



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282830
Original Issued Date: 03/01/2021
Issued Date: 03/01/2021
Expiration Date: 03/01/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 7LEAF GARDENS LLC

Phone Number: 774-488-2478 Email Address: johnncleary.7leafgardens@gmail.com

Business Address 1: Charlotte Court

Business Address 2:

Business City: Middleborough Business State: MA

Business Zip Code: 02346

Mailing Address 1: 1120 Somerset Avenue PO BOX 401

Mailing Address 2:

Mailing City: North Dighton Mailing State: MA

Mailing Zip Code: 02764

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: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: John Last Name: Cleary 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: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Kevin

Last Name: Ledo

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: John

Last Name: Cleary

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$5000

Percentage of Initial Capital: 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Kevin

Last Name: Ledo

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$5000

Percentage of Initial Capital: 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: John

Last Name: Cleary

Suffix:

Marijuana Establishment Name: 7Leaf Gardens, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Middleborough

Marijuana Establishment State:

MA

Individual 2

First Name: Kevin

Last Name: Ledo

Suffix:

Marijuana Establishment Name: 7Leaf Gardens, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: Charlotte Court, Bldg 2, Lot 2a

Establishment Address 2: 41.857419,-70.8660704

Date generated: 03/25/2021

Establishment City: Middleborough	Establishment Zip Code: 02346
Approximate square footage of the Establishment: 10000	How many abutters does this property have?: 40
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier:	Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	7Leaf Host Community Agreement Certification Form.pdf	pdf	5fa414158cc05c081b1b68a1	11/05/2020
Community Outreach Meeting Documentation	7Leaf Gardens COM_Attestation.pdf	pdf	5fb6be7670836208402884ce	11/19/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5fb6be9575aac308359af0ae	11/19/2020
Community Outreach Meeting Documentation	7Leaf Community Outreach Meeting Permission from Town Mgr.pdf	pdf	5fd7d0b24a175107ac9544cb	12/14/2020
Community Outreach Meeting Documentation	7Leaf Community Outreach Meeting Supporting Documentation.pdf	pdf	5fda4ea963caf5075a67f960	12/16/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	7Leaf Positive Impact Plan.pdf	pdf	5fb834c83bf49c082a428a66	11/20/2020
Other	7Leaf Gardens PIP AHS Letter.pdf	pdf	5fb834fedd2d7407bedee613	11/20/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner	Other Role:
First Name: Kevin	Last Name: Ledo Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SOC.pdf	pdf	5fa41803dfcf9f07cd944348	11/05/2020
Articles of Organization	7Leaf Gardens Certificate of Organization .pdf	pdf	5fa418100daeb60847fab733	11/05/2020
Bylaws	7Leaf Operating Agreement vFinal.pdf	pdf	5fb6bf11df85ec07dfb8b211	11/19/2020
Secretary of Commonwealth - Certificate of Good Standing	7Leaf DUA letter.pdf	pdf	5fb6bf225b823307b79b8e57	11/19/2020
Department of Revenue - Certificate of Good standing	7Leaf Certificate of Good Standing (Dept of Revenue).pdf	pdf	5fd0e570c3fca007695a97f1	12/09/2020

No documents uploaded

Massachusetts Business Identification Number: 001428932

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	7Leaf Gardens Timeline to Become Operational.pdf	pdf	5fb6bf563bf49c082a4285b0	11/19/2020
Plan for Liability Insurance	7Leaf Gardens Insurance quote Proposal.pdf	pdf	5fb6bf734a2789086108f590	11/19/2020
Business Plan	7Leaf CCC App Business Plan.pdf	pdf	5fd0e58add0ccd077448f1a3	12/09/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	5fb6bfa3df85ec07dfb8b219	11/19/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5fb6bfaadd2d7407bedee0fe	11/19/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5fb6bfad3bf49c082a4285b6	11/19/2020
Policies and Procedures for cultivating.	Cultivation Plan.pdf	pdf	5fb6bfb670836208402884de	11/19/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5fb6bfce3bf49c082a4285ba	11/19/2020
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5fb6bfd26e60eb07f57f44d7	11/19/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5fb6bfdda75869080486e1c9	11/19/2020

Qualifications and training	Qualifications and Training.pdf	pdf	5fb6bfe270836208402884e2	11/19/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5fb6bfe90daeb60847fae345	11/19/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5fb6c00dedc7d60856d99611	11/19/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5fb6c015bd0d8e081433f009	11/19/2020
Security plan	Security Plan.pdf	pdf	5fb6c01a0daeb60847fae34f	11/19/2020
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	5fb6c01f4a2789086108f59c	11/19/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5fb6c024df85ec07dfb8b223	11/19/2020
Diversity plan	7Leaf Diversity Plan.pdf	pdf	5fda4edb4a175107ac954a99	12/16/2020

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Sunday From: 8:00 AM

Sunday To: 8:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

7 Leaf Gardens

2. Name of applicant's authorized representative:

John Cleary

3. Signature of applicant's authorized representative:

John Cleary

4. Name of municipality:

Middleborough

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

Robert G. Naves



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

Rent G. Nunez

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

munes@middleborough.com

8. Host community agreement execution date:

10/14/2020

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

7Leaf Gardens LLC

Name of applicant's authorized representative:

John Cleary

Signature of applicant's authorized representative:

John Cleary



Attachment A

Contingency Plan, 310 CMR 40.000. To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. The site has been classified as TIER I pursuant to 310 CMR 40.0500. On about October 16, 2020, the Potential Responsible Party and owner of 22 Spruce Street filed a Tier I Classification Submittal with the Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Mr. William R. Hoyerman of Environmental Consultants, Inc., 31 Bellows Road, Raynham, MA, (774) 501-2176. The Tier Classification Submittal and the disposal site file can be viewed at MassDEP website using Release Tracking Number 4-28016 at <https://eeonline.eea.state.ma.us/portal#/search/wastesite> or contact the MassDEP Southeast Regional Office at (508) 946-2700. Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.

October 22, 2020

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

Witness, Hon. Edward G. Boyle, First Justice of this Court.
Date: October 07, 2020

Matthew J. McDonough
Register of Probate

October 22, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

ance if you object to the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE

The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

Witness, Hon. Edward G. Boyle, First Justice of this Court.
Date: October 02, 2020

Matthew J. McDonough
Register of Probate

October 22, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The Middleborough Conservation Commission will hold a hearing under M.G.L. c. 131, s.40, the Wetlands Protection Act, proposing construction of a 15'x35' concrete patio area with associated overhead awning on the outside of the building. All work within existing paved area. No new impervious areas are proposed as part of this project, within 100-feet of a bordering vegetated wetland at 114 East Grove Street, Map 65, Lot 2925. Hearing has been requested by Jon Pell. Hearing will be held **October 29, 2020 at 7:30 pm via remote**. Register in advance for this meeting: https://zoom.us/join/https://zoom.us/join/register/tJAqcuGqgzlpGt2D6TY_Oki49iBJTQ4VfYe

Jacqueline Jones, Chair
Diane C. Stewart, 1st Co-Vice Chair
Peter Gately, 2nd Co-Vice Chair
Adam Guaraldi
Melissa Guimont
Edward Medeiros
Nancy Ockers
October 22, 2020

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The Middleborough Conservation Commission will hold a hearing under M.G.L. c. 131, s.40, the Wetlands Protection Act, After-the-fact filing for **Emergency Certificate for storm cleanup from August 22, 2020**. Work includes cutting of all fallen trees, removal of trees and limbs and woody debris, filling in any holes created from fallen trees, repair of structures and stabilization of disturbed areas, within 100-feet of a bordering vegetated wetland at 375 Wareham Street, Map 73, Lot 5813. Hearing has been requested by Annette Egersheim, Old Colony YMCA. Hearing will be held **October 29, 2020 at 7:45 pm via remote**. Register in advance for this meeting: https://zoom.us/join/https://zoom.us/join/register/tJAqcuGqgzlpGt2D6TY_Oki49iBJTQ4VfYe

Jacqueline Jones, Chair
Diane C. Stewart, 1st Co-Vice Chair
Peter Gately, 2nd Co-Vice Chair
Adam Guaraldi
Melissa Guimont
Edward Medeiros
Nancy Ockers
October 22, 2020

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

Notice is hereby given by 7Leaf Gardens LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Cultivation and Product Manufacturing Establishment is scheduled for **November 5, 2020 at 5:00 PM** and will be open to the public. The facility is anticipated to be located at Charlotte Court, Bldg 2, Lot 2a, Middleborough, MA. There will be an opportunity for the public to ask questions. In advance of the meeting, you may email your questions to info@7leafgardens.com.

Instructions for joining the virtual meeting are as follows:

1. Open any internet browser
2. Copy the link: <https://us02web.zoom.us/j/84191651172>
3. Paste the link into your search bar
4. Select Join Now
5. After the presentation, the presenter will answer additional questions.

Meeting Materials may be accessed at:
<https://bit.ly/37cLf7b>

October 22, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

Attachment B & C

Notice is hereby given by 7Leaf Gardens LLC (“7Leaf”) that a Community Outreach Meeting for a proposed Marijuana Cultivation and Product Manufacturing Establishment is scheduled for **November 5, 2020 at 5:00 PM** and will be held virtually and is open to the public. The proposed Marijuana Cultivation and Product Manufacturing Establishment is anticipated to be located at **Charlotte Court, Bldg 2, Lot 2a, Middleborough, MA 02346**. There will be an opportunity for the public to ask questions.

The meeting will cover, at minimum, the following topics: a) the proposed location and the types of the Marijuana Establishments to be located at the proposed address; b) information adequate to demonstrate that the location will be maintained securely; c) steps taken by 7Leaf to prevent the diversion of marijuana to minors; d) 7Leaf’s plan to positively impact the community; and d) information demonstrating how 7Leaf intends to ensure that the location will not constitute a nuisance to the community as defined by the law.

In advance of the meeting, you may email your questions to info7leafgardens@gmail.com. Questions not emailed to info7leafgardens@gmail.com 24 hours before the meeting will not be addressed.

Instructions for joining the virtual meeting are as follows:

1. Open any internet browser (Google, Firefox, Safari)
2. Copy the link: <https://us02web.zoom.us/j/84191651172>
3. Paste the link into your search bar
4. Select Join Now
5. You have now joined the Community Outreach Meeting. Please keep your microphone muted.
6. After the presentation, the presenter will answer additional questions.

Meeting Materials may be accessed via this link (copy and paste into browser): <https://bit.ly/37cLf7b>

A copy of this notice was filed with the town clerk.

A copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Plan to Remain Compliant with Local Zoning

The proposed facility for the marijuana establishment of 7Leaf Gardens, LLC ("7Leaf Gardens") is located at Charlotte Court, Bldg 2, Lot 2a, formerly known as 370 Wareham St, Lot 2, Bldg 2, in Middleborough. The address is currently zoned for General Use within the Cannabis Business District, as defined by the Middleborough Zoning Ordinance. The Location complies with the Town mandated 500-foot buffer zone requirement from any public or private school or daycare center.

A Special Permit issued by the Planning Board is required for all Marijuana Establishments operating in Middleborough (Chapter 275 Zoning: Section 8.5.4.1). 7Leaf Gardens will pursue this Special Permit once it has obtained a provisional license from the Cannabis Control Commission. The Town of Middleborough will not accept an application for the special permit until a provisional license is obtained from the CCC.

