



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281804
Original Issued Date: 10/29/2019
Issued Date: 10/08/2020
Expiration Date: 10/29/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Liberty Market

Phone Number: 603-340-6539 Email Address: kendebbie4@comcast.net

Business Address 1: 35 North Main Street Business Address 2:

Business City: Lanesborough Business State: MA Business Zip Code: 01237

Mailing Address 1: 10 West Street Mailing Address 2:

Mailing City: Allenstown Mailing State: NH Mailing Zip Code: 03275

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: 95 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Kenneth Last Name: Crowley 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: 5

Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Russell

Last Name: Stewart

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

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Russell

Last Name: Stewart

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$600000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Kenneth

Owner Last Name: Crowley

Owner Suffix:

Entity Legal Name: Herbal Pathways LLC

Entity DBA:

Entity Description: Dept. of Health and Human Services Maine Medical Use of Marijuana Program Caregiver

Entity Phone: 603-340-6539

Entity Email:

Entity Website:

kendebbie4@comcast.net

Entity Address 1: 472 River Road

Entity Address 2:

Entity City: Lebanon

Entity State: ME

Entity Zip Code: 04027

Entity Country: USA

Entity Mailing Address 1: 10 West Street

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: NH

Entity Mailing Zip Code:

Entity Mailing Country:

Allenstown

03275

USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Kenneth

Last Name: Crowley

Suffix:

Marijuana Establishment Name: Herbal Pathways LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Pittsfield

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 35 N. Main Street

Establishment Address 2:

Establishment City: Lanesborough

Establishment Zip Code: 01237

Approximate square footage of the establishment: 3000

How many abutters does this property have?: 46

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Lib Mkt Lanes HCA Exhibit 6A Host Community Agreement Certification Form Lanesborough.pdf	pdf	5bb0ddddd4422954c41f54ea6	09/30/2018
Community Outreach Meeting Documentation	COM Form Lanesbo.pdf	pdf	5bb0dee2ae24c04c4b19a96e	09/30/2018
Community Outreach Meeting Documentation	Lib Mkt Lanes Municipal Notice Exhibit 8A Attachment B Meeting attB Lanes.pdf	pdf	5bb0f55c2c8858559aa316c5	09/30/2018
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Lib Mkt Final.pdf	pdf	5bd1d0e6e18b8a04881dc6be	10/25/2018
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5bd719f7813a010d917abb70	10/29/2018
Community Outreach Meeting Documentation	Attachment A LM newspaper notice.pdf	pdf	5cd709a133099617d7940eab	05/11/2019
Community Outreach Meeting Documentation	Town List of Abutters they mailed at 500 feet.pdf	pdf	5ce00c9aacc50017edd5f322	05/18/2019
Community Outreach Meeting Documentation	Proof Town Mailed all Abutters.pdf	pdf	5ce00cb564ca8317f4fc810e	05/18/2019
Community Outreach Meeting Documentation	Town Letter to the CCC.pdf	pdf	5ce00f1c624ce5135e922f75	05/18/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	LM Positive Impact Plan.pdf	pdf	5cded8f1c70e2b132b311db4	05/17/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Kenneth

Last Name: Crowley Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Lib Mkt LLC Bylaws Exhibit 2 PDF.pdf	pdf	5bb104a12c8858559aa316d7	09/30/2018
Department of Revenue - Certificate of Good standing	Lib Mkt Cert of Good Standing Exhibit 12A DOR GS Liberty Market.pdf	pdf	5bb105548e8761559496ae8b	09/30/2018
Secretary of Commonwealth - Certificate of Good Standing	Lib Mkt Cert of Org LLC Exhibit 11A Liberty Good Standing.pdf	pdf	5bb105d45d207955c2da6d6a	09/30/2018
Articles of Organization	Lib Mkt Art of Org.pdf	pdf	5d024a2b622b7c1357f71b52	06/13/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Department of Unemployment Assistance.pdf	pdf	5f2aa8bda23bf56860679847	08/05/2020
Department of Revenue - Certificate of Good standing	DOR 8.7.20.pdf	pdf	5f315cd9f4c60d645c964b29	08/10/2020
Secretary of Commonwealth - Certificate of Good Standing	20200810_062908.jpg	jpeg	5f315d28193ee2646b47a661	08/10/2020

Massachusetts Business Identification Number: 001328439

Doing-Business-As Name: Liberty Market LLC

DBA Registration City: Lanesborough

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Lib Mkt Lanes Insurance Quote.pdf	pdf	5bb7af0ba5b0140c1e4b8d4b	10/05/2018
Plan for Liability Insurance	Liberty Market LLC Insurance Proposal.pdf	pdf	5bbcad88266760285ba67ca	10/09/2018
Business Plan	Business Plan Summary LM.pdf	pdf	5ce29a0e64ca8317f4fc849e	05/20/2019
Proposed Timeline	Untitled document (1).pdf	pdf	5f2ab87ca23bf56860679881	08/05/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	LM Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	5cd70b1941a4321320f24274	05/11/2019
Restricting Access to age 21 and older	LM Restricting Access to age 21 and older.pdf	pdf	5cd70b3bacc50017edd5e398	05/11/2019
Storage of marijuana	LM Storage of Marijuana Plan.pdf	pdf	5cd70bef748dc71348c3449e	05/11/2019
Transportation of marijuana	LM Transportation Plan.pdf	pdf	5cd70c13fe6a8617e208a5f2	05/11/2019
Quality control and testing	LM Quality Control and Testing Procedures.pdf	pdf	5cd70c2a50e7af1803c1b2ac	05/11/2019
Dispensing procedures	LM Dispensing Procedures.pdf	pdf	5cd70c47722cea17c125c90d	05/11/2019
Personnel policies including background checks	LM Personnel Policies.pdf	pdf	5cd70c5f13edb917cc1f90d9	05/11/2019
Prevention of diversion	LM Prevention of Diversion Plan.pdf	pdf	5cd70ecf748dc71348c344a4	05/11/2019
Record Keeping procedures	LM Recordkeeping Procedures.pdf	pdf	5cd71676748dc71348c344b3	05/11/2019
Maintaining of financial records	LM Maintaining of Financial Records.pdf	pdf	5cd7180013edb917cc1f90ea	05/11/2019
Qualifications and training	LM Qualifications and Training.pdf	pdf	5cd838b833099617d7940f3c	05/12/2019
Security plan	LM Security Plan.pdf	pdf	5cdec027748dc71348c35223	05/17/2019
Inventory procedures	LM Inventory Procedures and Waste Management.pdf	pdf	5cded23a722cea17c125d72c	05/17/2019
Energy Compliance Plan	LM Recycling SOP.pdf	pdf	5f315ffff4c60d645c964b4a	08/10/2020
Diversity plan	LM Diversity Plan 2.0.pdf	pdf	5f6b6fde7e8b3807d9e5e02d	09/23/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Colocated.pdf	pdf	5f2ab90aead5bc6434e3a434	08/05/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Colocated 2.pdf	pdf	5f2ab94e17c8fd645570819d	08/05/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: 1. Reduction of barriers in the commercial adult-use cannabis industry

Progress or Success Goal 2

Description of Progress or Success: 2. Providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers in disproportionately impacted areas, specifically Pittsfield and North Adams

Progress or Success Goal 3

Description of Progress or Success: Updated and Amended Positive Impact Plan

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Liberty Market's recruitment efforts will be designed to reduce bias and maintain a steady flow

of qualified, diverse applicants. Liberty Market will increase the number of individuals falling into the above-listed demographics in the establishment and provide tools to ensure their continued success. The company will do so in several ways, including:

- Hosting career fairs and training sessions on how to enter and advance in the Massachusetts cannabis industry at least twice per year in underrepresented and minority communities
- Developing relationships with organizations serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals;
- Encouraging employees from diverse groups to refer applicants for employment;
- Utilize suppliers who are also committed to diversity and inclusion;
- Sponsoring equity and diversity awareness events at least once per year

HOURS OF OPERATION

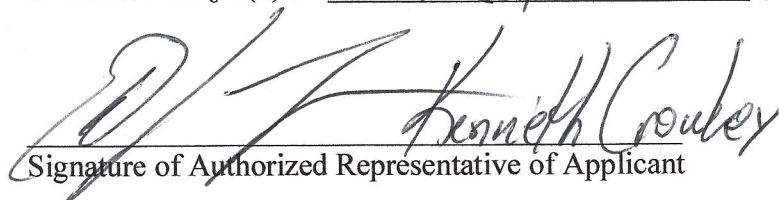
Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 12:00 PM	Sunday To: 5:00 PM

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

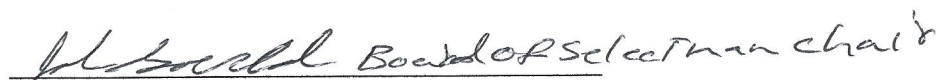
Applicant

I, Kenneth Crowley, (*insert name*) certify as an authorized representative of Liberty Market LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Lanesborough (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 25, 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, JOHN GOERLACH, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF LANESBOROUGH (*insert name of host community*) to certify that the applicant and TOWN OF LANESBOROUGH (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on JUNE 25, 2018 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Kenneth Crowley, (insert name) attest as an authorized representative of Liberty Market LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on July 10, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on June 28, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on June 27, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on June 27, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

NOTICE OF COMMUNITY OUTREACH MEETING
Liberty Market LLC

Notice is hereby given that Liberty Market LLC. will hold a Community Outreach Meeting on **July 10, 2018** at the **community room in the Lanesborough Town Hall, 83 N. Main Street, Lanesborough, MA 01237** between 6:00pm and 7:00pm to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Lanesborough.

