Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282696

Original Issued Date: 07/27/2021

Issued Date: 07/14/2022

Expiration Date: 07/27/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Standard Naturals, LLC

Phone Number: 617-389-7600

Email Address: larry@eastcoastcann.com

Business Address 1: 7 Linehurst Rd

Business Address 2:

Business City: Malden

Business State: MA

Business Zip Code: 02148

Mailing Address 1: 296 Main Street

Mailing Address 2:

Mailing City: Everett

Mailing State: MA

Mailing Zip Code: 02149

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: 33

Percentage Of Control: 33

Role: Owner / Partner

Other Role:

First Name: Steven **Last Name:** Selby **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: 33 **Percentage Of Control:** 33

Role: Owner / Partner **Other Role:**

First Name: Joseph **Last Name:** Selby **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33 **Percentage Of Control:** 33

Role: Owner / Partner **Other Role:**

First Name: Scott **Last Name:** Moore **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: Executive / Officer **Other Role:**

First Name: Larry **Last Name:** Burak **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:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: **Percentage of Ownership:**

Entity Legal Name: Everett Management Corporation **Entity DBA:** **DBA City:**

Entity Description: Retail Management

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

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

Relationship Description: Everett Management Corporation will assist in running the day to day operations of East Coast Cannabis

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Steven **Last Name:** Selby **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $200000 **Percentage of Initial Capital:** 33

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Scott **Last Name:** Moore **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $200000 **Percentage of Initial Capital:** 33

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Joseph **Last Name:** Selby **Suffix:**

Types of Capital: Land, Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $200000 **Percentage of Initial Capital:** 33

Capital Attestation: Yes

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: 7 Linehurst Road

Establishment Address 2:

Establishment City: Malden **Establishment Zip Code:** 02148

Approximate square footage of the establishment: 3000 **How many abutters does this property have?:** 14

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
Plan to Remain Compliant with Local Zoning	Standard Naturals Malden Plan to Remain Compliant with Local Zoning 11.19.20.pdf	pdf	5fe21ed479776c07d15e5c58	12/22/2020
Community Outreach Meeting Documentation	Community Meeting Attestation Packet_compressed.pdf	pdf	5feb4ed2841ecf07f32a9f17	12/29/2020
Certification of Host Community Agreement	SN Malden HCA Cert 3.8.21.pdf	pdf	6046928e8d09dc35cbc0d218	03/08/2021

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	SN Plan for Positive Impact 3.8.21.pdf	pdf	60469397e15067356d20b9ae	03/08/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Joseph **Last Name:** Selby **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Scott **Last Name:** Moore **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Steven **Last Name:** Selby **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Larry **Last Name:** Burak **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner **Other Role:**

Entity Legal Name: Everett Management Corporation **Entity DBA:**

Entity Description: Massachusetts Corporation

Phone: 617-389-7600 **Email:** larry@eastcoastcann.com

Primary Business Address 1: 296 Main Street **Primary Business Address 2:**

Primary Business City: Everett **Primary Business State:** MA **Principal Business Zip Code:** 02149

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	SN Art of Org 11.19.20.pdf	pdf	5fe22305d18fa907c7d90b50	12/22/2020

Bylaws	DUA Affidavit.pdf	pdf	5fe22361b11eae07c3c5687b	12/22/2020
Bylaws	Executed Operating Agreement.pdf	pdf	5feb53d7eb00b107e4543d24	12/29/2020
Department of Revenue - Certificate of Good standing	COGS DOR.pdf	pdf	5ffe093909cfae0810fd4986	01/12/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing- Standard Naturals LLC - 2021.pdf	pdf	606333edd13a03079c5f912c	03/30/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	62a20a0beb816b000877b55d	06/09/2022
Secretary of Commonwealth - Certificate of Good Standing	SoS Certificate of Good Standing.pdf	pdf	62a20a425871d10008880e9d	06/09/2022
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate Affidavit Standard naturals - signed.pdf	pdf	62a20c5deb816b000877c10e	06/09/2022

Massachusetts Business Identification Number: 001363617

Doing-Business-As Name: Eastern Cannabis Company

DBA Registration City: Malden

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5fe2243a44f61c07f67fcfed	12/22/2020
Plan for Liability Insurance	SN Plan to Obtain Liability Insurance 11.19.20.pdf	pdf	5fe2251fe826e207c07d9c64	12/22/2020
Proposed Timeline	SN Proposed Timeline 6.9.22.pdf	pdf	62a20c20eb816b000877bf53	06/09/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures 11.12.20.pdf	pdf	5fe22711982b2307e1992309	12/22/2020
Separating recreational from medical operations, if applicable	Colocate Separating Medical from Recreational Operations 11.12.20.pdf	pdf	5fe22712eb00b107e4543060	12/22/2020
Maintaining of financial records	Maintaining of Financial Records 11.12.20.pdf	pdf	5fe22713e767d307ceee26f0	12/22/2020
Inventory procedures	Inventory procedures summary 11.12.20.pdf	pdf	5fe2271444f61c07f67fd002	12/22/2020
Quality control and testing	Procedures for Quality Control and Testing 11.12.20.pdf	pdf	5fe22743b11eae07c3c56891	12/22/2020
Qualifications and training	Qualifications and Training 11.12.20.pdf	pdf	5fe22744982b2307e199230f	12/22/2020
Personnel policies including background checks	Personnel Policies Summary 11.12.20.pdf	pdf	5fe22744e826e207c07d9c70	12/22/2020

Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products 11.12.20.pdf	pdf	5fe227452027b107e8dc7140	12/22/2020
Prevention of diversion	Prevention of Diversion 11.12.20.pdf	pdf	5fe2274816d57608051f9c12	12/22/2020
Security plan	Security Plan 11.12.20.pdf	pdf	5fe22760841ecf07f32a9262	12/22/2020
Storage of marijuana	Storage of Marijuana 11.12.20.pdf	pdf	5fe2276160fc2607ca6aba04	12/22/2020
Transportation of marijuana	Transportation of Marijuana 11.12.20.pdf	pdf	5fe227629597d30802d2a88a	12/22/2020
Record Keeping procedures	Record Keeping Procedure 11.12.20.pdf	pdf	5fe2276309cfae0810fd1689	12/22/2020
Energy Compliance Plan	Energy Compliance Summary 4.2.21.pdf	pdf	606738732e84db44a04c594a	04/02/2021
Restricting Access to age 21 and older	Restricting Access to age 21 or older 11.12.20.pdf	pdf	606738748d8557457dbb6447	04/02/2021
Diversity plan	SN Diversity Plan 4.8.21.pdf	pdf	606f8c5c21aec245a96c9e7e	04/08/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Marijuana Retailer Specific Requirements.pdf	pdf	62a20cb9eb816b000877c338	06/09/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Marijuana Retailer Specific Requirements.pdf	pdf	62a20cc2eb816b000877c3d8	06/09/2022

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: While we have not yet commenced operations, we are continuing to work toward realizing the initial goals outlined in our Positive Impact Plan. As we get our business up and running in the coming months, we intend to make progress toward accomplishing these goals. Attached is our Positive Impact Plan for the coming renewal year.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: While we have not yet commenced operations, we are working toward realizing our initial goals. Initial employment advertisements will be placed in local newspapers in communities of disproportionate impact including but not limited to Chelsea, Revere, and Lynn, and online job postings will be geotargeted to residents of Revere, Chelsea and Lynn, which were identified by the CCC as disproportionately impacted communities. Additionally, Standard naturals will host one or more job fairs accommodating residents of these cities within the next year. We expect that these measures will reduce barriers to entry for residents of these cities in the commercial adult-use cannabis industry. Please see our attached plan for our goals for the coming renewal year.

HOURS OF OPERATION

Monday From: 9:00 AM	**Monday To:** 9:00 PM
Tuesday From: 9:00 AM	**Tuesday To:** 9:00 PM
Wednesday From: 9:00 AM	**Wednesday To:** 9:00 PM
Thursday From: 9:00 AM	**Thursday To:** 9:00 PM
Friday From: 9:00 AM	**Friday To:** 10:00 PM
Saturday From: 9:00 AM	**Saturday To:** 10:00 PM
Sunday From: 9:00 AM	**Sunday To:** 10:00 PM

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Standard Naturals, LLC ("SN") is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the retail marijuana establishment at 7 Linehurst Road, Malden, MA 02148, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

7 Linehurst is located in the Highway Business ("HB") Zoning District and properly zoned pursuant to the Malden Zoning Ordinance Chapter 12 Section 300.20. In accordance with Section 300.20 is not located inside a building containing residential units, including transient housing such as hotels, motels, dormitories. 7 Linehurst complies with the following buffer zones, and all distances are measured from the closest property line of the proposed SN to the closest property line of the following:

- 75 feet of a Substance Abuse Treatment Center, as defined by this Ordinance;
- 500 feet of a public or private school providing education in kindergarten, or Grades 1- 12;
- 75 feet of any residential use;
- 250 feet of any park playground, recreational field or recreational facility, and including, but not limited to: the Malden Teen Enrichment Center, the YMCA and the YWCA;
- 75 feet of any religious facility; and
- 75 feet of any daycare licensed by the Commonwealth of Massachusetts; Except for a Marijuana Establishment located at property in the Marijuana Establishment Overlay zoning district, which shall not be subject to a buffer zone from any residential use, however, shall comply with all other buffer zones specified herein this Ordinance.

SN appeared for a public hearing for a special permit petition with the City of Malden to operate a marijuana retail location on October 27, 2020. On November 10, 2020 the City of Malden having received all pertinent data and special permit application documents moved to grant SN a special permit to operate the retail establishment. The special permit was filed and recorded with the South Middlesex Registry of Deeds.

In addition to SN remaining compliant with existing Zoning Ordinances; SN will continuously engage with the City of Malden officials to remain up to date with local zoning ordinances to remain fully compliant.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): 12/17/20

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: 12/2/20

   b. Name of publication: Malden Observer

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: 12/9/20

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

   a. Date notice(s) mailed: 12/08/20

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
   a. The type(s) of ME or MTC to be located at the proposed address;
   b. Information adequate to demonstrate that the location will be maintained securely;
   c. Steps to be taken by the ME or MTC to prevent diversion to minors;
   d. A plan by the ME or MTC to positively impact the community; and
   e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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

Name of applicant:

Standard Naturals, LLC

Name of applicant's authorized representative:

SCOTT MOORE

Signature of applicant's authorized representative:



Attachment A

Malden launches Eviction Prevention Program

Malden residents facing eviction will now have extra help staying in their homes through a new Eviction Prevention Program announced by the city of Malden and the Malden Redevelopment Authority (MRA).

The program will provide court-based legal aid, mediation and rental assistance to Malden renters facing eviction.

"No one should face an eviction alone, especially during the worst economic crisis since the Great Depression," said Mayor Gary Christenson. "This program ensures that every Malden resident facing eviction will have an advocate or mediator available to help them in court. The Eviction Prevention Program is an investment in our community and demonstrates our commitment to helping one another in times of great need and vulnerability."

