



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283581
Original Issued Date: 07/06/2023
Issued Date: 07/06/2023
Expiration Date: 07/06/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Bred Genetics Inc

Phone Number: 617-777-4492 Email Address: dru@flowerexpressboston.com

Business Address 1: 63 Pond St

Business Address 2: Unit 9

Business City: Sharon

Business State: MA

Business Zip Code: 02067

Mailing Address 1: 63 Pond St

Mailing Address 2: Unit 9

Mailing City: Sharon

Mailing State: MA

Mailing Zip Code: 02067

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: 60

Percentage Of Control: 60

Role: Owner / Partner

Other Role: Chief Executive Officer

First Name: DRUDYS

Last Name: LEDBETTER

Suffix:

Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)	
Specify Race or Ethnicity: Venezuelan and Haitian	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9	Percentage Of Control: 9	
Role: Owner / Partner	Other Role:	
First Name: Tuongvi	Last Name: Nguyen	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity: Vietnamese		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: DRUDYS	Last Name: LEDBETTER	Suffix:
Marijuana Establishment Name: Build A Life Legacy LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 2

First Name: DRUDYS	Last Name: LEDBETTER	Suffix:
Marijuana Establishment Name: Flower Xpress LLC	Business Type: Other	
Marijuana Establishment City: Colrain	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 270 Greenfield Rd	
Establishment Address 2:	
Establishment City: Colrain	Establishment Zip Code: 01340
Approximate square footage of the Establishment: 16000	How many abutters does this property have?: 18
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 05: 30,001 to 40,000 sq. ft	Cultivation Environment: Outdoor
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HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Colrain Executed HCA_ Bred Genetics ONLY_March 2022-pages-3-21-FINAL.pdf	pdf	626858f4560e3c0008815b5b	04/26/2022
Community Outreach Meeting Documentation	Certified Abutter's List COLrain MA_ FlopwerXpress-BRED Genetics.pdf	pdf	62685965560e3c0008815bb3	04/26/2022
Community Outreach Meeting Documentation	Community Meeting Attestation Document_Colrain_SIGNED.pdf	pdf	626861f44d83ec000a37880b	04/26/2022
Community Outreach Meeting Documentation	Community Outreach Ad- Attachment A- FX and Bredv1.pdf	pdf	63869e315225350008362e82	11/29/2022
Community Outreach Meeting Documentation	Community Outreach Notification to Town Office- Attachment B- FX and Bredv1.pdf	pdf	63869e41a0fd020008ca8f36	11/29/2022
Community Outreach Meeting Documentation	Community Outreach Notification to Abutters- Attachment C- FX and Bredv1.pdf	pdf	63869e52a0fd020008ca8f5f	11/29/2022
Community Outreach Meeting Documentation	FX Community Outreach Meeting Attendee list 12-2-2021.pdf	pdf	63869e81a0fd020008ca8f8c	11/29/2022
Community Outreach Meeting Documentation	Flower Xpress- BRED Genetics Community Outreach Meeting Notice.pdf	pdf	63869e915225350008362ecb	11/29/2022
Plan to Remain Compliant with Local Zoning	Plan to comply to local zoningv1.pdf	pdf	63ff83e8d523e3000863586d	03/01/2023

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	PIP- Bred FINALv2.pdf	pdf	63ff85b43a44570008a0f21f	03/01/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Chief Executive Officer & Board Member

First Name: Drudys Last Name: Ledbetter Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: Board Member

First Name: Tuongvi Last Name: Nguyen Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Good Standing with Unemployment Assistance Attestation_Bred Genetics Inc.pdf	pdf	63405bd92bb6940008613e82	10/07/2022
Articles of Organization	Dbas Flower Xpress - Oct 6 2022 - 16-55.pdf	pdf	634067c42bb69400086162f2	10/07/2022
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing_Bred Inc_Dec 2022.pdf	pdf	638e6f21a0fd020008d14bca	12/05/2022
Articles of Organization	Articles of Organization_2022.pdf	pdf	63f28c90a8e27500072953e1	02/19/2023
Articles of Organization	Statement of Change_2023_Articles of Organization.pdf	pdf	63f28cc735eb0600088f7868	02/19/2023
Articles of Organization	Attestation RFI-6 PDICs.pdf	pdf	642b0c3c2c9c310008b54d4f	04/03/2023

No documents uploaded

Massachusetts Business Identification Number: 001599864

Doing-Business-As Name: Flower Xpress

DBA Registration City: Sharon

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Bred Genetics_Colrain MA_Business Planv4 FINAL 2023.pdf	pdf	63fd1e923a445700089e3ab8	02/27/2023
Plan for Liability Insurance	Bred Genetics LLC_Plan for Obtaining Liability Insurancev1.pdf	pdf	63ff87263a44570008a0fa45	03/01/2023
Proposed Timeline	Timeline- Bred and FXv1.pdf	pdf	63ff87373a44570008a0fac9	03/01/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Qualifications and Training- FXv3.pdf	pdf	63ff87693a44570008a0fb05	03/01/2023
Policies and Procedures for cultivating.	Bred Cultivation Plan_Outdoor with Security for Outdoorv1.pdf	pdf	63ff87b63a44570008a0fbac	03/01/2023
Energy Compliance Plan	Energy Compliance- FXv3.pdf	pdf	63ff88023a44570008a0fbcc	03/01/2023
Maintaining of financial records	Financial Records- Bredv1.pdf	pdf	63ff88273a44570008a0fc18	03/01/2023
Policies and Procedures for cultivating.	Manufacturing- Bredv1.pdf	pdf	63ff889ed523e300086367d3	03/01/2023
Record Keeping procedures	Record Keeping- Bredv1.pdf	pdf	63ff88bd3a44570008a0fcea	03/01/2023

Personnel policies including background checks	Personnel- Bredv1.pdf	pdf	63ff88d73a44570008a0fd87	03/01/2023
Quality control and testing	Quality and testing- BREDv1.pdf	pdf	63ff89063a44570008a0fdce	03/01/2023
Policies and Procedures for cultivating.	Bred Cultivation Planv2.pdf	pdf	63ff895bd523e3000863697c	03/01/2023
Security plan	Security- Bredv3.pdf	pdf	63ff89993a44570008a0ffd9	03/01/2023
Transportation of marijuana	Transportation Plan-FXv3.pdf	pdf	63ff89b33a44570008a0fff6	03/01/2023
Storage of marijuana	Storage- Bredv3.pdf	pdf	63ff89c93a44570008a10029	03/01/2023
Prevention of diversion	Diversion Prevention Planv3.pdf	pdf	63ff8a27d523e30008636b65	03/01/2023
Inventory procedures	Inventory Plan-FXv5.pdf	pdf	63ff8a513a44570008a100b3	03/01/2023
Restricting Access to age 21 and older	Restricting Access to Adults over 21v3.pdf	pdf	63ff8a713a44570008a10112	03/01/2023
Diversity plan	Diversity Plan- Bredv6.pdf	pdf	63ff8aa0d523e30008636c61	03/01/2023
Dispensing procedures	Dispensing Procedures-FXv1.pdf	pdf	63ff8ba9d523e30008636e8f	03/01/2023

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: Open 24 Hours Monday To: Open 24 Hours

Tuesday From: Open 24 Hours Tuesday To: Open 24 Hours

Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

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:

Bred Genetics LLC

2. Name of applicant's authorized representative:

Drudys Ledbetter

3. Signature of applicant's authorized representative:

Drudys Ledbetter

4. Name of municipality:

Colrain, MA

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

Kevin P. Fox - Town Administrator



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

Ken P. Fox

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).*):

bos@coirain-ma.gov

8. Host community agreement execution date:

3-24-2022

**HOST COMMUNITY AGREEMENT
BETWEEN THE TOWN OF COLRAIN AND
BRED GENETICS LLC**

**FOR THE SITING OF A MARIJUANA CULTIVATION ESTABLISHMENT
AND A MARIJUANA PRODUCT MANUFACTURING ESTABLISHMENT**

This Host Community Agreement (the “**Agreement**”) is entered into this 24th day of March, 2022 (the “**Effective Date**”) by and between the Town of Colrain, acting by and through its Select Board, with a principal address of 55 Main Road, Colrain, MA 01340 (hereinafter, the “**Municipality**”), in reliance upon all of the representations made herein, and Bred Genetics LLC, with a principal office address of 270 Greenfield Road, Colrain, MA 01340 (hereinafter, the “**Company**”)(Municipality and Company, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Company seeks to obtain a marijuana cultivation license and/or a marijuana product manufacture license and intends to locate a marijuana cultivation establishment (the “**Cultivation Facility**”) and/or a marijuana product manufacture establishment (the “**Manufacturing Facility**”) on a 9.37 acre parcel of land known as 270 Greenfield Road, more accurately described by the deed recorded with the Franklin County Registry of Deeds Book 4595, page 241, and on Map 41 and numbered Lot 911 in the Assessor’s database (the “**Property**”), to be solely limited to the cultivation, processing, manufacturing and transportation of marijuana and marijuana products for adult use, with approximately 1,000 square feet of administrative space, 85,000 square feet of outdoor cultivation space (tier 10), 15,000 square feet of indoor cultivation space (tier 3), 920 square feet of processing and manufacturing space, and 450 square feet of storage space (the Cultivation Facility and the Manufacturing Facility, collectively and individually, the “**Establishment**”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00 and such approvals as may be issued by the Municipality in accordance with its Zoning Bylaws and other applicable local regulations;

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

WHEREAS, the Company desires to provide certain benefits to the Municipality in the event that it receives the requisite license from the Cannabis Control Commission (the “**CCC**”) or such other state licensing or monitoring authority, as the case may be, to operate a marijuana cultivation establishment or a marijuana product manufacture establishment at the Property and receives all required local permits and approvals from the Municipality; and

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

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

AGREEMENT

1. Recitals.

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

2. Annual Payments.

In the event that the Company obtains the requisite license and/or approval(s) as may be required for the operation of the Establishment, including but not limited to an occupancy permit from the Municipality's Building Commissioner and a final license and approval to operate from the CCC, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment at the Property, then the Company agrees to provide the Municipality the following Annual Payments. The Annual Payments shall be in addition to and separate from any local sales tax required to be paid to the Municipality pursuant to G.L. c. 64N, §3.

A. Community Impact Fees.

The Company anticipates that, as a result of the Company's operation of the Establishment at the Property, the Municipality will incur additional expenses and impacts upon its roads and other infrastructure systems, law enforcement, inspectional services, permitting services, administrative services and public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Municipality. Accordingly, in order to mitigate the direct and indirect financial impacts upon the Municipality and use of the Municipality's resources, both quantifiable and unquantifiable, the Company agrees to annually pay a community impact fee to the Municipality, in the amounts and under the terms provided herein (the "Annual Community Impact Fees").

1. The Company shall annually pay the Municipality an Annual Community Impact Fee in the amount of three percent (3%) of the gross sales from any and all operations at the Establishment. The term "gross sales" shall mean the shall mean the total of all transactions of the Establishment without limitation, including any and all marijuana paraphernalia, marijuana and marijuana products cultivated, processed, manufactured and/or sold by the Establishment and shall also include wholesale sales, which shall be determined by arms-length wholesale sales made by the Establishment during the year (the "Gross Sales"). The Company agrees that calculation of the Community Impact Fees in this manner will be within the statutory cap of three percent (3%) of gross sales under G.L. c.94G §3(d). In the event the marijuana or marijuana

products cultivated, processed and/or manufactured at the Establishment are sold by the Company to any marijuana establishment(s) located outside of the Municipality that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Gross Sales shall be based on the higher of: (i) 50% of the retail price at which such marijuana or marijuana products are sold by such marijuana establishment; or (ii) the highest wholesale price charged by the Company in any arms-length transaction during the preceding twelve (12) months.

2. The Cultivation Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the CCC to engage in cultivation operations at the Property (the **Commencement of Cultivation Operations**). The Manufacturing Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the CCC to engage in product manufacturing operations at the Property (the **Commencement of Manufacturing Operations**) (the Commencement of Cultivation Operations and Commencement of Manufacturing Operations, collectively and individually, the "**Commencement of Operations**"). The Annual Community Impact Fees for the Cultivation Facility shall be made annually within sixty (60) days following the Commencement of Cultivation Operations and each twelve (12) month anniversary thereafter. The Annual Community Impact Fees for the Manufacturing Facility shall be made annually within sixty (60) days following the Commencement of Manufacturing Operations and each twelve (12) month anniversary thereafter.
3. The Annual Community Impact Fees for the Cultivation Facility and Manufacturing Facility shall each continue for a period of three (3) years from the respective Commencement of Operations. A minimum of three (3) months prior to the conclusion of the respective three (3) year term, the Parties shall negotiate in good faith the terms of a new annual community impact fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on successor community impact fees, the Annual Community Impact Fees specified in Paragraph 2.A.1 of this Agreement shall each be renewed for a successor term of one (1) year and shall not be reduced below the amount set forth above.
4. The Municipality shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Municipality.

5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment (“**Town Costs**”) and... [a]ny cost to a city or town imposed by the operation of a marijuana establishment ... shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4...”. Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize a fixed percentage of Gross Sales as specified in Paragraph 2.A.1 above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary.
6. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Municipal licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

B. Additional Costs, Payments and Reimbursements.

1. Permit and Connection Fees: The Company will pay any and all fees associated with the local permitting of the Establishment. If the Municipality receives other payments from the Company or from the Department of Revenue (“**DOR**”) or any other source, the funds which have been collected by assessment against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Municipality for said payments, the amounts due from the Company to the Municipality under the terms of this Agreement shall not be reduced by the amount of such other payments. The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Municipality’s building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Municipality.
2. Consulting Fees and Costs: The Company shall reimburse the Municipality for any and all reasonable consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment. Any Municipal legal costs associated with the Establishment, including the cost to

negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) contribution previously made by the Company to the Municipality. Any unexpended funds shall be returned by the Municipality; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed by the Company to the Municipality within thirty (30) days of the Municipality's request for the same.