Liberty Market LLC. intends to apply for a license to operate for the following Adult use Marijuana Establishment license: retail sales of marijuana to be located at 126 South Main Street, Lanesborough, MA 01237 in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commissions regulations at 935 CMR 500.000 *et seq.*

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

1. The types of Adult Use Marijuana Establishment to be located at the proposed address
2. Plans for maintaining a secure facility
3. Plans to prevent diversion to minors
4. Plans to positively impact the community
5. Plans to ensure the establishment will not constitute a nuisance to the community

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

A copy of this notice has been published in the local newspaper at least 7 calendar days prior to the meeting and filed with the Town Clerk of Lanesborough. This notice was also mailed at least 7 calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Liberty Market LLC

Ken Crowley

CEO

RECEIVED
JUL - 2 2018
BY: RK 12:00 PM

Liberty Market LLC Lanesborough: Plan to Remain Compliant with Local Zoning

Liberty Market LLC attests that it will, through its operation of a retail establishment in the town of Lanesborough, MA, follow and remain compliant with all local zoning requirements, including but not limited to the following sections of the Lanesborough Zoning Bylaw:

Section IV; Use Regulations (A) USES PERMITTED

Section IV; Use Regulations (B) USES REQUIRING SPECIAL PERMITS

Section IV; Use Regulations (C) DISTRICTS PERMITTED USES

Section IV; Use Regulations (D) PERFORMANCE STANDARDS (1-6) Section VIII; Special Provisions (B) PARKING REQUIREMENTS (5-8)

Section VIII; Special Provisions (C) OFF-STREET LOADING REQUIREMENTS Section VIII; Special Provisions (D) SIGNS

As Liberty Market LLC has been granted a host agreement by the town of Lanesborough, we plan to follow the use regulations for permitted use at our 126 Main Street location, performance standards for security and fire, and special provisions for parking, loading, signs, etc. We will also communicate with the planning board and other departments at least once a year, if not more frequently, to remain updated and compliant with any changes or additions to local zoning.



Commonwealth of Massachusetts
Town of Lanesborough

Newton Memorial Town Hall
Post Office Box 1492
83 North Main Street
Lanesborough, MA 01237
Tel. (413) 442-1167
FAX (413) 443-5811
www.lanesborough-ma.gov

June 27, 2018

Mr. Ken Crowley, CEO
Liberty Market, LLC
10 West Street
Allentown, NH 03275

Dear Mr. Crowley:

Enclosed please find the original Host Community Agreement between the Town of Lanesborough and Liberty Market, LLC which has been executed by the Town's Board of Selectmen together with the original Host Community Agreement Certification Form.

The Town has posted notice of the Community Outreach Meeting which will take place on July 10, 2018 at 6:00 p.m. in the Community Room at Town Hall at 83 North Main Street and has also mailed notices to all abutters within 500 feet of the establishment.

It has been a pleasure working with you to bring this business into the Town and I wish you luck in the future.

Thank you.

Sincerely,

Paul Sieloff,
Town Manager
/dps
Encs.

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Liberty Market LLC

Ken Crowley

CEO



500 foot Abutters List Report

Lanesborough, MA
June 26, 2018

NOTICES
MAILED 6/27/18

Subject Property:

Parcel Number: 108 32
CAMA Number: 108 32
Property Address: 126 SOUTH MAIN ST

Mailing Address: COSTI LOUIS A COSTI JOY C
611 LANESBORO RD
CHESHIRE, MA 01225

Abutters:

Parcel Number: 108 19
CAMA Number: 108 19
Property Address: 71 SOUTH MAIN ST

Mailing Address: GODFREY CLIFFORD F
PO BOX 821
LANESBOROUGH, MA 01237

Parcel Number: 108 20
CAMA Number: 108 20
Property Address: 87 SOUTH MAIN ST

Mailing Address: PARZICK SHAUN S GABLE KELLY A
25 GROVE AVE
PITTSFIELD, MA 01201

Parcel Number: 108 21
CAMA Number: 108 21
Property Address: 105 SOUTH MAIN ST

Mailing Address: PATERSON JEFFREY D
PO BOX 383
LANESBOROUGH, MA 01237-0383

Parcel Number: 108 22
CAMA Number: 108 22
Property Address: 121 SOUTH MAIN ST

Mailing Address: DOWLING JAMES E DOWLING MARY E
121 SOUTH MAIN ST
LANESBOROUGH, MA 01237

Parcel Number: 108 23
CAMA Number: 108 23
Property Address: 125 SOUTH MAIN ST

Mailing Address: JACGAR NOMINEE TRUST JOHN I
CASEY TRUSTEE
128 RIDGE AVE
PITTSFIELD, MA 01201

Parcel Number: 108 24
CAMA Number: 108 24
Property Address: 151 SOUTH MAIN ST

Mailing Address: CARRON WENDY M LUBIN DAVID A
PO BOX 1614
LANESBOROUGH, MA 01237-1614

Parcel Number: 108 25
CAMA Number: 108 25
Property Address: 171 SOUTH MAIN ST

Mailing Address: LINDHARDT HEATHER L
171 SOUTH MAIN ST
LANESBOROUGH, MA 01237

Parcel Number: 108 26
CAMA Number: 108 26
Property Address: 175 SOUTH MAIN ST

Mailing Address: BYRNES LARRY
67 JOHNSON ROAD
COLUMBIA, CT 06237

Parcel Number: 108 28
CAMA Number: 108 28
Property Address: 180 SOUTH MAIN ST

Mailing Address: LANESBOROUGH VOLUNTEER
FIREMANS ASSOCIATION INC
SOUTH MAIN STREET
LANESBOROUGH, MA 01237

Parcel Number: 108 29
CAMA Number: 108 29
Property Address: 172 SOUTH MAIN ST

Mailing Address: BENTZ JOHN J BENTZ LINDA A
172 SO MAIN ST
LANESBOROUGH, MA 01237



www.cai-tech.com

6/26/2018

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 2



500 foot Abutters List Report

Lanesborough, MA

June 26, 2018

Parcel Number: 108 30
CAMA Number: 108 30
Property Address: 164 SOUTH MAIN ST

Mailing Address: DECHAI NE MARY C
BOX 1509
LANESBOROUGH, MA 01237

Parcel Number: 108 31
CAMA Number: 108 31
Property Address: 162 SOUTH MAIN ST

Mailing Address: LANESBORO LIQUOR REALTY LLC
162 SOUTH MAIN ST
LANESBOROUGH, MA 01237

Parcel Number: 108 33
CAMA Number: 108 33
Property Address: 114 SOUTH MAIN ST

Mailing Address: MYERS THOMAS R MYERS PATRICIA A
PO BOX 1562
LANESBOROUGH, MA 01237

Parcel Number: 108 34
CAMA Number: 108 34
Property Address: 96 SOUTH MAIN ST

Mailing Address: BURKE DAVID A 1/2 BURKE RENEE M
1/2 JT
96 SOUTH MAIN ST
LANESBOROUGH, MA 01237

Parcel Number: 108 35
CAMA Number: 108 35
Property Address: 86 SOUTH MAIN ST

Mailing Address: ADVANCE MATERIALS CORP
86 SOUTH MAIN ST. PO BOX 1680
LANESBOROUGH, MA 01237

Parcel Number: 108 36
CAMA Number: 108 36
Property Address: 9 PUTNAM RD

Mailing Address: OLD WILLIAMSTOWN REALTY LLC
21 OLD WILLIAMSTOWN ROAD
LANESBOROUGH, MA 01237

Parcel Number: 108 37
CAMA Number: 108 37
Property Address: PUTNAM RD

Mailing Address: WILLIAMS AARON M
PO BOX 464
LANESBOROUGH, MA 01237

Parcel Number: 108 39
CAMA Number: 108 39
Property Address: 51 MEADOW LN

Mailing Address: WILLIAMS VICTORIA E
P O BOX 464
LANESBOROUGH, MA 01237

Parcel Number: 108 61
CAMA Number: 108 61
Property Address: SOUTH MAIN ST

Mailing Address: KRISTENSEN ERIK J SR
PO BOX 788
LANESBOROUGH, MA 01237

Parcel Number: 235 2.3
CAMA Number: 235 2.3
Property Address: STORMVIEW RD

Mailing Address: B & E LAND DEVELOPMENT LLC
721 SOUTH MAIN STREET
LANESBOROUGH, MA 01237

Parcel Number: 235 3
CAMA Number: 235 3
Property Address: STORMVIEW RD

Mailing Address: WILSON DAVID WHITING WILSON
SHERRI PUGH
425 SUMMER ST
LANESBOROUGH, MA 01237

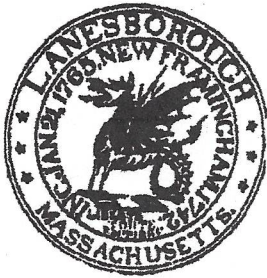


www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

6/26/2018

Page 2 of 2



Commonwealth of Massachusetts
Town of Lanesborough

Newton Memorial Town Hall
Post Office Box 1492
83 North Main Street
Lanesborough, MA 01237
Tel. (413) 442-1167
FAX (413) 443-5811
www.lanesborough-ma.gov

June 27, 2018

Mr. Ken Crowley, CEO
Liberty Market, LLC
10 West Street
Allentown, NH 03275

Dear Mr. Crowley:

Enclosed please find the original Host Community Agreement between the Town of Lanesborough and Liberty Market, LLC which has been executed by the Town's Board of Selectmen together with the original Host Community Agreement Certification Form.