In addition to legal aid and mediation, rental assistance funds will be available through the program to eligible Malden households. Households are eligible if they are being evicted by their landlord for nonpayment of rent, they meet income requirements and their inability to pay is related to the coronavirus or the resulting economic downturn. Rental assistance is paid to landlords on behalf of tenants in order to prevent eviction and keep residents in their homes.

The MRA, which administers the Eviction Prevention Program, has partnered with two local nonprofits to provide services in the two courts that receive eviction cases from Malden. Housing Families Inc. will provide legal aid and rental assistance in the Northeast Housing Court, located in Woburn, and Just-A-Start Corporation will provide mediation and rental assistance in Malden District Court, currently located in Medford. Each nonprofit's program is funded with $250,000 in special Community Development Block Grant funds secured through the federal CARES Act. Both nonprofits have extensive experience providing court-based eviction prevention services to the Malden community.

"Housing Families stands ready to help Malden renters in court to keep them in their homes during the worst housing crisis we've seen in more than 30 years serving Malden," said Housing Families CEO Laura Rosi. "These local resources will help us stop evictions and keep the Malden community together. We are proud to partner with the city to meet the challenge of this moment."

"The pandemic has made the extent of our region's housing crisis even clearer and it has further destabilized communities throughout Greater Boston that were already challenged by high housing costs," said Carl Nagy-Koechlin, Just-A-Start's executive director. "Our experienced staff have been working since day one in Malden District Court to help stabilize households during the pandemic, and these funds will help our efforts to keep families safe and securely housed."

Landlords must have approval from a judge to carry out an eviction, which can only happen after a trial. Tenants have the right to stay in their apartment until a court orders them to leave after a trial. Households facing eviction in Northeast Housing Court should contact Housing Families Inc. at 781-322-9119, ext. 8, or info@housingfamilies.org. Households facing eviction in Malden District Court should contact Just-A-Start Corporation at 617-494-0444 or contact@justastart.org. Households needing rental assistance who have not been served with an eviction notice should contact Human Services Director Karen Colón-Hayes at 781-397-7144 or khayes@cityofmalden.org.

For information about the eviction prevention program, contact Community Development Director Alex Pratt at apratt@maldenredevelopment.com or visit cityofmalden.org/eviction.

BRIEF

The state's Executive Office of Education recently announced the award of $12.1 million in Remote Learning Support Services Grants for communities across Massachusetts.

Malden was selected through a competitive application process to receive $357,700 to support students as remote learning continues in the city.

These grants, funded by the CARES Act Relief Fund and the Governor's Emergency Education Relief Fund, will support local organizations that promote and support equitable access to affordable, safe and supportive environments for remote learning in Malden.

These organizations will in turn use the funds for operational expenses for classrooms or learning cohorts, salaries for additional classroom support staff and assistance for economically disadvantaged families struggling with the additional costs of remote learning.

"As an educator, I fully understand the challenges remote learning presents for students and their families," said state Rep. Steven Ultrino, D-Malden. "I'm proud that Malden could partner with the Executive Office of Education to gain these desperately needed funds to support all of our students and their families as remote learning continues."

"Support is needed during this pandemic for remote learning for both Malden educators and students," said state Rep. Paul J. Donato. "I am pleased that Malden was able to secure the grants funded by the CARES Act Relief Fund and the Governor's Emergency Education Relief Fund to assist them at this time."

"As a former seventh grade teacher and a mother of a remote learner, I know just how important it is to have the necessary supports in place for our students to succeed," said state Rep. Kate Lipper-Garabedian, D-Melrose. "I am glad that these grant funds will provide the students of Malden and their educators with additional resources and opportunities to enhance their educational experience during these unprecedented times."

For information about the grants or their impact on Malden Public Schools, contact Ultrino at 617-722-2460 or Steven.Ultrino@MaHouse.Gov.

Northeast Metro Tech starts hybrid learning

Superintendent David DiBarri reported that Northeast Metro Tech's School Committee voted to transition the district to its hybrid learning model this December.

Students will transition to hybrid learning beginning Wednesday, Dec. 2. Northeast Metro Tech in Wakefield has followed a remote learning model since school began this fall as a result of a high level of positive COVID-19 cases in Revere, its largest sending community.

Recently, the Department of Elementary and Secondary Education (DESE) and Baker-Polito Administration announced that scientific data indicates that schools can operate safely with in-person learning as long as the proper health and safety protocols are implemented and being followed. As a result, DESE is urging districts to continue fully remote learning models only as a last resort.

To read the state's most recent guidance, visit https://bit.ly/3nnZxXJ. DESE cites several scientific reports to support this latest announcement on its website at https://bit.ly/366TVv7.

Districts and schools in communities that, under the state's updated COVID-19 risk assessment metrics, are designated as "gray," "green," or "yellow" communities must hold fully in-person learning if possible. Districts in communities designated as "red" or high risk areas for COVID-19 are expected to follow hybrid models and provide in-person learning opportunities as much as possible for students with high-needs.

Students at Northeast Metro Tech and their families who wish to continue to pursue fully remote learning may also do so, however.

"With DESE's new guidance and scientific data that illustrates schools can operate safely with the proper precautions in place, our district will be transitioning to hybrid learning," said DiBarri. "In-person learning is invaluable. Students, especially those pursuing career and technical careers, benefit tremendously from being able to work on hands-on projects alongside their instructors. The social emotional benefits of seeing their friends in-person also cannot be replicated."

"We've been preparing for this for several months now, and are ready to return to in-person learning through a hybrid model," said Principal Carla Scuzzarella. "Students and staff will be expected to wear their masks, practice social distancing and practice regular hand washing and hand sanitizing. Our facilities will be thoroughly cleaned and disinfected daily, and high touch areas will be re-cleaned throughout the school day. We're excited to welcome everyone back to our facility in the coming weeks."

Students will be divided into two cohorts, which will allow for approximately 50% of students to be in the building at any given time on an alternating schedule. Students will be grouped into cohorts for their academic courses and will resume their career and technical education through their shops.

The district will email students and families with their hybrid learning schedules later this month. Students and staff will be expected to follow several precautions to prevent the spread of COVID-19, including:

Masks will be mandatory for students, faculty and staff at all times during in-person learning. All personal protective equipment, such as masks, face shields, sanitizer, gloves, thermal thermometers, safety glasses and nurses supplies, have been secured and stored.

Six feet of physical distancing will be required in the building, including in classrooms.

Portable walls have been placed in the cafeteria to create extra classroom space to support social distancing.

Shops have been expanded by removing the walls to adjacent classrooms to facilitate social distancing.

Students and teachers have been provided with their own Chromebook laptops.

At each teacher and secretary desk, a plexiglass shield has been installed.

Hand washing and sanitizing stations are available throughout the school's facility.

Nano septic touchpads have been installed throughout the building to kill viruses on commonly used surfaces, such as handrails.

An outdoor mobile nurse's station has been set up.

Professional disinfectant sprayers and equipment, and UV-C high power disinfection system have been purchased to be used for thorough, daily classroom cleaning. Air purifiers with UV lights have been placed in every classroom as well.

An airflow consultant has evaluated all of the district's shops and classrooms.

Upgrades to the HVAC system in the basement of the school have been made to improve airflow.

A staggered start and end time to the school day will be implemented to facilitate the transportation requirements outlined by DESE.

For the latest updates, visit the district's website at northeastmetrotech.com.

Legal Notice

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, December 17th, at 6:00 PM. The Virtual Community Outreach Meeting will be available at the following link and phone number.

For those viewing this notice in print, please find meeting link on https://www.wickedlocal.com/observeradvocate/ which will bring you directly to the meeting.

Link: **Zoom**

https://us02web.zoom.us/j/89845285010
Meeting ID: 898 4528 5010

QR Code: Zoom

Phone Number: **Zoom**
+13126266799,,89845285010# US (Chicago)
+16465588656,,89845285010# US (New York)

The proposed Marijuana Retail Establishment is anticipated to be located at 7 Linehurst Road, Malden, MA 01248. There will be an opportunity for the public to ask questions.

Please feel free to submit your questions to jcapano@publicpolicylaw.com in advance of this meeting.



Giving to others takes on a special meaning this Holiday Season. WCB is proud to do our part by providing funds to many local food assistance programs that have a direct and positive impact on those in need.

WINCHESTER CO-OPERATIVE BANK
Serving you is our life's work.

NMLS #466036 Member FDIC DIF EQUAL HOUSING LENDER

19 Church Street | Winchester, MA 01890 | 781-729-3620
198 Lexington Street | Woburn, MA 01801 | 781-756-3520 | www.wcbonline.com

Each depositor is insured by the FDIC to at least $250,000. All deposits above the FDIC insurance amount are insured by the Depositors Insurance Fund (DIF).

NW-CN13928727

Attachment B

Smith, Costello & Crawford

Public Policy Law Group.

RECEIVED
Malden Cannabis Licensing & Enforcement Commission
December 7, 2020

November 24, 2020

Dear Sir or Madam,

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, December 17th, at 6:00 PM. The Virtual Community Outreach Meeting will be available at the following link and phone number. For those viewing this notice in print, please find meeting link on https://www.wickedlocal.com/observeradvocate/ which will bring you directly to the meeting.

Link: **Zoom** https://us02web.zoom.us/j/89845285010

Meeting ID: 898 4528 5010

QR Code: **Zoom**

Phone Number: **Zoom** +13126266799,,89845285010# US (Chicago)

+16465588656,,89845285010# US (New York)

The proposed Marijuana Retail Establishment is anticipated to be located at 7 Linehurst Road, Malden, MA 01248. There will be an opportunity for the public to ask questions.

Please feel free to submit your questions to jcapano@publicpolicylaw.com in advance of this meeting.

One State Street, Suite 1500
Boston, MA 02109

www.publicpolicylaw.com

Attachment C

Smith, Costello & Crawford
Public Policy Law Group.

December 8th, 2020

Dear Sir or Madam,

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, December 17th, at 6:00 PM. The Virtual Community Outreach Meeting will be available at the following link and phone number. For those viewing this notice in print, please find meeting link on https://www.wickedlocal.com/observeradvocate/ which will bring you directly to the meeting.

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Please feel free to submit your questions to jcapano@publicpolicylaw.com in advance of this meeting.