The General Provisions of the Cannabis Business District are as follows (Chapter 275 Zoning: Section 8.5.4.):

1. *Special Permit. A Special Permit shall be required for the operation of a Marijuana Establishment, as defined by G.L. c.94G, § 1. For the purposes of this Section, the Special Permit Granting Authority (SPGA) shall be the Planning Board.*
2. *CCC License. All permitted Marijuana Establishments shall have a provisional license from the Cannabis Control Commission (CCC) and shall comply with all applicable state and local public health regulations and all other applicable state and local laws, rules and regulations at all times. No Special Permit shall be issued for a Marijuana Establishment that has not received a provisional license from the CCC.*
3. *Cessation of Operation. The Special Permit shall be valid only for the Applicant and shall become void if the Applicant ceases operating the licensed Marijuana Establishment for a period of three (3) consecutive months, except where such cessation is the result of natural disaster, act of terrorism, riot, or other criminal acts of third parties, strike or other force majeure event determined by the SPGA to constitute good cause.*
4. *Loss of CCC License; Failure to Obtain Final License. The Special Permit shall become void if a Final License is not issued by the CCC or upon the expiration or termination of the Marijuana Establishment's CCC license.*
5. *Parking and Loading. Parking and loading for a Marijuana Establishment shall be in accordance with Section 5.3 - Off Street Parking and Loading of Middleborough's Zoning By-Law. However, the SPGA may require a greater number of parking spaces and/or loading bays if it finds, based on the application, plans and documents submitted to the SPGA regarding operation of the Marijuana Establishment, that the minimum requirements are not sufficient.*
6. *Signs. The SPGA may impose restrictions on signage as appropriate for the site. If additional sign restrictions are not specified within the Special Permit, the Marijuana Establishment shall abide by 935 CMR 500.105(4).*
7. *Enclosed Building. All Marijuana Establishments, with the exception of licensed Marijuana Transporters, as defined in 935 CMR 500.002, shall operate within a fully enclosed building and shall not operate within any mobile facility. A minimum separation of seven hundred fifty (750) feet is required between Marijuana Retail Establishments. The distance under this section is measured in a straight line from the nearest point of each structure containing a marijuana establishment to the structure proposed to contain the Marijuana Establishment.*

8. *Hours of Operation may be set by the Planning Board but, if none are specified in the Special Permit, hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Saturday and 12:00 p.m. to 6:00 p.m. on Sunday.*

Furthermore, the Town of Middleborough has established the following prohibition against nuisances (Chapter 275 Zoning: Section 8.5.7):

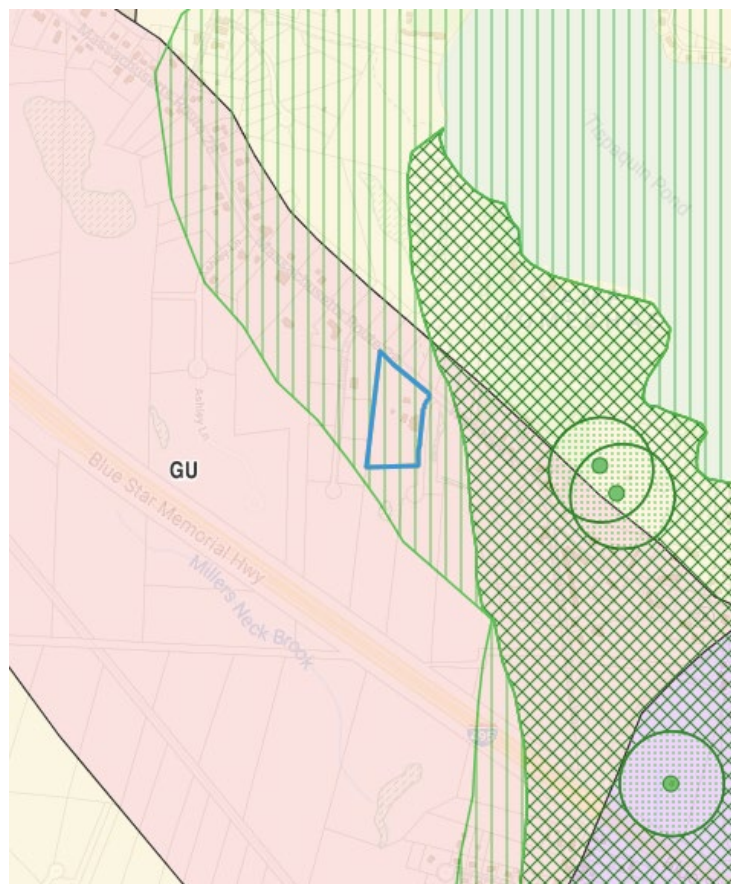
The Marijuana Establishment shall not create a nuisance to abutters or to the surrounding area, or create any hazard, including, but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent, or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area. Violation of this Bylaw or the conditions of any Special Permit issued hereunder shall entitle the Planning Board to notice a public hearing to consider the modification, suspension or revocation of the Special Permit or any orders or conditions relating thereto.

7Leaf Gardens will obtain this special permit of the Planning Board prior to commencing operation. 7Leaf Gardens will operate within the parameters of the Cannabis Business District zone ordinance and its special permit and will make no changes to the premises or its operation that would violate said ordinance or special permit. 7Leaf Gardens will provide copies of all applicable permits to the CCC as part of its Architectural Review Request.

See property outlined in blue in Zoning Map, below.

Zoning

- Business
- Commercial Development
- General Use
- General Use A
- General Use X
- Industrial
- Residence A
- Residence B
- Residence R (Rural)



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: "Robert G. Nunes" <rnunes@middleborough.com>
Date: December 14, 2020 at 1:46:27 PM EST
To: John Cleary <johncleary.7leafgardens@gmail.com>
Subject: RE: Virtual Community Outreach

Hi John,

The Town of Middleborough allowed 7Leaf Gardens to hold a virtual community outreach meeting on November 5, 2020.

In the meantime, if you have any questions or comments, please do not hesitate to contact me.

Bob Nunes
Town Manager

-----Original Message-----
From: John Cleary <johncleary.7leafgardens@gmail.com>
Sent: Monday, December 14, 2020 12:07 PM
To: Robert G. Nunes <rnunes@middleborough.com>
Subject: Virtual Community Outreach

[NOTICE: This message originated outside of the Town of Middleborough mail system -- PLEASE DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Bob,
Can you please write an approval letter stating that the town allowed us to hold the Community Outreach Meeting virtual, the Commission is requesting we provide written approval? The date of the meeting was November 5, 2020. Thank you.
John Cleary

When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record and therefore cannot be kept confidential.

[REDACTED]

RE: 7Leaf Garden's Community Outreach Meeting

Please note the video recording of 7Leaf Gardens Community Outreach Meeting was emailed to licensing@cccmass.com on 12/16/2020 as requested in the RFI dated 12/16/2020.

There were 3 attendees present at the meeting, excluding 3 hosts/moderators and one typist for closed captioning.

Positive Impact Plan

This Positive Impact Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiatives 7Leaf Gardens plans to engage in, in order to positively impact disproportionately impacted people/groups as defined the by Commission. Specifically, 7Leaf Gardens has decided to focus this plan on benefitting past or present residents of Taunton, which have been identified by the Commission as disproportionately impacted people.

7Leaf Gardens will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by 7Leaf Gardens will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Goals

1. **Provide business assets to benefit Associates for Human Services, Inc., a non-profit that provide support to residents of Taunton.**
2. **Organize at least one (1) community “clean-up” initiative per year in Taunton.**

Associates for Human Services, Inc.

Associates for Human Services, Inc. (AHS) is a not-for-profit agency founded 46 years ago to meet a wide range of human services needs in local communities including Brockton, New Bedford, and Taunton. Support services are provided for infants, toddlers, youth, adults, and seniors experiencing developmental disabilities or delays, as well as families struggling economically and youth at-risk of educational failure. AHS has four programs:

- **Early Intervention** is an integrated developmental service for families of children, from birth to age three, who have identified disabilities (e.g. down syndrome) or whose development is at risk due to certain circumstances (e.g. prematurity) or environmental circumstances (e.g. homelessness), or who are delayed in one or more areas of development.
- **Early Head Start** Home-Based Model that provides comprehensive services to expectant families, as well as families with children birth to age 3, who meet income eligibility guidelines. **Early Head Start** Center-Based Model provides free comprehensive services and supports to families with children birth to age 3 who meet income eligibility and are enrolled in one of our partnership childcare centers.
- **Taunton Area School to Career (TASC)** is an educational partnership, which provides a necessary linkage between school and the world of work, career, and life through activities such as Job Shadowing, Student Internships, and the Career Mentor Program. **TASC** serves students from Bristol County Agricultural High School, Taunton High School and the Taunton Alternative High School.
- **Wise Adult Day Health Services** is a day program for adults experiencing health care issues or whose ability to function independently is limited. **Wise** is designed to provide quality services,

including daily leisure, recreational and preventive health activities to aging, or disabled individuals.

Programs

7Leaf Gardens will develop specific programs to effectuate its stated goals to positively affect areas of disproportionate impact. The below lists actions, activities, and processes that will be utilized to achieve the outlined goals that 7Leaf Gardens plans to implement.

Program One: Provide business assets to benefit Associates for Human Services, Inc., a non-profit that provide support to residents of Taunton.

- 7Leaf Gardens will donate at least \$1,000 quarterly to Associate for Human Services. Donations will commence within the first year that the proposed facility commences operations.

Program Two: Organize at least one (1) community clean-up initiative per year in Taunton.

- Every year, 7Leaf Gardens employees will identify an area of the city that could benefit from a clean-up initiative. Clean up initiatives could involve clearing litter or planting gardens, for example. All 7Leaf Gardens employees will be given the opportunity to participate, as well as volunteers from the community.

Measurements

7Leaf Gardens has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a 7Leaf Gardens license, designated 7Leaf Gardens agents, including members of management, will meet to review the Positive Impact Plan. In the internal review, 7Leaf Gardens will evaluate the plan and its measurements, analyzing the successes and failure, addressing potential adjustments. The General Manager is responsible for guiding and ensuring the success of this plan and will update the CEO on progress on a monthly basis.

Program One Metrics: 7Leaf Gardens accounting processes will keep record of all donations made to charities. The General Manager will be responsible for ensuring that at least \$4,000 is donated to AHS annually once operational.

Program Two Metrics: Human Resources will keep record of clean-up initiatives, including who participates, what service was performed, and who benefitted from the initiative. Human Resources will report progress of these metrics to the General Manager on a monthly basis.



William Francis Galvin
Secretary of the
Commonwealth

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

October 14, 2020

TO WHOM IT MAY CONCERN:

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

7LEAF GARDENS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 4, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **KEVIN LEDO, JOHN CLEARY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **KEVIN LEDO, JOHN CLEARY, MICHAEL D MACCLARY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KEVIN LEDO, JOHN CLEARY**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001428932

1. The exact name of the limited liability company is: 7LEAF GARDENS LLC

2a. Location of its principal office:

No. and Street: 1120 SOMERSET AVENUE
PO BOX 401

City or Town: NORTH DIGHTON State: MA Zip: 02764 Country: USA

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

No. and Street: 1120 SOMERSET AVENUE
PO BOX 401

City or Town: NORTH DIGHTON State: MA Zip: 02764 Country: USA

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

TO ENGAGE IN THE BUSINESS OF MANAGING, DEVELOPING AND OPERATING REAL ESTATE AND TO DO ALL THINGS INCIDENT THERETO.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN CLEARY
 No. and Street: 1120 SOMERSET AVENUE
PO BOX 401

City or Town: NORTH DIGHTON State: MA Zip: 02764 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KEVIN LEDO	1120 SOMERSET AVENUE NORTH DIGHTON, MA 02764 USA
MANAGER	JOHN CLEARY	1120 SOMERSET AVENUE NORTH DIGHTON, MA 02764 USA

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

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MICHAEL D MACCLARY	125 HIGH STREET BOSTON, MA 02110 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KEVIN LEDO	1120 SOMERSET AVENUE NORTH DIGHTON, MA 02764 USA
REAL PROPERTY	JOHN CLEARY	1120 SOMERSET AVENUE NORTH DIGHTON, MA 02764 USA

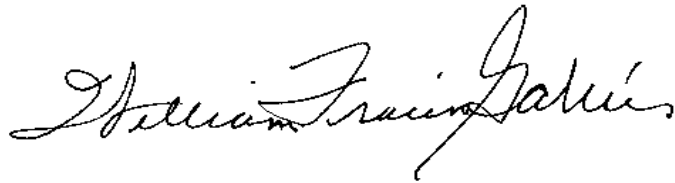
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of March, 2020,
MICHAEL D. MACCLARY
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

March 04, 2020 11:44 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

7LEAF GARDENS LLC
OPERATING AGREEMENT

This Operating Agreement (the "Agreement") of 7Leaf Gardens LLC (the "LLC" or the "Company"), a Massachusetts limited liability company, dated as of 10 / 1, 2020, is entered into by and among the Company and those persons and entites listed on Schedule A hereto. The persons and entites listed on Schedule A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a "Member" and collectively as the "Members".

WHEREAS, the Company has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by filing on March 4, 2020 of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

OPERATING AGREEMENT

1. Management.

(a) The LLC shall be managed by Kevin Ledo and John Cleary (the "Managers"). The Managers shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this operating agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC and (ii) to take any other action not prohibited under the Act or other applicable law.

(b) All decisions of the Members respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of the holders of more than 50% in interest, based on percentage interests held as Members as set forth on Schedule "A" hereto ("Percentage Interests"), unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required.

(c) The LLC shall be a limited liability company created for the sole purpose specified in Article 2, and this Agreement shall not be deemed to create an agreement with the Managers or among the Members with respect to any activities whatsoever other than the activities within the business purposes of the LLC as specified in Article 2.