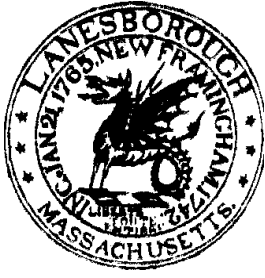
The Town has posted notice of the Community Outreach Meeting which will take place on July 10, 2018 at 6:00 p.m. in the Community Room at Town Hall at 83 North Main Street and has also mailed notices to all abutters within 500 feet of the establishment.

It has been a pleasure working with you to bring this business into the Town and I wish you luck in the future.

Thank you.

Sincerely,

Paul Sieloff,
Town Manager
/dps
Encs.



Commonwealth of Massachusetts
Town of Lanesborough

Newton Memorial Town Hall
Post Office Box 1492
83 North Main Street
Lanesborough, MA 01237
Tel. (413) 442-1167
FAX (413) 443-5811
www.lanesborough-ma.gov

January 29, 2019

Cannabis Control Commission
101 Federal Street, 13th floor,
Boston, MA 02110

Dear Commissioners,

Liberty Market LLC (Liberty) entered into a host agreement with the Town of Lanesborough back in June of last year. Liberty subsequently submitted their application to the Commonwealth. Lanesborough is anxiously awaiting the approval of Liberty's license.

Lanesborough is an economically depressed municipality with a failed mall and the second highest tax rate in Berkshire County. The cost of the school system consumes over 52% of the town's budget. As such we are valiantly seeking ways to continue the educational opportunities of our children without driving our seniors out of town.

Liberty coming to operate in Lanesborough will provide some relief to our residents in the way of easing some of the tax burden on the town through the fees agreed to in the Host Agreement.

Liberty is in good standing with the town and has done everything we have required and or requested. Liberty has shown itself to be knowledgeable and responsible to date and we anticipate they will be a good partner with the Town.

Lanesborough and its representatives would like encourage your speedy favorable review of the Liberty Market LLC application resulting in approval of their application.

Sincerely,

Kelli A. Robbins, Esq.
Town Manager

Liberty Market

Application #: MRR205613

Municipal Cost Documentation Field and this Field is Required

Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.

The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.

Licensees are strongly encouraged to review the Commission's Guidance on Licensure for information on how to comply with this requirement.

Response:

As no funds have been remitted to the town, no such records exist or have been requested. The facility is not yet operational.

Plan to Positively Affect Areas of Disproportionate Impact
935 CMR 500.101(1)(b)(10); 935 CMR 500.101(2)(b)(10)

Liberty Market, LLC (“Liberty Market”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact.

Affected Parties

Liberty Market will be specifically targeting past or present residents of Pittsfield and North Adams, both geographic “areas of disproportionate impact” and Massachusetts residents who have past drug convictions or with parents/spouses who have drug convictions.

Goals

Liberty Market has identified measurable goals to make a positive impact on areas of disproportionate impact, including:

1. Reduction of barriers in the commercial adult-use cannabis industry
2. Providing financial, mentoring, and professional services for individuals and businesses facing systemic barriers or adversity in disproportionately impacted areas, specifically Pittsfield and North Adams

Programs

As part of our Positive Impact Plan, Liberty Market will develop specific programs to effectuate its goals. These programs may include the following:

1. Liberty Market will give hiring preference to individuals from areas of disproportionate impact as defined by the Commission, specifically individuals who are past or present residents of Pittsfield and North Adams. Liberty Market intends to reach those communities by:
 - a. Utilizing local media (i.e. The Berkshire Eagle and Pittsfield Gazette) to advertise job listings
 - b. Targeting individuals from the aforementioned areas in marketing efforts to recruit employees (i.e. utilizing social media platforms in accordance with Commission’s restrictions and requirements on marketing/advertising)
 - c. Provide transportation support for employees in these areas
2. Liberty Market will provide financial and mentoring services to areas of disproportionate impact, or support/partner with organizations that provide such services. This may include the following activities:
 - a. organize/participate in, on a semi-annual basis, incubator or accelerator programs that seek to aid start-up companies owned by individuals from disproportionately impacted areas or with a prior drug conviction or with a parent/spouse who has a drug conviction
 - b. offer at least four, one-hour management training or other forms of industry-specific technical training
 - c. offer mentorship from experts in the cannabis industry
 - d. make annual donations to Berkshire County Arc, which services Berkshire and Hampden Counties (including Pittsfield and North Adams). Berkshire County Arc services the

community through a variety of initiatives, including employment services and residential services. Berkshire County Arc has been contacted and is willing to accept donations from Liberty Market (proof of correspondence attached).

Plan Administration

The Human Resources Director will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”). The Director will be responsible for developing measurable outcomes and ensuring Liberty Market continues to uphold its commitment to the community to meet and maintain the staffing goals. A minimum of two times per year, the Director will evaluate and issue a report to the Board with specific statistics regarding current staff as compared to goals. In addition, the Director will present recommendations for continuing success or additional initiatives if goals are not met. The Director will also be responsible for forming philanthropic partnerships in the community to implement and enhance the Plan.

Measurements

- Number of employees hired, retained, and promoted that come from North Adams, Pittsfield, or other disproportionately impacted areas
- Specific financial data and/or employee hours showing donations to or investments in specific causes relating to the Plan’s goals and programs
- Number of businesses and/or individuals that obtained financial or mentoring services
- Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact
- Number and subject matter of management training or any other form of industry-specific training
- Number and nature of relationship formed through mentorship introductions and programs

Liberty Market will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; Any actions taken, or programs instituted, by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



accepting donations inquiry

David Singer <dsinger@bcarc.org>

Fri, May 17, 2019 at 11:32 AM

To: Ashley

Hi,

We are able to accept donations from your company and appreciate your offer, and for thinking of us.

If you need more direction than the email below, please let me know.

Dave

David Singer

Director of Marketing & Communications

Berkshire County Arc

Pittsfield, Massachusetts

413-499-4241 x254

From: Ashley

Sent: Thursday, May 16, 2019 3:07 PM

To: David Singer <dsinger@bcarc.org>

Subject: Re: accepting donations inquiry

Hi David,

So just to confirm, your organization is able to accept donations from Herbal Pathways/Liberty Market, both adult-use marijuana dispensaries seeking to locate in Pittsfield and Lanesborough, respectively?

Thanks,

Ashley

On Wed, May 15, 2019 at 8:56 PM David Singer <dsinger@bcarc.org> wrote:

Hi Ashley,

Thanks for reaching out. I like your plan that seeks to participate with the community. Thanks for thinking of us.

We have our annual golf tournament on May 23, where some 200 golfers from the community participate. It's not too late to be a sponsor, but you won't get the full benefits at this point.

Liberty Market, LLC

A Massachusetts Limited Liability Company

By-Laws

I.

Context; Relation to Operating Agreement

Provisions for meetings, voting, proxies, admission of new members, assignment of interests, creation of offices and designation of officers, their duties and responsibilities, and other such organizational matters are spelled out in the Liberty Market, LLC, Operating Agreement Dated July 31, 2018 (“Operating Agreement”). These By-Laws supplement the provisions of said Operating Agreement, and shall apply only when the Operating Agreement does not sufficiently address circumstances at hand.

II.

Structure

Liberty Market, LLC, is a Massachusetts Limited Liability Company organized pursuant to Massachusetts General Laws, Chapter 156B. Ownership and economic control of the business is vested in the Members in proportion to their respective interests; operational control is vested in the Managers.

III.

Offices

The following offices are established: Chairman of the Board of Managers, Secretary, Treasurer and Assistant Treasurer. Other offices may be created by vote of a majority in interest of the Members. One person may hold any number of offices. Terms of office shall be perpetual, until a successor has been appointed by a majority in interest of the Members.

IV.

Management

Operational control is vested in the Board of Managers as provided in Section VI of the Operating Agreement, which includes appointment of members of the Board of Managers, meetings, quorums, telephone conferences, duties and compensation of managers and provisions for their removal.

V.

Other

(A) Meetings. A meeting of the Members shall be held annually as designated by the Chair within sixty (60) days of the close of the LLC's fiscal year. Special Meetings may be called by the Chair at any time, and shall be called upon request of 40% of the membership interest.

(B) Quorum. A majority in interest of the membership shall constitute a quorum at any meeting for the transaction of business.

(C) Proxies. Any member may designate another person to act for him or her as proxy.

(D) Removal of Managers. Any Manager or Officer may be removed for cause by action of a majority in interest of the Members.

(E) Certificates of Ownership. The Managers shall issue to Members sufficient documentation certifying the interests of all Members.

(F) Transfer of Interests. Membership Interests shall be transferred only in accordance with Section III of the Operating Agreement.

(G) Seal. The Managers may adopt a corporate-like seal, and authorize its use.

(H) Amendments. These bylaws may be amended by a majority of interest of the Members and any meeting duly called.