3. Other Costs: The Company shall reimburse the Municipality for the actual costs incurred by the Municipality in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within ten (10) business days of the date written notice has been received, the Company shall be required to pay the Municipality a late payment penalty equal to five percent (5%) of such required payments.

3. Annual Reporting.

The Company shall notify the Municipality when it Commences Operations at the Establishment within seven (7) days. The Company shall submit annual written reports to the Municipality within thirty (30) days after the payment of its Annual Community Impact Fees with a certification of: (1) its annual Gross Sales; and (2) its compliance with all other requirements of this Agreement.

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

Upon reasonable request of the Municipality, during the term of this Agreement and for three (3) years following the termination of this Agreement, the Company shall have to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company; provided, however that the Independent Financial Auditor must be selected in coordination with the Town and shall be subject to the Municipality's approval. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Community Impact Fees are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice

from the Municipality and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

4. No Off-Set Payments.

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

5. Local Property Taxes.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption, agricultural exemption or any applicable reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Municipality an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. Vehicle Management.

The Company agrees to keep any and all vehicles used in connection with the transportation of marijuana and other products from the Establishment in the Municipality, to register all vehicles in the Municipality and to pay motor vehicle excise taxes on such vehicles to the Municipality. The Company agrees that all vehicles shall be adequately screened from the public way and/or stored in a garage to the satisfaction of the Municipality.

7. Community Support.

A. Local Vendors and Employment.

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment.

Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Establishment.

Good faith efforts shall include actively soliciting bids from local vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to residents of the Municipality before advertising through all typical regional employment advertising outlets. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the Municipality.

The Company's annual report to the Select Board shall include information concerning the number of Colrain residents employed at the Establishment and a description of the measures taken to fulfill this workforce hiring commitment. The Company shall furnish the Municipality with such further information and documentation as the Municipality may reasonably request to support and document compliance with this Agreement.

B. Educational Programs.

The Company shall use best efforts to provide staff to sponsor and/or participate in two (2) hours annually of local educational programs on public health and drug abuse prevention, and to work cooperatively with the Municipality's public safety departments and schools. The Company's annual report to the Select Board shall include information concerning the number of educational programs provided.

Further, the Company shall hold two (2) educational seminars annually in areas of the Municipality that may disproportionately impacted. Topics shall include, but not be limited to: how to start a marijuana business; marijuana cultivation; marijuana product manufacturing; marijuana retail operations; recordkeeping; financial literacy; business skills; and policy advocacy. Said seminars shall be publicized within local newspapers, including bilingual media; distributed at local career agencies and community centers; and circulated to marijuana advocacy organization.

C. Community Impact Hearing Concerns.

The Company shall work collaboratively and cooperatively with all municipal departments, boards, commissions, and agencies, as well assist neighboring businesses and residents, to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Municipality and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledged that in the event the Municipality receives five (5) or more complaints from citizens with respect to the failure to mitigate conditions at the Establishment, the Company shall be required to meet with the Select Board and employ additional mitigation measures, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Municipality.

8. Security.

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

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

To the extent requested by the Municipality's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Commencement of Operations. Such plan shall include, but is not limited to, (i) training the Company's employees to be aware of, observe, and report any unusual behavior in authorized visitors or other employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking software to closely track all inventory at the Establishment.

The Company shall promptly report the discovery of the following to Municipality's Police Department within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any

suspicious act involving the storage, cultivation, sale, distribution, transportation or delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

9. Lighting.

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

10. Traffic Mitigation.

The Company agrees to cooperate with Municipal officials on traffic management, including, but not limited to the Municipality's Police Department, to ensure that sufficient traffic control measures are in place to mitigate traffic impacts.

11. Waste Management and Waste Water Controls.

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

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

The Company shall ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least (3) three years.

12. Odor Control Technology.

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance, in the opinion of the Select Board, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Select Board for approval. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment. At a minimum, the Company shall contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. In addition, with respect to all indoor operations at the Property, the Company shall utilize a closed air system at the Establishment to not release or introduce any outdoor air into the Establishment, nor allow any indoor air to escape. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event that the Municipality receives five (5) or more complaints with respect to odor impacts in relation to the operation of the Establishment, the Company shall be required to meet with the Municipality and shall take additional mitigation measures, at the Company's sole expense, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the specific nature of the complaints to the satisfaction of the Select Board. The Company agrees and acknowledges that if odor mitigation is not addressed to the satisfaction of the Select Board, the Company shall immediately, within thirty (30) days of notice, cease all operations upon the request of Select Board.

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

13. Pest Management.

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

14. Additional Obligations.

A. Retained Authority of the Municipality.

This Agreement does not affect, limit, or control the authority of the Municipality's boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Municipality, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Municipality, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to

operate in the Municipality, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

B. Annual Reporting.

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

C. Annual Inspections.

The Company agrees shall submit to annual inspections by each of the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the Municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

D. Improvements to the Property.

The Company shall make capital improvements to the Property such that the Property will match the look and feel of the Municipality and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses. The Company shall comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Company shall adequately screen the Establishment from the public way and nearby properties to the satisfaction of the Select Board.

E. Limitation on Use.

The Company agrees that, even if authorized under CCC regulations, it shall not permit on-site social consumption at the Establishment absent prior written approval from the Select Board.

F. Product Packaging and Restrictions.

Any marijuana and marijuana products for consumers at the Establishment, including any label or imprint affixed to any packaging containing marijuana or marijuana products, shall not be attractive to minors and shall comply with 935 CMR 500.105 and 500.150. At a minimum, the Company shall ensure that the following information or statement is affixed to every container with marijuana or marijuana products: 1) directions for use of the marijuana product; 2) "The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."; 3) information regarding the size of each serving for the product by milligrams, the total number of

servings of Marijuana in the product, and the total amount of active THC in the product by milligrams (mg); and 4) a warning that the impairment effects of Edibles may be delayed by two (2) hours or more.

G. Hours of Operation.

The Company agrees that in no event shall the delivery, transportation or distribution of marijuana occur at the Establishment outside the hours of 8 A.M. through 9 P.M. Monday through Sundays, unless further restricted by the Town's permit granting authority.

H. Emergency Contacts and Manager.

The Company shall disclose to the Municipality the names and contact information for individuals that will be the emergency contact(s) and manager(s) for the Establishment prior to the Commencement of Operations. The Company shall immediately, within twenty-four (24) hours, provide the Municipality with updated information if the contact information for the emergency contact(s) and/or manager(s) change.

To the extent requested by the Municipality's Fire Department, the Company shall work with Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies, prior to implementation and Commencement of Operations.

15. Notices.

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

To the Municipality: Town Administrator
55 Main Road
Colrain, MA 01340

With a copy to: Town Counsel, Town of Colrain
Katherine L. Klein, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To the Company: Drudys Ledbetter
63 Pond St, #9,
Sharon, MA 02067

With a copy to: Jill M. Schafer, Esq

Prince Lobel Tye LLP
One International Place, Suite 3700
Boston, MA 02110

16. Municipal Support.

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

17. Term and Termination.

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in Municipality with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Municipality and commenced operations at the Establishment within twenty-four (24) months from the date of execution of this Agreement, this Agreement shall expire at the discretion of the Municipality, and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Municipality. The Municipality, in its discretion, may agree to an extension of the twenty-four (24) month expiration, for good cause, which shall include, but not be limited to, the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

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

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

18. Nullity.

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Municipality or relocates the Establishment out of the Municipality; provided however, that in the case of any cessation of operation or relocation out of the Municipality, the Company agrees that an adjustment of payments due to the Municipality under Section 2 of this Agreement shall be calculated based upon the period of occupation of the Establishment within the Municipality, but in no event shall the Municipality be responsible for the return of any funds provided to it by the Company.

19. Re-Opener/Review.

The Company shall be required to provide to the Municipality notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishments as the entity governed by this Agreement.

In the event the Company enters into a Host Community Agreement for a marijuana cultivation establishment and/or marijuana product manufacturing establishment with another municipality in the Commonwealth that contains terms that are superior to what the Company agrees to provide the Municipality pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Municipality equivalent or superior to those provided to the other municipality. The re-negotiation of the Host Community Agreement under this provision would not preclude the Company from operating during the negotiation of the successor agreement provided, that the Company is in full compliance with all other terms of this Agreement.

Further, in the event that there is an amendment to the laws regarding marijuana, marijuana establishments and host community agreements which may be detrimental to the Municipality, then the Parties shall reopen this Agreement at the request of the Municipality and negotiate an amendment to address said amendments(s).

20. Successors/Assigns.

This Agreement is binding upon the Parties hereto, their successors, assigns, and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Municipality, which shall not be unreasonably withheld, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the prior written consent of the Municipality, which shall not be unreasonably withheld.

Events deemed an assignment include, without limitation: (i) the Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) any other material change in ownership or status of the Company; (v) any

assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Municipality.

21. Amendments/Waiver.

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

22. Entire Agreement.

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Municipality with respect to the matters described herein. This Agreement supersedes any and all prior agreements, negotiations and representations, either oral or in writing, between the Parties hereto. This Agreement shall not be modified or amended except by a written document executed by authorized representatives of both Parties to the original Agreement.

23. Third Parties.

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

24. Severability.

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby. The Municipality and the Company agree to negotiate in good faith any term that is determined to be illegal, otherwise invalid, or incapable of being enforced to a mutually agreeable term that is legal, valid and enforceable.

25. Governing Law and Exclusive Venue

The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

26. Headings

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

27. Counterparts

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

28. Signatures

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

29. No Joint Venture

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

30. Indemnification

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

31. Representation of Authority and Warranties

The Company represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

Town of Colrain,
By and through its Select Board,

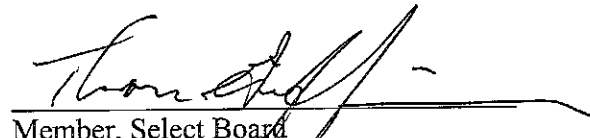
Bred Genetics LLC,


Chair, Select Board


Name: Drudys Ledbetter

Title: Manager


Vice-Chair, Select Board


Member, Select Board

**BOARD OF ASSESSORS
TOWN OF COLRAIN**
55 Main Rd.
Colrain, MA 01340

Nicholas Anzuoni, Chairman
James Slowinski, Assessor
Dwight Harrison, Assessor

Alice Wozniak, Director of Assessing
Phone: (413) 624-3356
Fax: (413) 624-8852

**CERTIFIED LIST OF ABUTTERS
"PARTIES IN INTEREST"**

SUBJECT PROPERTIES MAP + LOT	LOCATION OF SUBJECT PROPERTIES	OWNERS AND MAILING ADDRESSES
Map 413, Lot 29	270 Greenfield Rd. Colrain, MA	Kenneth Shearer 270 Greenfield Rd. Colrain, MA 01340


PLEASE SEE ATTACHED LIST OF ABUTTERS

Per the Assessors records we certify that the attached lists of persons are the abutters of record for the subject property within 300 feet of the outer perimeter.

To the best of our knowledge, this list represents the most current owners of the properties. The accuracy of this listing is based solely on the information currently available in our database at the time of the request.

November 16, 2021

Date:



Alice Wozniak, MAA
Director of Assessing



300 foot Abutters List Report

Colrain, MA
November 16, 2021

Subject Property:

Parcel Number: 4130-0029-00000
CAMA Number: 4130-0029-00000
Property Address: 270 GREENFIELD RD

Mailing Address: SHEARER KENNETH A
270 GREENFIELD RD
COLRAIN, MA 01340

Abutters:

Parcel Number: 4130-0017-00010
CAMA Number: 4130-0017-00010
Property Address: GREENFIELD RD

Mailing Address: SHEARER KENNETH A
270 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0017-00020
CAMA Number: 4130-0017-00020
Property Address: 269 GREENFIELD RD

Mailing Address: SHEARER LISA M
269 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0018-00000
CAMA Number: 4130-0018-00000
Property Address: 265 GREENFIELD RD

Mailing Address: PRAETZ LYN ANN
265 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0019-00000
CAMA Number: 4130-0019-00000
Property Address: 261 GREENFIELD RD

Mailing Address: BOTTEGO LISA M
PO BOX 134
COLRAIN, MA 01340

Parcel Number: 4130-0020-00000
CAMA Number: 4130-0020-00000
Property Address: 257 GREENFIELD RD

Mailing Address: GOODELL FRANCIS W
15 MERIDIAN ST APT #217
GREENFIELD, MA 01301-3870

Parcel Number: 4130-0021-00000
CAMA Number: 4130-0021-00000
Property Address: GREENFIELD RD

Mailing Address: SHEARER DAVID R & ARDITH
248 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0022-00000
CAMA Number: 4130-0022-00000
Property Address: 247 GREENFIELD RD

Mailing Address: SHEARER DAVID R & ARDITH
248 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0027-00000
CAMA Number: 4130-0027-00000
Property Address: GREENFIELD RD

Mailing Address: SHEARER DAVID R & ARDITH
248 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0028-00000
CAMA Number: 4130-0028-00000
Property Address: 248 GREENFIELD RD

Mailing Address: SHEARER DAVID R & ARDITH
248 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0030-00000
CAMA Number: 4130-0030-00000
Property Address: GREENFIELD RD

Mailing Address: SWEENEY GEORGE M
2 COOMBS HILL RD
COLRAIN, MA 01340



www.cai-tech.com

11/16/2021

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

Page 1 of 2



300 foot Abutters List Report

Colrain, MA
November 16, 2021

Parcel Number: 4130-0032-00000
CAMA Number: 4130-0032-00000
Property Address: 318 GREENFIELD RD

Mailing Address: STARZYK JOSEPH WOODHART KEIRA
318 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0036-00000
CAMA Number: 4130-0036-00000
Property Address: 261 SHELBURNE LINE RD

Mailing Address: SHEARER KENNETH A
270 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0037-00010
CAMA Number: 4130-0037-00010
Property Address: JUREK RD