(d) Neither the Managers nor any Member shall have any power to bind the LLC or the Managers or any other Member, as applicable, except as specifically provided in this Agreement. Neither the Managers nor any Member nor the LLC shall be responsible or liable for any indebtedness or obligation of any other Member or the Managers, as applicable, incurred either before or after the execution of this Agreement, except as to those joint responsibilities,

liabilities, indebtedness or obligations incurred pursuant to, and as limited by, the terms of this Agreement.

2. Purposes, Business and Powers.

The purpose and business of the Company shall be:

(a) The general character of the business of the LLC is to engage in the business of buying, selling, managing, developing and operating real estate and to do all things incident thereto; and

(b) to conduct any and all other businesses, purposes or activities permitted by law; to pursue such other opportunities as may be appropriate for the Company; and to have and exercise all powers which are necessary or desirable to carry out the foregoing (collectively the "Business").

All of the foregoing purposes and businesses may be done directly by the Company, through one or more subsidiaries or affiliates, or both.

When conducted by the Company, all of the activities described above shall be deemed to be in the ordinary course of the Company's business for purposes of the Act. The purposes and Business of the Company may be conducted alone, with other Persons, or through other Persons in which the Company is a partner, joint venturer, shareholder, member, or beneficiary in which the Company holds an ownership, equity, or beneficial interest.

3. Capital Contributions; Capital Account; and Liability of Members.

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule "B" hereto. Additional capital contribution may be made by a Member if agreed to by the Members and shall be further reflected on Schedule "B" hereto.

(b) Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid and capital contributed by it or to receive any other payment in respect of its interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement

(c) The LLC shall (a) observe all limited liability company formalities, including the maintenance of current minute books, (b) maintenance of its own separate and distinct books of account, bank account, and limited liability company records, (c) cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the LLC and its assets and liabilities, (d) pay all its liabilities out of its own funds, (e) in all dealings with the public, identify itself, and conduct its business, under its own name and as a separate and distinct entity, (f) independently make decisions with

respect to its business and daily operations, (g) maintain an arm's length relationship with its "affiliates" (as such term is defined below), (h) pay the salaries of its own employees, (i) allocate fairly and reasonably any overhead for shared office space, (j) use separate stationery, invoices and checks, (k) at all times remain solvent, (l) file its own tax return, and (m) maintain adequate capital sufficient to carry out these enumerated covenants and conduct its business as described herein. As used herein, "affiliate" means any person controlling, under common control with, or controlled by the person in question, and the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

(d) A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distribution to such Member, and such Member's share of the net losses of the LLC.

(e) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their contribution; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. No Member, in his, her or its capacity as a Member (or, if applicable, as a Manager), shall have any liability to restore any negative balance in his, her or its Capital Account. In no event shall any Member, in his, her or its capacity as Member, be personally liable for any liabilities or obligations of the LLC.

4. Return of Contribution. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

5. Share of Profits and Other Items.

(a) The net profits, net losses, net cash flow and net proceeds of any sale or refinancing of any property of the LLC or upon liquidation of the LLC (collectively, the "Income") shall be allocated among the Members according to the Percentage Interests of each Member until all of the capital contributions of the Members have been returned to the Members. Subject to the foregoing, distributions to the Members shall be made as such times and in such amounts as the members shall determine. Such allocation of any cash distributions referred to above shall take place only after members have received back any capital contributions made to the LLC pursuant to paragraph 2(a). In the event at time of contribution the respective capital contribution of the Members are unequal, such distribution shall be 50/50 until the first Member has been fully reimbursed. At that time, further distribution, if any, will be made entirely to the Member whose capital contribution has not been fully reimbursed until such member has been fully reimbursed.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting LLC's federal income tax return. For tax purposes, all items of depreciation, gain, losses, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

6. Substitution and Assignment of a Member's Interest. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever. Notwithstanding the above, any Member may transfer its interest in the LLC to any entity which is wholly owned and controlled by said Member, without consent of any other Members.

7. Admission of Additional Members. Additional members may be admitted to the LLC if agreed to by all Members.

8. Priorities. No Member shall have any rights or priority over any other Members as to contributions or as to distribution or compensation by way of income, with the exception of capital account distribution pursuant to this Agreement.

9. Continuation of the LLC. The Members may continue the business of the LLC upon the occurrence of any event which constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Any such election shall be made by the Members by action of the holders of more than 50% in Percentage Interests.

10. Termination of Membership; Return of Capital. No Member may terminate his or its membership in the LLC or have any right to distributions respecting his membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such member's contribution.

11. Books and Records; Bank Accounts.

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books. Within 60 days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance as of the end of the fiscal year and statements of income and cash audit for such fiscal year. Any Member may, at any time, at his or its own expense, cause an audit or review of the LLC books to be made by a certified public accountant or his, her or its own selection.

(b) Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 or each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) The Members shall cause the LLC, to maintain one or more accounts in a bank (or banks) which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposed specified in this Agreement.

(d) John Cleary shall be the "tax matter partner" of the LLC for purpose of the Code.

12. Indemnity: Other Business.

(a) Each Member, and the officer, directors and shareholders of any Member shall be entitled to be indemnified by the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement; and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

(b) The Members, Manager(s), and any Affiliates of any of them may engage in and possess interest in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

13. Miscellaneous.

(a) Subject to the restrictions on transfers set forth herein, the Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successor-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provision of this Agreement. None of the provisions of the Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.

(b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

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

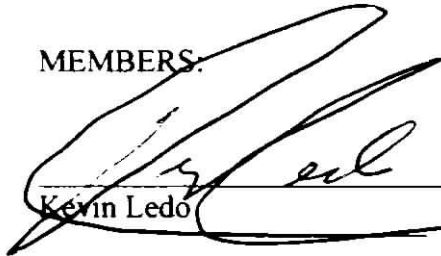
(d) This Agreement may be executed in number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

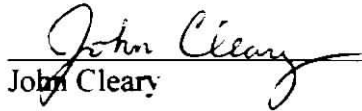
(e) Any and all notices under this Agreement shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record in the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

(f) This Agreement embodies the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understanding relating to such subject matter.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement as of the date first above written.

MEMBERS:


Kevin Ledo


John Cleary

SCHEDULE "A"

7LEAF GARDENS LLC
PERCENTAGE INTEREST

<u>Name</u>	<u>Percentage Interest</u>
Kevin Ledo	50 %
John Cleary	50 %
Total:	100%

SCHEDULE "B"

7LEAF GARDENS LLC

INITIAL CAPITAL CONTRIBUTIONS

<u>Name</u>	<u>Amount</u>
Kevin Ledo	\$ <u>5,000.00</u>
John Cleary	\$ <u>5,000.00</u>
	<u>Total \$ 10,000.00</u>

4824-3745-5299.1

November 11, 2020

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

RE: Certificate of Good Standing from the Department of
Unemployment Assistance

To whom it may concern:

The purpose of this letter is to verify that 7Leaf Gardens LLC (7Leaf Gardens) has not submitted a Certificate of Good Standing from the Department of Unemployment Assistance (DUA) as part of this licensure application. 7Leaf Gardens does not have any individuals on payroll at this time. Therefore, 7Leaf Gardens has not obtained a Certificate of Good Standing from the DUA.

Once 7Leaf Gardens has employees on payroll, we will register the business with the DUA and will obtain a Certificate of Good Standing. This Certificate of Good Standing will be forwarded to the Cannabis Control Commission as soon as it is available.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Cleary".

John Cleary
Co-Owner of 7Leaf Gardens LLC
Charlotte Court, Bldg 2, Lot 2a
Middleborough, MA 02346

7Leaf Gardens | Charlotte Court, Bldg 2, Lot 2a,
Middleborough, MA 02346 | 774-488-2478



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

mass.gov/dor

Letter ID: L1371253056
Notice Date: December 2, 2020
Case ID: 0-000-443-943



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JOHN CLEARY
7LEAF GARDENS LLC
BLDG NORTHDIGHTON
1120 SOMERSET AVE
NORTH DIGHTON MA 02764-7000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 7LEAF GARDENS LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Insurance Proposal

Wednesday, October 28, 2020

Prepared for: **7Leaf Gardens**

Policy Period: **10/31/2020** to **10/31/2021**

Thank you for your submission! We are excited to inform you that we have secured a quote for the above captioned insured.

Please read the attached quote carefully to confirm coverage is as requested.

Total Policy Cost: **\$9,825.36**

Carrier: **Knight Specialty Insurance Company**

Agency: **Varney Agency**

Agency Commission: **10%**

This policy must be PAID IN FULL at inception.

The following information is required in order to bind coverage:

- 1.** Signed Request to Bind by an owner or executive officer of the insured.
- 2.** Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
- 3.** Three years of company loss runs. If the applicant has had no prior insurance (New Venture), a signed No Known Loss Letter is required.
- 4.** Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or 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 us to complete the file as this is a requirement to maintain your policy in good standing.
- 5.** Completed Due Diligence Form
- 6.** If Products Liability was selected, the **KSI 30 11 10 18 Product Liability Mid-Year Audit** form must be completed.
- 7.** If Product Withdrawal was selected, the **KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal** form must be completed.

SafeHerb is 100% focused on the Cannabis industry. Our goal is to cultivate partnerships by providing tailored, comprehensive risk solutions for the THC and Hemp industry with a superior level of expertise and service. Please let us know if there is anything we can do to help you choose SafeHerb.

Ask us about our Premium Financing!



Policy Quote

Effective Date: 10/31/2020 TO 10/31/2021
 Agent: Varney Agency 10%

Insured: 7Leaf Gardens
 State of Operation: MA
 Quote Date: 10/28/2020
 Quote Expiration: 11/27/2020

PREMIUM BREAKDOWN:							
	Premium	SLT Rate	Tax Amount	Stamping Fee	Stamp Amount	Handling Fee	Total Cost
General Liability	\$ 2,500	4.00%	\$ 100.00	0.00%	\$ -	\$ 250	\$ 2,850.00
Products Liability	\$ 4,409	4.00%	\$ 176.36	0.00%	\$ -	\$ 250	\$ 4,835.36
Property	\$ 1,000	4.00%	\$ 40.00	0.00%	\$ -	\$ 250	\$ 1,290.00
Cargo	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	\$ -
					Safety/Loss Advisory Visit Fee		\$ 850.00
Total:	\$ 7,909		\$ 316.36		\$ -	\$ 750	\$ 9,825.36

LOC , BLG

Scheduled Locations

1 , 1	Cultivation
	3 Charlotte Court Building #2 , Middleborough , MA 04219
	,
	,
	,
	,



Proud Member of



www.safeherb.com

COVERAGE BREAKDOWN:

General Liability -Premise Knight Specialty Insurance Company			
Occurrence Form	Coverage Limits	Rating	
Per Occurrence/ Policy Aggregate	\$2M/\$5M	Sales	\$ 2,100,000
Personal & Advertising Injury	\$ 1,000,000		
Damage to Premises Rented to You	\$ 100,000		
Medical Payments	Excluded		
Hired and Non-Owned Auto Endorsement	Excluded		
Additional Insured			
Waiver of Subrogation			
Primary Wording			
Premise Deductible -BI/PD	\$5,000		

Products Liability Knight Specialty Insurance Company			
Claims Made Form	Coverage Limits	Rating	
Per Claim/ Policy Aggregate	\$1M / \$2M	Sales	Non-Accessories \$ 2,100,000
PL -Deductible	\$2,500 (Per Claim)		
Endorsements			
Product Withdrawal	\$ -		Accessories
PW -Deductible	\$ - (Per Claim)		\$ -
Retro Active Period	Date: Inception		
Vendor AI Certificate	Not Covered		
Vendor AI Blanket	Not Covered		

Commercial Property Knight Specialty Insurance Company			
Coverage Extension Tier:	None	Coverage Limits	Rating
Building		\$ -	TIV RC, 80% Coinsurance
Tenant's Improvements		\$ -	TIV RC, 80% Coinsurance
Business Personal Property		\$ -	TIV RC, 80% Coinsurance
Cannabis Equipment/Tools		\$ 250,000	TIV ACV, 80% Coinsurance
Cannabis Inventory/Finished Stock		\$ -	TIV ACV, 80% Coinsurance
Indoor Crop		\$ -	TIV Per Plant Valuation, 80% Coinsurance
Business Income		\$ -	TIV AV
Property Deductible		\$ 5,000	(Per Occurrence)
Wind/Hail Deductible		\$ -	(Per Occurrence)