###

ADOPTED, this 31 day of July, 2018



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

mass.gov/dor

Letter ID: L0083917952
Notice Date: August 6, 2018
Case ID: 0-000-387-288



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LIBERTY MARKET LLC
10 WEST ST
ALLENSTOWN NH 03275-1617

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

July 24, 2018

TO WHOM IT MAY CONCERN:

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

LIBERTY MARKET LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 18, 2018.**

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

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

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **KEN CROWLEY, DEBBIE CROWLEY, MICHAEL CUTLER**

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



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

Articles of Organization

State of Massachusetts Limited Liability Company

Pursuant to the laws of the State of Massachusetts governing the formation of Limited Liability Companies:

Federal Identification Number: 83-1419000.

Article I - NAME

The name of the Limited Liability Company is as follows: Liberty Market, "L.L.C.".

Article II - TYPE

The entity being formed is a Limited Liability Company.

Article III - PURPOSE

The purpose of the Limited Liability Company is as follows:

To open a Marijuana Retail (brick and mortar) Establishment

Article IV - ADDRESS

The mailing address and the street address for the Limited Liability Company are as follows:

Limited Liability Business Address:

126 South Main Street Suite 1 & 2, Lanesborough, MA 01237

Mailing Address: 10 West Street, Allenstown, NH 03275

Owner's Address: 472 River Road, Lebanon, ME 04027

Attorney and Registered Agent Address: Michael Cutler, 90 Conz Street, Northampton, MA 01060

Article V - REGISTERED AGENT INFORMATION

The name and address of the registered agent are as follows:

Michael Cutler, EvansCutler Attorneys, 90 Conz Street, Northampton, MA 01060,
Cutler@evanscutler.com, 413-584-5111

The street address and the mailing address of the registered agent are the same.

Article VI - DISSOLUTION

The duration of this Limited Liability Company shall be perpetual in nature.

Article VII - STRUCTURE

This limited liability will be managed by the following individual:

Kenneth Crowley
472 River Road
Lebanon, ME 04027

Owner/ Founder

The name and business address of each person authorized to execute documents filed with the Corporation Division are as follows, these persons have no direct or indirect authority over the business:

Michael Cutler of EvansCutler Attorneys
90 Conz Street
Northampton, MA 01060

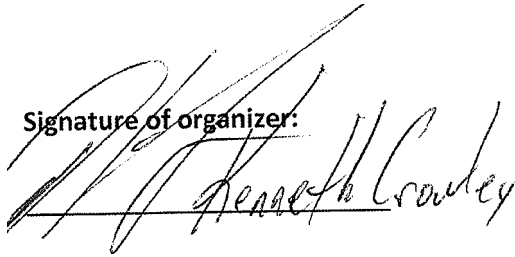
Debra Crowley
472 River Road
Lebanon, ME 04027

Article VIII - EFFECTIVE DATE

The effective date of this Articles of Organization. May 18, 2018

EXECUTION

Signature of organizer:

A handwritten signature in black ink, appearing to read "Kenneth Crowley", is written over a horizontal line.

Printed name of organizer:

Kenneth

Crowley

Title of

organizer:

Founder- CEO - Owner



All Risks, LTD.
10150 York Rd, 5th Floor
Hunt Valley, MD 21030

Insurance Proposal

October 03, 2018

Gencorp Insurance Group (HILB)

Attn: Jeff Mckernan
16 Main Street East Greenwich, RI 02818

Applicant: Kenneth Crowley
126 South Main St
Suncook, NH 03275

Submission #: APP84078134

Policy Period: 10/15/2018 12:01 AM To 10/15/2019 12:01 AM

Coverage: Liability

Issuing Company: Kinsale Insurance Company

We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Bob Boyle
Vice President
All Risks, LTD.
BBOYLE@allrisks.com
410-828-5810 Ext. 3072

Jacquelyn Borsje
Broker
All Risks, LTD.
jborsje@allrisks.com
410-828-5810 Ext. 3622



All Risks, LTD.
10150 York Rd, 5th Floor
Hunt Valley, MD 21030

Insurance Proposal

Cost Summary

General Liability Premium	\$65,805.00
Policy Fee	\$500.00
Carrier Policy Fee	\$150.00
MA Surplus Lines Tax	\$2,632.20

Total Policy Cost	\$69,087.20
--------------------------	--------------------

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier quote for more details on the minimum earned percentage.

Agent Commission: 10%

Compensation Disclosure

In the process of reviewing and attempting to place insurance for your client, we may perform any number of tasks that may or may not include: the review and assessment of your application, losses and risk profile, communicating with various insurance carriers or their representatives, risk analysis, policy or coverage comparison, inspections, reviewing coverage terms offered, policy issuance and servicing of the policy post binding. We may charge a fee for these services in addition to any commission that may be payable to us by the Insurance Carrier with whom we bind your client's business.

Any fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. Fees may be applicable to any transaction requiring additional premium including audits and endorsements as well as new and renewal policies. All fees will be itemized separate from premium in our Quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our Quotes. The fees we charge are not required by state law or the insurance carrier.

The insurer with whom your insurance is placed may have an agreement with All Risks, Ltd. to pay additional compensation. This compensation will be in addition to the fees and commissions earned on the business we are placing for your Client's insurance. The calculation of this additional compensation is determined based on a number of factors including, but not limited to: premium volume, loss experience, general profitability and renewal retention. The calculation contemplates the amount and performance of all insurance business placed with the insurance carrier by All Risks, Ltd. during the term of the agreement and is not calculated on a per policy basis but rather on a portfolio basis after a set period of time has expired.

Kinsale Insurance Company

A.M. Best Company Rating: A- (Excellent)
Financial Size Category: VIII

All Risks, Ltd. - Hunt Valley, MD - Jacquelyn Borsje

QUOTE

RE: Kenneth Crowley
10 West St
Allentown, NH 03275

Submission #:01327894
Quote Letter #:04162245
Quote Date:10/03/2018

We are pleased to offer the following quote. This quote is valid until 10/15/2018 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Company: Kinsale Insurance Company

Policy Term: 10/15/2018 - 10/15/2019

Coverage Form: Commercial General Liability - Claims Made

Retro Date: 10/15/2018

Description Of Operations: Marijuana Dispensary

Limits:

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000

Deductible:

Per Claim	\$5,000
-----------	---------

Coverage Enhancements:

Primary / Non-Contributory Endorsement

Rate	3.29
Premium	\$65,805
Company Fees	\$150
Total Due at Inception	\$65,955
Minimum Earned Premium At Binding	25.00%

Company Fees are fully earned.

Premium is 100.00% minimum and deposit.

Taxes, fees and surcharges are the responsibility of the broker.

Policy Subject to Annual Audit.

Basis of Premium

Class Description	Exposure Base	Exposure Units
Marijuana Dispensary	per \$1,000 Gross Sales	20,000,000

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

Subject to favorable inspection and compliance with recommendations.

Subject to receipt of Kinsale's NKLL upon binding. Any additional adverse loss activity not currently reported to us may affect our pricing and/or acceptability of this risk.

Signed and dated ACORDs/Supplement upon binding.

SL Tax Filing Form upon binding.

Prior to binding, please provide a sampling of warning labels that appear on products.

Comments:**Exclusions and Endorsements:**

CAS1001-0618 - Commercial General Liability Declarations - Claims Made

ADF9013-0815 - Notice - Where To Report A Claim

ADF4001-0110 - Schedule of Forms

CG0002-1001 - Commercial General Liability Coverage Form

CAN2002-0218 - Warranty Endorsement - Licensing Compliance

CAS2004-0110 - Deductible Endorsement

CAS2007-0817 - Common Conditions - Casualty

CAS2008-0110 - Amended Duties in the Event of a Claim or Suit - (Commercial General Liability - Claims Made)

CAS2009-1111 - General Liability Changes-Claims Made to Claims Made and Reported

CAS2013-0215 - Extended Reporting Period

ADF4002-0817 - Basis of Premium

ADF4005-0212 - Composite Rate Endorsement

CAS4004-1016 - Amendment - Supplementary Payments Inside Limits of Insurance

CAS4018-0411 - Minimum Policy Premium

CAS4029-1212 - Amendment - Premium Audit Conditions

ADF3003-0110 - Exclusion - Absolute Pollution and Pollution Related Liability

ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials

ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism

ADF3013-0611 - Exclusion - Collection of Personal Identification Information

CAN3001-0218 - Additional Policy Exclusions - Cannabis

CAN3002-0218 - Exclusion - Cannabis Health Hazard

CAN3003-0218 - Exclusion - Ingredients or Additives - Cannabis

CAN3004-0218 - Exclusion - Impairment

CAS3002-1016 - Exclusion - Assault and Battery

CAS3009-0110 - Exclusion-Medical Payments

CAS3011-0110 - Exclusion- New Entities (Commercial General Liability)

CAS3097-0110 - Exclusion - Intellectual Property

CAS3098-0110 - Exclusion- Named Insured vs. Named Insured
CAS3108-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - General Liability
CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
CG2167-1204 - Fungi or Bacteria Exclusion
CAN5001-0218 - Additional Insured - State or Political Subdivision
CAS5003-0717 - Additional Insured - Primary and Non-Contributory Endorsement
ADF9010-0115 - Notice of Terrorism Insurance Coverage
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0985-0115 - Disclosure Pursuant to Terrorism Risk Insurance Act
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us.

Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.

Kinsale Insurance Company
P. O. Box 17008
Richmond, VA 23226
(804) 289-1300
www.kinsaleins.com

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the policy, any endorsements to the policy and generally applicable rules of law.