Mailing Address: HANDY LANE FARM LLC
28 REYNOLDS RD
SHELBURNE, MA 01370

Parcel Number: 4130-0037-00020
CAMA Number: 4130-0037-00020
Property Address: 225 SHELBURNE LINE RD

Mailing Address: WERNER DANIEL L
225 SHELBURNE LINE RD
COLRAIN, MA 01340

Parcel Number: 4130-0038-00010
CAMA Number: 4130-0038-00010
Property Address: JUREK RD

Mailing Address: SHEARER KENNETH A
270 GREENFIELD RD
COLRAIN, MA 01340

Parcel Number: 4130-0038-00020
CAMA Number: 4130-0038-00020
Property Address: 75 JUREK RD

Mailing Address: FINCK JAMES A
75 JUREK RD
COLRAIN, MA 01340

Parcel Number: 4130-0040-00000
CAMA Number: 4130-0040-00000
Property Address: JUREK RD

Mailing Address: HANDY LANE FARM LLC
28 REYNOLDS RD
SHELBURNE, MA 01370

Parcel Number: 4130-0040-00020
CAMA Number: 4130-0040-00020
Property Address: 90 JUREK RD

Mailing Address: SMITH NATHAN A SHEARER MARJORIE
J
90 JUREK RD
COLRAIN, MA 01340



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11/16/2021

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Page 2 of 2

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Attachment A

https://drive.google.com/drive/folders/12-bro05htv9p0ll0tH8s0eC
ky9Pb2XX?usp=sharing

David Small, Chairman
Board of Planning and Community Development
November 17, 24

263211

Legals

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Business Establishment is Scheduled for:

Date: Thursday, December 2nd, 2021

Time: 6:30PM

Application Name: Flower Xpress / BRED Genetics

Application Address: 270 Greenfield Road, Colrain MA 01340

License Type: Delivery Operator, Manufacturing and Cultivation

This Meeting is hosted online via Zoom for COVID-19 Safety accommodations. Join virtually at the link below (this is NOT an in person meeting):

Event Link: Join Zoom Meeting

<https://zoom.us/j/93627318372?pwd=MFI5RDZ3NkM3cU1UMm9vNDFE NSs1Zz09>

Meeting ID: 936 2731 8372
Passcode: BRED

There will be an opportunity for the public to raise comments, questions and concerns.

266075 November 17

Legals

LEGAL NOTICE REQUEST FOR PROPOSALS

The applicant shall provide in the notice instructions on how to join and participate in the meeting.

Attachment B

The applicant shall obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.

Flower Xpress - BRED Genetics Community Outreach Meeting Notice

Drudys Ledbetter <dru@flowerpressboston.com>
to: assessor, bob, townclerk, huggins, huggins, vinyard669
Town Administrator Fox,

Nov 23, 2021, 10:54 AM

Thank you for receiving our notice and sharing it with the select board. We were advised by our legal counsel to ensure that we had an email forwarded that originated from our team, so I apologize for the redundancy of this email. I have attached our Public Meeting Notice Again and the exact verbiage that the CCC would like us to include in this email below.

Thank you for all of your help and guidance so far. We look forward to meeting with the community next week and answering any questions that may arise.

LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY Flower Xpress and BRED Genetics

Notice is hereby given that a virtual community outreach meeting for Flower Xpress and BRED Genetics proposed Marijuana Establishment is scheduled for December 2, 2021, at 6:30 PM, hosted online at:
<https://zoom.us/j/9462131872?pwd=MTU0PDM5dGJUMmRlbnR5bWZkdz09> or by telephone by calling: +1.508.315.8392, Meeting ID: 956 3711 8373.

The proposed Marijuana Retailer is anticipated to be located at 270 Greenfield Road, Colrain, MA 01340 (the "Property"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Flower Xpress LLC and BRED Genetics LLC. Questions may be submitted in advance to support@flowerpressboston.com. All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting FlowerXpressBoston.com.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 940 and 915 C.M.R. 300.000 et seq. A copy of this notice is on file with the Town Clerk, Assessor's Office and the Town Administrator who forwarded it to the Select Board in Town Hall, 55 Main Road, Colrain, MA 01340. A copy of this notice was published in a newspaper of general circulation at least seven (7) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.

FLOWER XPRESS
Dru Ledbetter
Co-Founder & COO
M: 617-777-4492
E: Dru@flowerpressboston.com



Drudys Ledbetter <dru@flowerpressboston.com>

Dec 1, 2021, 5:07 PM

to Town

Mr Fox,

All required notice has been given and all abutters have been notified. Please feel free to review our meeting materials at www.flowerpressboston.com

In gratitude,

Dru Ledbetter

FLOWER XPRESS
Dru Ledbetter
Co-Founder & COO
M: 617-777-4492
E: Dru@flowerpressboston.com

Request for Authority to do Community Outreach Meeting Virtually

External

Inbox

Drudys Ledbetter <dru@flowerpressboston.com>

Wed, Dec 1, 2021, 2:01 PM

to Town

Administrator Fox,

I hope this email finds you well. We are requesting a written approval from you stating that we have the authority to do our community outreach meeting virtually.

An email stating the following would suffice.

Flower Xpress LLC/BRED Genetics LLC has the approval to host their community outreach meeting virtually on December 2nd, 2021 at 6:30pm.

Thank you beforehand for your assistance with this matter.

In Gratitude,

Dru Ledbetter

FLOWER XPRESS
Dru Ledbetter
Co-Founder & CEO
M: 617-777-4492
E: Dru@flowerpressboston.com

The applicant shall obtain approval in writing from the Contracting Authority or Authorized

Town of Colrain Coordinator <BOS@colrain-ma.gov>
to me ▾

Wed, Dec 1, 2021, 3:52 PM ☆ ↶ ⋮

Hi Dru,

In my capacity as Town Administrator for the Town of Colrain please accept the following (assuming all required notice has been given):

Flower Xpress LLC/BRED Genetics LLC has the approval to host their community outreach meeting virtually on December 2nd, 2021 at 6:30pm.

Kevin Fox
Town Administrator
Colrain, MA

11/29/22, 4:37 PM

flowerxpressboston.com Mail - Flower Xpress- BRED Genetics Community Outreach Meeting Notice



Drudys Ledbetter <dru@flowerxpressboston.com>

Flower Xpress- BRED Genetics Community Outreach Meeting Notice

1 message

Drudys Ledbetter <dru@flowerxpressboston.com>

Tue, Nov 23, 2021 at 10:54 AM

To: assessors@colrain-ma.gov, bos@colrain-ma.gov, townclerk@colrain-ma.gov
Cc: Huggens Lafond <huggenslafond@lafcorealty.com>, Huggens Lafond <hugz@flowerxpressboston.com>, vinyuyen8669@gmail.com

Town Administrator Fox,

Thank you for receiving our ootoce and sharing it with the select board. We were advised by our legal counsel to ensure that we had an email forwarded that originated from our team, so I apologize for the redundancy of this email. I have attached our Public Meeting Notice Again and the exact verbiage that the CCC would like us to include in this email below.

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<https://zoom.us/j/93627318372?pwd=MF15RDF3NkM3cU1UMm9vNDFENSs1Zz09> or by telephone by calling: +1.301.715.8592, Meeting ID- 936 2731 8372.

The proposed Marijuana Retailer is anticipated to be located at 270 Greenfield Road, Colrain, MA 01340 (the "Property"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Flower Xpress LLC and BRED Genetics LLC.

Questions may be submitted in advance to support@flowerxpressboston.com. All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting FlowerXpressBoston.com

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

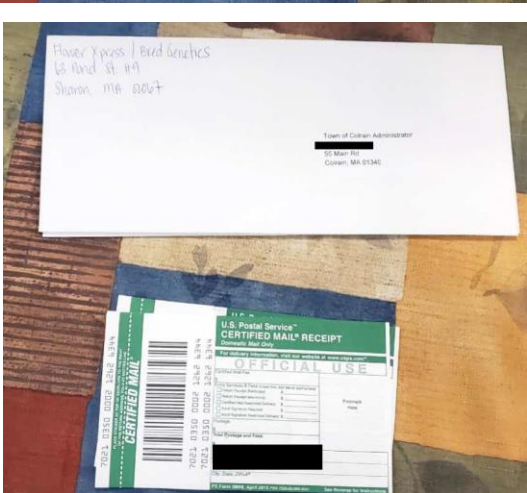
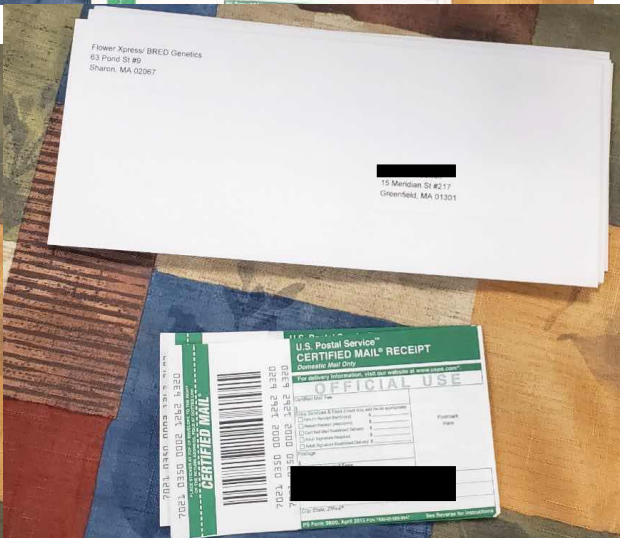
A copy of this notice is on file with the Town Clerk, Assessor's Office and the Town Administrator who forwarded it to the Select Board at Town Hall, 55 Main Road, Colrain, MA 01340. A copy of this notice was published in a newspaper of general circulation at least Seven (7) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.



Dru Ledbetter
Co-Founder & COO
M: 617-777-4492
E: Dru@flowerxpressboston.com

<https://mail.google.com/mail/u/0/?ik=944c7e534f&view=pt&search=all&permthid=thread-a%3Ar7200301253182884781%7Cmsg-a%3Ar-81543579961...> 1/2

Attachment C







**BOARD OF ASSESSORS
TOWN OF COLRAIN**
35 Main Rd.
Colrain, MA 01340

Nicholas Anzoni, Chairman
James Slowinski, Assessor
Dwight Harrison, Assessor

Alice Wozniak, Director of Assessing
Phone: (413) 624-3356
Fax: (413) 624-8552

**CERTIFIED LIST OF ABUTTERS
"PARTIES IN INTEREST"**

SUBJECT PROPERTIES MAP + LOT	LOCATION OF SUBJECT PROPERTIES	OWNERS AND MAILING ADDRESSES
Map 413, Lot 29	270 Greenfield Rd. Colrain, MA	██████████ Colrain, MA 01340

PLEASE SEE ATTACHED LIST OF ABUTTERS

Per the Assessors records we certify that the attached lists of persons are the abutters of record for the subject property within 300 feet of the outer perimeter.

To the best of our knowledge, this list represents the most current owners of the properties. The accuracy of this listing is based solely on the information currently available in our database at the time of the request.

November 16, 2021

Date: _____

Alice Wozniak
Alice Wozniak, MA
Director of Assessing

300 foot Abutters List Report
Colrain, MA
November 16, 2021

Subject Property:
Parcel Number: 4130-0029-00000
CAMA Number: 4130-0029-00000
Property Address: 270 GREENFIELD RD
Mailing Address: 270 GREENFIELD RD
COLRAIN, MA 01340

Abutters:

Parcel Number: 4130-0017-00010 CAMA Number: 4130-0017-00010 Property Address: GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0017-00020 CAMA Number: 4130-0017-00020 Property Address: 269 GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0018-00000 CAMA Number: 4130-0018-00000 Property Address: 265 GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0019-00000 CAMA Number: 4130-0019-00000 Property Address: 261 GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0020-00000 CAMA Number: 4130-0020-00000 Property Address: 257 GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0021-00000 CAMA Number: 4130-0021-00000 Property Address: GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0022-00000 CAMA Number: 4130-0022-00000 Property Address: 247 GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0027-00000 CAMA Number: 4130-0027-00000 Property Address: GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0028-00000 CAMA Number: 4130-0028-00000 Property Address: 246 GREENFIELD RD	Mailing Address: ██████████
Parcel Number: 4130-0030-00000 CAMA Number: 4130-0030-00000 Property Address: GREENFIELD RD	Mailing Address: ██████████

11/16/2021 Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report. Page 1 of 2

Abutters List Report - Colrain, MA

300 foot Abutters List Report
Colrain, MA
November 16, 2021

Parcel Number: 4130-0032-00000
CAMA Number: 4130-0032-00000
Property Address: 318 GREENFIELD RD
Mailing Address: ██████████

Parcel Number: 4130-0036-00000
CAMA Number: 4130-0036-00000
Property Address: 261 SHELBURNE LINE RD
Mailing Address: ██████████

Parcel Number: 4130-0037-00010
CAMA Number: 4130-0037-00010
Property Address: JUREK RD
Mailing Address: ██████████

Parcel Number: 4130-0037-00020
CAMA Number: 4130-0037-00020
Property Address: 225 SHELBURNE LINE RD
Mailing Address: ██████████

Parcel Number: 4130-0038-00010
CAMA Number: 4130-0038-00010
Property Address: JUREK RD
Mailing Address: ██████████

Parcel Number: 4130-0038-00020
CAMA Number: 4130-0038-00020
Property Address: 75 JUREK RD
Mailing Address: ██████████

Parcel Number: 4130-0040-00000
CAMA Number: 4130-0040-00000
Property Address: JUREK RD
Mailing Address: ██████████

Parcel Number: 4130-0040-00020
CAMA Number: 4130-0040-00020
Property Address: 90 JUREK RD
Mailing Address: ██████████

