals. In order to reach this goal, we have contracted designers, engineers and consultants who will design intelligently, utilize energy intelligently, and strive for procedures that lead to zero waste. Various factors will be considered thoroughly when planning equipment, procedures, and methodology including air quality, climate, ecological health, energy efficiency, water quality, transportation, and waste. Management will also create and implement an employee conservation plan. The employee conservation plan will detail specific actions employees can take for conservation efforts to try and reduce their carbon footprint. A possible reward program may be created and implemented to reward facility employees for conservation efforts.

*Climate Plan*

Additional carbon offsetting shall be utilized to ensure that our carbon footprint is fully eliminated.

- Wind energy credits shall be purchased in the direct amount needed to offset the total energy consumption of the facility.
- Solar technologies continue to advance in the ability to produce more energy and are becoming more affordable. Solar shall be utilized in addition to wind energy to offset and eliminate carbon emissions. Solar panels and wind turbines will be placed on the roof of the facility.
- Energy efficiency programs and demand reduction resources will be utilized to mitigate capacity and energy costs.
- Consultation with National Grid will assist in supplying available energy efficiency and demand reduction resources that are cost effective or less expensive.

*Ecological Health Plan*

"True Living Organics" is the only true methodology that adds back to the soil leaving it more fertile with every usage. The dispensary team shall apply TLO in order to increase microbial life and nutrient profile within the soil, which not only increases plant health and product efficacy, but also can enrich the land around and within the community as it is recycled.

*Sustainable Energy Plan*

In addition to the steps presented in the climate plan, the dispensary team will strive to achieve maximum efficiency and reach maximum genetic potential for all crops produced within the dispensary facility. Current agricultural practices that include high doses of chemical fertilizers and chemical pesticides actually only allow plants to produce 20% of their genetic potential. By using advanced organic techniques, plants can achieve 80-90% of their genetic potential thus decreasing energy expenditure through efficiency by 300%.

#### Energy Efficient Lighting Plan

The newest technology will be used throughout the dispensary to ensure that all lamps used in the propagation and growth of cannabis are the most efficient to date. Ongoing research and development on lighting technology will allow the staff to switch to more efficient lighting means as they become available. The efficiency of lighting technologies shall be measured in grams of cannabis produced per watt and the amount of cannabinoids per gram.

Use of interior and exterior lighting will be on an as-needed basis. Exterior lights shall only be used between dusk and dawn. Interior lighting shall only be used not more than two (2) hour before opening and not more than two (2) hours before closing, at which time only areas where work is permitted will be lit.

#### Water Plan

Facility procedures utilizing water will be created with conservation in mind.

- Smart Filtration

Water filtration is necessary in commercial agriculture to avoid contaminants often found in normal tap water. Such contaminants can destroy microbial life and defeat the purpose of following an organically grown cultivation regimen. All water within the dispensary will be tested and only filtered as needed. When water filtration is necessary, it will be done with the newest filtration technologies that produce minimal wastewater.

- Re-capturing

In addition to smart filtration, the dispensary will use an advanced series of pumps and filters to recapture and re-use all water collected within the facility through the HVAC system and de-humidification processes.

- Wastewater

Our gardening requires minimal run-off from the watering of plants and little to no additional nutrient needs to be added to the water. All water that does run off from daily watering practices can be captured and filtered along with any water used for cleaning within the facility.

#### Reduced Waste Plans

Plans to reduce waste throughout the facility will be accomplished by recycling and reuse whenever possible. The bulk of waste within the facility will be from used soil and green waste. All soil within the facility will be composted and reused as TLO soil just keeps getting better, and recycling soil is not only better for the environment, but will actually help the cultivation team to achieve maximum genetic potential and efficacy. Composting green waste will also greatly reduce the amount of landfill generated within the facility and produce quality

compost that will be used to inoculate soil with microbial life and improve the overall nutrient profile. In addition to composting, the dispensary team shall reuse everything possible through sterilization processes. All cultivation containers, tools, and other potential waste components will be cleaned and reused to their full life span in order to minimize depreciation and waste.

#### *Employee Conservation*

Team members within the cannabis-infused products facility will recycle all paper and plastic waste products. Energy efficient lights and equipment will also be utilized within the facility. We will also create programs within the organization that will encourage and reward employees for their personal conservation efforts, such as carpooling and riding a bike to work. Waste products from the facility will be composted on-site or mixed with biodegradable products for disposal.

## **Management and Operations Profile Packet**

### **19. Operating Policies and Procedures (Diversity Plan)**

**The plan is tailored only to Commission-approved areas of diversity.**

Natural Agricultural Products will be located in Abington, MA. This is a diverse community of blue-collar working class people of all races, religions, LGBTQ+, national origins, etc. Natural Agricultural Products has interviewed staff for various positions that fall within the criteria for our diversity plan. Natural Agricultural products diversity plan promotes equity among LGBTQ+, veterans, race, color, creed, religion, age, national origin, disability, marital status, or any other diverse group. This plan will show N.A.P.'s plan to improve the equity within the community as well as the quality of life of its community members.