Commercial Property Endorsement (Fully Earned)	None	AV= Agreed Value	RC= Replacement Cost
		\$ -	
Blanket Coverages	Accounts Receivable		
	Debris Removal Increased Limit		
	Personal Effects and Property of Others	\$ -	
	Valuable Papers and Records		
	Refrigerated Goods Spoilage	\$ -	
	Back Up of Sewer/Braid & Seepage	\$ -	
	Brands and Labels	\$ -	
	Computers and Computerized Equipment	\$ -	
	Computer Fraud	\$ -	
	Electronic Data	\$ -	
	Electrical Injury/Utility Services	\$ -	
	Employee Dishonesty	\$ -	
	Extra Expense	\$ -	
	Fine Arts	\$ -	
	Fire Department Service Charge	\$ -	
	Fire Protection Equipment Recharge	\$ -	
	Forgery and Alteration	\$ -	
	Money and Securities	\$ -	
Newly Acquired or Constructed Property	Building		0
	Personal Property	\$ -	
<i>Ordinance or Law Coverages</i>	<i>Loss to Undamaged Portion of the Building</i>	\$ -	
	<i>Demolition</i>	\$ -	
	<i>Increased Cost of Construction</i>	\$ -	
	<i>Outdoor Property</i>	\$ -	
	<i>Premises Boundary Increased Distance</i>	\$ -	
	<i>Preservation of Property</i>	\$ -	
	<i>Replacement Cost Optional Coverage - Redefined</i>	\$ -	
	<i>Trees, Shrubs and Plants</i>	\$ -	
These apply only when the Business Income or Extra Expense Coverage Forms are a part of this policy.	Extended Business Income Increased Time Period	No Increase	
	Newly Acquired Locations Increased Limits	\$ -	
	Utility Services	No Increase	
	Premises Boundary Increased Distance	No Increase	

Equipment Breakdown Knight Specialty Insurance Company		Coverage Limits
Equipment Breakdown Coverage		\$ 250,000
Spoilage Limit		\$ -
Business Interruption Limit		\$ -
Deductible		\$ 5,000

Cargo Knight Specialty Insurance Company			
	Coverage Limits	Premium	Rating
Cannabis Cargo	\$ -		Vehicles
Cash/Securities	\$ -		
Deductible	\$ -		

Coverage Forms

Form #	Description
<u>Interline</u>	
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion of Certified Acts of Terrorism
KSI 01 00 10 18	Additional Exclusions, Terms, and Conditions
KSI 01 02 10 18	Surplus Lines Disclosures
<u>Property</u>	
CP DS 00 10 00	Commercial Property Declarations
CP 00 90 07 88	Commercial Property Conditions
KSI 20 01 10 18	Building and Personal Property Coverage Form
KSI 20 02 10 18	Business Income (and Extra Expense) Coverage Form
CP 10 30 10 12	Property Causes of Loss - Special Form
KSI 20 03 10 18	Additional Exclusions, Terms, and Conditions Cannabis Business Property
KSI 20 04 10 18	Exclusion -All Pesticides, Pest, and Bugs, Virus, or Fungal Disease
KSI 20 05 10 18	Limitation of Liability Endorsement
KSI 20 06 10 18	Locked Vehicle Warranty
KSI 20 10 10 18	Aluminum Wiring Exclusion
KSI 20 11 10 18	Roofs Over 10 Years Old
KSI 20 12 10 18	Track and Trace Warranty
KSI 20 14 02 20	Equipment Breakdown Coverage Form
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 32 08 08	Water Exclusion Endorsement
CP 12 11 10 00	Burglary and Robbery Protective Safeguards
<u>CGL -Premise Liability</u>	
KSI 10 00 10 18	Commercial General Liability Declarations Page
KSI 10 03 10 18	Common Policy Conditions
KSI 10 01 09 19	Commercial General Liability Coverage Form
KSI 10 02 10 18	Additional Exclusion, Terms, Conditions, Warranties Cannabis Business Liability
KSI 10 06 10 18	Absolute Weapons Exclusion
KSI 10 07 10 18	Sublimit of Assault & Battery
KSI 10 08 10 18	Animals Exclusion
KSI 10 09 10 18	Residential Occupancy Exclusion
KSI 10 10 10 18	Employees of Independent Contractors Exclusion
<u>Products Liability</u>	
KSI 30 00 10 18	Product Liability Declarations Page
KSI 30 01 04 20	Products/Completed Operations Liability Claims Made and Reported Insurance
KSI 30 04 10 18	Minimum Earned Premium Endorsement
KSI 30 05 10 18	Short Rate Cancellation Table
KSI 30 06 04 20	Specified Products Exclusion
KSI 30 07 10 18	Service of Suite Clause
KSI 30 10 10 18	Online Sales Limitation - Intrastate Only
KSI 30 11 10 18	Product Liability Mid-Year Audit Requirements
KSI 30 12 10 18	Products/Completed Operations Defense Cost Limitation Endorsement
KSI 30 13 10 18	Proposition 65 Warnings Exclusion
KSI 30 14 10 18	Seepage and/or Pollution and/or Contamination Exclusion
KSI 30 15 10 18	Additional Exclusions Endorsement
KSI 30 17 10 18	Limited Product Withdrawal Expense Endorsement
KSI 30 18 10 18	Duties in the Event of a Claim or Suite or a Defect or Product Withdrawal

NOTE: This proposal does not convey any insurance and is not a binder of insurance. This proposal is an estimated premium indication for the stated coverages. It may be revised to reflect additional information provided to us and may be subject to adjustment due to audit. The proposal is intended to be accepted or rejected in its entirety, or you may work with your agent to request changes. Certain coverages, terms, conditions, perils or limits requested may not be included in this proposal. Premium indications are valid for 30 days from the date of the proposal. Insurance products are provided by Knight Specialty Insurance Company. All changes must be made in writing and will require approval by SafeHerb.

Terms and Conditions

1. This Quotation must be delivered to the client prior to binding coverage.
2. This Quotation is based on the underwriting information in your application or provided by you. The terms being offered may not be the same or as broad as requested in your application. Please review this quotation carefully and advise us if you have any questions.
3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This quotation can be withdrawn any time prior to binding.
4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may effect coverage.
5. This quotation is conditioned upon the payment of all outstanding premiums for all policies.
6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. Failure to cooperate by the applicant may effect coverage.

Subjectivities

This Quotation is subject to receipt, review and acceptance of the following items prior to binding:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Please provide a signed no loss statement.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or 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 us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the KSI 30 11 10 18 Product Liability Mid-Year Audit form must be completed.
7. If Product Withdrawal was selected, the KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal form must be completed.

REQUEST TO BIND

Request to Bind: The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

Required Notification of Any Changes: The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify SafeHerb of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

Applicant Warranty: The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided. This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

Applicant Name: _____

Signed By: _____
(Please type or print name and title)

Signature: _____
(Must be signed and dated by Principal or Officer of Applicant)

Date: _____



7Leaf Gardens, LLC

Middleborough, MA

Business Plan
Fall 2020

This document is for educational/illustrative purposes only.

This is not a solicitation for capital. Figures presented in this document are not to be treated as validated assertions or promise/forecast of financial returns.

I. Executive Summary

7Leaf Gardens LLC (“7Leaf Gardens”) is a Massachusetts-based company in the process of becoming a licensed adult-use marijuana *cultivator and product manufacturer* within the Commonwealth of Massachusetts. 7Leaf Gardens is dedicated to producing and distributing high-quality products to other licensed operators. 7Leaf Gardens’ mission is to provide excellent products and make a positive impact on both its customers & community.

7Leaf Gardens is founded on a commitment to understanding the science of cannabis, creating a culture of unity and diversity, and producing quality products while participating in good corporate citizenship.

7Leaf Gardens’ business philosophy is that consumer safety and product efficacy come first and foremost. By placing the consumer at the core of the business philosophy, quality becomes the main driver within business operations. From cultivation and manufacturing methods, to decisions on sustainability and security, with quality as the driver, 7Leaf Gardens will achieve desired optimal results.

7Leaf Gardens’ indoor state-of-the-art facilities will have controlled environmental systems that deliver consistent replicated results. 7Leaf Gardens will ensure competitiveness in the long-term by selecting sustainable technologies, and state-of-the-art facilities that have the biosecurity and site security systems to be in full compliance with Massachusetts regulations. 7Leaf Gardens believes product education for employees is a top priority and will commit the resources to train and certify all employees in general and specific cannabis knowledge.

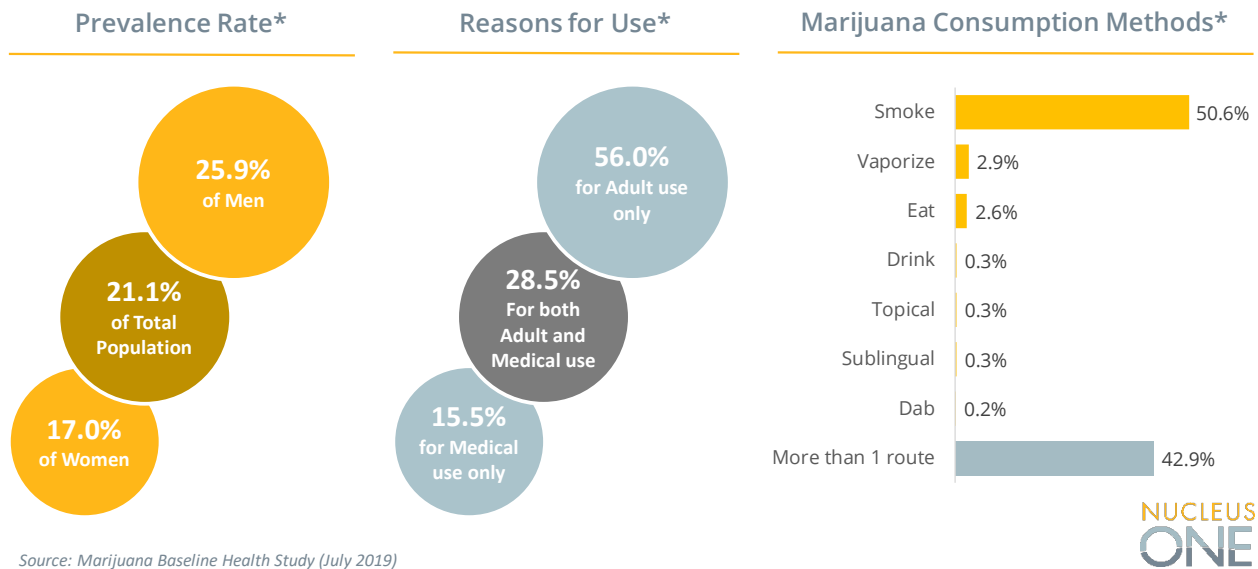
II. Massachusetts Market

The Commonwealth of Massachusetts offers a very unique opportunity in the cannabis market. It is one of the first major state east of Colorado to open its doors and approve cultivation and use of marijuana and the first of the large New England states where cannabis adult-use has been approved. Neighboring states like, Vermont, New Hampshire, Rhode Island, and Connecticut are only allowing medical cannabis distribution or are just now starting to consider adult-use. The market is expected to continue to grow, with a higher demand on cultivation operators.

MJBizDaily estimated the number of in-state Massachusetts customers between 1,300,000 and 1,600,000 in 2019. Meanwhile, a study found that 20% of Massachusetts population consumed marijuana in the past 30 days¹.

In the backdrop of this widespread acceptance and use of marijuana, Massachusetts is now home to one of the fastest-growing legal adult use markets. Massachusetts’ first year of retail operations has been a major success with close to \$450 million in gross sales (see exhibit below). Nucleus One, a cannabis consulting firm, expects adult use sales to double in 2020 to \$915 million. Recreational sales are projected to exceed \$2 billion by 2023 according to the Brightfield Group, a Chicago-based cannabis market research firm.

¹ Massachusetts Department of Public Health, “Marijuana Baseline Health Study” (July 2019)



The adult use market is fueled by in-state customers as well as out-of-state tourism. With 25.7 million domestic visitors to Massachusetts in 2018², many have already or will likely add to in-state demand for marijuana products.

Besides, Massachusetts is in a severe imbalance of supply and demand, creating an opportunity for 7Leaf Gardens and its business model. Industry business leaders in Massachusetts have recently highlighted that the market is undersupplied as shown by the caps on purchased quantities in retail stores, the limited amount of marijuana available for wholesale³ and high prices.

III. Company Profile

7Leaf Gardens LLC will operate a single facility for the cultivation and product manufacturing of recreational marijuana in full compliance with regulations set forth by the Cannabis Control Commission (“CCC”) of the Commonwealth of Massachusetts. 7Leaf Gardens will cultivate and manufacture approved adult-use marijuana products to be sold for retail distribution available to adults ages 21 and older at licensed marijuana retailers in Massachusetts. Management will ensure compliance with all applicable state and local laws and regulations while becoming a valuable member of the local Middleborough business community. 7Leaf Gardens will focus on cultivating and processing the highest quality recreational marijuana products for the Commonwealth’s regulated marijuana industry.