Community Outreach Meeting Attendees

FX Community Outreach Meeting Attendee list 12-2-2021

1. Dru Ledbetter
2. Bill Perrier
3. Jonathan Lagreze
4. Adrian Brown
5. Agnieszka Grosso
6. Allan Smith
7. Alycia Orzel
8. Amar G
9. Angela Bradway
10. Bao Tran
11. Carl
12. Dennis DePaolo
13. Emily Tran
14. Erik Ortiz
15. Huggen Lafond
16. iPad User
17. Jean Transtamar
18. Jorge Gallego
19. Karen Herzig
20. Ken Shearer
21. Kerlee Nicolas
22. Leslie Pascual
23. Lindsey Esser
24. Maggie Smith
25. Marquis Cohen
26. Matt Allen
27. Moto G User
28. Nichole Rouse
29. Paul Ziemba
30. Vi Nguyen
31. Wes Ritchie
32. Yery G.
33. Yvonne Tran
34. iPhone User

Participants (35)

Find a participant

L	Leslie Pascual (Host, me)		
BOT	Dru Ledbetter		
BP	Bill Perrier		
JL	Jonathan Lagreze		
A	Adrian		
	Agnieszka Grosso		
AS	Allan Smith		
AO	Alycia Orzel		
	Amar G (he/him)		
	Angela Bradway		
B	Bao Tran		
C	Carl		
D	dennis		
ET	Emily Tran		
EO	Erik Ortiz		
HL	Huggens Lafond		

Participants (35)

Find a participant

EO	Erik Ortiz		
HL	Huggens Lafond		
IL	iPad (2)		
JL	Jean Transtamar		
JL	Jonathan Lagreze		
JG	Jorge Gallego		
KH	karen herzig		
K	Ken		
KN	Kerlee Nicolas		
MS	Maggie Smith		
MC	Marquis Cohen		
M	Matt		
M	Matt		
MG	moto g power (2021)		
NR	Nichole Rouse		
PZ	Paul Ziemba		

Participants (35)

Find a participant

JG	Jorge Gallego		
KH	karen herzig		
K	Ken		
KN	Kerlee Nicolas		
MS	Maggie Smith		
MC	Marquis Cohen		
M	Matt		
M	Matt		
MG	moto g power (2021)		
NR	Nichole Rouse		
PZ	Paul Ziemba		
TI	Tuongvi's iPhone		
	Wes Ritchie		
YG	Yery G.		
	Yvonne Tran		
I	iPhone		

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Participants (35)

Q Find a participant



Leslie Pascual (Host, me)



Dru Ledbetter



Bill Perrier



Jonathan Lagreze



Adrian



Agnieszka Grosso



Allan Smith



Alysia Orzel



Amar G (he/him)



Angela Bradway



Bao Tran



Carl



dennis



Emily Tran



Erik Ortiz



Huggens Lafond





Participants (35)

Q Find a participant

EO	Erik Ortiz		
HL	Huggens Lafond		
I(iPad (2)		
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JL	Jonathan Lagreze		
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MS	Maggie Smith		
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M	Matt		
MG	moto g power (2021)		
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Find a participant

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M	Matt		
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PZ	Paul Ziemba		
TI	Tuongvi's iPhone		
	Wes Ritchie		
YG	Yery G.		
	Yvonne Tran		
I	iPhone		



Drudys Ledbetter <dru@flowerxpressboston.com>

Flower Xpress- BRED Genetics Community Outreach Meeting Notice

1 message

Drudys Ledbetter <dru@flowerxpressboston.com>

Tue, Nov 23, 2021 at 10:54 AM

To: assessors@colrain-ma.gov, bos@colrain-ma.gov, townclerk@colrain-ma.gov

Cc: Huggens Lafond <huggenslafond@lafcorealty.com>, Huggens Lafond <hugz@flowerxpressboston.com>, vinguyn8669@gmail.com

Town Administrator Fox,

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Flower Xpress and BRED Genetics**

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<https://zoom.us/j/93627318372?pwd=MFI5RDF3NkM3cU1UMm9vNDFENSs1Zz09> or by telephone by calling: +1.301.715.8592, Meeting ID- 936 2731 8372.

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Dru Ledbetter
Co-Founder & COO
M: 617-777-4492
E: Dru@flowerxpressboston.com



Flower Xpress Colrain Legal Notice prior to community meeting.docx

22K

Plan to Remain Compliant with Local Zoning

Bred Genetics LLC (“Bred Genetics”) will remain compliant at all times with the local zoning requirements set forth in the Town of Colrain’s Zoning By-Law.

As required by the Town of Colrain, Bred Genetics LLC will apply for a Special Permit from the Town of Colrain Board of Appeals.

In accordance with Section 12 and 13 of the Town of Colrain Bylaws, Bred Genetics will apply for any other local permits required to operate at the proposed location. Bred Genetics will comply with all conditions and standards set forth in any local permit required to operate at Bred Genetics’ proposed location. Bred Genetics has already attended several meetings with various municipal officials and boards to discuss Bred Genetics’ plans and has executed a Host Community Agreement with the Town of Colrain. Bred Genetics will continue to work cooperatively with various municipal departments, boards, and officials to ensure that our facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



Positive Impact Plan Bred Genetics LLC

Bred Genetics LLC

Areas of Disproportionate Impact Positive Impact Plan

Bred Genetics LLC understands that as a new business in the Town of Colrain, it needs to demonstrate a commitment to the community and provide mitigation for impact. Bred Genetics prides itself not only on being a great neighbor, but as an invested and engaged community partner. The company is built on the values of equity and justice, and these ideals will always be core to the management and operations of the business. Bred Genetics strongly believes in a comprehensive and holistic community engagement plan, including philanthropic commitments to the local community and Town overall. A business such as Bred Genetics cannot succeed without the support and engagement of the local community.

The Cannabis Control Commission (Commission) requires companies to submit a plan to positively impact people disproportionately harmed by cannabis prohibition. Our plan will address our positive community impact in addition to our plan to impact the following groups as defined by the CCC that have been disproportionately harmed by cannabis prohibition.



Bred Genetics LLC

Overview of Positive Impact Plan Goals

- 1. Goal 1-** Establish a fund to partner with community organizations and experts in helping to enhance and help preserve agriculture efforts in Colrain, MA
- 2. Goal 2-** Create a “Philanthropic Partner Program” to provide mini-grants and other financial support to non-profits.
- 3. Goal 3-** Develop a comprehensive public education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials.
- 4. Goal 4-** Ensure the business remains environmentally friendly and fits aesthetically with the rest of the community.

Bred Genetics LLC

Goal 1- Establish a fund to partner with community organizations and experts in helping to enhance and help preserve agriculture efforts in Colrain.

Goals	Programs	Measurements
Establish a fund with a minimum annual philanthropic investment of \$5,000 from Bred Genetics LLC to partner with community organizations and experts in helping to enhance and help preserve agriculture efforts in Colrain and another \$5,000 minimum investment to support areas of disproportionate impact surrounding Colrain, MA (i.e. Greenfield, MA)	<ol style="list-style-type: none"> 1. Bred Genetics LLC will support the creation of a formal local fund, including a volunteer board of directors to allocate resources, composed of local residents (some of whom may be Bred Genetics LLC employees and can serve as ex-officio board members). 2. Bred Genetics LLC will make an annual philanthropic of a total of \$5,000 USD , to be allocated for efforts in the Town of Colrain and areas of disproportionate impact near Colrain and around the State of Massachusetts.. 	<ol style="list-style-type: none"> 1. Communication of established and funded “fund” will be reported to Town of Colrain Select Board. 2. Criteria for selection of community organizations will be determined by volunteer board and managed by Bred Genetics LLC Community Liaison. 3. Progress of effort and fund allocation will be shared with community biannually.

Bred Genetics LLC

Goal 2- Create a “Philanthropic Partner Program” to provide mini-grants and other financial support to non-profits.

Goals	Programs	Measurements
<p>Create a “Philanthropic Partner Program” (PPP) to work in conjunction with the “Town of Colrain fund” to provide mini-grants and other financial support to non-profits, civic groups, and community projects. Create a “Philanthropic Partner Program” to provide mini-grants and other financial support to non-profits and charitable causes.</p> <p>The Bred Genetics LLC PPP will offer five \$1,000 grants annually. These monies will be awarded to support and sponsor community projects and events in the town including festivals, farmers’ markets, public art installations, neighborhood cleanups, beautification projects, and more.</p>	<ol style="list-style-type: none"> 1. Organizations will submit a brief proposal request to the volunteer board managing the Town of Colrain fund. 2. Grants will be awarded on a first come, first serve basis. 3. Organizations will only be allowed to request one grant per calendar year. <p>Bred Genetics LLC has no intention of replicating existing programs or organizations, but rather work in partnership to support organizations already deeply rooted in their mission-driven work.</p>	<ol style="list-style-type: none"> 1. Communication of established and funded “fund” will be reported to Town of Colrain Select Board. 2. Criteria for selection of community organizations will be determined by volunteer board and managed by Bred Genetics LLC Community Liaison. 3. Progress of effort and fund allocation will be shared with community biannually.

Bred Genetics LLC

Goal 3- Develop a comprehensive public education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials.

Goals	Programs	Measurements
<p>Develop a comprehensive education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials.</p> <p>Bred Genetics LLC will offer at least one 1-hour free education program each quarter.</p>	<ol style="list-style-type: none"> 1. Bred Genetics LLC will provide interactive educational content to the public regarding cannabis on a quarterly basis (at least 1 hour program per quarter), ranging from the basics of cannabis use for a new consumer, to how to successfully launch your own cannabis business. 2. Informational workshops will be well-advertised and offered at no cost. (Minimum goal of 4 hours of live educational programs per year, at least 50% will take place in areas of disproportionate impact, with minimum goal of 15 attendees per event) 3. Taking a public health approach, Bred Genetics LLC will work with subject matter experts (SMEs) to develop an informative and easy to understand library of cannabis resources. 4. All educational content and resources will be available on the Bred Genetics LLC website. 	<ol style="list-style-type: none"> 1. Communication of educational offering will be well advertised in the Town of Colrain and surrounding ADI. Programming will be offered both in-person and remote. 2. Attendance will be taken at each event, participants will not be identified by name, but rather by demographic information to ensure access and impact are being quantified. Goal of a minimum of 15 participants per session. 3. All content will be available on the Bred Genetics LLC website for referencing. 4. Reporting of Education Program reach, impact and demographics will be shared with the Select Board annually.

Bred Genetics LLC

Goal 4- Ensure the business remains environmentally friendly and fits aesthetically with the rest of the community.

Goals	Programs	Measurements
Ensure the business remains environmentally friendly and fits aesthetically with the rest of the area.	Understanding the need for protecting natural resources, Bred Genetics LLC is committed to maintaining a minimal carbon footprint and will work with appropriate agencies and planning board to be as “green” and environmentally sustainable as possible.	<p>Community feedback request will be made throughout the project.</p> <p>On Bred Genetics LLC Website, we will have a community feedback section that will be well promoted to keep the community engaged and ensure the community voices are heard.</p>

Bred Genetics LLC

Areas of Disproportionate Impact Positive Impact Plan- Other Measurements

Having a comprehensive community engagement plan is a critical priority for Bred Genetics LLC. To ensure transparency and accountability, we will have quarterly written reports available to the community on our website and in print (when requested) for the larger community about our programs and their progress in meeting community impact goals.

All program and event data will be captured in an appropriate system and used to provide reports and analytics on program activity data, philanthropic contributions, and overall community on an annual basis.

The following information will be included in our report.

- Overall impact of Bred Genetics LLC Positive Impact Plan.
- Town of Colrain Bred Genetics LLC Fund volunteer board members
- Number of supported partner events
- Number of events/efforts supported by Bred Genetics LLC mini-grants and amount disbursed annually
- Number of Volunteer hours by Bred Genetics LLC employees, at local events or with organizations in ADI
- Total dollar amount of philanthropic investments YTD as selected by the volunteer board.
- Attendance information (demographics data only) for educational events
 - Attendee evaluation/feedback from events will also be shared



Bred Genetics LLC

Compliance Statement

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities have accepted (or will accept) donations from the Company; (2) acknowledges and is aware of, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.



Thank You



TOWN OF SHARON
DEPARTMENT OF PUBLIC WORKS
217 REAR SOUTH MAIN STREET
P.O. BOX 517
SHARON, MASSACHUSETTS 02067
TEL. (781) 784-1525 FAX (781) 784-1508



ERIC HOOPER, P.E.
SUPERINTENDENT

PETER O'CAIN, P.E.
TOWN ENGINEER

ELIZABETH CURLEY
BUSINESS MANAGER

DANA HINTHORNE
BUILDING INSPECTOR

Ms. Drudys Ledbetter
Bred Genetics LLC
63 Pond St. Unit 9
Sharon, MA. 02067

October 6, 2022

RE: DBA for Flowers Xpress

Ms. Ledbetter,

I am in receipt of your request for a certification of your business plan for the office located at 63 Pond St. Unit #9 and find as follows:

The property is located in the Business District A and will be used as its principal office as stated in Article VIII Section G of the Articles of Organization and will be subject to mail and phone only and no other operations will be allowed at this address as it pertains to the production of product.

The DBA for Flowers Xpress is approved as stated above for Administration only.

Please feel free to contact this office should you have any questions.