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED "ACTS OF TERRORISM" WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN "ACTS OF TERRORISM".

NOTICE TO POLICYHOLDER

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

A handwritten signature in black ink, appearing to read 'Chris McGovern', with a stylized, flowing script.

Christopher McGovern

I/We _____ of _____ do hereby state that in _____, 20____, I/We directed _____ my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

A. *The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.*

B. *In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.*

Signature by Assured _____

Print Name _____

Date: _____

THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER

Name of Insured _____ Address _____

Location of Property _____

Description: _____

Coverage: _____

Limit: _____ Premium _____

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

AFFIDAVIT BY SPECIAL BROKER

I, _____ of _____ in said county of _____ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
_____	_____	_____	_____
_____	_____	_____	_____

Amendments to Affidavit: () Increase () Decrease

_____	_____	_____	_____
_____	_____	_____	_____

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the Special Brokers File and the original filed with the Division of Insurance of the Commonwealth of Massachusetts within *twenty days* following date of procurement.

CANNABIS INSURANCE PROGRAM

COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



Section I:	Premium Summary
Section II:	Location & Operations Summary
Section III:	Coverage Summary
Section IV:	Coverage Form Summary
Section V:	Binding Requirements

QUOTE

Section I

Quote Prepared For: Liberty Market LLC

Date Prepared: 10/8/2018

Broker of Record: Carastro Insurance Consultants, Inc.

Producer: Tony Carastro

Falls Lake Fire & Casualty Company

Coverages	Quote	Rating Basis:										
<ul style="list-style-type: none">• General Liability• Property	<table><tr><td>Total Premium</td><td>\$26,363.00</td></tr><tr><td>Underwriting Fee</td><td>\$1750.00</td></tr><tr><td>Inspection Fee</td><td>\$225.00</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$1,054.52</u></td></tr><tr><td>Grand Total</td><td>\$29,392.52</td></tr></table>	Total Premium	\$26,363.00	Underwriting Fee	\$1750.00	Inspection Fee	\$225.00	<u>Surplus Lines Tax</u>	<u>\$1,054.52</u>	Grand Total	\$29,392.52	<ul style="list-style-type: none">• General Liability – Gross Revenue \$12,000,000• Property – Property Values
Total Premium	\$26,363.00											
Underwriting Fee	\$1750.00											
Inspection Fee	\$225.00											
<u>Surplus Lines Tax</u>	<u>\$1,054.52</u>											
Grand Total	\$29,392.52											

United Specialty Insurance Company

Coverages	Quote	Rating Basis:								
<ul style="list-style-type: none">Product Liability	<table><tr><td>Total Premium</td><td>\$39,630.00</td></tr><tr><td>Underwriting Fee</td><td>\$1750.00</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$1,585.20</u></td></tr><tr><td>Grand Total</td><td>\$42,965.20</td></tr></table>	Total Premium	\$39,630.00	Underwriting Fee	\$1750.00	<u>Surplus Lines Tax</u>	<u>\$1,585.20</u>	Grand Total	\$42,965.20	<ul style="list-style-type: none">Products<ul style="list-style-type: none">Gross Sales - \$12,000,000Retroactive Date - Inception
Total Premium	\$39,630.00									
Underwriting Fee	\$1750.00									
<u>Surplus Lines Tax</u>	<u>\$1,585.20</u>									
Grand Total	\$42,965.20									

Section II

Scheduled Operations:

Cannabis Retail

Scheduled Locations:

Loc 1 Bldg 1: 126 South Main St, Lanesborough, MA 01237

Section III

Coverage Summary

General Liability Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

Occurrence Form	Coverage Limits	Premium
General Aggregate	\$2,000,000.00	\$15,600.00
Each Occurrence	\$1,000,000	
Products Completed Operations	Excluded	
Personal & Advertising Injury	\$1,000,000	
Damage to Premises Rented to You	\$100,000	
Pesticide Endorsement	\$50,000	Not Quoted
Medical Payments	\$1,000	
Stop Gap Coverage-WA Only	\$1,000,000	Not Quoted
Hired and Non-Owned Auto Endorsement	\$0	Not Quoted
Deductible	\$2500 (Per Occurrence)	
Additional Insured Certificate	#0	\$0.00
Primary Wording	#0	\$0.00
Waiver of Subrogation	#0	\$0.00

Property Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

		Coverage Limits	Premium
			\$10,763.00
Building	RCV, 90% Coinsurance	\$0.00	
Wind and Hail Excluded			
Loss of Income	90% Coinsurance	\$3,000,000.00	
Cannabis Inventory/Finished Stock	ACV	\$100,000.00	
*Cannabis Finished Stock on Display is limited to		\$50,000.00	
Outdoor Sign	RCV, 90% Coinsurance	\$1,000.00	
Indoor Grow Equipment and Tools	RCV, 90% Coinsurance	\$0.00	
Outdoor Grow Equipment and Tools	RCV, 90% Coinsurance	\$0.00	
Business Personal Property	RCV, 90% Coinsurance	\$15,000.00	
Tenants Improvements	RCV, 90% Coinsurance	\$15,000.00	
Property Deductible		\$2,500 (Per Occurrence)	
Commercial Property Endorsement	Form		Not Quoted
• Accounts Receivable		\$25,000	
• Employee Dishonesty		\$25,000	
• Money & Securities		\$25,000	
• Outdoor Property (Trees, Radio/TV, Antennas, Sign)		\$25,000	
• Outdoor Property (Trees, Shrubs or Plants)		\$500 each tree/\$2,500	
• Personal Effects and Property of Others		\$25,000	
• Property In Transit Coverage		\$ theft limit	
• Property Off-Premises		\$25,000	
• Spoilage		\$25,000	
• Valuable Papers and Records(Other than Electronic Data)		\$25,000	
Property endorsement deductible		\$500	

Note: Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.

Excess Liability Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

Occurrence Form	Coverage Limits	Premium
Excess Liability	Not Quoted	\$0.00

Crop: Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

		Coverage Limits	Premium
Crop Schedule:		Not Quoted	\$0.00
• Seeds	RCV, 90% Coinsurance	\$0.00	
• Immature Seedlings	RCV, 90% Coinsurance	\$0.00	
• Vegetative Plants	RCV, 90% Coinsurance	\$0.00	
• Flowering Plants	RCV, 90% Coinsurance	\$0.00	
• Harvested Plants	RCV, 90% Coinsurance	\$0.00	
• Finished Stock	RCV, 90% Coinsurance	\$0.00	
Deductible			\$2500 (Per Occurrence)

Products Liability: United Specialty Insurance Company (A.M. Best Rated A IX)

Claims Made Form

Product Liability Coverage	Coverage Limits	Premium
Each Claim	\$1,000,000	\$38,880.00
Policy Term Aggregate	\$2,000,000	
Deductible	\$2,500 per claim	
Endorsements		
Product Withdrawal	\$100,000	\$750.00
Deductible	\$5,000	
Retro Active Period	Date: Inception	\$NOT COVERED
Vendor Certificate		\$NOT COVERED

Falls Lake Fire & Casualty Company
COVERAGE FORMS

Section IV

Form #	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 09 10 00	MASSACHUSETTS CHANGES
CP 01 76 09 06	MASSACHUSETTS – EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM
CP 10 54 06 07	WINDSTORM OR HAIL EXCLUSION
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE

MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	EXCLUSION - TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 10 30 02 17	TO REPORT A CLAIM
MMD 00 00 01 17	DEFINITION OF A VAULT
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
FLFCC PP 3000 (07 18)	FALLS LAKE PRIVACY POLICY
FLFCC SOS 1000 CW (07 18)	FALLS LAKE COUNTRYWIDE SERVICE OF SUIT CLAUSE
FLF CC 2018 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE
MMD 10 53 09 18	EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)

NOTE: All Falls Lake Fire & Casualty Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by CannGen Insurance Services, LLC.

Products Liability Policy Forms:

FORM NUMBER	DESCRIPTION	Coverage Forms Included
PD DS 1000 02 15	PRODUCTS LIABILITY DECLARATION PAGE	X
PD NWIS 1001 02 15	PRODUCTS/COMPLETED OPERATIONS LIABILITY CLAIMS MADE AND REPORTED	X
PD NWIS 1002 02 15	INSURANCE SPECIFIED HERBAL PRODUCTS EXCLUSION	X
PD NWIS 1003 01 17	VAPORIZING EQUIPMENT AND COMPONENTS EXCLUSION	X
PD NWIS 1004 01 17	FOREIGN PRODUCTS LIABILITY EXCLUSION	X
SRT1000(02/15)	SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR	X
MMD 00 00 01 15	SERVICE OF SUIT CLAUSE (CA)	
MMD 00 00 01 16	SERVICE OF SUIT CLAUSE (ALL OTHER STATES)	X
CG 20 26 04 13	ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION	
CG 21 71 01 15	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES	X
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	
MMD 10 00 01 15	ADDITIONAL INSURED WITH PRIMARY OR PRIMARY AND NONCONTRIBUTING CLAUSE	
USIG 0002 05 17	ONLINE SALE LIMITATION – INTRASTATE ONLY	X
USIG 10 31 01 15	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US	
CNS 404 1117	EXCLUSION – PROPOSITION 65 WARNINGS	
USIG 00 10 01 17	ADDITIONAL INSURED – VENDORS	
USIG 00 11 01 17	BLANKET ADDITIONAL INSURED – VENDORS	
PD NWIS 10 05 01 17	EXTENDED REPORTING PERIOD	
USIG0001 04 17	DEFENSE OUTSIDE THE LIMITS ENDORSEMENT	
PD NWIS 10 04 02 15	Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal	X
PW 04 36 10 01	LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT	X
MMD 10 21 11 17	MINIMUM EARNED PREMIUM	X
MMD 10 37 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM	X
D2	NON ADMITTED DISCLOSURE	

NOTE: All United Specialty Insurance Company forms listed above that have an “ X ” next to them are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by CannGen Insurance Services, LLC.