A. Management

The company is managed by a team of experienced business individuals with knowledge of the community. They have experienced managing a business and they assembled talent around them to achieve their goals.

² Massachusetts Office of Travel & Tourism, *Annual Report 2018*

³ WBUR, “After 1 Year, Mass. Weed Stores Undersupplied, Still Competing With Black Market “
<https://www.wbur.org/bostonomix/2019/11/20/recreational-marijuana-adult-use-massachusetts-supply-demand-testing-illicit-sales>

1. John Cleary, Co-Owner

John's experience lies in the restaurant franchise business. For over 16 years, he has owned and operated multiple quick service franchise restaurant locations. His experience encompasses multiple areas, including oversight of day-to-day operations; inventory management and procurement, human resources, financial operations, negotiation of contracts, and analyzation of sales data. He will oversee 7Leaf Gardens operations and make strategic decisions.

2. Additional Team Member

7Leaf Gardens intends to continue to add talented team members and plans to hire another 10 individuals over the next 6-12 months. The company's management team has a corporate culture of hiring great talent and mentoring its staff, including providing training and offering extensive benefits. The management team has already started to plan its staffing plan and will hire employees as soon as possible.

B. Company Strengths and Core Competencies

7Leaf Gardens' strengths and core competencies will be grounded in the cultivation and manufacturing process and state-of-the-art technologies utilized in the facilities. The cultivation techniques we will utilize have been developed through well-vetted standard operating procedures (SOPs) and will produce high quality marijuana for manufacturing and distribution. The adoption of well-established cultivation processes and methodologies using our team experience within the regulated marijuana industry will allow us to rapidly achieve organizational goals and objectives. They are also well versed to setting an administrative and logistic organization to sell and distribute their products safely while staying in compliance with all regulations.

C. Competitive Advantage

7Leaf Gardens intends to cultivate and manufacture very high-quality marijuana products and has retained strategic partners with vast experience in cultivation, research and market development.

7Leaf Gardens' goal is to legally cultivate and produce high quality marijuana products that are specifically produced for the recreational cannabis market in Massachusetts. Along with operational and business consulting services, 7Leaf Gardens has a wealth of business experience within the local business communities. The ownership and management team at 7Leaf Gardens also have significant experience with business entrepreneurship and successful development, growth, and sustainability of business ventures.

IV. Products and Services

The products offered will be derived from a wide variety of high-grade marijuana cultivars (a.k.a. strains) for cultivation. 7Leaf Gardens' goal is to initially legally source high quality marijuana strain varieties with specific cannabinoid and terpene profiles that are associated with creating craft "entourage effects" for the consumer. After initial purchase of "mother plants", 7Leaf Gardens will use traditional cloning methods to propagate new plants for vegetative plant inventory.

7Leaf Gardens intends to produce high quality marijuana and marijuana infused products that unlock the palliative properties of the plant and deepen the understanding of the endocannabinoid system and its role in human health and well-being. 7Leaf Gardens will produce MIPs with stringent quality standards and select cultivars/genetics with targeted cannabinoid/terpene profiles to create unique experiences and effects, all with consumer safety in mind. The cultivars utilized will be high in cannabidiol (CBD) or have Tetrahydrocannabinol/Cannabidiol (THC:CBD) ratios that have demonstrated efficacy. Through production and

product strategies coupled with rigorous testing 7Leaf Gardens will overcome one of the most significant hurdles for the marijuana industry, which is consistency of dosage and cannabinoid profile.

The cultivation of marijuana will include a wide variety of marijuana cultivars; all cultivars will be unique and have different traits, values and benefits. Marijuana varieties will include different cultivars from indica, sativa, hybrid and CBD dominant genetics. Consumers will have the opportunity to experience different desired effects from different marijuana variety cultivars and genetics.

A. Quality of Products

Cultivating and manufacturing marijuana of the highest quality will be the driving force behind 7Leaf Gardens' operational efforts. The marijuana being cultivated and manufactured is strictly intended for recreational purposes. Legal adults will be consuming the marijuana products for a desired effect and therefore all marijuana cultivated, and marijuana-infused products manufactured will be free of any residual contaminants or pesticides and will pass all required Massachusetts Commonwealth testing standards.

7Leaf Gardens will identify Commonwealth-licensed testing laboratories located in Massachusetts to conduct product testing on each batch of marijuana cultivated, as well as all manufactured marijuana-infused product batches, or as often as required by regulations of the Commonwealth. A quality management program will be implemented to ensure there are no deviations in the cultivation or manufacturing standard operating processes.

V. Marketing & Outreach

7Leaf Gardens plans on engaging in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4), that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of cannabis or cannabis use in individuals younger than 21 years old.

Any such marketing, advertising and branding created for viewing by the public shall include the statement "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

Additionally, the company may communicate with its customers through social media accounts, and website.

VI. Financial Model

7Leaf Gardens has created an extensive business model driven by a specific customer-oriented strategy and operation plan. The company understands revenue and expenses are interconnected. The model includes industry specific, operational knowledge and administrative expertise, revenue projections and detailed expense projections. The income statement shows an excellent progression from a loss situation in Y1 and Y2 to profits within three years. Year-one operating budget and revenues will be greatly affected by the timing of the build-out of the facility and its opening.

Major expenses include:

- Occupancy lease and related expenses, including utilities, such as electric, water, heat, telephone and internet, all business, building and general liability insurance as well as security and ongoing building maintenance;

- General management expenses, includes administrative services as well as overall management expenses, including office expenses such as copiers, paper, mail and shipping, travel or employee morale as well as industry and community outreach for local community support and awareness;
- Professional and service fees such as accounting and legal or tax return preparation, cultivation expertise, banking fees, management and IT consultants and system related expenses, payroll fees, annual license fees;
- Local town taxes, if applicable, or voluntary grants in support of town services.

The company has already developed relationships with banking institutions.

Other capital expenditures forecasted are related to the start-up phase of this project, including Planning and development, build-out cost of the facilities and equipment costs, all the costs relative to the size of the necessary operation to conduct business, serve the demand adequately and meet financial sustainability.

The company will continue to monitor its financial performance on a regular basis, investing in the proper systems and protocols to do so.

VII. Security and Diversion Plan

7Leaf Gardens recognizes the importance of incorporating security considerations into every aspect of its operational activities to ensure the safety of employees, partners, the community, and the public. We also recognize the importance that none of the marijuana or marijuana-infused products produced is diverted for distribution to non-licensed outlets outside the state and local statutory framework. 7Leaf Gardens also understands that the failure to comply with the security requirements of state and/or local laws and regulations jeopardizes not only the safety of the community and public, but also the state-issued license. 7Leaf Gardens will utilize a written security plan as well as written SOPs adopted using industry best practices.

Energy Compliance Plan

7Leaf Gardens LLC (“7Leaf Gardens”) is owned and operated by a team of environmentally conscious, forward-thinking business leaders committed to implementing environmentally sustainable measures wherever feasible.

At a minimum, 7Leaf Gardens will comply with the minimum energy efficiency and equipment standards established by the Cannabis Control Commission and will meet all applicable environmental laws, regulations, permits and other 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 and 935 CMR 500.120(11). 7Leaf Gardens 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 will provide energy and water usage reporting to the Commission in a form determined by the Commission.

During training, 7Leaf Gardens’ staff will be educated about 7Leaf Gardens’ environmentally conscious mission with access to standard operating procedures to align employee conduct with the mission. 7Leaf Gardens will recognize employees who provide suggestions which reduce 7Leaf Gardens’ environmental footprint, while encouraging carpooling or the use of public transportation to travel to work. 7Leaf Gardens’ management supports opportunities for employees to volunteer to support environmentally oriented organizations.

Plan Management

The founding team will review its energy compliance plan yearly to determine how best to minimize energy usage, including developing and maintaining effective policies and standards to address environmental issues. 7Leaf Gardens believes that a sustainable community is one that enables citizens to improve their quality of life while minimizing ecological impact. As part of our environmental strategy, 7Leaf Gardens will look for ways to build and operate its marijuana establishment in conjunction with state and local sustainable initiatives and environmental priorities.

Energy Efficiency and Conservation

7Leaf Gardens will engage *Mass Save* to conduct an on-site energy assessment to determine the existing conditions of the facility and aid in identifying potential energy saving measures, pursuant to 935 CMR 500.105(15)(d). Additionally, 7Leaf Gardens has identified the following potential energy and electricity use reduction opportunities that may be implemented:

- Horticultural lighting will be programmed with lighting schedules, so they operate for no more time than the plants require

- Purchase and Install Energy Star rated appliances and include these in all technical aspects of the facility
- Install High Efficiency Heating & Air Conditioning (HVAC) Unit with a SEER (Seasonal Energy-Efficiency Rating) greater than 13
- Install and use programmable thermostats in all areas of the facility
- Insulate all water heaters, storage tanks, and hot water
- Use ceiling fans to promote air circulation
- Install either a solar water heater or a high efficiency water heater with proper insulation
- Use weather stripping to seal air gaps around all windows and doors to reduce risk of loss of heating and cooling and unnecessary contribution to greenhouse gas emissions
- Have warranties in place and a preventative maintenance schedule for all appliances & HVAC systems using a CMMS (Computerized Maintenance Management System)
- Use efficient interior and exterior lighting
- Use EXIT signs with LED or electroluminescent alternatives
- Use lighting controls such as dual technology occupancy (motion) sensors, photocells, or time clocks, particularly in low traffic areas
- Use “task lighting” to directly illuminate desktops and other spaces without having to use overhead lights
- Reduce standby power usage by powering down electronics when not in use, setting computers to standby and utilizing smart strips or other technologies to reduce total standby power

Energy and Water Usage

7Leaf Gardens will minimize water waste produced from operations to the extent possible and manage all hazardous materials appropriately and responsibly. The water waste will be minimal as plants will receive only the amount of water needed to avoid runoff. This will include water from bathroom usage and facility sanitation.

7Leaf Gardens will have tracking procedures in place to allow 7Leaf Gardens to report the cultivation facility’s energy and water usage over the 12-month period preceding the date of license renewal application submission pursuant to 935 CMR 500.120.

Prior to final licensure, 7Leaf Gardens will demonstrate compliance with 935 CMR 500.120(11) by supplying 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.

Pursuant to 935 CMR 500.120(11), 7Leaf Gardens lighting used for cannabis cultivation will meet one of the following requirements:

1. Horticulture Lighting Power Density must not exceed 36 watts per square foot, except for Tier 1 and Tier 2 which must not exceed 50 watts per square foot; or
2. All horticultural lighting used in a facility is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
3. A facility seeking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission shall seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

Maintaining of Financial Records

7Leaf Gardens LLC ("7Leaf Gardens") maintains financial information on the accrual basis in accordance with Generally Accepted Accounting Principles ("GAAP").

7Leaf Gardens will ensure that both 7Leaf Gardens' and personal confidential financial information are secure and accurate. To ensure accuracy, security and data integrity, 7Leaf Gardens utilizes several procedures:

Per the closure of the 7Leaf Gardens cultivation facility, all records including business and financial records, will be maintained securely by 7Leaf Gardens at the cost of 7Leaf Gardens.

Recordkeeping

7Leaf Gardens will maintain business records compliant with the regulations set forth in 935 CMR 500. These records along with any other records outlined in 935 CMR 500 will be immediately available to the Commission upon request. Business and financial records will be maintained in accordance with generally accepted accounting principles and in an audit friendly format. Financial records maintained by 7Leaf Gardens include but are not limited to:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
- Sales records including the quantity, form and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if applicable.

7Leaf Gardens will maintain accounting records in a third-party accounting software. This system will support detailed transaction data for Company purchases, inventory valuation, revenue and payroll. Data will be stored on a secure server, as well as backed up to local computers daily. Supporting documentation for transactions will be stored with a third-party data storage provider via secure server. System access will be limited to users with need and each user will have security settings specific to their role. Every transaction the company makes will go the accounting software thus guaranteeing complete reporting. Bank accounts will be reconciled monthly and month-end financials will be reviewed by management each month.

Accounting Review

7Leaf Gardens will engage with a third-party accounting firm to review annual financial reports for compliance with GAAP.

Tax

7Leaf Gardens will engage with a third-party tax service to prepare and file federal, state and other tax returns to ensure compliance.