One State Street, Suite 1500
Boston, MA 02109

www.publicpolicylaw.com

ID	Site Address	Owner Name	Co-Ow	Owner Address	Owner City	Owner Sta	Owner Zip	Owner Country
184 573 3(	685 A BROADWAY	[redacted]		735 BROADWAY	MALDEN	MA	02148	
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184 573 3]	48 LEONARDO AV			48 LEONARDO AVEN	MALDEN	MA	02148	
184 573 3]	7 STATE HIGHWAY			735 BROADWAY	MALDEN	MA	02148	
185 574 4(	325 STATE HIGHWAY			325 STATE HIGHWA	MALDEN	MA	02148	
185 575 5(	285 STATE HIGHWAY			5 ROUNDY ROAD	LYNNFIELD	MA	01940	
185 575 5(	ROBBINS ST			110 PLEASANT ST	MALDEN	MA	02148	
185 575 5(	9 LINEHURST RD			85 RAILROAD PLACE	SARATOGA SPRINGS	NY	12866	
185 575 5]	STATE HIGHWAY			85 RAILROAD PLACE	SARATOGA SPRINGS	NY	12866	
184 573 3]	43 LEONARDO AV			2323 KIRKBRIDGE D	DANVERS	MA	01923	
185 575 5(	STATE HIGHWAY			210 HUDSON ST SUI	JERSEY CITY	NJ	07311	

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y Law Group

, Suite 1500
09

FIRST-CLASS

PITNEY BOWES

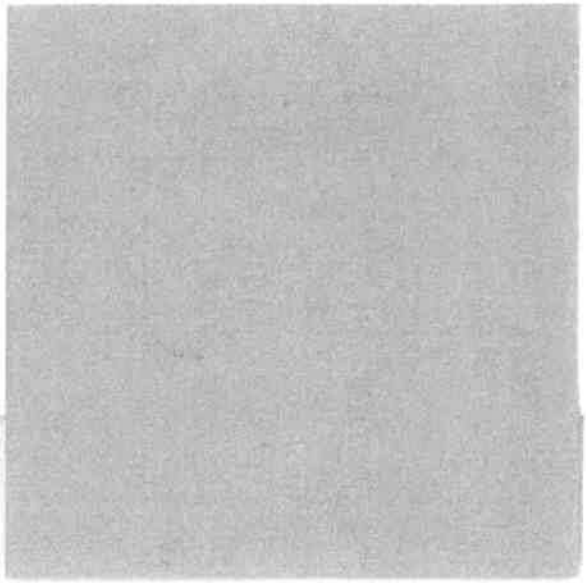
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DEC 08 2020

MAILED FROM ZIP CODE 02109



Smith, Costello & Crawford
Public Policy Law Group.

November 30, 2020

Malden City Council
215 Pleasant Street
Malden, MA 01248
ATTN: Jadeane Sica, City Council President

Councilor Sica,

On April 27, 2020, the CCC issued an administrative order allowing virtually community outreach meetings in order to comply with the Governor's emergency order. There are thirteen necessary requirements to host a virtual community outreach meeting. Per this administrative order applicants must obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.

Standard Naturals, LLC is formally requesting your approval to host a community outreach meeting via a virtual platform. The virtual community outreach meeting will comply with all Cannabis Control Commission requirements including the public notices and the ability for community members to participate in a questions and answers interaction.

We kindly ask you to approve this request to host a virtual community outreach meeting in order to comply with Governor Baker's COVID-19 orders.

Sincerely,



Jonathan Capano, Esq.

One State Street, Suite 1500
Boston, MA 02109

www.publicpolicylaw.com

City of Malden
Massachusetts

Cannabis Licensing and Enforcement Commission
215 Pleasant Street
Malden, Massachusetts 02148
www.cityofmalden.org/cannabis

Phone 781-397-7000
Email: Cannabis@cityofmalden.org

Commissioners
Ronald B. Hogan, Chair
Jenelle DeVits
Diana Jeong
Nelson Miller
Kevin Molis

December 9, 2020

Jonathan Capano, Esquire
Smith, Costello & Crawford
One State Street, Suite 1500
Boston, MA 02109

Dear Mr. Capano,

Please accept this letter as consent from the City of Malden for Standard Naturals, LLC to hold a virtual Community Outreach Meeting on December 17th, 2020 regarding its application for a proposed marijuana establishment at 7 Linehurst Road, Malden. We are in receipt of the Community Outreach Meeting Notice that you have published regarding the same.

Please don't hesitate to call should you have any questions.

Sincerely,

Ronald B. Hogan, Chairman
Cannabis Licensing and Enforcement Commission

December 2020

Su	M	Tu	W	Th	F	Sa
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Boards and Commissions Meetings

Beebe School Council

December 17, 2020, 5:00 PM @ https://zoom.us/j/92962870894?pwd=MmJvVU9zTE11NUxRc0JYYVl3dXUzUT09

More Details

Outreach Meeting for a proposed Marijuana Establishment (virtual)

December 17, 2020, 6:00 PM @ Virtual Meeting

Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, December 17th, at 6:00 PM. The Virtual Community Outreach Meeting will be available at the following link and phone number. For those viewing this notice in print, please find meeting link on https://www.wickedlocal.com/observeradvocate/ which will bring you directly to the meeting. Link: Zoom https://us02web.zoom.us/j/89845285010 Meeting ID: 898 4528 5010 QR Code: Zoom Phone Number: Zoom +13126266799,,89845285010# US (Chicago) +16465588656,,89845285010# US (New York) The proposed Marijuana Retail Establishment is anticipated to be located at 7 Linehurst Road, Malden, MA 01248. There will be an opportunity for the public to ask questions. Please feel free to submit your questions to jcapano@publicpolicylaw.com in advance of this meeting.

More Details

POSTPONED - Affordable Housing Trust Fund - Action Plan Community Meeting - VIRTUAL

December 17, 2020, 6:15 PM - 8:00 PM @ Virtual/Online

THIS MEETING IS POSTPONED

More Details

Enable Google Translate

Event Details

View Map

Outreach Meeting for a proposed Marijuana Establishment (virtual)

Thursday, December 17, 2020
Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, December 17th, at 6:00 PM. The Virtual Community Outreach Meeting will be available at the following link and phone number. For those viewing this notice in print, please find meeting link on

https://www.wickedlocal.com/observeradvocate/ which will bring you directly to the meeting. Link: Zoom https://us02web.zoom.us/j/89845285010 Meeting ID: 898 4528 5010 QR Code: Zoom Phone Number: Zoom +13126266799,,89845285010# US (Chicago) +16465588656,,89845285010# US (New York) The proposed Marijuana Retail Establishment is anticipated to be located at 7 Linehurst Road, Malden, MA 01248. There will be an opportunity for the public to ask questions. Please feel free to submit your questions to

Date:	December 17, 2020
Time:	6:00 PM
Location:	Virtual Meeting
Address:	Malden, MA 02148
Email:	Email Jonathan Capano (mailto: jcapano@publicpolicylaw.com)
Link:	Community Meeting PowerPoint (https://www.cityofmalden.org/DocumentCe Meeting-Power-Point)

Enable Google Translate

Standard Naturals, LLC
Virtual Community Outreach Meeting
7 Linehurst Road, Malden, MA

Link: https://drive.google.com/file/d/1iQZxthgzW25Lvk-6fsxvvx9NMZE9EWoq/view?usp=sharing vox

Subject: Standard Natural Virtual Community Meeting
Date: Monday, December 28, 2020 at 2:01:19 PM Eastern Standard Time
From: Jonathan Capano
To: Ron Hogan
Attachments: VCOM Meeting Link 12.18.20.pdf

Afternoon Ron,

Attached please find a link to the Standard Naturals Virtual Community Outreach Meeting recording. Per CCC guidelines we are required to share a copy of the recording with the host community. Please let me know if this form of video is sufficient for the City.

Please let me know if you have any questions or if additional information is required.

Jonathan Capano, Esq.
Associate
Smith, Costello & Crawford
Public Policy Law Group.
One State Street, 15th Floor
Boston, MA 02109
O: 617-523-0600
C: 781-443-2227
www.publicpolicylaw.com

IMPORTANT
This email and any attached documents are confidential; intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that distribution, dissemination or copying this message is strictly prohibited. If you receive this message in error, or are not the intended recipient, please notify the sender at the email address above and delete this email from your computer.

City of Malden

Community Meeting

Standard Naturals LLC

DBA East Coast Cannabis

Thursday, December 17th 2020

EAST COAST CANNABIS

US-MA

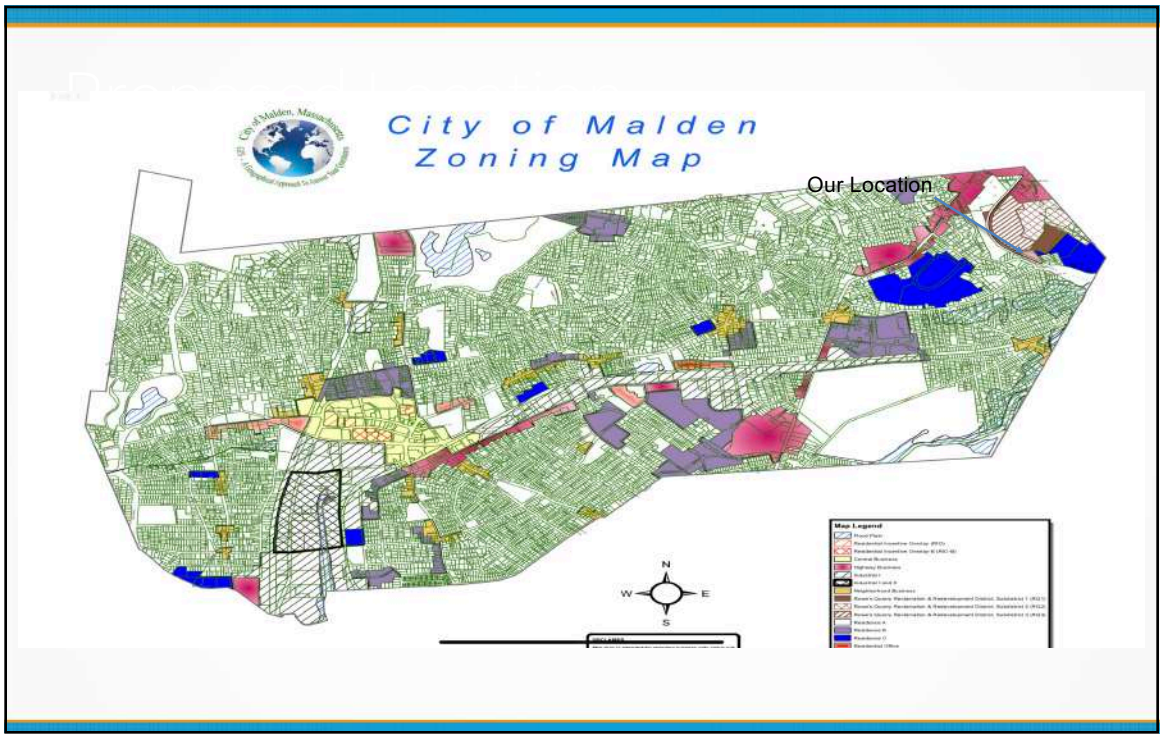
1

Our Team

Standard Naturals LLC - DBA East Coast Cannabis

- Steven Selby – Owner
  Head of Personnel – Community Relations
- Scott Moore – Owner
  Head of Operations – Security - Technology
- Joseph Selby - Owner
  Head of Purchasing – Product Acquisition
- Jay Youmans & Jonathan Capano
  Smith, Costello & Crawford - Public Policy Law Group
- Larry Burak
  CPA – VP Finance
- Sira Naturals
  Retail Consultant - Supplier
- Thomas Lienhard – RGB Surveillance
  Security Consultant – Security Provider

2



3

Proposed Location

7 Linehurst Rd – Rt 1
Malden MA

The proposed location of Standard Naturals LLC will be at 7 Linehurst Rd. The parcel of land is located in the northeast corner of Malden on the border of Revere. This land is currently an overflow parking lot for Kappy's Fine Wine & Spirits. A brand new 3000 s/f building will be constructed on this site.