Thank you,

Dana Hinthorne
Building Inspector
Sharon Building Dept.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: December 02, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,
BRED GENETICS, INC.

is a domestic corporation organized on **August 10, 2022** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22120045170

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: bod

D**The Commonwealth of Massachusetts****William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)**ARTICLE I**

The exact name of the corporation is:

BRED Genetics, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		CWP	100,000	\$0.00100

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

SEE CONTINUATION SHEET

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
63 POND STREET, #9, SHARON, MA 02067
- b. The name of its initial registered agent at its registered office:
DRUDYS LEDBETTER
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Quan H Tran - 86 Claybourne Street , Boston, MA 02124

Treasurer: Kerlee Nicolas - 63 Pond Street #9, Sharon, MA 02067

Secretary: Drudys Ledbetter - 63 Pond Street #9, Sharon, MA 02067

Director(s): Tuongvi Nguyen - 86 Claybourne Street , Boston, MA 02124
Huggens Lafond - 86 Claybourne Street , Boston, MA 02124

- d. The fiscal year end of the corporation:
DECEMBER 31

e. A brief description of the type of business in which the corporation intends to engage:
APPLY FOR AND SEEK LICENSES FROM THE CANNABIS CONTROL COMMISSION AND ALL OTHER APPROPRIATE GOVERNMENTAL AUTHORITIES

The street address of the principal office of the corporation:
63 Pond Street #9, Sharon, MA 02067

- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

63 Pond Street #9, Sharon, MA 02067, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this 22 day of JULY, 2022 by the incorporator(s):

Signature:

Name: Drudys Ledbetter

Address: 63 Pond Street #9, Sharon, MA 02067

BRED GENETICS, INC.
ARTICLES OF ORGANIZATION
CONTINUATION SHEETS

ARTICLE VI. Other lawful provisions, and if there are no such provisions, this article may be left blank.

A. **LIMITATION OF DIRECTOR LIABILITY.** Except to the extent that Chapter 156D of the Massachusetts General Laws prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

B. **SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS.** The affirmative vote of a majority of all the shares in a group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

C. **SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT.** Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a stockholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

D. **AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS.** The Board of Directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the stockholders.

E. **AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES.** The Board of Directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the Board of Directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization approved by the shareholders.

F. **INDEMNIFICATION.** The following indemnification provisions shall apply to the persons enumerated below.

1. **Right to Indemnification of Directors and Officers.** The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may

hereafter be amended, any person (an **"Indemnified Person"**) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a **"Proceeding"**), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Part F, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors, or an authorized committee of the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. To the extent permitted by law, the Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Part F or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Part F is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors, or an authorized committee of the Board of Directors, in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors, or an authorized committee of the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding

in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors, or an authorized committee of the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Part F shall not be exclusive of any other rights which such person may have or hereafter acquire under any common law, statute, provision of these Articles of Organization, by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize the Corporation to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Part F; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Part F.

BRED Genetics LLC

270 Greenfield Road
Colrain, MA 01340

July 13, 2022

Secretary of the Commonwealth
Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512

RE: BRED Genetics

Dear Sir or Madam:

I, the undersigned Manager and duly authorized person of BRED Genetics LLC hereby consent to the use of the name BRED Genetics, Inc. to be filed with the Corporations Division.

Very Truly Yours,

BRED GENETICS LLC

By: Drudys Ledbetter
Name: Drudys Ledbetter
Its Manager

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:

August 10, 2022 03:57 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: BRED GENETICS, INC.

2. Current registered office address:

Name: DRUDYS LEDBETTER

No. and Street: 28 CHURCH STREET

SUITE 14 #1260

City or Town: WINCHESTER

State: MA

Zip: 01890

Country: USA

3. The following supplemental information has changed:

☒ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DRUDYS LEDBETTER	28 CHURCH STREET, STE 14 #1260 WINCHESTER, MA 01890 USA
TREASURER	KERLEE NICOLAS	28 CHURCH ST, STE 14 #1260 WINCHESTER, MA 01890 USA
SECRETARY	DRUDYS LEDBETTER	28 CHURCH STREET, STE 14 #1260 WINCHESTER, MA 01890 USA
DIRECTOR	DRUDYS LEDBETTER	28 CHURCH STREET, STE 14 #1260 WINCHESTER, MA 01890 USA
DIRECTOR	TUONGVI NGUYEN	68 CLAYBOURNE ST. BOSTON, MA 02124 USA
DIRECTOR	KERLEE NICOLAS	28 CHURCH ST, STE 14 #1260 WINCHESTER, MA 01890 USA

 Fiscal year end:

December

 Type of business in which the corporation intends to engage:

APPLY FOR AND SEEK LICENSES FROM CCC

☒ **Principal office address:**

No. and Street: 28 CHURCH STREET

SUITE 14 #1260

City or Town: WINCHESTER

State: MA

Zip: 01890

Country: USA

☒ **g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):**

No. and Street: 28 CHURCH STREET
SUITE 14 #1260

City or Town: WINCHESTER

State: MA

Zip: 01890

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

**Signed by DRUDYS LEDBETTER, its PRESIDENT
on this 15 Day of February, 2023**

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:

February 15, 2023 03:53 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Certification of Not Having Direct or Indirect Control Over the Licensee

For RFI-6 # MCN283581

In response to the Cannabis Control Commission (the “CCC”) Notice: Additional Information Request dated March 17, 2023 (“**RFI-6**”), in connection with the Cultivation establishment (the “**Establishment**”) license application # MCN283581 by Bred Genetics, Inc. (the “**Licensee**” or the “**Applicant**”), the undersigned, Drudys Ledbetter, hereby confirms and certifies to the CCC that:

1. Huggens Lafond has been asked by the Applicant to resign from Bred Genetics, Inc. and therefore, does not have any authority to make any business decisions on behalf of the Applicant. Huggens Lafond has a 0% equity stake in the Applicant.
2. Kerlee Nicolas has been asked by the Applicant to assist with the financial operations of the Establishment. He has also been asked to assist with the operations of certain aspects of the Applicant’s Establishment. Kerlee Nicolas has a 5% equity stake in the Applicant.
3. Kerlee Nicolas is not a Person or Entity Having Direct Control (as defined by the CCC) of the Applicant because, (a) he is not an Owner that possess a financial interest in the form of equity of 10% or greater in the Applicant; (b) he does not possess voting interest of 10% or greater in an Applicant or a right to veto significant events; (c) he is not a Close Associate; (d) he does not have the right of control or authority, through contract or otherwise including, but not limited to, *(i) to make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments, (ii) to appoint more than 50% of the directors or their equivalent; (iii) to appoint or remove Corporate-level officers or their equivalent; (iv) to make major marketing, production, and financial decisions; (v) to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or (vi) to earn 10% or more of the profits or collect more than 10% of the dividends;* (e) he is not a Court Appointee or assignee pursuant to an agreement for a general assignment or Assignment for the Benefit of Creditors; and (f) he is not a Third-party Technology Platform Provider that possesses any financial interest in a Delivery Licensee including, but not limited to, a Delivery Agreement or other agreement for services.
4. Kerlee Nicolas is not a Person or Entity Having Indirect Control (as defined by the CCC) of the Applicant because he does not have indirect control over the operations of the Applicant. Moreover, he does not have Direct Control over an indirect holding or parent company of the Applicant, and he is neither the chief executive officer and executive director of those companies, nor a person in a position indirectly to control the decision-making of the Applicant.
5. Adrian Brown, Agnieszka Grosso, Mark Doucette and Leslie Pascual (collectively the “Business Plan Individuals” have all been asked to assist with the operations of various

aspects of the Applicant's Establishment. The Business Plan Individuals each have a 1% equity stake in the Applicant.

6. Each of the Business Plan Individuals is not a Person or Entity Having Direct Control (as defined by the CCC) of the Applicant because, (a) each is not an Owner that possess a financial interest in the form of equity of 10% or greater in the Applicant; (b) each does not possess voting interest of 10% or greater in an Applicant or a right to veto significant events; (c) each is not a Close Associate; (d) each does not have the right of control or authority, through contract or otherwise including, but not limited to, *(i) to make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments, (ii) to appoint more than 50% of the directors or their equivalent; (iii) to appoint or remove Corporate-level officers or their equivalent; (iv) to make major marketing, production, and financial decisions; (v) to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or (vi) to earn 10% or more of the profits or collect more than 10% of the dividends;* (e) each is not a Court Appointee or assignee pursuant to an agreement for a general assignment or Assignment for the Benefit of Creditors; and (f) each is not a Third-party Technology Platform Provider that possesses any financial interest in a Delivery Licensee including, but not limited to, a Delivery Agreement or other agreement for services.
7. Each of the Business Plan Individuals is not a Person or Entity Having Indirect Control (as defined by the CCC) of the Applicant because each does not have indirect control over the operations of the Applicant. Moreover, each does not have Direct Control over an indirect holding or parent company of the Applicant, and each is neither the chief executive officer and executive director of those companies, nor a person in a position indirectly to control the decision-making of the Applicant.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of March 30th, 2023

By: Drudys Ledbetter
Name: Drudys Ledbetter



Bred Genetics LLC dba Flower Xpress

Business Plan

Disclaimer

This document contains forward looking statements identified by the use of words such as should, believes, plans, goals, expects, may, will, objectives, missions, or the negative thereof, other variations thereon or comparable terminology. Such statements are based on currently available information that is subject to risks and uncertainties that affect our business, including, but not limited to, the impact of the competition, limited visibility into future brand and location expansion efforts, economic conditions generally, difficulties inherent in the development of new businesses, as well as the sufficiency and availability of capital to fund operations. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, goals, assumptions or future events or performance are not statements of historical fact and may be forward looking statements. Forward looking statements involve a number of risk and uncertainties, which could cause actual results or events to differ materially from those presently anticipated. This information is intended for the general use of parties interested in investments in and ventures with Bred Genetics LLC. While the content herein is believed to be accurate, no representation of such is expressed or implied: such representations can be made only in definite documentation governing any actual investment or venture. Bred Genetics LLC is a start-up and therefore any investment is speculative and subject to loss of investment. There is no guarantee of return on investment in any amount. The LLC intends to own and lease marijuana facilities. The marijuana business is inherently risky. This is a limited debt offering. It is not intended to nor does it comply with federal or state law or regulations governing investments, offerings, or other financial instruments, including but not limited to the Massachusetts Uniform Securities Act or the Federal Securities Act of 1933.





Executive Summary

Company Overview

Our Story

- ❖ Bred Genetics LLC was formed in 2021
- ❖ We are 100% owned by people of color
- ❖ Majority owned by women
- ❖ Leadership Team with over 50 years of combined leadership and professional experience

Our Values

Our values are our guiding principles:

- ❖ Integrity
- ❖ Financial Stewardship
- ❖ Community Empowerment
- ❖ Social Equity & Social Justice

Our Mission

Our mission is to create a bridge between adult sales cannabis and medical grade quality cannabis by growing medical grade cannabis in a consistent, hi technology environment. We want to partner with the growing cannabis medical research sector and life sciences sector and be their 'primary' supplier of cannabis for the purposes of medical research.

The "Flower Xpress" Advantage

1. Bred Genetics cannabis portfolio with over 100 new strains, not previously seen in ANY cannabis market
2. Proprietary growing technique, that allows for maximum plant yield, with minimal plat touch.
3. State of the art Vertical Grow Boxes with AI and analytics
4. Partnerships with Certified Research Organizations and Cannabis Researchers here in Massachusetts.



Company Structure

- Bred Genetics LLC is a Massachusetts domestic limited liability company that is applying for licenses from the Commission to operate Marijuana Establishments in the Commonwealth.
- Bred Genetics LLC will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment
- Bred Genetics LLC will be doing business as Flower Xpress

Bred Genetics Plan Summary

Bred Genetics LLC will become a Tier 11 cultivator and product manufacturer in the state of Massachusetts. We began our business development in 2021 and will commence operations Summer 2022 with a Tier 5 license (indoor and outdoor cultivation) at 270 Greenfield Rd, Colrain, MA. Following the fall indoor harvest, Bred Genetics LLC will prepare for full canopy expansion and prepare for our Spring 2023 outdoor season. In our 16,000+ sq ft “barn”, we will also house our product manufacturing facilities.

Sales Strategy

Bred Genetics will use its indoor flower for premium whole flower sales, white label packaging and distribution. We will convert our outdoor flower into distillate for product manufacturing and wholesale to other product manufacturers in the state. Bred Genetics will only offer quality, lab tested products. The applicant guarantees that all batches of medical cannabis are tested at a certified laboratory for potency, terpenes, metals, pesticides, and microbials, as well as THC/CBD content. The results of these tests will be displayed on the packaging of all products. As per the regulations outlined under 105 CMR 725.105(E), information is placed describing our nutrients, pesticides, ingredients, and recommendations on methods of intake, dosing, batch information and contact information.

Meet The Bred Genetics Management Team



Dru Ledbetter
Chief Executive Officer



Adrian Brown
Chief of Cultivation (Interim)



Kerlee Nicolas
Chief Financial Officer



Agnieszka Grosso
Chief Brand and Creative Officer



Leslie Pascual
Chief Technology Officer



Mark Doucette
Chief Revenue Officer



The Management Team

Dru Ledbetter – Chief Executive Officer

Born in Caracas Venezuela and raised in Boston, MA. Dru attended Boston Latin School and Boston College, where she obtained a BS in Nursing Science. Dru became the youngest Nurse Manager at Radius Healthcare and moved on to spend 12 years in Nursing Leadership with her last role being Director of Critical Care. The last 7 years, Dru has worked in Product Development and Implementation in the Healthcare It space and served as a Clinical Project Manager for the leading Medical Device Integration company in the US.

Adrian Brown– Chief Cultivation Officer

Adrian is a Marketing professional and Horticulturalist, that has over 8 years of experience in cannabis cultivation, manufacturing and product development.