Record Keeping Procedures

7Leaf Gardens LLC (“7Leaf Gardens”) maintains various records associated with business activities that need to be properly kept for future reference. Records maintained by 7Leaf Gardens will be made available to the Cannabis Control Commission (“CCC” or “Commission”), upon request. When possible, records are retained electronically and saved redundantly to avoid total loss. Following the potential closure of the prospective 7Leaf Gardens cultivation facility, all records must be kept for at least 2 years at the expense of 7Leaf Gardens in a form and location acceptable to the Commission. Types of records include all records required in any section of 935 CMR 500.000 in addition to the records outlined in 935 CMR 500.105(9):

1. **Financial Records:** Maintained in accordance with generally accepted accounting principles (“GAAP”) and kept electronically. Financial business records will include, but are not limited to: assets and liabilities, monetary transactions, books of accounts, sales records, salaries and wages paid to each employee, and additional records outlined in 935 CMR 500.105 (9)(e). For additional details, including policies and procedures related to financial records, see the Maintenance of Financial Records document.
2. **Personnel Records:** Maintained electronically and for at least 12 months after an employee is terminated. Personnel records will contain all the information outlined in 935 CMR 500.105(9)(d). 7Leaf Gardens will also maintain records of Responsible Vendor Training program compliance for four years and make them available to inspection by the Commission or any other applicable licensing authority upon request during normal business hours. After an employee is hired by 7Leaf Gardens, a personnel file will be created containing information such as their resume, application, copy of government issued license, emergency contacts, all background check reports obtained in accordance with 935 CMR 500.030, and other details as specified by the Commission. Employee records get updated by administrative employees as necessary with information like the completion of required training and disciplinary measures. 7Leaf Gardens will also maintain records of job descriptions for each agent, personnel policies and procedures, and a staffing plan that will demonstrate accessible business hours and safe cultivation conditions.
3. **Trainings:** Maintained electronically, 7Leaf Gardens will maintain records of responsible vendor training program compliance for four years. Training records will include but are not limited to the scope of a training, and the names, signatures and titles of agents participating and instructing. 7Leaf Gardens agents will complete other trainings that may not be outlined by the Commission in 935 CMR 500. These other trainings 7Leaf Gardens may complete will be recorded but will not be held for four years like the responsible vendor trainings. Training records will be held along with an employee’s personnel records.
4. **Contracts:** Maintained electronically and in hard-copy format. Contracts are retained indefinitely or until deemed unnecessary. From inception, 7Leaf Gardens will create a

file, physical or virtual, that will contain all contracts 7Leaf Gardens has with other companies. Contracts get added once signed and will remain indefinitely in the database.

5. **Written Operating Procedures:** As required by 935 CMR 500.105(8)(e) and are maintained electronically. The Company expects these documents to evolve with the business; therefore, they are retained and updated into perpetuity. Written Operating Procedures are housed in a database that employees have limited access to, determined by position and department.
6. **Inventory Records:** Maintained electronically via the state appointed cannabis tracking system. Detailed inventory records are maintained as required by 935 CMR 500.105(8)(e). Every inventory record will include, at minimum, the date of inventory, a summary of inventory findings, and the names, signatures and titles of those who conducted the inventory. Summarized inventory detail is maintained in accordance with financial record standards. If inventory records were taken by use of an oral recording device, they are promptly transcribed. For additional inventory policies and procedures, see the Inventory Procedures document.
7. **Security Records:** 7Leaf Gardens will maintain and keep all 24-hour recordings from all video cameras for at least 90 calendar days that will be made immediately available to the Commission upon request. Other security related records 7Leaf Gardens maintains are security maintenance check reports, visitor logs, and daily security walk-through reports. Recordings will not be destroyed or altered and will be retained as long as necessary if 7Leaf Gardens is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. All recordings will be maintained in a secure location to prevent theft, loss, destruction and alterations. For more information on the security system, security cameras, and other details specific to security, see the Security Plan document.
8. **Transportation Records:** Maintained electronically or in hard-copy format, transportation records are any and all records not defined elsewhere in this document that include, but not limited to; manifest records, vehicle registration and inspection documentation, and drivers' licenses. For extra policies and procedures related to transportation, see the Transportation of Marijuana document.
9. **Pesticide and Nutrition Records:** Maintained in either hard-copy format or electronically. Daily logs associated with plant nutrition are maintained in each respective operating department. Generally, these records will contain 90 days of data, at which time they are transferred into archive via limited-access filing cabinet. Archived data is maintained for 3 years.
10. **Waste Disposal Records:** Maintained either in hard-copy format or electronically as required under 935 CMR 500.105(12), waste disposal records will include, at minimum, the date, type and quantity disposed or handled, the manner of the disposal or other handling, the location and the names of the 7Leaf Gardens agents present with their signatures. Logs associated with waste are readily available per request from the Commission or law enforcement. Archived waste disposal data is maintained for 3 years. Waste disposal procedures can be found in the Quality Control and Testing document.

11. **Maintenance Records:** Maintained in electronic and hard-copy format. Work orders associated with building or equipment maintenance are retained for 3 years.
12. **Visitor Logs:** Maintained in electronic and hard-copy format. Visitor logs are done by day and will include, at minimum, the visitors name, date and time of visit, and reason of visit. Visitor logs are retained for at least 3 years after the day of visit.
13. **Seed-to-Sale Tracking Records:** Tracking records for all marijuana products as required by 935 CMR 500.105(8)(e).
14. **Incident Reporting:** 7Leaf Gardens will notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, the occasions listed in 935 CMR 500.110(7)(a).

Confidentiality

7Leaf Gardens will maintain a high level of confidentiality in all aspects of business operations, only allowing accessibility to those who are authorized. This policy is maintained throughout the entire company and not only applicable to records and recordkeeping. All records will be kept confidential through an electronic safeguard system, including a network firewall. All equipment will be monitored for accuracy and efficiency monthly, using a third-party specialized vendor. Credentials will be verified by the Human Resources Manager. Network health reports will be communicated monthly to the General Manager for review.

Visitor Record Keeping

Any individual seeking access to a 7Leaf Gardens Marijuana Establishment must have a reasonable need for access. Before being admitted into the facility, the visitor must receive a visitor identification badge. Visitors receive a badge after being positively identified by security as being at least 21 years old. Security personnel will check visitors from their station at the security desk immediately behind the main entrance to the facility, noting the visitors name, arrival time, and purpose of visit in the Visitor Log. Visitors must also leave behind their proof of identification with security for the entirety of their stay. Identification will be returned to the visitor at the end of their visit. Visitors must also have their visitor badge visibly displayed at all times throughout their visit. Upon the departure of the visitor, the Visitor Log will be updated with the time they left and any relevant notes. Additional details on visitor/non-consumer access can be found in the Security Plan document of this application.

Inventory Counts

7Leaf Gardens will have a designated agent who monitors inventory and assumes the most responsibility regarding inventory records. One of these responsibilities is to conduct a monthly audit of the facilities inventory. A daily inventory count is conducted at the end of the business days. All inventory counts include, at minimum, the date, summary of inventory findings, and the names, signatures and titles of the individuals who conducted the count. If there are any discrepancies, the Director of Production is notified, and a discrepancy count is carried out. If, after the discrepancy count, the cause discrepancy isn't identified or is identified to be from

diversion, the appropriate steps are taken by 7Leaf Gardens staff and the Commission and appropriate law enforcement authorities are notified.

SOP Housing

Written standard operating procedures (SOPs), training modules and other related documents such as the human resources manual, live in a centralized, electronic database, available to all Company employees. These materials are reviewed at least once a year by the General Manager and Human Resources Manager. Through the database, employees are able to review operating procedures and improve their skills. The database is secure and allows for confidentiality of in-house policies and procedures.

Recording Diversion, Theft, and Loss

Upon a breach of security as outlined by 935 CMR 500.110(7)(a) the Commission and law enforcement authorities are notified immediately. 7Leaf Gardens staff will fill out an incident report for breaches of security along with any other events deemed appropriate by management. Agents who witnessed, discovered, encountered or were otherwise involved in the incident, will be required to fill out an incident report. For every incident, the Security Manager also fills out the Security Manager incident report and both are filed and stored in a secure manner.

Cultivation Related

With related cultivation tasks, the Director of Production will:

1. Keep a current copy of the security and operation plan accessible for use in the operation.
2. Maintain a file of support documentation, such as employee training records.
3. Maintain a file of records during the operation of the plan:
 - a. List of team members and their duties.
 - b. Description of the products.
 - c. Standardized recipes.
 - d. Summary of hazard analysis and control measures.
 - e. Hazards of concern.
 - f. Monitoring procedures.
 - g. Corrective actions.
 - h. Verification procedures and schedule.
 - i. Record keeping procedures.

Other related records that Director of Production will keep includes:

1. Food process flow diagrams.
2. Supplier certification records.
3. Processor audit records verifying compliance.
4. Calibration logs.
5. Temperature logs, when applicable.
6. Monitoring logs when applicable.

Records are placed where they are accessible to employees who need to use them and will designate employees to complete the records.

Personnel Policies Including Background Checks

7Leaf Gardens LLC (“7Leaf Gardens”) will apply for registration for all its board members, directors, employees, executives, managers, and volunteers who are associated with 7Leaf Gardens as Marijuana Establishment Agents. Applications will comply with 935 CMR 500.030. All 7Leaf Gardens individuals applying for registration will have signed and notarized CORI Acknowledgement Form, pursuant to 803 CMR 2.09. Applicants will also give authorization to obtain a full set of fingerprints in accordance with M.G.L. c. 94G, § 21. For extensive details on 7Leaf Gardens personnel initially registering to be Marijuana Establishment Agents, see the Background Check packet.

Once licensed, personnel in Human Resources are held responsible for the proper registration of new agents.

Record Keeping

7Leaf Gardens keep various records regarding personnel and personnel policies included the records outlined in 935 CMR 500.105(9)(d). These records will include but will not be limited to the following:

- 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. These records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 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; and
 - 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.

7Leaf Gardens’s Human Resources department is ultimately responsible for the keeping and maintenance of these confidential records.

Immediate Termination

7Leaf Gardens has an immediate termination policy that applies to 7Leaf Gardens staff who have diverted marijuana, engaged in unsafe practices regarding the operations of the 7Leaf Gardens facility, or been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving the distribution to a minor. For incidents related to diversion or unsafe practices, 7Leaf Gardens will investigate and report findings to the Cannabis Control Commission (“CCC” or “Commission”) and/or law enforcement official when appropriate.

Training

7Leaf Gardens will ensure that all relevant marijuana establishment agents complete training prior to performing any job functions. Training is tailored to the roles and responsibilities of the job and will include a Responsible Vendor Program. 7Leaf Gardens agents will also receive at least 8 hours of on-going training annually. For more, see the Qualifications and Training document.

Structural Failure or Power Loss

If the 7Leaf Gardens facility experiences a structural failure or power loss, an authorized 7Leaf Gardens manager will be the one to decide if evacuation is necessary. If evacuation is deemed necessary, the designated 7Leaf Gardens manager will verbally transmit the evacuation message or sound the evacuation alarm, depending on the severity of the evacuation. Procedures are written as sometimes only certain sections may lose power as opposed to the entire facility. To ensure the type of power failure, employees are trained to check separate sections to confirm how much of the facility has lost power. If the entire facility has lost power, staff will move to the facility common area and using emergency lighting, maneuver through the facility towards exits. Once everyone is outside, the facility is locked and secured.

Fire Emergencies

The 7Leaf Gardens facility will be equipped with fire alarm systems that include smoke detectors and pull-down alarms that notify the local fire department when triggered. The emergency response system is also equipped with sirens and flashing strobe lights that activate in times of emergencies. At the signal of a fire emergency, employees are to evacuate immediately. Employees are trained for fires and are educated on some of the dangers when fleeing a fire (for example, the varied toxicity of smoke and the importance of avoiding it). When fires are noticed by employees and are determined not severe, employees are to immediately notify management. For more serious fires, the fire alarm is triggered before notification of management. Employees are trained to use fire extinguishers and are made familiar of their locations during training.

Chemical Emergencies

7Leaf Gardens staff are trained to be aware of and help identify chemical emergencies. If employees notice individuals becoming ill for unexplained reasons, they are instructed to stay clear of relevant work areas. If the emergency is determined to be originating from inside the facility, management will evacuate the building. Once outside, all will move away from the facility, uphill and upwind from the affected area if possible. If management identifies the emergency to be coming from outside, staff will be led to a room that can be sealed. In both scenarios, authorities will be contacted immediately.

Bomb or Terrorist Threat (Call)

In the event of a bomb threat, 7Leaf Gardens trains employees to handle them in an inconspicuous manner until the threat can be identified to be serious. When a call comes into the facility that identifies itself as a bomb threat, 7Leaf Gardens employees are instructed to keep the caller on the line as long as possible. If the caller doesn't give specific details to a bomb, employees are to inquire. 7Leaf Gardens trains employees to pay attention to the phone call, specifically for anything that could help in identifying the caller (male or female, other sounds giving locational clues). Immediately after the caller hangs up, the employee receiving the call must report the information to law enforcement authorities. Management will be notified after.