4

Existing site



5

Proposed Building



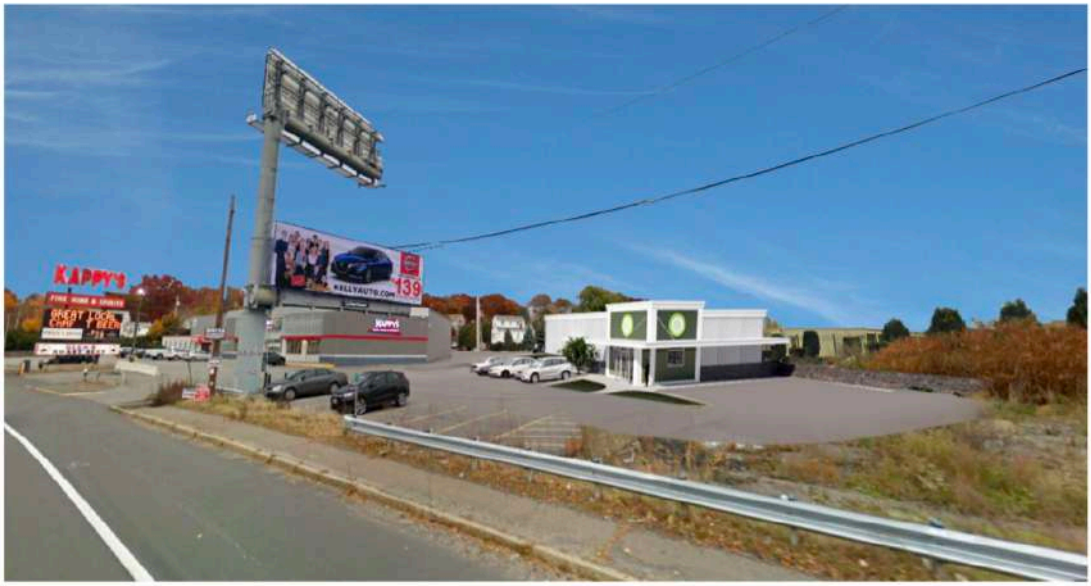
6

Proposed Building



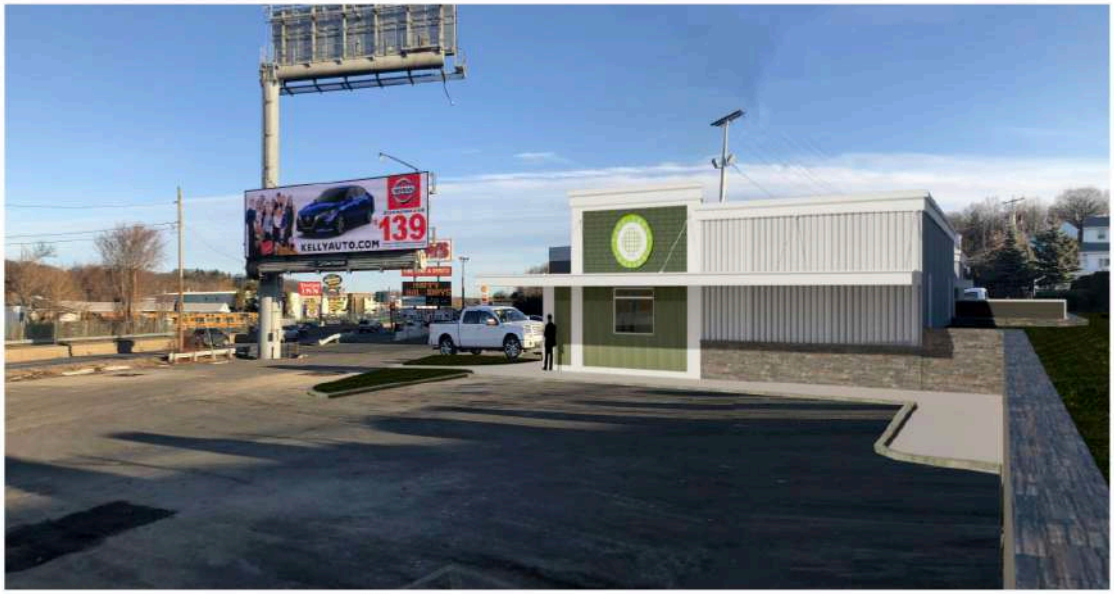
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Proposed Building



8

Proposed Building



9

Proposed Building



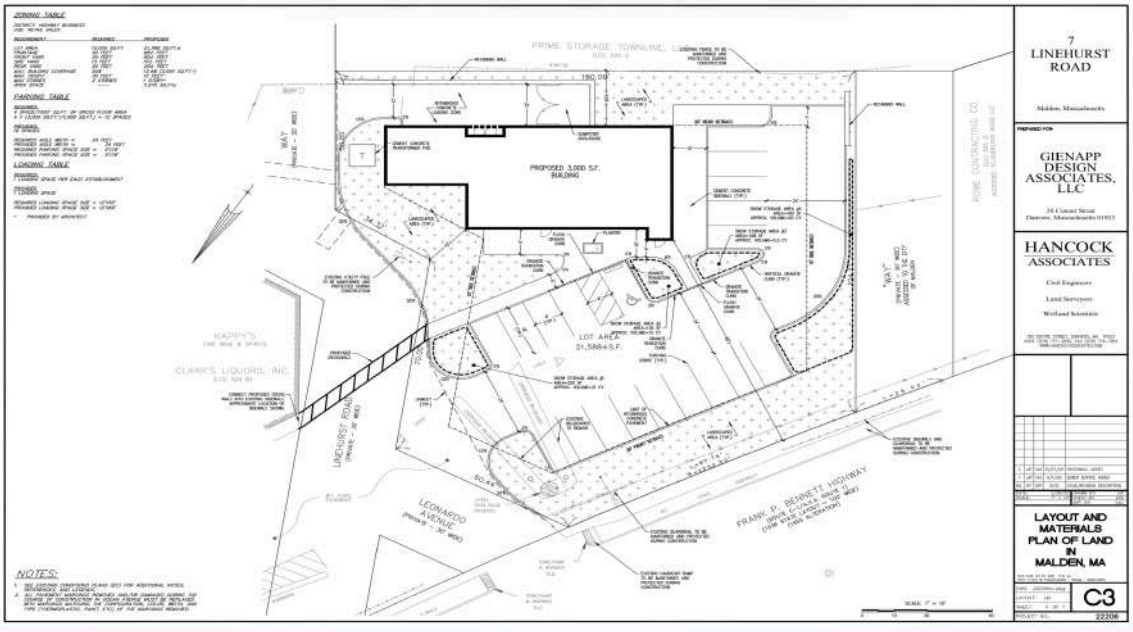
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Proposed Building



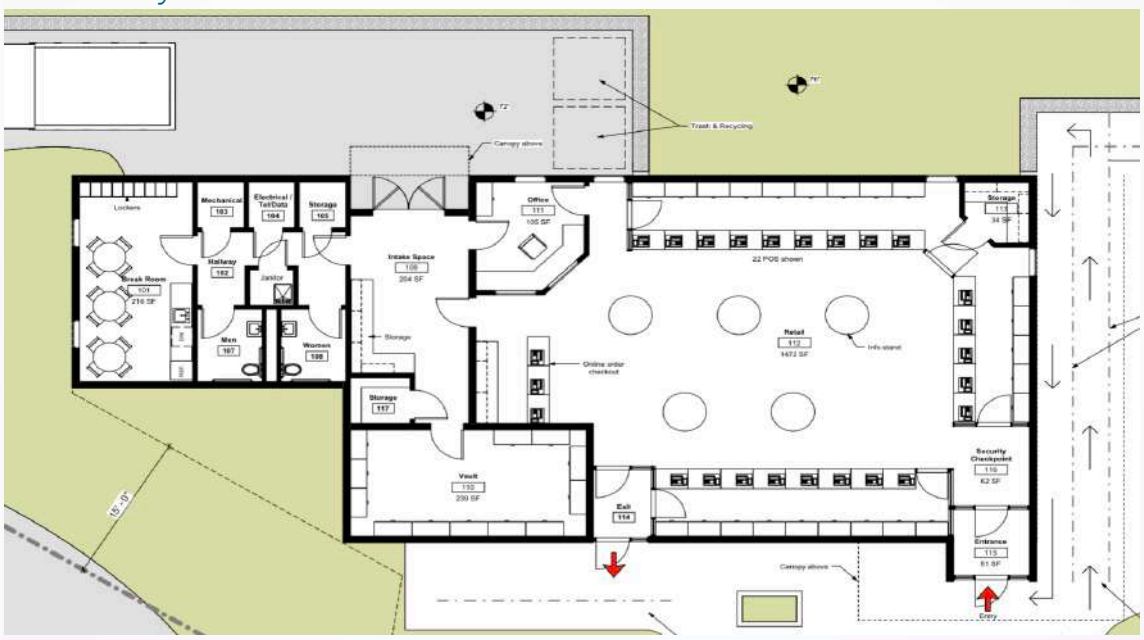
11

Proposed Building



12

Interior Layout



13

Interior Layout

First Floor	*SF (approx)*	***Open to Public (P) Employee Only (E)***
Retail Area *Includes:* 25 "Point of sales" stations Entrance vestibule Security checkpoint Exit vestibule	1,551	P
Office	110	E
Product storage	269	E
Intake space	200	E
Breakroom	172	E
mechanical, utilities, security, janitor, restrooms	700	E

14

Type of Marijuana Establishment

Standard Naturals will be applying for a Marijuana Retailer license. This type of license is for an entity licensed by the Commission to purchase Marijuana and Marijuana Products from Marijuana Establishments/Growers, and to sell Marijuana and Marijuana products to consumers.

15

Zoning

- The proposed location and operation of the Marijuana Establishment is allowed under current zoning bylaws and ordinances.
- The proposed Marijuana Establishment is not allowed by right. The City of Malden will need to grant a special Permit for construction of the building and operation of the establishment.

16

Local Licensing Regulation

There is a local licensing regulation pertaining to Marijuana Establishments. The City of Malden has created a local licensing board called the CLEC (Cannabis Licensing and Enforcement Commission) which approves all prospective candidates applying for a license, and ultimately approves the local license. The local license will be issued after successful approval by the Mass Cannabis Control Commission.

The City Council is in charge of approving all Special Permits for candidates that meet the requirements.

At this time there is no local Board of Health regulation pertaining to Marijuana Establishments

17

500ft Buffer Zone

- The proposed location complies with the 500ft buffer zone from existing public or private school buildings (K-12).
- There are no local bylaws or ordinances creating a smaller buffer zone.

18

Security Requirements

We will be constructing a new building and the premises will comply with all of the security requirements set forth in 935 CMR 500.110 (Security requirements are available at mass-cannabis-control.com)

We have contracted with RGB Surveillance to build out and maintain our security infrastructure.

19

Preventing Diversion to Minors

PREVENTION OF DIVERSION

Standard Naturals, LLC implements security measures adequate to ensure that all facility areas are not readily accessible to unauthorized individuals and to prevent and detect diversion. Standard Naturals' diversion prevention program consists of three interwoven components:

1) an inventory management system;

2) a security system; and

3) training and awareness programs.