Agnieszka Grosso – Chief Brand and Creative Officer

Mark Doucette – Chief Revenue Officer



The Management Team

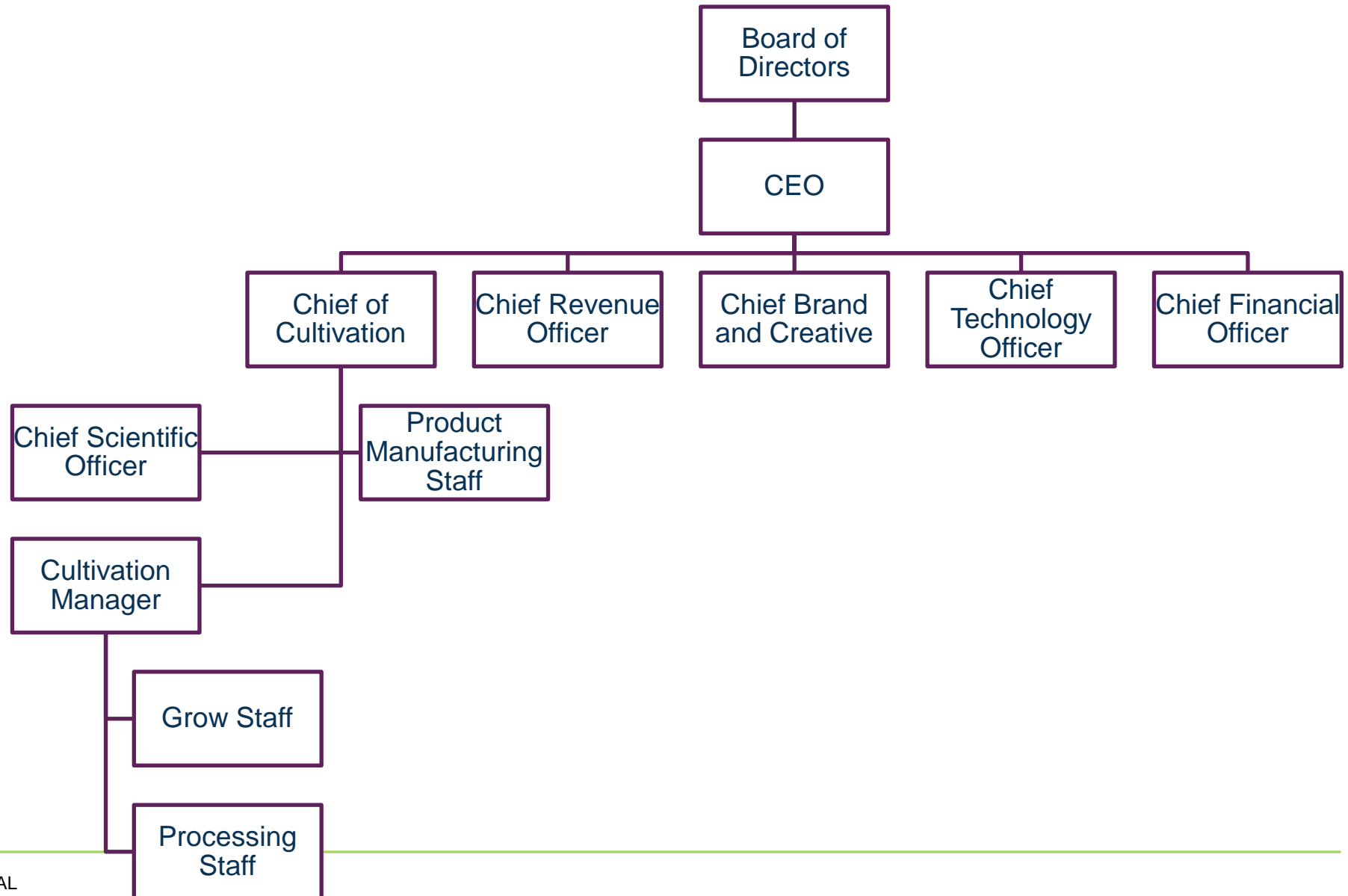
Kerlee Nicolas– Chief Financial Officer

Kerlee Nicolas is a Director of Sales for Procter and Gamble and has more than 13 years of sales and multifunctional experience in the Consumer Goods Industry. Kerlee was born in Venezuela to Haitian parents and grew up in Boston, MA, where he received his B.S. degree in Business Management from Mount Ida College. Kerlee later received his MBA from the University of Arkansas Sam M. Walton College of Business. Kerlee currently serves on the University of Arkansas MBA Alumni Advisory Board, leads culture building and equality and inclusion work at P&G, and has a passion for mentoring.

Leslie Pascual – Chief Technology Officer

Leslie is a 20-year technology professional with a proven track record of building collaborative efficient technology teams, effectively managing partners, and developing capabilities and offerings from the ground up. Leslie is familiar with highly regulated industries, having served as Technical lead for the NH Lottery and Tri-state Lotteries for 9 years. In 2018, she led, created and launched the NH Lottery new suite of online games, making them the 6th in the country to offer online purchasing of tickets. She has direct cannabis experience assisting Curaleaf with online payments and the redesign and development of their online hemp e-commerce website.

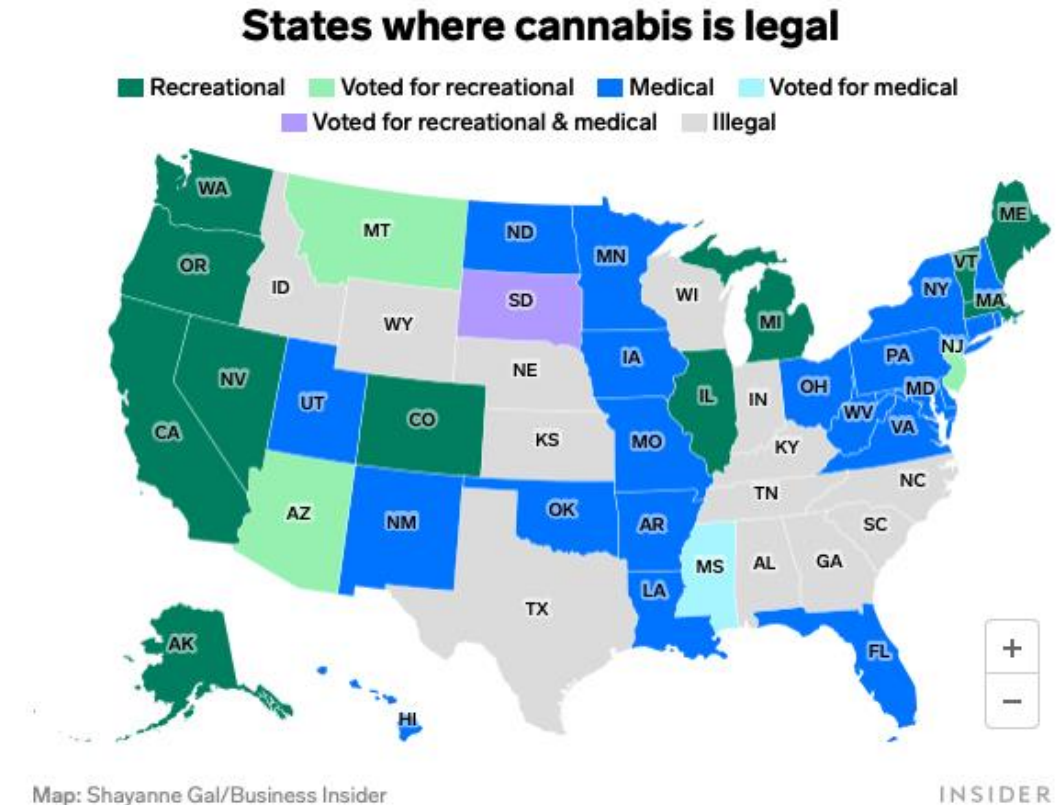
Org Chart- Bred Genetics



The Cannabis Industry in the United States

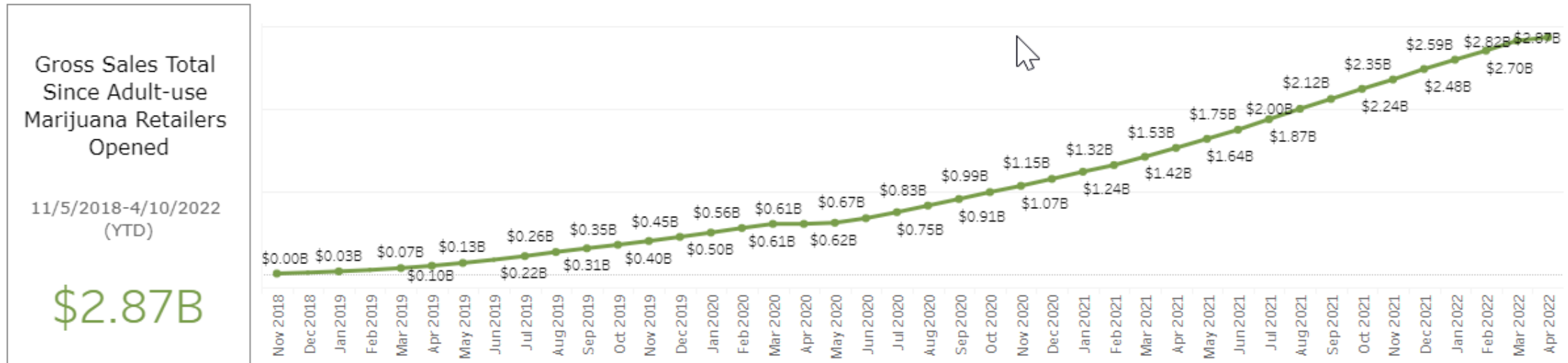
US Cannabis Industry SNAPSHOT

- Recreational (Adult Use) Marijuana is legal in 13 states and will go up to 15 states by end of 2022
- 18% of Americans are active marijuana users, up from 10% in 2015
- Nationwide cannabis sales increased 67% in 2020.
- Support for legal marijuana is at an all-time high of 68%.
- The U.S. cannabis industry is worth \$61 billion.
- The barriers to profitability in the industry are decreasing- SAFE BANKING ACT passed just last month



Cannabis Industry in Massachusetts

Massachusetts Cannabis Industry has had \$2.87B in sales since 2018



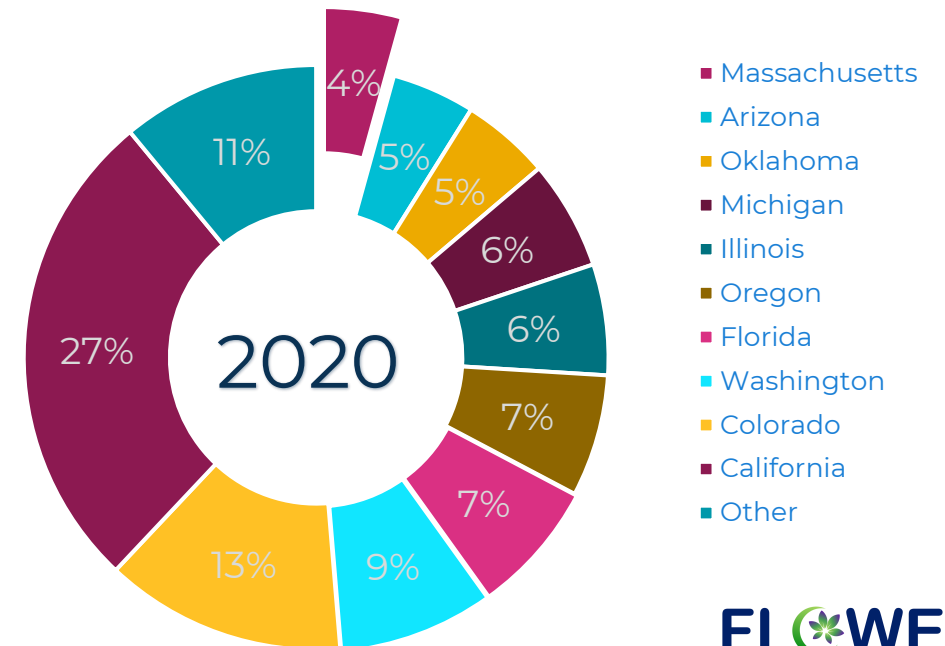
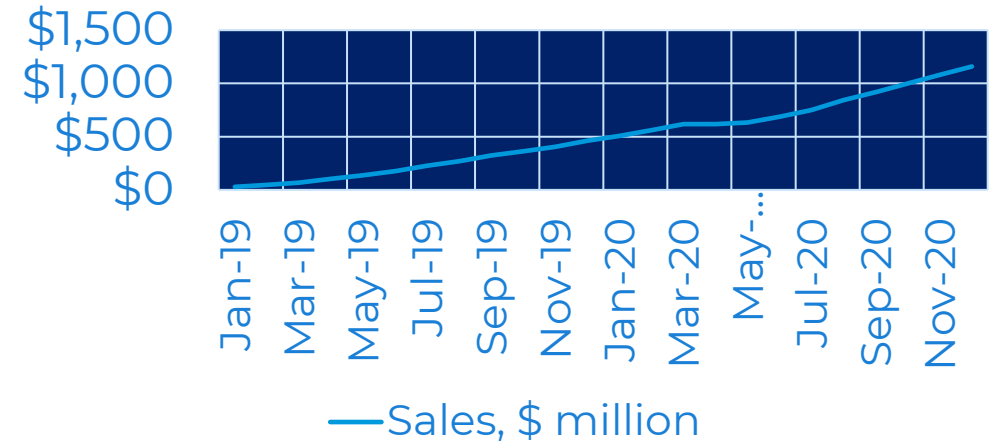
- Adult Use Sales in 2022 alone have reached **\$384M**
- The Massachusetts market is only capturing 20% of Marijuana users.
- Flower buds, Vapes and Pre-Rolls are the product categories that make up 70% of revenue figures
- Marijuana Sales are averaging over \$3M per day and last week over \$30.5M of marijuana was sold in Massachusetts

Massachusetts Cannabis Industry has had \$2.87B in sales since 2018

Cannabis Industry in Massachusetts

It is expected over 700,000 customers potentially interested in using of a recreational cannabis

- In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. First retail cannabis business was opened in Massachusetts in November 2018.
- From January 1, 2020 to December 31, 2020, Marijuana Establishments generated \$1.2 billion in gross sales despite two months of closures.
- It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a \$2.3 billion industry in 2021.



The background of the slide is a close-up photograph of cannabis leaves. The leaves are a vibrant green color with a serrated, palmate shape. They are arranged in a dense, overlapping pattern, filling the entire frame. The lighting is soft, highlighting the texture of the leaf surfaces.