Hazardous Spill

Spills and leaks are immediately reported to the manager who determines an appropriate response. Any staff member designated to clean up a spill must wear appropriate personal protective equipment. For spills or leaks deemed to be particularly hazardous and require expertise, a professional waste cleanup contractor will be hired. Spills and leaks are all cleaned up to meet all standards set by the Commission and all applicable environmental laws.

Qualifications and Training

7Leaf Gardens LLC (“7Leaf Gardens”) will hire and train agents in compliance with the regulations outlined by the Cannabis Control Commission (“CCC” or the “Commission”) in 935 CMR 500.105. Outlined in this document is a list of anticipated positions and their respective qualifications, followed by an overview of employee trainings. 7Leaf Gardens will ensure that all employees are trained in job specific duties prior to performing job functions. General trainings will also include Responsible Vender Training, health and sanitation, legal compliance, security, inventory monitoring and reporting, and product education described below.

When hiring, 7Leaf Gardens will seek out applicants that are not just qualified and experienced but also those that share 7Leaf Gardens’ vision, work ethic and values. All of the 7Leaf Gardens’ team members will strive to provide the highest quality products and experience to all our valued customers. Each employee will have a deep understanding of what we sell and the process it took for that product to get to the sales floor. They will be more than capable to provide an education to the novice user or engaging with a seasoned cannabis connoisseur.

7Leaf Gardens’ employees will benefit from the company’s dedication to excellence. 7Leaf Gardens is committed to ensuring our employees obtain an intimate knowledge of the cannabis plant as well as expertise on product and public safety. Employee production and performance-based incentives will be made available to all 7Leaf Gardens Employees that qualify and excel in areas such as teamwork, high productivity and exceptional customer service.

The following positions and qualifications will serve as guidance in hiring, per 935 CMR 500.105 (9)(d).

Administrative Personnel

Human Resources Manager

The Human Resources Manager has overall responsibility for all HR functions within 7Leaf Gardens. These employee relations include:

- Education and work experience
 - Bachelor’s degree in Human Resources Management, Organizational Development or related field.
 - PHR or SPHR Certification desired
 - 8 years of solid human resource generalist experience
- Knowledge and skills
 - Must possess a high level of integrity and interpersonal skills to handle sensitive and confidential issues
 - Solid problem solving, business acumen, influence and negotiation skills

Marketing and Communications Manager

The Marketing and Communications Manager holds ultimate responsibility for 7Leaf Gardens' marketing activities and oversees the development and delivery of a fully integrated marketing strategy in order to drive its success in the cannabis industry in Massachusetts.

- Education and work experience
 - Bachelor's degree in Marketing, Advertising, Business Management, or related field
 - Minimum of 5 years' experience in marketing, communications
- Knowledge and skills
 - Knowledge of social media platforms, SRM software
 - Excellent project management skills
 - Demonstrated skills, knowledge, and experience in the design and execution of marketing, communications, and public relations activities

General Manager

The General Manager will participate in the operational execution of 7Leaf Gardens' strategy by managing specific aspects of the company, assisting with the successful growth of the company.

- Education and work experience
 - Bachelor's degree in Business Administration or related field
 - Master's degree in Business Administration preferred
 - Minimum of 8 years of solid operations management experience
- Knowledge and skills
 - Must possess a high level of integrity and interpersonal skills to handle sensitive and confidential issues
 - Solid problem solving, business acumen, influence and negotiation skills

Director of Production

The Director of Production is responsible for managing the company's operational activities to ensure maximum efficiency to produce quality products on schedule and on budget.

- Education and work experience
 - Bachelor's degree, preferably in business management or relevant science or engineering disciplines
 - Minimum of 3-5 years of operational experience in supply chain management or manufacturing, including forecasting and planning processes
- Knowledge and skills
 - Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods
 - Knowledge of federal, state and local laws, particularly those that govern the cannabis industry is preferred but not required
 - Flexibility and creativity with finding solutions

Logistics and Security Manager

The Logistics and Security Manager is responsible for managing the security, safety, and transportation activities for the facility.

- Education and work experience
 - High school diploma or equivalent
 - 2 years post-secondary education in law enforcement or supply chain/logistics related field
 - 2+ years' experience in a project management or supervisory role preferred
 - Work history showing progressive responsibility, willingness to accept additional projects or challenges
- Knowledge and skills
 - Knowledge of computer and office equipment
 - Ability to follow specific directions and instructions
 - Ability to remain calm in times of high stress or unusual activity

Security Guard

The Security Guard monitors and authorizes the entrance and departure of staff, vendors, contractors, and customers to guard against unauthorized access and to maintain security of the facility.

- Education and work experience
 - High school diploma or equivalent
 - 2 years post-secondary education or higher
 - 2+ years' experience in Security
- Knowledge and skills
 - Excellent time-management skills; ability to effectively plan and prioritize
 - Ability to follow specific directions and instructions
 - Ability to remain calm in times of high stress or unusual activity
 - Knowledge of computer and office equipment

Cultivation Personnel

Cultivation Manager

The Cultivation Manager reports to the Director of Production and leads the Cultivation Assistants to produce craft marijuana.

- Education and work experience
 - High school diploma or equivalent
 - 2 years post-secondary education in horticulture, agriculture, biology, chemistry, botany or related field
- Knowledge and skills
 - Extensive math required for inventory, projections, measurements, calculations
 - Principles and practices related to the indoor cultivation of marijuana

- Effective and efficient communication and leadership skills

Cultivation Assistants

Responsible for cleaning, general maintenance, repairs and limited grooming and cultivating of plants in 7Leaf Gardens' marijuana facility. Work will be done inside a state-of-the-art growing facility.

- Education and work experience
 - High school diploma or equivalent
 - 1+ year experience in horticulture, botany, or related field
- Knowledge and skills
 - Math required for inventory, projections, and measurements
 - Biology and chemistry related to plant growth, nutrition

Processing and Extraction Personnel

Processing Manager

The Processing Manager leads and coordinates the processing team through the daily processes related to the processing of marijuana.

- Education and work experience
 - High school diploma or equivalent
 - 2 years post-secondary education in chemistry or related field
- Knowledge and skills
 - Extensive math required for inventory, projections, measurements, calculations
 - Principles and practices related to the processing of marijuana
 - Effective and efficient communication and leadership skills

Kitchen Manager

The Kitchen Manager is responsible for establishing and managing the production and supply of topical and edible marijuana products.

- Education and work experience
 - Bachelor's degree in Food Science or related technical manufacturing-oriented field preferred
 - Will consider applications with relevant job experience in lieu of education
 - 5+ years of experience in a food manufacturing environment, commercial kitchen, or food science lab in a managerial role
- Knowledge and skills
 - Strong knowledge of manufacturing processes and procedures
 - Knowledge of research and development processes
 - Knowledge of commercial kitchen operations and regulations such as Federal Good Manufacturing Practices regarding procedures, equipment, sanitation, and workers. Must be prepared for inspections by governmental agencies and must

be familiar with Hazard Analysis Critical Control Points (HACCP) plans to ensure food quality and safety

Extraction, Kitchen and Processing Assistants

Extraction, Kitchen and Processing Assistants work to provide daily care and focused attention necessary to trim, handle, process, and package 7Leaf Gardens marijuana.

- Education and work experience
 - High school diploma or equivalent
- Knowledge and skills
 - Math required for inventory, projections, and measurements
 - Excellent time management skills
 - Ability to effectively plan and prioritize
 - Ability to work as part of a team

Training

7Leaf Gardens will hire all employees on a probationary basis at first. During this probationary period, candidates will complete a comprehensive training program and will be evaluated for suitability in a restricted-access environment. Training will be customized based on the role of the employee and will include, at minimum, a Responsible Vendor Program. Prior to performing any job functions employees will learn the responsibilities of their position and how the position operates on a daily basis. A component of this part of training is done in a shadowing context. New hires will spend time following around their supervisor and current agents working the same role. New hires will be able to visually experience a regular day in this position and will be able to ask questions. 7Leaf Gardens ensures that all hired staff will complete training prior to performing job functions. Training will be held on-site and will cover the following:

1. Health and Sanitation;
2. Legal Compliance;
3. Safety and Security;
4. Inventory Monitoring and Reporting/Recordkeeping;
5. Marijuana Product Education; and
6. Job Specific Roles.

Annual Training

Pursuant 935 CMR 500.105(2)(a), 7Leaf Gardens maintains that all its agents receive at least eight hours of on-going training annually. This training could cover a variety of topics ranging from updated laws and regulations to cannabis education. The General Manager is ultimately responsible for the topics covered in annual on-going training and is assisted by the Human Resources Manager who is ultimately responsible for ensuring all 7Leaf Gardens agents complete annual training. 7Leaf Gardens will utilize both internal and external experts and professionals in

fostering on-going training. On-going training will be recorded and stored along with an individual's personnel records.

Responsible Vendor Training

All owners, manager, and employees with 7Leaf Gardens will attend and successfully completed a responsible vendor program. Once all agents have successfully attended and completed a responsible vendor program, 7Leaf Gardens will be designated as "responsible vendor", a status 7Leaf Gardens will maintain so long as operations continue. All new employees of 7Leaf Gardens will also participate in a responsible vendor training program within their first 90 days of service to maintain 7Leaf Gardens' status as a responsible vendor. Once an agent has completed a responsible vendor training program, they must complete the program annually to ensure 7Leaf Gardens maintains status as a responsible vendor. 7Leaf Gardens will maintain records of Responsible Vendor Training compliance for at least 4 years. Administrative employees who do not handle or sell marijuana may take the Responsible Vendor program voluntarily.

Health and Sanitation

7Leaf Gardens will provide thorough training to all facility employees to mitigate potential sanitation or safety risks. An emphasis will be placed on the regular cleaning and sanitation of all areas where products and customers may be present.

Health and sanitation training will focus primarily on contamination prevention and employees will learn best practices for preventing contamination of marijuana products from biological contaminants (e.g. parasites, mold, bacteria), physical contaminants (e.g. dirt, dust, glass) and chemical contaminants (e.g. cleaning compounds, sanitizing agents, solvents). Training will primarily focus on the below topics:

1. Inventory inspections – Procedure for inspecting marijuana products for signs of damage (e.g. water damage), pests and expiration dates.
2. Cleaning and sanitizing – Procedures for:
 - a) regular cleaning of equipment, utensils and surfaces to protect against contamination; and
 - b) cleaning and sanitization of display cabinets, countertops and other service areas at the beginning and end of each shift, and throughout the day as needed.
3. Storage of chemicals – Procedures for identifying and storing chemicals, including cleaning compounds, sanitizing agents and solvents.
4. Handling of marijuana products – Protocol for proper sanitation and personal hygiene prior to handling any marijuana product.

Health and sanitation training will also include the protocol for handling, storing and disposing of marijuana waste. Additional details related to health and sanitation may be found in the Quality Control and Testing document.

Legal Compliance

Legal compliance training will educate employees on Applicable Law and include the following:

1. Inventory tracking compliance;
2. Required labeling and packaging of marijuana products;
3. Recordkeeping and confidentiality;
4. Prevention of illegal diversion of marijuana; and
5. Disposal of marijuana waste.

Employees will complete initial legal compliance training at new employee orientation and will receive additional training from time-to-time as necessary to track any relevant changes to Applicable Law.

Security

Each successful employee applicant shall undergo basic safety and security training before beginning work. As a part of the employee orientation process, all employees will be provided with a copy of the final security plan, as well as security and safety training. Security and safety training shall consist of examination and discussion of the security plan, premises orientation, emergency training, and situational training.

Initial employee safety and security training shall include:

1. Building orientation and access authority which shall include;
2. The proper use of employee's access badge for entry into the premises and main building entrance;
3. The proper use of employee's access badge for entry into employee's authorized access areas;
4. Facility standard business hours and protocol for entry and exit outside standard business hours;
5. The proper use of employee's agent card;
6. Employee's authorized entry and exit points;
7. Employee's locker; and
8. Restroom and sink facilities.
9. Measures and controls for the prevention of diversion, theft or loss of marijuana which shall include:
 - a) Necessity of keeping all limited access areas always locked and secured;
 - b) Prohibited activities such as entrance into unauthorized access areas;
 - c) Awareness of video monitoring;
 - d) Requirement to report any unusual activity, security concern, or loitering.
10. Procedures and instructions for responding to an emergency that will include:
 - a) Accident prevention training;
 - b) How to respond to an emergency;
 - c) Emergency service provider location;

- d) Emergency service contact information;
- e) Emergency first aid kit locations;
- f) Emergency exits and panic button locations.