One of the most effective methods for deterring diversion is promoting the awareness of systems that operate to prevent it. Standard Naturals, LLC will employ methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. All employees will be made aware of our comprehensive Inventory Control and Tracking System. This system requires employees who handle product to take custody of the product in the system. This gives them an incentive to take extra care to be sure that inventory is accounted for at every step of the process. Moreover, the system minimizes discretionary human interaction

20

Preventing Diversion to Minors

PREVENTION OF DIVERSION - continued

Employees & customers will also be made aware of Standard Naturals security system. Employees will be trained only in the aspects of the system that they must use to carry out their responsibilities. The facilities will be subject to strict access control and monitored 24 hours a day by third-party security providers. Cameras are strategically placed to monitor all areas of ingress and egress to the facilities, as well as all storage areas. Access to the facility and non-public access areas will be controlled by swipe cards and keypads and limited to the minimum number of employees essential for efficient operations. The exterior of the facility will be well lit and monitored by cameras and motion detectors that immediately notify a security control center of anomalous activity.

Employees will be trained to spot the signs of misuse and addictive behaviors and are required to report any suspicious activity to management. We will document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy. We will notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Regardless of reporting requirements, should such activity rise to the level of threatening public health or safety, management must report such activity to the Commission and local public safety officials.

Standard Naturals, LLC has developed emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and to conduct an assessment to determine whether additional safeguards are necessary.

21

Ensuring the Location will not constitute to the community a nuisance as defined by law

Our proposed location at 7 Linehurst Rd will not constitute a nuisance to the community. This location is on a heavily trafficked highway with several large national retail chains including Walmart a short distance down the road.

We will have very strict security procedures and take the appropriate measures if there are any incidents.

Almost no residential impact near our proposed location

22

Positive Impact Plan

The Commonwealth of Massachusetts Cannabis Control Commission has identified the cities of Revere, Chelsea, and Lynn as areas of disproportionate impact. Our proposed location at 7 Linehurst Rd, Malden, MA is located 0.1 miles from Revere, 3 miles from Chelsea, and 7 miles from Lynn. 7 Linehurst Rd, Malden is accessible by public transportation, being located 0.15 miles from the nearest MBTA Bus Stop. Along with providing preferential employment opportunities to Malden residents, Standard Naturals will also provide preferential employment opportunities to residents of the cities of Revere, Chelsea, and Lynn. In order to accomplish the goal of hiring from these areas of disproportionate impact, we will take affirmative action to recruit from these areas. Initial employment advertisements will be placed in local newspapers in these communities, online job postings will be geo-targeted to residents of these communities, and Standard Naturals will host one or more job fairs accommodating residents of these cities. We expect that these measures will reduce barriers to entry for residents of these cities in the commercial adult-use cannabis industry.

Once hired, all employees of Standard Naturals, including employees who reside in areas of disproportionate impact, will receive extensive training in all areas of the cannabis industry, from seed to sale, and all aspects of the retail industry in general. Employees will have the opportunity to spend time at a growing facility, to not only learn the entire growing and cultivation process, but also to be able to impart that knowledge to our customer base.

23

Positive Impact Plan – cont…

Standard Naturals will also conduct monthly educational seminars on many different aspects of the marijuana industry, including but not limited to, growing and cultivation, security, retail best practices, medicinal benefits, and most importantly, safe use and consumption. These monthly educational seminars will be advertised to, and free of charge for, residents of these areas of disproportionate impact. It is our hope that these monthly consumer-oriented seminars will further enhance our efforts to hire individuals who are residents of the areas of disproportionate impact.

Standard Naturals also plans to actively support local charitable organizations in these areas of disproportionate impact as well as in the city of Malden. Our aim will to focus on organizations that promote education and the responsible use of cannabis as well as organizations that generally support individuals of need in these communities who have been disproportionately impacted. In order to do so, Standard Naturals will institute a volunteer program for our employees to support nonprofits and charitable organizations, including organizations that the members of Standard Naturals have formed relationships with. Some examples of these organizations are local YMCAs, Chambers of Commerce, My Brothers Table of Lynn, Triangle Inc., of Malden, Chelsea Jewish Life Care. Standard Naturals will also work in conjunction with local police departments and their community outreach programs as well as community cleanup initiatives.

24

Positive Impact Plan – cont…

As part of our commitment of supporting these nonprofit and charitable organizations that service the identified areas of disproportionate impact, Standard Naturals will engage in fundraising through our operations as well as provide monetary support to these nonprofits and organizations.

Measurements of Positive Impact Plan.

Standard Naturals will maintain detailed information on the number of employees hired, retained, and promoted, that reside in the city of Malden and the identified areas of disproportionate impact, as well as the types of jobs created in the adult-use cannabis industry. Standard Naturals will also keep records of training and education provided to all employees, and will maintain records regarding the number of hours dedicated to our employee volunteer program and financial contributions to nonprofits and charitable organizations. Standard Naturals will also maintain records regarding all educational seminars offered, including geographical information regarding attendees.

In closing, Standard Naturals is open to any suggestions that may be provided by the CLEC of Malden, residents of Malden and the CCC of the Commonwealth of Massachusetts regarding additional measures that may be taken to enhance our positive impact plan.

25

Community Host Agreement

Criteria for Host Community Agreement

Operating Conditions

- Security plan to be reviewed and approved by Police Chief
- Traffic management plan
- Use of Electronic means of verifying customer age
- Termination/Cessation of operating terms outlined

Financial Conditions

- Community Impact Fee of 3%
- Charitable donation requirement: $25,000 yearly
- Annual Reporting of Financials to the CLEC
- Company vehicles must be registered in Malden

26

Community Host Agreement

Criteria for Host Community Agreement

Community Support

- Local hiring preference
- Commitment to use of local vendors

Health Related

- Support for local educational programs on public health and drug abuse prevention

27

QUESTION
&
ANSWER

Thursday, December 17th 2020

EAST COAST CANNABIS
US-MA

28

EXHIBIT A

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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:
   Standard Naturals LLC
2. Name of applicant's authorized representative:
   Scott Moore
3. Signature of applicant's authorized representative:
4. Name of municipality:
   Malden
5. Name of municipality's contracting authority or authorized representative:
   Gary Christenson

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).)*:
Mayor@CityofMalden.org

8. Host community agreement execution date:
03/08/2021

Smith, Costello & Crawford
Public Policy Law Group.

May 4, 2022

SENT VIA EMAIL

Greg Lucey
Malden City Hall
215 Pleasant Street
2nd Floor – Room 220
Malden, MA 02148

RE: Standard Naturals, LLC

Dear Mr. Lucey

As you know, Standard Naturals, LLC ("SN") currently holds a Retail Marijuana Establishment License located at 7 Linehurst Road, Malden. Pursuant to 935 CMR 500.103(4) and 935 CMR 501.103(4), SN must submit an application for the annual renewal of its license to operate in Malden to the Cannabis Control Commission ("CCC"). As a condition of that renewal, the CCC has required that we request from Malden, our host community, the records of any cost to the city, anticipated or actual, resulting from the operation of our Marijuana Establishment.

In order to comply with this condition of our renewal, we are submitting to your office our formal request for records of any cost incurred by the City of Malden over the past year as a result of our operations. Please send any documentation by mail or e-mail to:

Standard Naturals, LLC
c/o Sira Grant, Esq.
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109
sgrant@publicpolicylaw.com

Please note that in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. We thank you for your attention to this matter. Please do not hesitate to reach out should you have any questions.

Sincerely,

Sira R. Grant, Esq.

From: Ron Hogan
To: Brandon Coimbra
Cc: Carol Ann Desiderio; Greg Lucey; Sira Grant
Subject: Standard Naturals, LLC Municipal Cost Request
Date: Monday, May 9, 2022 11:25:00 AM
Attachments: Standard Naturals, LLC Municipal Cost Request.pdf

---

Good Morning,

I'm responding to this in my capacity as Chair of the City of Malden Cannabis Licensing Commission.

The requests seeks information on fees related to the community impact fee contained within the Host Agreement. These fees don't start being charged until the establishment is operational. Therefore, at this time, the City of Malden has not imposed any fees to provide a breakdown of, as the fees are a function of sales, and there are no sales. I believe the request by the CCC was one more applicable to an up and running establishment renewing a license.

Please do let me know if this isn't how you view this and I'm happy to engage further.

Best,
Ronald B. Hogan
Chief Strategy and Innovation Officer
7 Jackson Street Malden, MA 02148
rhogan@cityofmalden.org
(617) 548-9256

From: Brandon Coimbra <bcoimbra@publicpolicylaw.com>
Sent: Wednesday, May 4, 2022 4:09 PM
To: Carol Ann Desiderio <CDesiderio@CITYOFMALDEN.ORG>
Cc: Greg Lucey <glucey@CITYOFMALDEN.ORG>; Sira Grant <SGrant@publicpolicylaw.com>
Subject: Standard Naturals, LLC Municipal Cost Request

Good afternoon,

Please disregard the previous email regarding Standard Naturals, LLC.

Please see attached for Standard Naturals, LLC's Municipal Cost Request form. In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Feel free to reach out if you have any questions.

Thank you,

Brandon Coimbra
Legal Intern

Smith, Costello & Crawford
Public Policy Law Group**.**

One State Street, 15th Floor
Boston, MA 02109
O: 617-523-0600
www.publicpolicylaw.com

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Standard Naturals, LLC
Application of Intent

Plan for Positive Impact

INTENT

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, Standard Naturals LLC, ("SN") recognizes that it has a responsibility to contribute to areas of disproportionate impact and help disproportionately harmed by marijuana prohibition. SN will focus its time and resources on Revere which has been identified by the Commission as an area of disproportionate impact.

PURPOSE

The purpose of this document is to summarize SN's plan to ensure its business creates positive and lasting impacts on the communities in which it will be involved.

SN is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. SN seeks to utilize its resources, including time, talent and monies, to provide assistance to those who may be underserved and/or in need. We plan to achieve these goals through volunteer time and community engagement.

INITIATIVES AND METRICS

SN aims to implement the following initiatives to assist those communities that have been disproportionately impacted and will adhere to the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Proposed Initiative: SN will make a minimum annual financial contribution of at least $5,000 to the CultivatED program to help promote participation in the cannabis industry by those who were disproportionately harmed by marijuana prohibition. CultivatED is a jails-to-jobs cannabis program that focuses on issues such as expungement, education and employment for those harmed populations. The mission of CultivatED is to empower, educate, and employ individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission, who have been harmed by the failed War on Drugs. The program shall provide to its fellows: Responsible Vendor Training, as well as an "Introduction to Cannabis and the Law" course at Roxbury Community College, while receiving workforce development training through the Urban League of Eastern Massachusetts. SN will provide money to CultivatED to support its mission and goals but will not offer any of its own programming through the CultivatED program. Attached, please find a letter from CultivatED acknowledging acceptance of funds from cannabis license holders.

Goal: SN will make an annual financial contribution to the CultivatED program which will in turn support the mission of empowering, educating, and employing individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission.

Metrics: SN will maintain a record of its annual donations to the CultivatED program. SN will keep records of feedback that are received relative to the impact of the company's contributions, if any. This will in turn help us make decisions about adjustments that need to be made in the future.