Section V**BINDING REQUIREMENTS**

No coverage is bound until accepted & approved by CannGen Insurance Services, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

Signatures and Quotes are only good for 30 days from: 10/08/2018

Consult the policy for all specific terms and conditions and complete policy exclusions

BINDING REQUIREMENTS:

- NWISMMD v1.3 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- TRIA Form
- Inspection Requirement Form
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- General Liability Year End Audit Requirement Form
- Vault room is pending Underwriting approval. Please have the insured review and initial the attached vault form and include pictures of the vault with your bind order. Please contact underwriting if the vault does not meet the requirements prior to binding
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses . If you're license/permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing.
- Please provide a signed no loss statement
- Please provide a signed Duties In The Event of a Claim or Suite or a Defect or Product Withdrawal
- Please provide a copy of the certificate of insurance from the applicant's vape pen/vape accessories distributor/manufacturer naming the applicant as a vendor AI on their Product Liability policy with a minimum limit of \$1,000,000. Please also confirm that the distributors/manufacturers Product Liability policy does not exclude these products. We will need this to remove the vaporizing equipment and components exclusion and foreign products exclusion.
- Please select Type #2 on section 1
- Please provide the alarm monitoring company on section 4a question 1
- Please check no to the property endorsement on section 4a as it has been declined due to

the answers on section 4b

- Please remove the building values on section 4a as it has been declined since the insured is not the sole tenant
- Please change the loss of income value on section 4a to \$3,000,000
- Please provide the testing company on section 8a question 4b

Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions please do not hesitate to contact our office. We are pleased to assist you in this regard.

Sincerely,

Cannabis Insurance Consultants, LLC

Underwriter: Tony Carastro

Phone: 8138109507

-Email: tony@carastroins.com

Liberty Market: Business Plan Summary

This document provides a summary of Liberty Market, LLC (“Liberty Market”, “the Company”) and its business plan as an Adult-Use Marijuana Retail Establishment in the Town of Lanesborough.

Liberty Market was created to establish and operate Adult-Use Retail Marijuana Establishments in the State of Massachusetts. Liberty Market is comprised of an accomplished and professional owner and is a highly-skilled professional.

Liberty Market’s owner will be more than just names on an application; my vision is predicated on an owner-operator business model. Liberty Market’s owner will have a direct and active role in business operations at the retail facility. I will represent myself at Town meetings and throughout the application process, maintain a presence in the local community, and ensure that I am seen by customers in my retail store.

Triple Bottom Line

Liberty Market recognizes its responsibility to lead by example in all that it does. As such, I have created a business model that ensures I will own and operate an organization that enhances the quality of life for customers, community, and the planet. My triple-bottom-line approach to business ensures that I exercise best practices. Examples of how I will execute this commitment are as follows:

People

I seek to bolster the quality of life for our employees, customers, and communities in which I operate.

Employees

Liberty Market prioritizes the local community and will offer preferential hiring to Lanesborough residents. I will pay a living wage starting at \$16 per hour (see “Socially Responsible Employment Practices” herein).

Education underlies my mission and translates into my standards of customer service. All agents of Liberty Market will be extensively trained (see Policies & Procedures “Marijuana Establishment Training”) to exude professionalism and proficiency in relation to cannabis knowledge, customer service skills, compliance, and more. The employees will maintain a level of knowledge that exceeds State mandates.

Customers

The focus on education will be evident to my customers. In my dispensaries, I will have areas dedicated to consumer education. Handouts, videos, instruction manuals, and more will be readily available. Moreover, I will offer one-on-one consultations with a qualified company agent for any customer who would like additional information or assistance.

Liberty Market will listen and respond to customer feedback regarding all aspects of the operation, including customer service, product selection, and product quality

Community

Liberty Market envisions a true partnership with the Town of Lanesborough. My team and employees will integrate as a strong pillar in the community. My mission in Town is to provide safe and secure access for adult-use cannabis, educate consumers, and give back to the community. Stellar customer service will be demonstrated inside of our retail facility, and the same level of passion, integrity, and commitment to being great neighbors will translate to my community involvement.

Liberty Market is passionate about giving back to Lanesborough. At the suggestion of the Town, we will make donations that are appropriate and impactful to local causes, funds, and other recommended organizations.

Profits

As aforementioned, Liberty Market will pay a living wage to all employees; please see “Socially Responsible Employment Practices” herein. In addition to this standard, I will be participating in several local community activities, donating volunteer hours from our staff and upper management, and more.

Planet

Liberty Market will make efforts to maintain an environmentally-conscious operation. We will be using eco-friendly packaging and materials when possible. Liberty Market will offer incentives for customers to recycle their packaging and extend the Company’s eco-friendly initiatives beyond the walls of our retail facility.

Plan for Positive Community Impact

Liberty Market will be a great neighbor in Town and contribute in a positive way to the local community through the institution of socially responsible employment practices, generous contributions to Town organizations and non-profits, and the implementation of a Diversity Program outlined in our Diversity Plan. Moreover, Liberty Market has developed a Positive Impact Plan to aid communities of disproportionate impact as outlined by the Cannabis Control Commission.

Socially Responsible Employment Practices

Liberty Market is a firm believer in hiring a diverse and inclusive work force that is paid a “living wage”. Our employees are the backbone of Liberty Market’s success and they will be compensated in a manner that allows them to live successfully in their local community. The following are some of the benefits Liberty Market will be offering to its employees:

- A “Living Wage” starting at \$16 per hour with the ability to earn \$20 per hour over the course of the first year of employment. In a two-person household with both persons employed by Liberty Market at \$20.00 per hour, their household income would exceed the average Massachusetts Household income by approximately \$7,000.

- Health and dental insurance. All employees will be offered the opportunity to enroll in the company-subsidized health and dental insurance programs.
- Paid time off, sick leave, paid vacation time
- Continuing education classes in the cannabis industry
- Eventually, Liberty Market will offer a 401K retirement plan

Liberty Market has a detailed Diversity Plan to ensure the organization will continue to embrace and uphold the diversity goals of the State, Equal Opportunity, Affirmative Action, and its own cultural initiatives. Please see “Commitment to Diversity in the Workforce” herein.

Commitment to Diversity in the Workforce

Liberty Market is committed to a diverse culture throughout the organization and will continue to embrace the diversity goals of the Massachusetts Department of Health, Equal Opportunity, Affirmative Action and its own cultural goals by hiring and retaining:

- A talented staff of employees that represent the diverse groups living in Massachusetts
- Various contractors, subcontractors, vendors and suppliers from Massachusetts, which ensures a balanced representation of minority, veteran and women-owned businesses.

Affirmative Action Plan (AAP)

Liberty Market’s AAP is being drafted to meet or exceed the standards promulgated by the U.S. Equal Employment Opportunity Commission (EEOC) and be compliant with Title VII of the Civil Rights Act (Title VII), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), and Genetic Information Nondiscrimination Act (GINA).

The AAP will demonstrate that Liberty Market is prepared to implement tactics that have been narrowly tailored to recruit and retain a diverse and high-quality employee community; and will implement a recording/reporting system to evaluate areas for growth.

Key objectives of Liberty Market’s Affirmative Action Plan:

- Increasing the utilization of minorities, women, veterans, and persons with disabilities in job classifications and EEO job categories through targeted recruitment.
- To correct any employment practices that restrict equal employment opportunity by analyzing specific practices and implementing corrective actions.
- To strengthen accountability and evaluation by assigning major responsibility to managers and supervisors in each department.
- To promote support for equal employment opportunity and workforce diversity by providing training to employees, supervisors, managers and executives, pertaining to equal employment opportunity and Liberty Market’s AAP.

Internal Diversity Goals

Liberty Market intends to target minorities, veterans, and women for hire. Such breakdown is driven by the core values of Liberty Market’s founder.

Additionally, Liberty Market’s Affirmative Action Plan will include the goal of recruiting minority applicants with outreach to local colleges. Most AAPs state that “all things being

equal, we will hire a diverse employee population.” Liberty Market recognizes that all things are not equal for minorities, abused women, and others in crisis, including educational and employment opportunities, hiring equality and other factors. Accordingly, Liberty Market intends to hire motivated minority/diverse applicants and provide comprehensive training within the organization to assure their success and upward mobility.

Liberty Market’s audit and reporting system shall:

1. Measure the effectiveness of the AAP/EEO program;
2. Document personnel activities;
3. Identify problem areas where remedial action is needed; and
4. Determine the degree to which Liberty Market’s AAP goals and objectives have been obtained.

The following personnel activities are reviewed to ensure nondiscrimination and EEO for all individuals:

1. Recruitment, advertising, job application procedures;
2. Hiring, promotion, award of tenure, layoff, recall from layoff;
3. Pay and any other forms of compensation including fringe benefits;
4. Job assignments, classifications, descriptions, and seniority lists;
5. Sick leave, leaves of absence, or any other leave;
6. Training, apprenticeships, attendance at professional conferences; and
7. Any other term, condition, or privilege of employment.