Inventory Monitoring and Reporting

Inventory Monitoring and Reporting/Recordkeeping training will focus on making all employees proficient in 7Leaf Gardens' inventory tracking and point of sale systems and protocols for recordkeeping. 7Leaf Gardens will utilize the point of sale system training program and resources to provide hands-on, situational training to employees on the protocols and procedures required by the Commission.

Product Education

The Company will provide comprehensive training of employees regarding various aspects of marijuana use. Such training will aim to provide all employees with a thorough understanding of the following:

1. The various marijuana strains, and the benefits and drawbacks of each;
2. The various marijuana products and consumption methods, and the benefits and drawbacks of each;
3. The various cannabinoids (including THC and CBD) found in marijuana products and the benefits and drawbacks of each;
4. Dosage information, cannabinoid content and serving size for different marijuana products.

Warnings for different marijuana products. Marijuana product education training sessions will be held periodically to keep employees informed on new marijuana products and information on marijuana strains.

Quality Control and Testing

7Leaf Gardens LLC ("7Leaf Gardens") will remain compliant with 935 CMR 500.160 regarding the testing of marijuana and marijuana products. 7Leaf Gardens 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 or 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. 7Leaf Gardens will have a written response policy pursuant to 935 CMR 500.160(2) when testing results indicate contaminant levels above the acceptable levels established by the DPH. 7Leaf Gardens will notify the Cannabis Control Commission ("Commission" and "CCC") with 72 hours of any laboratory testing indicating that the contamination cannot be remediated and the disposal of the production batch. 7Leaf Gardens will describe the proposed plan of action for both the proper disposal of the contaminated product along with an assessment of the source of contamination to the Commission. All testing will be held for at least one year. 7Leaf Gardens agents will handle marijuana pursuant to 935 CMR 500(3) processing the leaves and flowers of female marijuana plants which are:

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

7Leaf Gardens will maintain testing results received via transportation manifests 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 at least one year.

All transportation of marijuana and marijuana products to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of 7Leaf Gardens' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12) by the designated authorized 7Leaf Gardens Agent.

Sanitization and Cleanliness

Designated, applicable areas of the facility, including utensils, equipment and infrastructure, that aren't clean and sanitized are sanitized with 7Leaf Gardens and CCC approved cleaning agents at the end of every work day as part of end of day procedures. Cleaning and sterilization are ongoing efforts by staff to virtually eliminate risk of internal and external contaminants. Cultivation staff shower and dress in sanitary scrubs at the start of each shift, reducing the threat of external environmental factors. Cultivation and manufacturing staff also are required to wash their hands

before the start of each shift as they change into work attire in the employee locker rooms. Staff may also wash their hands in any bathroom or one of the multiple hand washing stations. Plant environments are controlled with state-of-the-art equipment and proprietary environmental control software. 7Leaf Gardens agents working at the cultivation and product manufacturing facility are subject to the requirements specified in 105 CMR 300.000. Any and all toxic items will be identified, labelled and stored in preventative matter to ensure there is no contamination with marijuana. All 7Leaf Gardens staff will be trained to properly dispose of litter and waste so as to minimize the development of odor and the potential for the waste to attract or harbor pests.

Many cleaning and general maintenance procedures related to the cultivation of marijuana can be found in the Policies and Procedures for Cultivating or Methods Used to Produce Products document within this application packet, as applicable.

Cultivation and Post-Production

7Leaf Gardens records cultivation inputs to ensure consistency and traceability. Growing mediums, water, nutrients and pesticides are carefully tracked through the cultivation phase. Utilizing this detailed level of tracking and the seed-to-sale system enables staff to retrace a plant's lifecycle back to the beginning phases. The post-production process is controlled identically to earlier phases with a focus on environmental controls, standard procedures and sanitary conditions. Staff is trained to ensure product only meets clean utensils and surfaces. Product not meeting this criterion is segregated and possibly destroyed.

Facility Design

The proposed facility is designed to allow for enough space for placement of equipment and storage materials as is necessary for maintenance of sanitary operations. Design features include the following:

- Hand-washing facilities shall be in production areas and where good sanitary practices require employees to wash and sanitize their hands, per 935 CMR 500.105(3).
- The water supply shall be enough for necessary operations, per 935 CMR 500.105(3).
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment, per 935 CMR 500.105(3).
- Employees will be provided with adequate, readily accessible toilet facilities.
- The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
- Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair, per 935 CMR 500.105(3)(b)6.

- There will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
- Finished product storage areas are designed to protect them against physical, chemical, and microbial contamination.

Testing and Sampling

7Leaf Gardens prepares for 3rd party testing methodically and with organization as priority. 7Leaf Gardens plans on doing some testing and sampling in-house (mold, mildew, potency, etc.) but will send product to licensed Independent Testing Laboratories within the Commonwealth. All inventory is clearly labelled, helping keep untested product away from tested product. Inventory undergoing compliance testing is only released upon approved test results. No marijuana will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory. Transported marijuana will be stored in a manner to protect products against physical, chemical, and microbial contamination.

Additional policies and procedures regarding the transportation of marijuana for testing purposes by 7Leaf Gardens may be found in the Transportation of Marijuana document.

Quarantine and Failed Tests

In instances of failed compliance tests, all (if any) contaminated inventory associated with a failed compliance test is immediately segregated and labeled as failed. Contaminated product that cannot be remedied is thoroughly researched to locate the cause of contamination and subsequently set up for proper disposal. Disposal activities will render the product unrecognizable and unusable. Upon the completion of product batch research, 7Leaf Gardens will notify the Commission of its findings, but not less than 72 hours after receiving the results of the laboratory results. The notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Waste Disposal

7Leaf Gardens disposes of all waste in accordance to 935 CMR 500.110 (12). Any product deemed unfit for sale follows strict protocol for proper handling and disposal. Marijuana awaiting disposal has its own storage area, separate from other storage areas. Only designated, authorized 7Leaf Gardens agents can complete waste disposal procedures. Besides the General Manager, Security Director, and Inventory Manager, all other agents need to be authorized. For all 7Leaf Gardens procedures involving the disposal of waste containing cannabis, at least two 7Leaf Gardens agents will be present for the entirety of the process. The agents will witness and document exactly how the cannabis was handled and disposed of. A Waste Disposal Report will include, at minimum, the date, type and quantity disposed, the location, and the names of the agents who

conducted the process. 7Leaf Gardens will ensure that the entirety of the waste disposal is clearly caught on camera.

All waste is rendered useless in the grinding room. Before rendering the product useless, 7Leaf Gardens agents are trained to log the appropriate information to regards to quantity, weight, storage bin details, relevant time and dates, and anything else required by the Commission. Once the designated agents receive clearance from authorized management, they will sign out the dumpster key and remove the designated bin or container from the quarantined area. The 7Leaf Gardens agents will then mix the marijuana waste with solid waste product, rendering it unusable and unrecognizable. Next, agents will place the mix into an industrial trash bag to be mixed further with liquid dish detergent. The trash bag will be placed into the locked dumpster before agents sign off on the report and filing it away. The grinding room is near the exit where 7Leaf Gardens' dumpsters are located in order for a smooth and swift transfer.

Restricting Access to Age 21 and Older

In alignment with the emphasis placed on restricting the of accessibility of Marijuana Establishments to qualified individuals, including those 21 years old and older, 7Leaf Gardens LLC (“7Leaf Gardens”) has policies and procedures in place to meet and/or exceed the requirements set by the Commission.

All employees of and visitors to the 7Leaf Gardens facility must be at least 21 years of age or older, pursuant to 935 CMR 500.002. This document outlines the measure taken by 7Leaf Gardens to ensure this.

Pursuant to 935 CMR 500.050(5)(b), the 7Leaf Gardens facility will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry to the 7Leaf Gardens facility premises, an 7Leaf Gardens agent will immediately inspect an individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2). Individuals who cannot provide a valid, government-issued photo ID will be denied access past the security, check-in desk and asked to leave. All 7Leaf Gardens employees must be 21 years of age or older pursuant to 935 CMR 500.029.

Main Entrance Check-In Duties

In the 7Leaf Gardens facility, there is a “person trap” immediately following the main entrance where individuals check-in with a security agent. Every 7Leaf Gardens Marijuana Establishment will require that there will always be at least one Security agent present at a check-in desk. The security room is located adjacent to the person trap and has a window to allow for communication. From this security room, Security personnel are able to monitor cameras as well as confirming government ID’s ensuring all are qualified customers.

All IDs must be unexpired and there are no exceptions made regarding accepted photo IDs. Forms of government-issued photo IDs accepted by 7Leaf Gardens are:

- Driver’s License
- Government-Issued ID Card
- Military ID card
- Passport or Passport ID Card

7Leaf Gardens agents also have to check-in, providing their government issued ID and 7Leaf Gardens credentials. Once confirmed, the 7Leaf Gardens agent may enter the locker rooms and proceed with their daily duties. If the individual requesting access is a contractor or visitor with a reasonable need to visit (deliveries, interviews, repairs, etc.), they must follow the 7Leaf Gardens procedure for Contractor/Visitor access. For more about this procedure, see the Security Plan document within the relevant application packet section.

General Accessibility

7Leaf Gardens will remain compliant with accessibility rules outlined by the Commission in 935 CMR 500.110. with a heightened focus on the restriction of access to those under 21 years old. All emergency exits and access points are secure and locked during both operating and non-operating hours with cameras angled to properly monitor those areas. 7Leaf Gardens security specifics, such as the facility's alarm and surveillance systems, can be found within the Security Plan document within the relevant application section.

Separating Recreational from Medical Operations

7Leaf Gardens LLC (“7Leaf Gardens”) plans on only offering adult-use or recreational marijuana and marijuana products to its consumers. As such, 7Leaf Gardens does not have extensive policies and procedures outlining the separation of medical marijuana from adult-use. 7Leaf Gardens ensures no medical marijuana or marijuana intended for medical use is taken into the facility through thorough intake policies and procedures, detailed in the Transportation of Marijuana document.

Diversity Plan

This Diversity Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiatives 7Leaf Gardens LLC (“7Leaf Gardens”) plans to engage in, in order to promote equity within the company in favor of the following demographics:

1. Minorities
2. Women
3. Veterans
4. People with Disabilities
5. LGBTQ+

7Leaf Gardens will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by 7Leaf Gardens will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Goals

1. Providing tools to ensure the success of individuals falling into the above-listed demographics working in the establishment
2. Increasing the number of businesses owned by individuals who are minorities, women, veterans, people with disabilities, and LGBTQ+ that can contract or otherwise do business with marijuana establishments

Programs

Program One: Providing tools to ensure the success of individuals falling into the above-listed demographics working in the establishment.

Management will organize bi-annual internal training workshops that focus on topics such as public speaking, professional development, resume writing, management, and leadership. All 7Leaf Gardens employees who are minorities, women, veterans, people with disabilities, or LGBTQ+ will be permitted to attend these training sessions.

Program Two: Increasing the number of businesses owned by individuals who are minorities, women, veterans, people with disabilities, and LGBTQ+ that can contract or otherwise do business with marijuana establishments.

When 7Leaf Gardens is establishing relationships with any vendors and contractors, 7Leaf Gardens will place a priority on conducting businesses with diverse businesses, as feasible. 7Leaf Gardens will utilize the Massachusetts Supplier Diversity Office to identify certified Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, Lesbian Gay Bisexual Transgender Enterprises, Service-Disabled Veteran-Owned Business Enterprises, and Disability-Owned Business Enterprises for

contracting before exploring other resources. By prioritizing contracting with the certified business enterprises as listed, 7Leaf Gardens will create economic opportunity and increase the number of these businesses that contract or otherwise do business with marijuana establishments. 7Leaf Gardens will commit to contracting or otherwise doing business with at least 1 certified business as previously described per year, however, 7Leaf Gardens will not stop when its goal is met and will continue to strive to contract or otherwise do business with certified Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, Lesbian Gay Bisexual Transgender Enterprises, Service-Disabled Veteran-Owned Business Enterprises, and Disability-Owned Business Enterprises as feasible.

Measurements

7Leaf Gardens has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a 7Leaf Gardens license, designated 7Leaf Gardens agents, including members of management, will meet to review the Diversity Plan. In the internal review, 7Leaf Gardens will evaluate the plan and measurements, analyzing successes and failures, and addressing potential adjustments. The General Manager is responsible for guiding and ensuring the success of this plan and will update the CEO on progress on a monthly basis.

Program One Metrics: 7Leaf Gardens will track the number and subject matter of internal trainings offered and performed, as well as attendance. Human Resources will report progress of these metrics to the CEO on a quarterly basis.

Program Two Metrics: The accounting department will keep record of the certified business enterprise status of all vendors as applicable and will report the progress of this program to the General Manager monthly.