Business Operations

Company Operations

- Bred Genetics will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products; conduct a monthly inventory of stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and ensure it is documented in their electronic plant management system.
- Bred Genetics will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.
- No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- Bred Genetics will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000
- Bred Genetics will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110



Company Operations

- All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.
- Bred Genetics will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.
- Bred Genetics LLC and Bred Genetics agents will comply with all local rules, regulations, ordinances, and bylaws

Insurance Plan

Bred Genetics LLC (“Bred Genetics”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10). Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “Liability Insurance Escrow Account”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure. The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000. This policy may also be referred to by the Company as the “Liability Insurance Policy”.



Bred Genetics Security Plan

- Bred Genetics has contracted SETRONICS as their professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.
- Our proposed state-of-the-art security system will consist of perimeter alarms, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised

Bred Genetics Security Plan

- Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the 'barn', 'milk house' and sugar house where marijuana is grown, processed and stored and all of the surrounding areas will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.
- Bred Genetics registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.
- All agents and visitors will be required to visibly display an ID badge and Bred Genetics will maintain a current list of individuals with access. Bred Genetics will have vendors complete an intake survey, to capture demographic information of all vendors and maintain records for internal use. We will have security personnel on-site during business hours.
- On-site consumption of marijuana by Bred Genetics employees and visitors will be prohibited.

Regulation & Compliance

1. Bred Genetics is a Massachusetts Corporation and will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance.
2. Bred Genetics will apply for all state and local permits and approvals required to build out and operate the facility.
3. Bred Genetics will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Location

270 Greenfield Road

1. Buffer Zone

- I. Not located within 500ft of a public or private school
- II. Not located within 0.5 miles of another proposed cannabis establishment



At the Farm there are existing structures which will house different parts of our operations.

The “Barn” will be retrofitted to accommodate

- 16,000 sq ft indoor cultivation
- Curing room
- Trim room
- Manufacturing Facility
- Warehousing room for co-located Delivery Operator Partners

The “Sugar House” will house our admin offices and vault.

About 4 acres of fenced land behind the “Barn” will be used for outdoor cultivation.

Product Plan

Bred Genetics will utilize METRC as it's tracking system in compliance with Massachusetts regulations.

Indoor and Outdoor Premium Flower

Bred Genetics is uniquely positioned to produce high quality indoor and outdoor flower at very efficient costs giving us a strategic operational and competitive advantage. The farm in Colrain, MA allows us to maximize its canopy size to 100,000 square feet. Bred Genetics will begin to grow indoor flower Summer 2022 and will be harvesting up to 3,000 pounds of flower by November 2022. We will also begin to grow outdoor flower in Spring 2023 and will be harvesting up to 20,000 pounds by Fall 2023. This will allow us to produce distillate and boost our sales of premium flower and other infused products.

Concentrates and Extracts

Bred Genetics has invested in a state of the art CO2 extraction & distillery laboratory so that we can fulfill the demand for cannabis products like oral sprays, creams, transdermal patches and other concentrates.

Edibles and Other Products

We will be utilizing our existing “sugar house” and updating to a state of the art kitchen so that extracts can be made into various edible products. Gummies, chews, mints, cookies and various other delectables will be produced in our state-approved cannabis kitchen. We will be also creating wellness products, such as bath bombs, infused teas, and topicals.



Product Plan

Products and Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Bred Genetics will offer a wide range of products that will allow us to serve customers with a wide variety of needs.

Products we intend to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages
12. Suppositories

Bred Genetics pricing structure will vary based on market conditions. Bred Genetics plans to provide products of superior quality and will price accordingly.



Marketing Plan

Business Growth

Bred Genetics' plan to grow the company includes a robust marketing plan that includes

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer experience; and
4. A product line that is exclusive to our brand and delivered by a staff made of consummate professionals.

Bred Genetics will reach customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and Tik Tok and
5. Opt-in direct communications. Bred Genetics will provide a catalogue and a printed list of the prices and strains of marijuana available to our nosiness partners and will post the same catalogue and list on its website



Marketing Plan

Communication

Bred Genetics will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.

Any such marketing, advertising, and branding created for viewing by the public will include the statement:

“Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will 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.

All marketing, advertising, and branding produced by or on behalf of Bred Genetics will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi):

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

Bred Genetics will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Bred Genetics will market its products and services to reach a wide range of qualified consumers.



Marketing Plan

Sales

Bred Genetics will sell its products and services by engaging customers with knowledgeable personnel and creating brand recognition through superior innovative products and extensive market research on customer's needs.

Bred Genetics will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS."

Bred Genetics will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol



Logo

Bred Genetics will be doing business as “Flower Xpress” and has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. An image of the logo can be found below:



Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(8)(b), Bred Genetics LLC dba “Flower Xpress” (“Bred Genetics”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Bred Genetics agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2). In the event Bred Genetics discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Bred Genetics will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1). Pursuant to 935 CMR 500.105(4), Bred Genetics will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21.

Plan for Restricting Access to Age 21 and Older

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

Employment Plan

- In accordance with our Record Keeping Procedures, Bred Genetics will have a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Bred Genetics agents are required to complete training as detailed in Bred Genetics Qualifications and Training plan which includes but is not limited to Bred Genetics job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained by Bred Genetics and a comprehensive discussion regarding Bred Genetics policy for immediate dismissal.
- All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d). Bred Genetics will have a policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Bred Genetics operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Employment Plan Summary

Hiring Plan

1. 50% Town of Colrain Residents
2. 51% BIPOC
3. 51% Women
4. Over 30 new jobs created

Salary and Wages

1. Starting hourly wage of **above minimum wage** per hour
2. “Percentage of profit-based” bonus programs for all employees

Comprehensive Benefits Package that Includes:

1. Medical, dental, and retirement
2. Monthly subsidized T pass and Blue Bike memberships
3. Health and wellness incentives

Non-Discriminatory Hiring Process

1. Use transitional programs/ re-entry programs for recruitment of staff

Other Employee Programs

1. Paid Time Off for volunteer opportunities within the Colrain community
2. Support with Emergency Childcare

Full Time Director of DEI and Community Outreach

Financial Projections

1. Bred Genetics will Break Even by Q2 2024
2. Expected Revenue \$500K+ dependent on regulatory environment.

Closing Remarks

Bred Genetics is planning a high technology, indoor grow environment, paired with a light, sustainable, low-impact outdoor grow. The property was once a dairy farm and sits across from an apple orchard. We will utilize on site resources, and natural pesticide free growing methodologies to ensure we have minimal impact in the surrounding environment. As homage to the dairy farm, we are retrofitting the existing barn and milk house and maintaining with the architectural character of the community.

We look forward to working with the Community.



Diversity Plan and Positive Impact Plan

Diversity and Inclusion Plan

Bred Genetics is committed to a diverse and culturally competent workplace. In addition to hiring a diverse and culturally competent team of individuals, the organization will work to ensure an accessible and safe work environment for all. In accordance with the Guidance on Required Positive Impact Plans and Diversity Plans, Bred Genetics LLC affirmatively states as follows: (1) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

100 % Minority Owned

Create a JDEI Committee of employees and company leadership to oversee all JDEI goals, programs and report progress

Comprehensive recruitment and hiring with a focus on Mattapan residents and candidates with previous marijuana convictions

Accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation. Including gender neutral bathrooms.

Cultivate diversity among suppliers, vendors, and service providers

Bred Genetics dba Flower Xpress

Overview of Diversity Plan Goals

1. **Goal 1-** Establish a diverse ownership and leadership team that exceeds 50% Disenfranchised Population make-up and 51% equity ownership
2. **Goal 2-** Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Disenfranchised Populations represent over 30% of all employees
3. **Goal 3-** Create a JDEI Committee to oversee all Bred Genetics JDEI goals, programs, and progress and report on regular basis
4. **Goal 4-** Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship.
5. **Goal 5-** Cultivate diversity among suppliers, vendors, and service providers



Bred Genetics dba Flower Xpress

1. Goal 1- Establish a diverse ownership and leadership team that exceeds 50% Disenfranchised Population make-up and 51% equity ownership

Goals	Plan	Measurements
<p>Establish a diverse ownership and leadership team that exceeds 50% Disenfranchised Population make-up and 51% equity ownership.</p> <p>The Bred Genetics team is currently made up of 100 % people from traditionally disenfranchised populations. Leadership Team includes the following designations:</p> <ul style="list-style-type: none"> - Women - Minority - LGBTQI+ 	<p>1. Ensure leadership recruitment remains focused on diversity and inclusion.</p>	<p>1. Document and Track Leadership team demographics.</p>

Bred Genetics dba Flower Xpress

Goal 2- Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Disenfranchised Populations represent over 50% of all employees

Goals	Plan	Measurements
Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Disenfranchised Populations represent over 50% of all employees	<p>Host multiple job fairs on site, advertise in local newspapers, locally and on social media.</p> <p>Partner with BIPOC (Black, Indigenous, People of Color) organizations to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.</p> <p>Partner with organizations serving people with disabilities to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.</p> <p>Partner with LGBTQAI+ organizations to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.</p> <p>Bred Genetics has the following specific goals for hiring staff:</p> <ul style="list-style-type: none"> 50% Town of Colrain residents 51% BIPOC 51% Women 50 % from ADI 	<p>In order to ensure transparency and accountability, Bred Genetics will create a JDEI Committee to regularly report out to the larger community our progress in meeting our JDEI goals. All hiring data will be captured in an appropriate system and used to provide reports and analytics on applicants, interviews, hired staff, transitioned staff, and retention activity data. Bred Genetics will report on a quarterly basis and will work with the local community, city, and state to share this information. Bred Genetics will collect and report the following:</p> <ul style="list-style-type: none"> All new applicant demographic information All new hire staff demographic information All terminated/transitioned staff demographic information Retention activity statistics

Bred Genetics dba Flower Xpress

1. Goal 3- Create a JDEI Committee to oversee all Bred Genetics JDEI goals, programs, and progress and report on regular basis

Goals	Plan	Measurements
Create a JDEI Committee to oversee all Bred Genetics JDEI goals, programs, and progress and report on regular basis	<p>Bred Genetics will create a JDEI Committee made up 5-8 staff, leadership, and vendor representatives to oversee JDEI activities and JDEI goal progress including:</p> <ul style="list-style-type: none"> Review and reporting of Bred Genetics JDEI goals as listed in this document Staff hiring and retention data and demographics Annual Staff JDEI Survey to capture qualitative information from staff Regular reporting of goals to entire company, local community, and to the city and state Will serve as body to review and handle any grievances filed 	<p>The JDEI Committee will have quarterly meetings to discuss progress on their stated priorities and metric/data review.</p> <p>They will create and execute “retention surveys” to evaluate employee satisfaction and job satisfaction.</p> <p>JDEI Committee will document all grievances filed and resolution of those grievances and report to the leadership team quarterly.</p>

Bred Genetics dba Flower Xpress

Goal 4- Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship

Goals	Plan	Measurements
<p>Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship.</p> <p>We will remain compliant with Massachusetts Employment Laws and in accordance with our internal Record keeping Procedures.</p>	<p>All leadership staff will complete cultural competence training before recruiting and hiring staff members</p> <p>All job descriptions at Bred Genetics are gender neutral</p> <p>Will develop grievance policy and confidential system for raising concerns, will be reviewed and handled by JDEI Committee</p> <p>All bathrooms will be gender neutral</p> <p>At least one bathroom will be handicap-accessible</p> <p>Facility will be handicap-accessible throughout, including entrances.</p> <p>Parking lot will include at least 1 handicap-accessible parking space</p>	<p>The JDEI Committee will have quarterly meetings to discuss progress on their stated priorities and metric/data review.</p> <p>Bred Genetics will ensure a culture of inclusion for all employees with activities and opportunities for learning and sharing different viewpoints.</p>

Bred Genetics dba Flower Xpress

Goal 5- Cultivate diversity among suppliers, vendors, and service providers

Goals	Plan	Measurements
Cultivate diversity among suppliers, vendors, and service providers	Develop comprehensive vendor selection process including a vendor diversity scorecard Network with local, BIPOC, women, people with disabilities, and LGBTQIA+ business associations to identify diverse vendors, suppliers, and service providers.	<p>All vendors will need to complete a 'vendor intake survey' that includes demographics information about their business ownership and structure.</p> <p>The JDEI Committee will be charged with maintenance and review of this vendor data and will report to the leadership team quarterly.</p>

Diversity and Inclusion Plan Measurements

JDEI is core to Bred Genetics purpose and is a critical priority for the company. We will have a dedicated full time Director of DEI and Community Outreach to ensure we stay on top of our stated goals.

To ensure transparency and accountability, we will create a JDEI Committee to regularly report out to the larger community our progress in meeting our JDEI goals. JDEI Committee made up 5-8 staff, leadership, and vendor representatives to oversee JDEI activities and Bred Genetics' JDEI goal progress including:

- Review and reporting of our JDEI goals as listed in this document
- Staff hiring and retention data and demographics
- Annual staff JDEI survey to capture qualitative information from staff
- Regular reporting of goals to entire company, local community, and to the city and state
- Will serve as body to review and handle any grievances filed

Diversity and Inclusion Plan Measurements

All hiring data will be captured in an appropriate system and used to provide reports and analytics on applicants, interviews, hired staff, transitioned staff, and retention activity data. Bred Genetics will report on a quarterly basis and will work with the local community, city, and state to share this information.

Specifically, Bred Genetics will collect and report the following:

- All new applicant demographic information
- All new hire staff demographic information
- All terminated/transitioned staff demographic information
- Retention activity statistics

Bred Genetics dba Flower Xpress

Areas of Disproportionate Impact Positive Impact Plan

Flower Xpress understands that as a new business in the Town of Colrain, it needs to demonstrate a commitment to the community and provide mitigation for impact. Flower Xpress prides itself not only on being a great neighbor, but as an invested and engaged community partner. The company is built on the values of equity and justice, and these ideals will always be core to the management and operations of the business. Flower Xpress strongly believes in a comprehensive and holistic community engagement plan, including philanthropic commitments to the local community and Town overall. A business such as Flower Xpress cannot succeed without the support and engagement of the local community.