The following documents are maintained in Liberty Market’s internal audit process:

1. An applicant file with name, race, sex, date of application, job title, interview status and action taken for all individuals applying for job opportunities;
2. Summary data of external job offers, hires, promotions, resignations, terminations, and layoffs by job, sex, and minority group identifications;
3. Summary data of applicant flow by identifying total applicants, minority applicants, and female applicants for each position;
4. Maintenance of employment applications (for one year); and
5. Records pertaining to Liberty Market’s compensation system.

Diversity Outreach

Liberty Market will support its diversity goals in management, and employment by targeting diverse applicants by;

1. Identifying and partnering with local organizations that train and help secure employment for persons with disabilities.
2. Job descriptions will be carefully written to not include restrictive and unnecessary minimum requirements that might restrict the ability to employ ethnic minorities and/or those with disabilities.
3. Recruiting tools will be employed to help ensure a diverse workforce to include classified advertising in targeted newspapers, job fairs, posting job listings on the internet; working with local special interest organizations and chambers of commerce, and listing job openings with local and state agencies.
4. Liberty Market will use niche publications that reach out to a broad spectrum of

- cultures to advertise our job opportunities.
5. Liberty Market will identify civic groups and community organizations that represent diverse constituencies to help promote the message of our employment opportunities.
 6. We will recruit in different languages to promote our employment opportunities to those persons who speak English as a second language.
 7. Recruitment materials will be made available in both English and Spanish.

Professional Development

In the hiring process, to encourage diversity, motivated diverse individuals who do not have the necessary education or experience background, if interested, will be considered for internship programs within the organization. New hires will be required to participate in Liberty Market's in-house educational initiatives (see "Marijuana Establishment Training" in Liberty Market's Policies & Procedures herein).

If any of the diverse group of employees needs tutoring or language assistance, for success in completing any of the offered educational programs, services will be provided from within Liberty Market or with outside consultants or educators, if necessary.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Liberty Market, LLC (“Liberty Market”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Liberty Market agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Liberty Market discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Liberty Market will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Liberty Market will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Liberty Market will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Liberty Market will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Liberty Market packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Liberty Market’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

All marketing, advertising, and branding will use the following warning, including capitalization: “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

QUALITY CONTROL AND TESTING

Quality Control

Liberty Market of Massachusetts, Inc. ("Liberty Market") will comply with the following sanitary requirements:

1. Any Liberty Market agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Liberty Market agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Liberty Market's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Liberty Market's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Liberty Market's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Liberty Market will ensure that litter and waste is properly removed and disposed of to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Liberty Market's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Liberty Market's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Liberty Market's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Liberty Market will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Liberty Market will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Liberty Market's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the

marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;

13. Liberty Market will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Liberty Market will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Liberty Market will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Liberty Market's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Liberty Market will ensure that Liberty Market's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Liberty Market will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Liberty Market to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Liberty Market will not cultivate or manufacture marijuana or marijuana products. Liberty Market will ensure that the marijuana and marijuana product sold is compliant with the Testing of Marijuana and Marijuana Products guidance as provided by 935 CMR 500.160. Liberty Market will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Liberty Market's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Liberty Market's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Liberty Market's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Liberty Market will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Liberty Market's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Liberty Market for disposal or by the Independent Testing Laboratory disposing of it directly.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Liberty Market of Massachusetts, LLC (“Liberty Market”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Liberty Market will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Liberty Market, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Liberty Market agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Liberty Market facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Liberty Market facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Liberty Market agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Liberty Market’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Liberty Market facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Liberty Market agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Liberty Market facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Liberty Market agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the POS software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Liberty Market's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Liberty Market will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Liberty Market, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Liberty Market agents;
- Review and revise Liberty Market personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Liberty Market agents under the supervision of the executive management team and department managers;

- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Liberty Market facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Liberty Market facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Liberty Market;
- Properly setting up product displays pursuant to Liberty Market policies and procedures;
- Executing and enforcing compliance with Commission regulations and Liberty Market policies and procedures;
- Understanding sales transactions using a POS software system;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Liberty Market and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;

- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

Liberty Market's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Liberty Market's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Liberty Market's Diversity Plan and Community Initiatives;
- Liberty Market's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References; (background checks-Compliance Manager)
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws; (Compliance Manager)
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Liberty Market is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Liberty Market's mission to provide a professional workplace free from harassment and discrimination for employees. Liberty Market will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Liberty Market's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or

- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Liberty Market employees or customers is also condemned and will be promptly addressed.

Alcohol, Smoke, Drug-free Workplace Policies

Liberty Market's goal is to have an alcohol-, smoke-, and drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated when employees use, possess, or abuse marijuana, alcohol, and illegal drugs. Thus, while on-premises and while conducting business-related activities off-premises, employees may not use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. In addition, while on-premises and while conducting business-related activities off-premises employees may not be under the influence of marijuana unless medically necessary, and employees are expected to follow all state of Massachusetts laws concerning marijuana possession and consumption.

Working while engaged in the legal use of prescribed drugs including marijuana-based medication, is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. The agent should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Liberty Market facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at Liberty Market varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Policy for the Immediate Dismissal of Agents

Per 935 CMR 500.105(1), Liberty Market will immediately dismiss any marijuana establishment agent who has diverted marijuana. This incident will be immediately reported to law enforcement officials and to the Commission.

Liberty Market will immediately dismiss any agent engaged in unsafe practices with regard to operation of the Marijuana Establishment, which will be reported to the Commission.

Liberty Market will immediately dismiss any marijuana establishment agent who has been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Overview of Personnel Policies and Procedures

Standard Employment Practices

Liberty Market values the contributions of its management and staff positions. Liberty Market will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Liberty Market's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Liberty Market will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

Liberty Market may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at Liberty Market are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Liberty Market's leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Liberty Market will determine which holidays will be observed and which departments will not be required to work. Liberty Market will offer unpaid parental leave for eligible employees. Please see Employment Handbook regarding additional leave policies.

Liberty Market anticipates observing the following holidays:

- New Year's Day;
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Liberty Market's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Liberty Market's progressive discipline policies and procedures have been designed consistent with Liberty Market's organizational values, best practices, and state and federal employment laws.

Liberty Market reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Liberty Market as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Liberty Market recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Liberty Market will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to

terminate employment. However, Liberty Market reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Liberty Market and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Liberty Market, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Liberty Market. The employee must provide a minimum of two (2) weeks' notice prior to

resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Liberty Market to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Liberty Market are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Liberty Market to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Liberty Market is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Liberty Market believes that it is in the best interest of both the organization and Liberty Market's employees to fairly compensate its workforce for the value of the work provided. It is Liberty Market's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Liberty Market,

factored for general economic variances, and adjusted to reflect the local economic marketplace.

4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Liberty Market.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

3. The CEO is charged with ensuring that Liberty Market is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
4. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
5. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Liberty Market will undergo a detailed background investigation prior to being granted access to a Liberty Market facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Liberty Market pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Liberty Market will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Liberty Market will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Liberty Market will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- Upon adverse determination, Liberty Market will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - a. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Liberty Market along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Liberty Market or the Commission.

RECORDKEEPING PROCEDURES

935 CMR 500.105(9)

General Overview

Liberty Market, LLC (“Liberty Market”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Liberty Market documents. Records will be stored at Liberty Market in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Liberty Market is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Liberty Market’s quarter-end closing procedures. In addition, Liberty Market’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage: Directors & Officers Policy; Product Liability Policy; General Liability Policy; Umbrella Policy; Workers Compensation Policy; Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements: Annual Agent Registration, Annual Marijuana Establishment Registration
 - Local Compliance: Certificate of Occupancy Special Permits, Variances, Site Plan Approvals, As-Built Drawings
 - Corporate Governance: Annual Report, Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Liberty Market, including members, if any.
- **Personnel Records**: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Liberty Market and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;

- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records: Liberty Market will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records: The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records: Liberty Market will use a POS software system to maintain real-time inventory. The POS software's inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records: Within ten (10) calendar days, Liberty Market will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Liberty Market for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records: A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records: When marijuana or marijuana products are disposed of, Liberty Market will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Liberty Market agents present during the

disposal or handling, with their signatures. Liberty Market will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records: Liberty Market will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records: Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure: In the event Liberty Market closes, all records will be kept for at least two (2) years at Liberty Market's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Liberty Market will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Liberty Market's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Liberty Market's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;

- Engaged in unsafe practices with regard to Liberty Market operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Liberty Market, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Liberty Market's website.
- Policies and procedures for the handling of cash on Liberty Market premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

Liberty Market will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

Liberty Market, LLC (“Liberty Market”) has operating policies and procedures that ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- **Confidential information** will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping **written business records**, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will 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 and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All **sales recording** requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- **Additional written business records** will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission’s regulations

LIBERTY MARKET LLC QUALIFICATIONS FOR EMPLOYMENT AND TRAINING:

935CMR 500.105(2)(A), 935 CMR 500.105(2)(B)

As per CMR 935.500.105 (2), all Liberty Market registered marijuana agents (employees) will complete training prior to performing any job functions. Training will be tailored to the roles and responsibilities of their job function, and will include a Responsible Vendor Program as per 935 CMR 500.105(2)(b). Staff at Liberty Market, LLC will receive a minimum of eight hours of on-going training annually after their initial employment training. As per CMR 935.500.105 (2), employees will also be trained regarding customer privacy and confidentiality requirements pursuant to 201 CMR 17.00 STANDARDS FOR THE PROTECTION OF PERSONAL INFORMATION OF RESIDENTS OF THE COMMONWEALTH.