**The plan contains measurable goals.**

**Goal 1:** Our diversity plan is designed to promote equity among men, women, minorities, veterans, people with disabilities, people of all gender identities, sexual orientations, etc. Our company intends to hire, train, and retain the following:

- 20% Women
- 15% Minorities
- 10% Veterans
- 5% persons with disabilities
- 5% LGBTQ+

**Goal 2:** Create a safe, accepting, and respectful work environment

**The plan contains programs that shall be implemented to accomplish the particular goal(s) and include specific information as to the frequency and subject matter of any action/event.**

**Goal 1:** The company shall post monthly advertisements in the local newspaper, *The Enterprise*, stating that the establishment is specifically looking for Massachusetts Residents who are one or more of the following: Have a minority background, are a veteran, are disabled, or are a member of the LGBTQ+ community. In addition, upon receiving a provisional license, N.A.P. will conduct job fairs on a monthly basis prior to the opening of the facility and will continue to run job fairs at least every three (3) months for the 1<sup>st</sup> 12 months we are in business, then on an as-needed basis moving forward. The applicant will advertise the date, time and place of said job fair in the local newspaper as well as send notification letters to neighbors of the facility. N.A.P.'s Human Resources Department will review and evaluate applicants to ensure that Natural Agricultural Products selects the most qualified employees and falls within the laid-out criteria of the measurable goals for our diversity plan.



**Goal 2:** Natural Agricultural Products will require one annual cultural sensitivity training for all employees including specific training for employees in management positions. Employees will be asked to fill out annual engagement surveys which will elicit feedback on NAP's work environment. Employees will be able to provide feedback to NAP at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

**The plan contains metrics that will be used to assess the progress or success of the plan's goals.**

**Goal 1:** The Human Resources Department will be the hiring department for N.A.P. and will count the number of individuals hired that are a minority, veteran, person with a disability, and is a member of the LGBTQ+ community. This number will be compared to the total number of individuals hired to ensure N.A.P. meets, or exceeds their measurable goal of 20% women, 15% minorities, 10% veterans, 5% with disabilities, and 5% of LGBTQ+.

**Goal 2:** NAP will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees describe NAP as a safe, accepting, and respectful work environment. All comments and feedback will be documented and reviewed by senior management staff. NAP will conduct engagement surveys annually and review the results of these surveys within a month of administering them. The suggestion box will be checked at least on a weekly basis by management staff, or an approved corresponding human resources management of the company. The senior management staff will identify the top 3-5 areas for improvement and, in collaboration with the NAP employees, develop short and long-term goals on how to address those areas of development.

### **Employee Retention, Training and Development**

N.A.P. will maintain a diverse and inclusive workforce by mentoring, training, and creating robust professional development programs that recruit, encourage, and promote a diverse workplace. Awareness of Diversity Plan goals and N.A.P.'s efforts to create a workplace culture with zero tolerance for discrimination, harassment, or retaliation is crucial to N.A.P.'s success. N.A.P.'s diversity awareness training will emphasize its zero-tolerance commitment of harassment and discrimination along with GH's strict adherence to take corrective action should any issues, concerns, or complaints arise. All N.A.P. employees will be required to complete the diversity awareness training program during their new employee orientation. N.A.P.'s new hires will complete a general orientation program and be able to describe, discuss, and respect the tenant's outlined in the Diversity Plan. Established employees will take additional diversity training tailored to their specific job functions. N.A.P. will also require all N.A.P. employees and management to complete ongoing diversity training on an annual basis. This will enable all levels of N.A.P. management and staff to stay up-to-date on best practices and policies and foster a deep understanding and compliance with N.A.P.'s Diversity Plan.

N.A.P. will share information to the company and vendors related to its Diversity Plan by:

- Implementing mandatory diversity training programs for all N.A.P. employees;
- Communicating N.A.P.'s zero-tolerance policies for harassment, discrimination and bullying;
- Holding bi-monthly managerial meetings during N.A.P.'s first year to evaluate the Diversity Plan; over time move to quarterly with successful adoption and adherence to program;
- Employing an effective communications strategy to employees consisting of electronic and print media to support diversity initiatives.

N.A.P. also plans to work with the Human Resources Manager and Chief Executive Officer to design an employee retention plan that offers promotions through industry training and education. Furthermore, N.A.P. will ensure that all employees have access to equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions.

**The plan contains a timeline for showing progress or success of its plan. At a minimum, the plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).**

On a monthly basis, the President of Natural Agricultural Products will meet with human resource to determine the successes of the diversity plan goals, or on pace to be met. The President will document the accomplishments and bring them before the Board of Directors to show progress. These reports will be compiled month/month into a complete 12-month history that will be reported annually to the Commission upon renewal of provisional licensure.

**The plan contains the statement that 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 marijuana establishments.**

The applicant 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 marijuana establishments.

**The plan contains the statement that any action taken, or programs instituted, by the applicant will not violate the commission's regulations with respect to the limitations on ownership or control or other applicable state laws.**

The applicant attests that any action taken or programs instituted by the applicant will not violate the commission's regulations with respect to the limitations on ownership or control or other applicable state laws.