The Cannabis Control Commission (Commission) requires companies to submit a plan to positively impact people disproportionately harmed by cannabis prohibition. Our plan will address our positive community impact in addition to our plan to impact the following groups as defined by the CCC that have been disproportionately harmed by cannabis prohibition.



Bred Genetics dba Flower Xpress

Overview of Positive Impact Plan Goals

- 1. Goal 1-** Establish a mentorship program and seek out Commission Approved Social Equity Program participants and residents of neighboring Greenfield, MA (an area designated by the CCC as Disproportionately Impacted by the war on drugs) to partner with to help them achieve business ownership in or ancillary to the cannabis industry.
- 2. Goal 2-** Develop a comprehensive public education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials; this program will be tailored and focused to serve MA residents with past drug convictions and/or MA residents with parents who have drug convictions.
- 3. Goal 3-** Ensure the business remains environmentally friendly and fits aesthetically with the rest of the community.



Bred Genetics dba Flower Xpress

- Goal 1- Establish a mentorship program and seek out Commission Approved Social Equity Program participants and residents of neighboring Greenfield, MA (an area designated by the CCC as Disproportionately Impacted by the war on drugs) to partner with to help them achieve business ownership in or ancillary to the cannabis industry.**

Goals	Program	Measurements
Establish a mentorship program and seek out Commission Approved Social Equity Program participants and residents of neighboring Greenfield, MA (an area designated by the CCC as Disproportionately Impacted by the war on drugs) to partner with to help them achieve business ownership in or ancillary to the cannabis industry.	1. Flower Xpress will post quarterly advertisements in the local newspaper, the Greenfield Reporter, stating that we are looking for Greenfield residents and/or SEP participants that would like to enter the cannabis program for mentorship opportunities.	1. Flower Xpress will keep track of all mentees that are SEP participants as well as Greenfield, MA residents and will track their progress towards achieving their goals in the cannabis industry.

Bred Genetics dba Flower Xpress

Goal 2- Develop a comprehensive public education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials; this program will be tailored and focused to serve MA residents with past drug convictions and/or MA residents with parents who have drug convictions.

Goals	Programs	Measurements
<p>Develop a comprehensive education program on various aspects of cannabis and the industry including workshops, webinars, online courses, and printed materials.</p> <p>Flower Xpress will offer at least one 1-hour free education program each quarter.</p>	<ol style="list-style-type: none"> 1. Flower Xpress will provide interactive educational content to the public regarding cannabis on a quarterly basis (at least 1 hour program per quarter), ranging from the basics of cannabis use for a new consumer, to how to successfully launch your own cannabis business. 2. Informational workshops will be well-advertised in the local newspaper, The Greenfield Recorder and offered at no cost. (Minimum goal of 4 hours of live educational programs per year, at least 50% will take place in areas of disproportionate impact and targeting ADI such as Greenfield, MA, with minimum goal of 15 attendees per event) 3. Taking a public health approach, Flower Xpress will work with subject matter experts (SMEs) to develop an informative and easy to understand library of cannabis resources. 4. All educational content and resources will be available on the Flower Xpress website. 	<ol style="list-style-type: none"> 1. Communication of educational offering will be well advertised in the local newspaper, the Greenfield Recorder and surrounding ADI's. Programming will be offered both in-person and remote. 2. Attendance will be taken at each event, participants will not be identified by name, but rather by demographic information to ensure access and impact are being quantified. Goal of a minimum of 15 participants per session. 3. All content will be available on the Flower Xpress website for referencing. 4. Reporting of Education Program reach, impact and demographics will be shared with the Select Board annually.

Bred Genetics dba Flower Xpress

Goal 3- Ensure the business remains environmentally friendly and fits aesthetically with the rest of the community.

Goals	Programs	Measurements
Ensure the business remains environmentally friendly and fits aesthetically with the rest of the area.	Understanding the need for protecting natural resources, Flower Xpress is committed to maintaining a minimal carbon footprint and will work with appropriate agencies and planning board to be as “green” and environmentally sustainable as possible.	<p>Community feedback request will be made throughout the project.</p> <p>On Flower Xpress Website, we will have a community feedback section that will be well promoted to keep the community engaged and ensure the community voices are heard.</p>

Bred Genetics dba Flower Xpress

Other Measurements

Having a comprehensive community engagement plan is a critical priority for Flower Xpress.

To ensure transparency and accountability, we will have quarterly written reports available to the community on our website and in print (when requested) for the larger community about our programs and their progress in meeting community impact goals.

All program and event data will be captured in an appropriate system and used to provide reports and analytics on program activity data, philanthropic contributions, and overall community on an annual basis.

The following information will be included in our report.

- Overall impact of Flower Xpress Positive Impact Plan.
- Number of supported partner events in the local community and Greenfield, MA
- Number of Volunteer hours (by Flower Xpress employees, at local events or with organizations in ADI Greenfield, MA)
- Attendance information (demographics data only) for educational events
 - Attendee evaluation/feedback from events will also be shared



Bred Genetics dba Flower Xpress

Compliance Statement

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities have accepted (or will accept) donations from the Company; (2) acknowledges and is aware of, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.





Thank You

Plan for Obtaining Liability Insurance

Bred Genetics LLC (“Bred Genetics”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10). Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “Liability Insurance Escrow Account”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure. The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000. This policy may also be referred to by the Company as the “Liability Insurance Policy”.

Qualifications and Training

Flower Xpress (“company”) will ensure that all employees hired to work at a company facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Flower Xpress anticipated positions and their qualifications. 935 CMR 500.105

Note: All Flower Xpress positions will require basic reading and writing skills. On job Training will be offered to all employees, including support in obtaining GED/High School Diploma.

- Warehouse Manager
- Inventory Manager
- Business Development Manager
- Driver

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of the company’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of the company’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission Marijuana Establishment. Agents shall first take the Basic Core Curriculum. 935 CMR 500.105(2) After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. 935 CMR 500.105(2)

In addition to the Basic Core Curriculum, all Marijuana Establishment Agents acting as delivery employees of a Delivery Licensee, or a Marijuana Establishment with a Delivery Endorsement shall have attended and successfully completed Delivery Core Curriculum 935 CMR 500.105(2)

Once the company is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

The company will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. The company’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, the company’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including:
 - a. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - d. Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.





Energy Compliance Plan

Flower Xpress (“company”) energy usage will be derived primarily from vehicles instead of buildings. The company is currently exploring utilizing vehicles that use alternative fuels, to help to reduce carbon emissions and increase the company’s energy security. Flower Xpress will regularly evaluate alternative fuel vehicle options. In addition to seeking energy efficient vehicles as described above, the company will demonstrate consideration of the following factors as they relate to the business location:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The company will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested will provide energy and water usage reporting to the Commission in a form determined by the Commission. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).

The company will regularly check for such guidelines and continue to follow the Commission’s standards.

Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the company.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If the company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500
 - Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

License Renewal Records

The company shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

Recordkeeping Procedures

Overview

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

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

Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the company

Personnel Records

At a minimum, Personnel Records will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with the company and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).

Handling and Testing of Marijuana Records

The company will maintain the results of all testing for a minimum of one (1) year.

Inventory Records

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).

Seed-to-Sale Tracking Records

The company will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

Incident Reporting Records

Within ten (10) calendar days, the company will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by the company for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within the company's jurisdiction on request.

Visitor Records

A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

When marijuana or marijuana products are disposed of, the company will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two company agents present during the disposal or other handling, with their signatures.

The company will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

Recordings shall not be destroyed or altered and shall be retained as long as necessary if the company is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

Transportation Records

The company will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

Vehicle Records (as applicable)

Records that any and all of the company's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

Agent Training Records

Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Responsible Vendor Training

The company shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

Closure

In the event the company closes, all records will be kept for at least two (2) years at the company's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, the company will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

Written Operating Policies and Procedures

Policies and Procedures related to the company's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the company's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any company agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to company operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of the company, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the company's website.
- Policies and procedures for the handling of cash on the company's premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

License Renewal Records

The company shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

Personnel Policies Including Background Checks

Overview

Bred Genetics LLC (“company”) will securely maintain personnel records, including registration status and background check records. The company will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with the company and will include, at a minimum, the following:

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

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

After Hours Contacts

Drudys (Dru) Ledbetter	dru@flowerxpressboston.com	617-777-4492
Huggens Lafond	hugz@flowerxpressboston.com	617-505-0603

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Sunday thru Saturday- 24 hours per day

Agent Background Checks

In addition to completing the Commission's agent registration process, all agents hired to work for the company will undergo a detailed background investigation prior to being granted access to a company facility or beginning work duties.

Background checks will be conducted on all agents in their capacity as employees or volunteers for the company pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, the company will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, The company will:

- a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, the company will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and

experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

x. Any other relevant information, including information submitted by the subject.

c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS

All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

References provided by the agent will be verified at the time of hire.

As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by the company or the Commission.

Personnel Policies and Training

As outlined in the company's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All company agents are required to complete training as detailed in company's Qualifications and Training plan which includes but is not limited to the company's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

The company will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to company operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



Quality Control and Testing

Quality Control

Bred Genetics LLC (“company”) will comply with the following sanitary requirements:

1. Any company agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any company agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The company’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The company’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. The company will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. The company’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The company’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. The company’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
 - a. The company will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
9. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. The company acknowledges and understands that the Commission may require it to demonstrate the intended and actual use of any toxic items found on the company premises;
10. The company will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the company’s needs;

11. The company's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;

12. The company will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

13. The company will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and

14. The company will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

In the event the company owns or leases a vehicle for the purposes of transporting marijuana, vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

The company will ensure that its facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

Testing

The company will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Any Independent Testing Laboratory relied upon by the company for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101:

Application Requirements, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii)

independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: Adult Use of Marijuana; 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Marijuana and marijuana products sold by the company will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. The company acknowledges and understands that the Commission may require additional testing.

The company will maintain testing results in compliance with 935 CMR 500.000 et seq and the record keeping policies described herein and will maintain the results of all testing for no less than one year. The company acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Restricting Access to Individuals 21 or Older

Bred Genetics dba Flower Xpress (“company”) will ensure that no individual under the age of 21 has access to marijuana, we will comply with the following:

- All employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030.*
- All visitors must be 21 years of age or older. *935 CMR 500.002*
- All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*

Diversity Plans

Diversity Statement

Bred Genetics dba Flower Xpress (“company”) is a cannabis company founded by a minority team of entrepreneurs from Massachusetts. The company is an Equal Opportunity Employer (EOE) and Justice, Diversity, Equity, and Inclusion (JDEI) are core to our mission. It is our goal to be a diverse cannabis organization at all levels, from investors to sales to vendors. The company highly values all diversity, a critical component of a successful organization. The company is committed to creating a diverse workforce that does not discriminate based on race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background, or citizenship.

In addition to hiring a diverse and culturally competent team of individuals, the organization will work to ensure an accessible and safe work environment for all. In accordance with the Guidance on Required Diversity Plans, the company affirmatively states as follows: (1) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) Any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Diversity Goals

1. **Goal 1-** *Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Minorities, Women, Veterans, People with disabilities, and LGBTQ+ Populations represent over 50% of all employees*
2. **Goal 2-** *Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship.*

Goal 1: Create and execute a comprehensive recruitment, hiring, and retention plan that ensures individuals from Minorities, Women, Veterans, People with disabilities, and LGBTQ+ Populations represent over 50% of all employees

- Host at least 1 job fair on site, advertise in local newspapers quarterly (The Greenfield Recorder), locally and on social media.
- Partner with local organizations in Greenfield MA, such as Franklin community Action and New England Learning Center for Women in Transition to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.
- Partner with United Arc Franklin Organization and the Greenfield Disability Foundation for individuals disabilities to advertise opportunities to job seeking adults interested in the cannabis industry, obtain referrals, and host job fairs.
- The company has the following specific goals for hiring staff:

Commented [WU1]: Does this need to be a goal?

- 20%- Minorities; particularly Black, African American, Hispanic, Latinx, and Indigenous people
- 50%- Women;
- 20%- Veterans;
- 20%- People with disabilities; and
- 20%- LGBTQ+
- Retention activities include advancement opportunities, non-discriminatory performance appraisals, mentoring and coaching opportunities, required JDEI trainings, and monetary incentives for specific activities.
- Benefits for staff include a starting hourly wage above State minimum wage per hour, full benefits including medical, dental, and retirement, monthly T pass, unlimited paid time off, tuition scholarships, health and wellness incentives, and more

Commented [WU2]: Are there investment opportunities yet to include here?

Goal 2: Create an accessible and safe workplace for all staff regardless of race, ethnicity, religion, gender, gender identity, sexual orientation, national origin, age, ability (or perceived disability), pregnancy, genetic information, military or veteran status, ancestry, marital or familial status, socioeconomic status, criminal background or citizenship. All job descriptions at the company are gender neutral. All below named measurements will have a 100% compliance requirement that will be reported annually.

- Will develop grievance policy and confidential system for raising concerns, will be reviewed and handled by JDEI Committee
- All bathrooms will be gender neutral
- At least one bathroom will be handicap-accessible
- Facility will be handicap-accessible throughout for both staff and customers, including entrances.
- Parking lot will include at least 1 handicap-accessible parking space
- Secure bike racks will be available outside of the facility for those using alternative transportation
- Tracking of all the abovenamed metrics will be reported to the company on an annual basis

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Measurements

As previously stated, JDEI is core to the company's purpose and is a critical priority for the company.

Provide a report indicating how many job postings were listed and how many were in compliance with the gender neutrality, with a goal of 100%. Also share compliance with all metrics listed in Goal #2.

All hiring data will be captured in an appropriate system and used to provide reports and analytics on applicants, interviews, hired staff, transitioned staff, and retention activity data. The company will report on a quarterly basis and will work with the local community, city, and state to share this information. Specifically, the company will collect and report the following:

- All new applicant demographic information
- Leadership Team demographic information
- All new hire staff demographic information

- All terminated/transitioned staff demographic information
- Retention activity statistics

Acknowledgements

a. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and

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