Qualifications:

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Liberty Market will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Liberty Market discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Liberty Market will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Workforce:

Liberty Market LLC will seek to hire a diverse workforce of responsible, compassionate, and upstanding local citizens. Some of the desirable backgrounds we are looking for include security personnel, retail sales professionals, customer service, and previous marijuana sales experience.

Security Guards

Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

Retail Sales Agent

Liberty Market, LLC will have an ongoing need for retail sales professionals who can communicate articulately and passionately with customers about a wide range of cannabis products while maintaining compliance with Massachusetts law. Desirable backgrounds include retail sales, cannabis sales, and customer service. Knowledge of cannabis, the varieties, and the manner in which they are safely and effectively used or ingested is highly relevant. Retail Sales Agents are responsible for greeting customers, diligently recording customer personal data, providing product information regarding cannabis types and strains, and guiding customers towards suitable purchases from our product range. The Retail Sales Agent should be professional, personable, appropriately dressed, and knowledgeable about both the products and the industry. They will be trained by the Retail Store Manager, and will work alongside them to learn the total operation of the retail store as well as compliance to regulations. Both part-time and full-time positions may be available.

Retail Store Manager

Our Retail Store Manager is the public face of who we are, and what we stand for. The manager must interface with customers, staff, law enforcement, vendors, consultants, outside contractors, and compliance officers. The primary responsibility of the Retail Store Manager is to coordinate and facilitate transactions of the retail store. They must maintain records, have contact with the wholesaler, embrace customer education and understand marketing. They will train employees, help decide which product to carry and help determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important tasks of the dispensary manager are to ensure security, prevent diversion, diligently maintain records, enforce procedures and processes, and ensure that our customers receive the very best product and the very best service.

All employees will be hired on a three (3) month probationary basis. During this probationary period, candidates will undergo a training program and will also be evaluated for suitability in restricted-access areas within the establishment. They will need to meet Liberty Market's qualifications for continued employment which will be compliance with all CCC regulations and Liberty Market LLC policies and procedures.

Training:

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Liberty Market's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Training will be done on site or at a suitable location and will include a detailed review of the employee handbook and relevant reading materials. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

Responsible Vendor Program:

On or after July 1, 2019, all of Liberty Market's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Liberty Market's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Liberty Market's owners, managers, and employees will then successfully complete the program once every year thereafter. Liberty Market will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Liberty Market's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Liberty Market's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;

4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Additional Training:

In addition to the Responsible Vendor Training pursuant to 935 CMR 500.105(2)(b), training will include but not be limited to:

- Legal/compliance training covering all applicable laws and regulations at the local, state, and federal levels. Legal training documents and agenda will receive consistent review by an attorney to ensure accurate and up to date legalities.
- Work Ethics training will cover Liberty Market's general rules, sexual harassment, and effective interaction with law enforcement personnel. All employees will be required to sign off on training.
- Operational safety and compliance training will cover all required elements of safety and security. Employees will also undergo job specific training, etc. Employees will also be trained on how to respond in crises such as robbery, theft, earthquake or acts of terrorism.

Employees will be instructed that the manager on duty is in charge during an emergency to minimize confusion. Annually, staff will be trained to address:

- Individual roles and responsibilities during a fire emergency or drill.
- Threats, hazards, and protective actions regarding fire safety.
- Notification, warning, and communications procedures in the event of a fire emergency.
- Means for locating family members in an emergency.
- Emergency response procedures.
- Evacuation, shelter, and accountability procedures.
- Location and use of common emergency equipment including fire extinguishers and fire alarms.
- Emergency shutdown procedures.

Ongoing Training & Education:

All workers will be initially trained by management and a copy of the training manual will always be easily available for employee/staff review. The manual outlines safety, policies, standards, procedures, how to operate equipment and all other information relevant to serving customers and operating the site in a safe, secure manner.

Training sessions will be conducted regularly to re-familiarize and review standards, procedure, safety and equipment operations with an emphasis on expanding worker knowledge and comfortability. Workers are encouraged to request additional training materials that will be provided to them at no cost and shared with all workers pending management approval. Regular skill-building sessions and workshops in the areas of safety, customer advocacy, community service and more are provided to workers at no cost. Workers are encouraged to request skill-building sessions based on their experiences serving customers and their observations onsite and within the community.

Training Plan:

Consultants: Experienced individuals from out of state onsite for training week and for business launch providing real time support and assistance. Consultants have experience using Metrc

- Experienced managers and sales staff from the Colorado, Oregon and Washington market are on site for training and coaching.

Training (in addition to Responsible Vendor Program):

1. Four-five day training program

a. Day 1

- i. Introduction and new hire paperwork onboarding – 2 hours
- ii. Employee manual review – 2 hours
- iii. Lunch – 30 minutes
- iv. City and State compliance – 2 hours
- v. POS training – 2 hours
- vi.

b. Day 2

- i. City and State compliance – 2 hours
- ii. Product training – 2 hours (emphasis on leaf)
- iii. Lunch – 30 minutes
- iv. Product training 4 hours
- v. (leaf)

c. Day 3

- i. Security and ID check training – 2 hours
- ii. Product Training – 2 hours (oils and extracts)
- iii. Lunch – 30 minutes
- iv. Product training – 2 hours (edibles)
- v. Product training – 2 hours (ancillary items, glass and vaporizers)

d. Day 4

- i. Overview and questions from first 3 days – 2 hours
- ii. Bud Tender training – 2 hours (sales and customer service training)
- iii. Lunch – 30 minutes
- iv. Bud Tender training – 4 hours (role playing, understanding how to pitch products, working with difficult customers, etc.)

e. Day 5

- i. Extended training for Managers and Security – 4 hours
- ii. Continued role play training for sales staff – 4 hours
- iii. Lunch -30 minutes
- iv. How to manage your team, customers, role playing, Q & A– 4 hours

Energy Efficiency

1. Liberty Market will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

Liberty Market will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. Liberty Market will comply with the following minimum energy efficiency and equipment standards:

- a. Our building envelope will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;
- b. Our facilities Lighting Power Density (HLPD) will not exceed 36 watts per square foot, which since this facility is retail-only will be easily achievable.
- c. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)
 - i. Liberty Market will provide documentation required under 935 CMR 500.120(11)(b), that includes a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification\ systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility, which are predicted to be standard comfort heating and cooling only.
- d. Liberty Market will document and establish safety protocols to protect workers and Consumers (e.g., PPE when and as necessary given the job function).

2. Prior to receipt of Final License, Liberty Market will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed

Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103

Liberty Market fully supports the need to recycle at our facility. Liberty Market will be compliant with 935 CMR: 500.105 (12), 501.105 (12) and 502.105 (12). Liberty Market will provide:

- Recycling containers for glass, plastic, and aluminum and separate containers for paper/cardboard recycling

All employees are encouraged to be mindful of their workstation waste containers and place items in the proper receptacle. The receptacles will be emptied every week and the contents will be disposed of at a recycling facility.

All recyclables and waste, including organic waste composed of or containing Finished Marijuana and MIPs, will be stored, secured, and managed in accordance with Town of Lanesborough applicable statutes, ordinances, and regulations before return to the vendor for destruction. All recyclables and waste, including organic waste composed of or containing Finished Marijuana and MIPs, shall be stored, secured, and managed in accordance with the state of Massachusetts statutes, ordinances, and regulations prior to return to the vendor for destruction.

Organic material, recyclable material and solid waste generated at our facility will be redirected or disposed of as follows:

- Organic and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
- To the greatest extent feasible: Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* shall be ground up and mixed with other organic material as defined in 310 CMR 16.02 at the MTC such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.

Liberty Market

Updated Diversity Plan

Liberty Market aims to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. The Liberty Market goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Liberty Market Inc's founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age, veteran status and sexual orientation. We are committed to hiring those best fit for the role.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Liberty Market is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

Liberty Market will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

Liberty Market will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics which this plan promotes are outlined below:

Diversity Plan Populations ("Program Populations"):

1. Minorities;
 2. Women;
 3. Veterans;
 4. People with disabilities; and
 5. People who are LGBTQ+
-

Goals

The goals that Liberty Market is committed to achieving through this plan and our vision include:

1. Make the Liberty Market workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
2. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Program Populations

RECRUITMENT AND HIRING PROGRAM-

Goals- Our goal for this program is to make the Liberty Market workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LGBTQ+
 - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

Program- Liberty Market looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people of all gender identities and sexual orientations in the operation of our company. To promote diversity and equity Liberty Market will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be forwarded to the MassHire Berkshire Career Center and posted in the Berkshire Eagle. Both of these entities serve Pittsfield Massachusetts which has the highest minority populations in the area.
 - Our first Job postings will be withing 60 days of receipt of our Final License
 - Second and subsequent job posting will be done as needed.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER/PARTNER PROGRAM-

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. Liberty Market is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. Liberty Market recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis. Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Program- Liberty Market will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. Liberty Market will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and
5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, Liberty Market will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the

applicant pool to ensure that our recruitment policies are generating a diverse representation;

2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the Liberty Market management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.