Proposed Initiative: SN will commit to provide employees with a minimum of 8 hours per year paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. SN will focus their clean-ups in Revere Employees will be notified of these clean-up days through an employee correspondence or public posting around the establishment.

Goal: SN is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company with a goal of donating 8 hours per employee per year. SN will have a goal of 75% participation in the neighborhood clean-up program by its employees each calendar year.

Metrics: SN will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. These clean-ups will begin once SN obtains its Provisional License taking place within the first year of its provisional license. SN will then solicit feedback from participating employees to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a report that will be completed 60 days prior to the company's annual license renewal (one year from provisional licensure, and each year thereafter) to the Cannabis Control Commission. SN 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.

CONCLUSION

SN will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. Any actions taken, or programs instituted by SN will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Progress and/or success of this plan will be documented one year from provisional licensure and each year thereafter.

MASS CultivatED

February 24, 2020

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

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

Ryan Dominguez

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001363617

1. The exact name of the limited liability company is: STANDARD NATURALS LLC

2a. Location of its principal office:
No. and Street: 296 MAIN STREET
City or Town: EVERETT State: MA Zip: 02149 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 296 MAIN STREET
City or Town: EVERETT State: MA Zip: 02149 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THE COMPANY IS ORGANIZED A) IN ORDER TO APPLY FOR A LICENSE FROM THE CANNAB IS CONTROL COMMISSION WHICH WILL LAWFULLY AUTHORIZE AND PERMIT THE COMPA NY TO TRANSACT BUSINESS AS A LICENSED MARIJUANA RETAILER WHICH WILL BE ENGA GED IN THE RETAIL SALE OF MARIJUANA PRODUCTS, MARIJUANA ACCESSORIES AND OTH ER RELATED PRODUCTS IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; (B) ENGAGE IN ALL LICENSED ACTIVITIES INCIDENTAL THERETO IN AC CORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; AND (C) EN GAGE IN ANY OTHER ACTIVITIES WHICH MAY BE LAWFULLY CARRIED ON BY A LIMITED LI ABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSAC HUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: STEVEN SELBY
No. and Street: 296 MAIN STREET
City or Town: EVERETT State: MA Zip: 02149 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	STEVEN SELBY	296 MAIN STREET EVERETT, MA 02149 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	LARRY BURAK	296 MAIN STREET EVERETT, MA 02149 USA
SOC SIGNATORY	JEFFREY P. GOLDBERG	110 FLORENCE STREET, SUITE 202 MALDEN, MA 02148 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	STEVEN SELBY	296 MAIN STREET EVERETT, MA 02149 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of January, 2019,
STEVEN SELBY

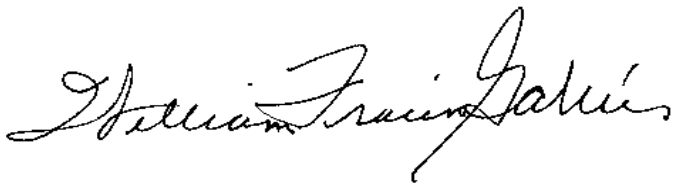
(The certificate must be signed by the person forming the LLC.)

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THE COMMONWEALTH OF MASSACHUSETTS

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

January 14, 2019 01:25 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Department of Unemployment Assistance
Certificate of Compliance Request

I, SCOTT MOORE, do hereby certify that I have been unable to register Standard Naturals, LLC with the Department of Unemployment Assistance and request a certificate of compliance because Standard Naturals, LLC does not currently have any employees. As soon as Standard Naturals, LLC can register with the Department of Unemployment Assistance, I will provide the Cannabis Control Commission with a Certificate of Compliance.

Standard Naturals, LLC

12/18/20
Date

By: SCOTT MOORE

Its: Owner

STANDARD NATURALS LLC

OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is made and entered into as of January 14, 2019 by and between STEVEN SELBY, as the Manager initially named herein and the Persons set forth on Schedule A, as amended from time to time (each, a "Member" and collectively, the "Members") regarding STANDARD NATURALS LLC, a Massachusetts Limited Liability Company (hereinafter referred to as the "Company").

PRELIMINARY STATEMENT

The Members and the Manager desire to enter into this Agreement to set out their respective rights and obligations with respect the operation of the Company on the terms and conditions set forth herein.

Section 1. Formation.

1.1 The Company has been formed as a limited liability company under the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C (the "Act"), by the filing on January 14, 2019 of a Certificate of Organization (the "Certificate") with the Secretary of the Commonwealth of Massachusetts (the "Secretary of State"). The rights and obligations of the Members, the Manager and the administration and termination of the Company shall be governed by the Act, except as expressly provided herein.

Section 2. Name and Term.

2.1 The name of the Company is **"STANDARD NATURALS LLC."** Upon submission and approval of the necessary application of a Business Certificate, the business of the Company shall be conducted under name of **EAST COAST CANNABIS**. The Company shall continue in existence unless sooner terminated in accordance with this Agreement.

Section 3. Purposes and Powers of the Company.

3.1 The Company is organized, as set forth in the Certificate, in order (a) to apply for a license from the Cannabis Control Commission (the "CCC") which will lawfully authorize and permit the Company to transact business as a licensed marijuana retailer which will be engaged in the retail sale of marijuana products, marijuana accessories and other related products in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all licensed activities incidental thereto in accordance with the laws of the Commonwealth of Massachusetts; and (c) to engage in any other activities which may be lawfully carried on by a limited liability company organized under the laws of the Commonwealth of Massachusetts.

3.2 Upon obtaining the necessary licensure and approval from the CCC to engage in business as a licensed marijuana retailer, the purpose of the Company as stated in Section 3.1 above shall be amended by a Certificate of Amendment amending the purpose of the Company to: (a) transact business as a licensed marijuana retailer which will be engaged in the retail sale of marijuana products, marijuana accessories and other related products in accordance with the laws of the Commonwealth of Massachusetts; (b) engage in all licensed activities incidental thereto in accordance with the laws of the Commonwealth of Massachusetts; and (c) engage in any other activities which may be lawfully carried on by a limited liability company organized under the laws of the Commonwealth of Massachusetts. The Certificate of Amendment shall be submitted to the CCC for approval and endorsement and upon obtaining said approval and endorsement, the Certificate of Amendment shall be filed with the Secretary of State.

3.3 Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the Company is hereby authorized to do as follows:

(a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with affiliates, and including other contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company;

(b) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the Company, and to secure the same by mortgages, pledges or other liens on the property of the Company;

(c) to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts; and

(d) to take any other action not prohibited under the Act or other applicable law.

Section 4. Place of Business of the Company; Registered Agent.

4.1 The principal place of business and the address of the office of the Company for purposes of Section 5 of the Act shall be 296 Main Street, Everett, Massachusetts, or such other location within the Commonwealth of Massachusetts as designated by the Manager.

4.2 Until otherwise determined by a majority of the Members, the name and address of the resident agent for service of process for the Company is Steven Selby, 296 Main Street, Everett, Massachusetts 02149.

Section 5. Members.

5.1 Initial Members. The Initial Members of the Company and their respective ownership interests in the Company ("Percentage Interests") are set forth on Schedule A hereto.

5.2 Additional Members. Additional persons or entities may be admitted to the Company as Members and Percentage Interests in the Company may be issued to those additional Members if the Initial Member consents to the admission of the additional Members on such terms and conditions as determined by the Initial Member and in accordance with this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.

5.3 Scope of Members' Authority. Except as expressly provided for in this Agreement, no Member shall have any authority to act for, hold himself or itself out as the agent of, or assume any obligation or responsibility on behalf of, any other Member or the Company.

5.4 Meetings of Members.

(a) Annual Meeting. The annual meeting of the Members shall be held on the first Thursday in June or at such other time as shall be determined by resolution of the Members commencing with the year 2019, for the purpose of the transaction of such business as may come before the meeting.

(b) Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member or Members having aggregate Percentage Interests of at least twenty-five percent (25%) of the total Percentage Interests then owned by all Members.

(c) Place of Meetings. All meetings of the Members shall be held at the principal office of the Company.

(d) Notice of Meetings. Written notice stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered no fewer than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by first class mail, electronic mail, telecopier or by recognized overnight courier, by or at the direction of the Member calling the meeting, to each Member entitled to vote at the meeting. No notice of any meeting need be given to a Member if a written waiver of notice, executed by such Member before or after the meeting, is filed with the records of the meeting, or to any Member who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Member.

(f) Quorum. At any meeting of the Members, a quorum shall consist of the minimum Percentage Interest of Members required to take any action to be taken at the meeting. If a quorum is present, all actions shall be made by a vote of the Members holding a majority of the aggregate Percentage Interests in the Company, unless the vote of a greater or lesser proportion or number is otherwise required by the Act or by this Agreement. Members may vote either in person, by conference telephone (or other

communications equipment enabling all Members participating in the meeting to hear one another) or by proxy, which proxy shall be in writing and signed by the Member, shall be dated not more than six (6) months before the meeting named therein, and shall be filed with the Managers before being voted.

(g) Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all of the Members entitled to vote at a duly called Meeting and delivered to the Members for inclusion in the minutes or for filing with the Company records.

(h) "Consent of the Members" means the vote at a meeting or the written consent of Members holding a majority of the aggregate Percentage Interests in the Company.

Section 6. Management by Manager.

6.1 General. The overall management and control of the business and affairs of the Company will be vested in one or more managers (each a "Manager" and collectively, the "Managers"). Subject to the provisions of this Agreement, the Manager shall have the full and complete authority, power and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, and the Members shall have only the voting rights specifically provided in this Agreement or, if and to the extent not specified herein, the Act. If there are two Managers, the Managers shall act jointly and if there are more than two Managers, a majority of them shall act.

6.2 Certain Powers of the Managers. Without limiting the generality of Section 6.1 above, the Managers shall have power and authority, on behalf of the Company:

(a) upon Consent of the Members to acquire by purchase, lease, exchange or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) upon Consent of the Members to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan or to merge or consolidate the Company with or into another person or entity;

(c) upon Consent of the Members to borrow money and issue evidences of indebtedness; or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the Company; and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;

(d) to enter into, perform and carry out contracts of any kind necessary to, in connection with or incidental to, the accomplishment of the purposes of the Company, which contracts may extend beyond the term of the Company;

(e) to employ or engage persons, firms or companies for the operation and maintenance and financing of the Company and to pay salaries, expense reimbursement, and any other form of compensation to such persons and entities, at such times and in such amounts as may be determined by the Managers;

(f) to cause the Company and its properties and assets to be maintained and operated in such a manner as the Managers may determine, subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the Company and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(g) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any assets of the Company;

(h) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the Company's property or business or any part thereof, or determined by the Managers to be in the best interests of the Company;

(i) upon Consent of the Members to invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;

(j) to sell or otherwise dispose of any part of the assets of the Company in the normal course of business;

(k) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(l) upon Consent of the Members to execute on behalf of the Company, mortgages, or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; partnership agreements and operating agreements of other limited liability companies;

(m) subject to the foregoing provisions, to execute on behalf of the Company all instruments and documents, including, without limitation: checks; drafts; notes and other negotiable instruments; bills of sale; leases; guaranties; and any other instruments or documents necessary to the business of the Company;

(n) to engage in such other activities and incur such other expenses as may be reasonably necessary, advisable or appropriate for the furtherance of the Company's purposes so long as such activities may be lawfully carried on or performed by a limited liability company under the Act, and to execute, acknowledge and deliver any and all instruments necessary to implement the foregoing; and

(o) to perform any other act that the Managers may deem necessary, convenient or desirable for the Company or its business.

6.3 Meetings of the Managers. All decisions of the Managers shall be made at a meeting of the Managers, whether the Managers are present in person or via conference telephone, or by written consent of a majority of the Managers. There is no requirement that the Managers hold a meeting in order to take action on any matter if one or more written consents to such action shall be signed by the Managers required to approve the action being taken. Any Manager may call meetings of the Managers. If action is to be taken at a meeting of the Managers, notice of the time, date and place of the meeting shall be given to each Manager by the Manager calling the meeting by personal delivery, telephone or fax sent to the business or home address of each Manager at least 48 hours in advance of the meeting, or by written notice mailed to each Manager at either such address at least five (5) days in advance of the meeting; provided, however, no notice need be given to a Manager who waives notice before or after the meeting, or who attends the meeting without protesting at or before its commencement the inadequacy of notice to him. Managers may attend a meeting in person or by proxy, and they may also participate in a meeting by means of conference telephone or similar communications equipment that permits all Managers to hear each other. All meetings of the Managers shall be held at the principal office of the Company. The Managers shall hold an annual meeting immediately following the annual meeting of the Members.

(a) Election and Tenure. The Managers shall be elected annually by the Consent of the Members. The initial Manager of the Company is Steven Selby. Except as provided herein, each Manager shall serve for a period of one (1) year, until removed by the Consent of the Members or until such Manager resigns, becomes incapacitated or dies, whichever occurs first. Except as otherwise provided for herein, any vacancy created by the resignation, incapacity or death of any Manager may be filled by the Consent of the Members, and the new Manager shall serve until the next annual meeting of the Members. Managers need not be residents of the Commonwealth of Massachusetts.

(b) Resignations. Any Manager of the Company may resign at any time by giving written notice to the other Managers. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

6.4 Liability for Certain Acts. The Managers of the Company shall perform their managerial duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager of the Company who so performs his managerial duties shall not have any liability by reason of having performed such duties. No Manager of the Company, in any way, guarantees the return of any Member's Capital Contributions or a profit for the Members from the operations of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by such Manager.

6.5 The Managers Have No Exclusive Duty to Company. The Managers shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor the Managers shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the other or to the income or proceeds derived therefrom. The Managers shall not incur any liability to the Company or to the Members as a result of engaging in any other business or venture.

6.6 Liability of the Members and the Managers. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither any Member nor the Managers shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or a Manager of the Company.

6.7 Indemnity of Members, Managers, Employees and Other Agents. To the maximum extent permitted under Massachusetts law, the Company shall indemnify and advance expenses to the Members and the Managers for all costs, losses, liabilities and damages paid or accrued by such Members and Managers in connection with the management of the business of the Company. The Company shall indemnify and advance expenses to employees and other agents who are not Members or Managers to the fullest extent permitted by law, provided that such indemnification and advancement of expenses in any given situation is approved or ratified by the Managers.

6.8 Certain Expenses. All reasonable and necessary expenses incurred by the Members or Managers in connection with the Company's business shall be paid by the Company or reimbursed to the Members and Managers by the Company. Any such expenses, including loans made by Members to the Company, shall be paid prior to any distributions to the Members.

6.9 Insurance. The Company may, upon a determination by the Managers, purchase and maintain insurance on behalf of the Managers or any employee or agent (collectively "Agent") of the Company against any liability which might be asserted against or incurred by the Managers or Agent in such capacity, or which might arise out of the Managers' or Agent's status as such, regardless of whether the Company would have the power to indemnify the Managers or Agent against that liability.

Section 7. Capital Contributions; Capital Accounts.

7.1 Capital Contributions. The Members have made the initial capital contributions to the Company as set forth on Schedule A. The initial capital contribution to be credited to the Members shall also include all amounts paid by the Members in connection with the formation and start-up of the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by him or it or to receive any other payment in respect of his or its interest in the Company (including, without limitation, upon withdrawal from the Company), except as specifically provided in this Agreement.

7.2 Capital Accounts. A capital account shall be established and maintained for each Member. The capital accounts of the Members shall be initially credited with each Member's initial capital contribution and (i) shall be increased by the amount of the any additional capital contributions and allocations to such Member of profits, (ii) shall be decreased by any distributions to the Member and allocations to such Member of losses, and (iii) shall otherwise be appropriately adjusted to reflect the transactions of the Company and the Members in accordance with the Company's method of accounting and as required for allocation of profits and losses to have substantial economic effect for income tax purposes.

Section 8. Distributions of Cash. Allocations of Profits and Losses.

8.1 Determination of Profits and Losses. Profits and losses shall mean net income and net loss as determined by the books and records of the Company which shall be kept in accordance with generally accepted accounting principles and the Internal Revenue Code ("the Code").

8.2 Distributions. Distributions of cash or other assets of the Company shall thereafter be made to the Members at such times, in such amounts and based on the Percentage Interests, as provided for in this Agreement, as decided by the Managers or upon the written Consent of the Members.

Section 9. Books and Records; Bank Account.

9.1 Maintenance of Books and Records. The Managers shall cause the Company to maintain appropriate books and records with respect to the operations of the Company in accordance with generally accepted accounting principles and the Act. There shall be kept at the principal office of the Company the following documents:

(a) the names and business or residence addresses of the Members and their Capital Contribution and Percentage Interest;

(b) a copy of the Certificate of Organization and this Agreement and any amendments thereto;

(c) copies of the Company's federal, state, and local income tax or information returns;

(d) copies of the financial statements of the Company;

(e) originals or copies of all minutes, actions by written consent, consents to action, Members' actions and consents; and

(f) any other information required to be maintained by the Company pursuant to the Act.

9.2 Tax and Financial Matters. The Managers shall be responsible for preparing or causing to be prepared all tax and accounting records for the Company. The Managers shall appoint the accountants to be engaged by the Company. Steven Selby shall be the "tax matters member" of the Company until removed by the Consent of the Members or until such Manager resigns, becomes incapacitated or dies, whichever occurs first. The cost of preparing the Company's tax return shall be paid by the Company as a Company expense.

9.3 Accounting Basis and Fiscal Year. The books of account of the Company shall be kept on the tax basis of accounting, or on such other method of accounting as the Managers may from time to time determine. The fiscal year of the Company shall be the calendar year or such other year as the Members holding a majority of the aggregate Percentage Interests in the Company may from time to time determine.

9.4 Tax Reporting Information. Within ninety (90) days after the end of each fiscal year, the Managers shall furnish to the Members such information as may be needed to enable the Members to file their Federal income tax return, any required state income tax return and any other reporting or filing requirements imposed by any governmental agency or authority.

9.5 Expenses. All Company accounting costs and the cost of all reporting required under this Section 9 shall be paid by the Company as a Company expense.

9.6 Bank Accounts. All funds of the Company shall be deposited in the Company's name in such banks as determined by the Managers. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Company, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Managers. All such amounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Managers for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the Company, and no other funds shall in any way be commingled with such funds.

Section 10. Transfer and Assignment of Members' Interests

10.1 Transfers of Members' Interests. Except as hereinafter set forth, no Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's Percentage Interest in the Company or any part thereof, or in all or any part of the assets of the Company, without the written Consent of Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

10.2 Substitution. No assignee or transferee of the interest of a Member may be substituted as a substitute Member of the Company without the written Consent of Members. An assignee or transferee who is not admitted as a substitute Member shall have the right to receive the share of capital, profits and losses and distributions to which his predecessor in interest was entitled, but shall have no other rights of a Member.

10.3 Transfers to Permitted Transferees. For purposes of this Section 10, the restriction on the transfer or assignment of a Member's Percentage Interest shall not apply to transfers or assignments to (i) the Initial Members or (ii) to the transferring Initial Member's respective immediate family, including his or her spouse, parents, siblings, and children, or a trust, corporation, or other entity established by of for the benefit of said Initial Member. Any such Permitted Transferee shall be treated as a Substitute Member and hold the Percentage Interest so acquired subject to the terms of this Agreement.

10.4 Transfers as a Result of Death. In the event of the death of an Initial Member and said deceased Initial Member's Percentage Interest in the Company is transferred or assigned to a Permitted Transferee, then said Permitted Transferee of said deceased Initial Member's Percentage Interest in the Company shall be treated as a Substitute Member and hold the Percentage Interest so acquired subject to the terms of this Agreement. In all other instances following the death of an Initial Member or the death of a Member other than one of the Initial Members, the transferee of such deceased Member's interest in the Company as a result of said death shall be permitted to hold said deceased Member's Percentage Interest in the Company in accordance with the provisions of Section 10.2 but shall not be treated as a Substitute Member.

Section 11. Dissolution.

11.1 Except as provided in Section 11.2, the Company shall have perpetual existence.

11.2 Events of Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of the following:

(a) the written consent of all of the Members to dissolve the Company; or

(b) the occurrence of any of event requiring a dissolution pursuant to the Act.

11.3 Conduct of Business. Upon the occurrence of any of the events specified above, the Managers, or a liquidator appointed by the Managers, shall wind up all Company business and affairs. Notwithstanding the dissolution of the Company, the Company shall continue to exist and be governed by this Agreement until a Certificate of Cancellation has been filed with the Secretary of State and the assets of the Company shall have been distributed as provided herein.

11.4 Distribution of Net Proceeds. Upon the occurrence of any of the events specified above and the completion of the winding up all Company business and affairs, the assets of the Company shall be promptly liquidated and distributed in the following order:

(a) to the payment of creditors, excluding the Members, in the order of priority as provided by law;

(b) to the payment of loans or advances made by the Members;

(c) to the Members in accordance with their respective Percentage Interests.

Where the distribution consists both of cash and noncash assets, the cash shall be distributed first, in descending order, to the above categories. With respect to the noncash assets, which distribution values are to be based on the fair market value of the noncash asset as determined in good faith by the Managers, the Managers may sell the noncash assets and distribute the cash proceeds or distribute the assets in kind, in descending order, to the above categories.

11.5 Termination. The Company shall be terminated upon the distribution of all assets. The Managers shall cause the cancellation of the Certificate of Organization by filing a Certificate of Cancellation with the Secretary of State.

Section 12. General Provisions.

12.1 Execution of Instruments. The Manager and any designated persons listed with the Secretary of State are authorized to execute any documents to be filed with the Secretary of the Commonwealth of Massachusetts. Steven Selby and any designated person listed with the Secretary of State are authorized to execute any recordable instrument affecting an interest in real property.

12.2 Amendment. This Agreement may be amended from time to time by the written Consent of the Members; provided, however, that no amendment shall increase the liability or the obligations of the Managers without the prior approval of the Managers.

12.3 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

12.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.5 Successor and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to the Members, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

12.6 Construction. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

12.7 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12.8 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member of the Company.

IN WITNESS WHEREOF, the Members and the Manager have executed this Agreement as of the day first above written.

MEMBERS:

STEVEN SELBY

SCOTT MOORE

JOSEPH SELBY

MANAGER:

STEVEN SELBY

STANDARD NATURALS LLC
(a Massachusetts limited liability company)

SCHEDULE A TO OPERATING AGREEMENT

Name and Address of Members	Number of Units	Initial Capital Contribution	Percentage Interest
Steven Selby 296 Main Street Everett, MA 02149	33.33	$ 100,000	33.33%
Scott Moore 296 Main St Everett MA 02149	33.33	$ 100,000	33.33%
Joseph Selby 296 Main St Everett MA 02149	33.33	$ 100,000	33.33%

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

mass.gov/dor

Letter ID: L0468969792
Notice Date: January 8, 2021
Case ID: 0-000-801-531

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

STANDARD NATURALS, LLC
296 MAIN ST
EVERETT MA 02149-5706

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, STANDARD NATURALS, 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 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

March 23, 2021

TO WHOM IT MAY CONCERN:

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

STANDARD NATURALS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 14, 2019.**

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

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

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **STEVEN SELBY, LARRY BURAK, JEFFREY P. GOLDBERG**

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

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

Processed By:TAA

SUMMARY BUSINESS PLAN

Business Description

Standard Naturals, LLC plans to operate a retail recreational cannabis store in our new state-of-the-art building to be built at 325 Bennett Highway in Malden Massachusetts. We will be doing business as East Coast Cannabis and have owners with decades of experience selling regulated and controlled alcoholic beverage products to the public. In addition, we will be working with an established cannabis cultivator and retail operating entity with a proven track record in Massachusetts.

Market Analysis

Standard Naturals, LLC believes that significant latent demand exists for consumption of adult-use cannabis products in Massachusetts. The wide acceptance of the recreational cannabis marketplace to date supports this thesis. Analysis of similar models in the other states that have legalized recreational cannabis proves the model. In fact, the pace of adult-use cultivation and manufacturing capacity expansion will not match the demand for cannabis products in the near to medium term. Because of these market conditions, Standard Naturals, LLC believes that additional cultivation and manufacturing capacity is required to satisfy the growing demand for regulated cannabis products in Massachusetts. Our existing relationship with a Massachusetts cannabis manufacturer will assist in our ability to service all of our potential customers.

Organization Management

Standard Naturals, LLC will be owned by three businessmen from the local area who have been involved in the retail alcoholic beverage business their entire life. This wealth of knowledge of selling controlled substances, along with their business acumen will drive the success of this new venture. These gentlemen will be splitting their expertise into three distinct areas; retail operations, product procurement, and business management.

Standard Naturals, LLC will be working with Sira Naturals a company well respeced in Massachusetts for the following business units: cultivation, flower processing, extractions, infusions, packaging, logistics, and retail. The complexity of the business necessitates an integrated management structure. Each department is headed by an area expert who reports up to a Vice President. Vice Presidents are grouped into the areas of sales, production, and business systems and analytics. Vice Presidents report to a Chief Operating Officer who reports to the Chief Executive Officer.

Sales Strategies

Regulated cannabis market participants will compete on quality, price, location, and service support of their product mix. Moreover, Standard Naturals, LLC believes that success in this market depends on public participation with the broad cannabis stakeholder community to ensure a strong and well-regulated industry in Massachusetts. Standard Naturals, LLC plans to initially enter the adult-use marketplace as a retailer of recreational cannabis and cannabis manufactured products. Standard Naturals, LLC will leverage existing relationships with Massachusetts manufacturers and build relationships with new product manufacturers as they are licensed by the Commission.

Funding Requirements

Standard Naturals, LLC will fund its operations with cash flows generated by operations, and any cash infusions required of the ownership team.

Standard Naturals, LLC

Plan for Obtaining Liability Insurance

I. Purpose

The purpose of this plan is to outline how Standard Naturals LLC ("SN") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

SN has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

III. Plan

1. Once SN receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.

    a. SN will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually.
    b. The deductible for each policy will be no higher than $5,000 per occurrence.
    c. Vehicles used for pick-up and delivery shall carry liability insurance in an amount not less than $1,000,000 combined single limit.

2. In the event that SN cannot obtain the required insurance coverage, SN will place a minimum of $250,000 in an escrow account. These funds will be used solely for the coverage of these liabilities.

    a. SN will replenish this account within ten business days of any expenditure.

3. SN will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

Separating Recreational from Medical Operations

Standard Naturals, LLC ("SN") does not intend to sell medical marijuana or marijuana products to registered qualifying patients at this time. As a result, SN will not need to separate its recreational operations from its medical operations because it will only be conducting retail recreational operations.

Maintaining Financial Records

Standard Naturals, LLC ("SN") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

SN will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(5)(d). SN will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). SN will conduct a monthly analysis or its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. SN will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If SN determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(5)(e), SN will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

SN financial records will be available for inspection by the Commission, upon request. The financial records will be maintained in accordance with generally accepted accounting principles. Following the closure of SN, all records will be kept for at least two years at the expense of SN and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

Procedures for Quality Control and Testing

Pursuant to 935 CMR 500.160, Standard Naturals, LLC ("SN") will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. SN will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by SN for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to SN by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). SN will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), SN will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food,* and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.* In addition, SN's policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), SN will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. SN will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. SN storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The SN storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

SN has a Quality Manager who will oversee the manufacturing at the SN facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160 SN grow areas are monitored for temperature, humidity, and CO2 levels this monitoring helps reduce the risk of crop failure. Ethical pest management procedures are utilized to naturally maintain a pest free environment alongside our True Living Organics ('TLO") growing method.

All Marijuana Infused Products ("MIPs") are produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All SN agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.* All SN agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough handwashing. The

hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

SN will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

Pursuant to 935 CMR 500.105(3)(b)(11), SN's water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements of 935 CMR 500.105(3)(b)(12) will be met through adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the SN facility. SN will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Our quality assurance manager will ensure all batches of Marijuana and MIPs will be tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Department, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1).
All testing results will be maintained by SN for no less than one year in accordance with 935 CMR 500.160(3). Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Qualifications and Training

Pursuant to 935 CMR 500.105(2)(a) Standard Naturals, LLC ("SN") will ensure all dispensary agents complete training prior to preforming job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with SN. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of SN that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. SN will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, and key state and local laws.

All employees will be registered as agents, in accordance with 935 CMR 500.030. All SN employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of SN shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in dispensary agents file. Training records will be retrained by SN for at least one year after agents' termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Personnel Policies Summary

It is Standard Naturals, LLC ("SN") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. SN will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by SN to be involved in discriminatory practices are subject to disciplinary action and may be terminated. SN strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of SN that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. SN will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

SN will maintain records of compliance with all training requirements pursuant to 935 CMR 500.105(2). The records will be maintained for four years and SN will make the records available for inspection upon request. All of our employees who are agents of the adult use marijuana establishment and the MTC at our CMO location will receive the training required for each license under which the agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an agent to participate in more than 8 hours of training.

All SN policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(i) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(k). SN will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(l). SN will enforce a policy for the immediate dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to a minor according to 935 CMR 105(1)(m).

All SN employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by SN and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

Record Keeping Procedure

Standard Naturals, LLC, ("SN") records will be available to the Cannabis Control Commission ("CCC') upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

SN will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. SN will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, SN 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 the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. SN will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with SN, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of SN and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of SN will be available for inspection by the Commission upon request. SN's records will be maintained in accordance with generally accepted accounting principles. SN will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

Energy Compliance Plan

At all times, Standard Naturals, LLC ("SN") Marijuana Establishment will satisfy minimum energy efficiency and conservation standards as required by the Commission and in accordance with 935 CMR 500.105(15). SN will strive to reduce energy demand, including by not limited to, the following:

- Use of natural lighting where feasible and compliant with CCC regulations;
- Replacement of the garage doors with high performance low-E glazing
- Insulate remaining walls and the ceiling to meet or exceed the Energy Code for commercial buildings.
- Purchase and installation of LED lights, where feasible;
- Utilization of advanced and energy efficient HVAC systems;
- Energy efficient cooling tower;
- Hot water tank with hybrid design to enhance overall energy efficiency.
- Insulated glazing;
- Strategies to reduce electric demand (such as lighting schedules, active load
- management, and energy storage).
- New building insulation, where feasible.

The project will be in compliance with the International Building Code's requirements for sustainable and energy conservation in construction. SN will work closely with the utility to create and execute an energy savings plan, including:

- Understanding of how we consume energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Solicit customized energy improvement recommendations from professionals and determine how and if such recommendations can be incorporated into our business plan; and
- Identify cost incentives through utility energy programs, such as Mass Save programs to explore financial incentives for energy efficiency and demand reduction measures.

Standard Naturals, LLC
Management and Operations Profile
Operating Policies and Procedures

Restricting Access to Age 21 or Older

Pursuant to 935 CMR 500.140(2), upon entry into the premise of Standard Naturals, LLC ("SN") by an individual, an SN agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. All employees and registered agents must be 21 years of age or older.

SN's management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of SN are 21 years of age or older (except in the case of a Registered Qualifying Patient with the Massachusetts Medical Use of Marijuana Program in possible of a valid Program Identification from the Cannabis Control Commission). All consumers entering the facility must be 21 years of age or older because the establishment is not co-located with a Medical Marijuana Treatment Center.

To verify an individual's age, a SN Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver's license; Massachusetts issued ID card; Out-of-state driver's license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by SN. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

SN will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and compete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

SN will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by SN employees while at the facility or engaged in transportation. SN will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years or age or older.

While at the facility or transporting marijuana for the facility all SN Agents must carry their valid Agent Registration Card issued by the Commission. All SN Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the SN facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to SN upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by SN, agents of the Commission, state and local law enforcement and emergency personnel. All SN employees will visibly display an employee identification badge issued by SN at all times while SN's Marijuana Establishments or transporting marijuana.

Diversity Plan

I. Intent

Standard Naturals, LLC ("SN") is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful SN will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

II. Purpose

SN's Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

SN's Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

Any actions taken, or programs instituted, by SN will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

III. Proposed Initiatives, Goals and Metrics

GOAL 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce.

Proposed Initiative: As part of its hiring plan, SN will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, 10% veterans, people with 5% disabilities, and 10% LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. Hiring opportunities will be posted as needed to fulfill the company's hiring needs. To achieve this goal, SN will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as Masshire Career Center;
- Post hiring needs in a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);

- Attend community group meetings in and around Malden and Revere, at least two annually, to introduce SN and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

SN will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. SN will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with SN. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: SN will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. SN will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of SN. SN will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, SN will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

GOAL 2: Ensure that at least 25% participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Proposed Initiative: To accomplish this goal, SN will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and LGBTQ+ individuals. (herein referred to as Plan Populations).

Metrics and Evaluation: SN will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. SN will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, SN will post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com and attend community group meetings, at least two annually, to introduce SN and address the existing hiring needs to attract a diverse array of suppliers. SN will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, SN will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with SN. SN's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services. SN will assess these percentages annually and will be

able to demonstrate and document to the Commission the progress or success will be documented one year from provisional licensure.

IV. Conclusion

SN will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by SN will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.