



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1258
Original Issued Date: 01/20/2022
Issued Date: 01/20/2022
Expiration Date: 01/20/2023

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: DB Delivery MA, LLC

Phone Number: 888-836-6243 Email Address: Ericca@TryDoobie.com

Business Address 1: 6 Liberty Square Business Address 2: #2288

Business City: Boston Business State: MA Business Zip Code: 02109

Mailing Address 1: 6 Liberty Square Mailing Address 2: #2288

Mailing City: Boston Mailing State: MA Mailing Zip Code: 02109

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: EE202017

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS License 1

Additional Social Equity or Economic Empowerment License Numbers: EE202359

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control:
51

Role: Owner / Partner

Other Role:

First Name: Ericca

Middle Name:

Last Name:

Suffix:

Kennedy

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Cape Verdean

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Joseph

Middle Name:

Last Name: Rubin Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 49

Percentage of Ownership: 49

Entity Legal Name: DB Delivery LLC

Entity DBA:

DBA City:

Entity Description: Holding Entity for Business

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Holding entity for Doobie parent company.

Entity with Direct or Indirect Authority 2

Percentage of Control: 51

Percentage of Ownership: 51

Entity Legal Name: Whisk & JANE, LLC

Entity DBA:

DBA City:

Entity Description: EE Applicants Entity

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Whisk & JANE, LLC is an entity owned by EEA license holder Ericca Kennedy.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joseph

Last Name: Rubin

Suffix:

Types of Capital: Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$84190.96

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Delivery Operator Licensee: Business Interest of an Owner

Owner First Name:

Owner Last Name: Rubin

Owner Suffix:

Joseph

Entity State Business Identification Number: 201806510437

Entity Legal Name: Coachella Lighthouse, LLC

Entity DBA: The Coachella Lighthouse

Entity Description: Retail Cannabis Dispensary

Entity Phone: 442-256-3627	Entity Email: Jrubin@rubincapitalgroup.com	Entity Website: www.lighthousedispensary.com	
Entity Address 1: 84160 Avenue 48		Entity Address 2:	
Entity City: Coachella	Entity State: CA	Entity Zip Code: 92236	Entity Country: United States of America
Entity Mailing Address 1: 1801 S La Cienega Blvd		Entity Mailing Address 2: Suite 301	
Entity Mailing City: Los Angeles	Entity Mailing State: CA	Entity Mailing Zip Code: 90035	Entity Mailing Country: United States of America

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Delivery Operator Licensee: Business Interest of an Owner

Owner First Name: Joseph	Owner Last Name: Rubin	Owner Suffix:
Entity State Business Identification Number: 201833710097		
Entity Legal Name: Palm Springs Lighthouse, LLC		Entity DBA: Palm Springs Lighthouse
Entity Description: Retail Cannabis Dispensary		
Entity Phone: 760-320-4420	Entity Email: Jrubin@rubincapitalgroup.com	Entity Website: www.lighthousedispensary.com
Entity Address 1: 395 N Palm Canyon Dr		Entity Address 2:
Entity City: Palm Springs	Entity State: CA	Entity Zip Code: 92262 Entity Country: United States of America
Entity Mailing Address 1: 1801 S La Cienega Blvd		Entity Mailing Address 2: Suite 301
Entity Mailing City: Los Angeles	Entity Mailing State: CA	Entity Mailing Zip Code: 90035 Entity Mailing Country: United States of America

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 4 Recovery Road	Establishment Address 2:
Establishment City: Wareham	Establishment Zip Code: 02571
Approximate square footage of the establishment: 2800	How many abutters does this property have?: 9
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Doobie - Local Compliance Plan .pdf	pdf	60edc6c184f3fe0296c42851	07/13/2021
Certification of Host Community Agreement	Wareham - CCC HCA Authroization .pdf	pdf	60edc6d9da52e3026d46286b	07/13/2021
Certification of Host Community Agreement	Community Outreach Meeting - Wareham .pdf	pdf	60edc75f504b25036f757647	07/13/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CCC positive impact plan (Doobie Wareham).pdf	pdf	6169e478ec8df668510605e1	10/15/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner	Other Role:	
Entity Legal Name: Whisk & JANE, LLC	Entity DBA:	Federal Tax Identification Number EIN/TIN: 83-1827299
Entity Description: EE Applicants Entity		
Phone: 774-628-8979	Email: WhiskandJane@gmail.com	
Primary Business Address 1: 134 Sandwich Road	Primary Business Address 2:	
Primary Business City: Wareham	Primary Business State: MA	Principal Business Zip Code: 02571
Additional Information: Primary Mailing Address: Whisk & JANE, LLC, PO Box 757, Wareham, MA 02571		

Entity Background Check Information 2

Role: Partner	Other Role:	
Entity Legal Name: DB Delivers LLC	Entity DBA:	Federal Tax Identification Number EIN/TIN: 85-2122203
Entity Description: Holding entity		
Phone: 310-740-0132	Email: jrubin@rubincapitalgroup.com	
Primary Business Address 1: 1801 S La Cienega Blvd	Primary Business Address 2:	
Primary Business City: Los Angeles	Primary Business State: CA	Principal Business Zip Code: 90035
Additional Information:		

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of	DB Delivery MA, LLC - Good	pdf	60edc7dafb983a0274aae029	07/13/2021

Good Standing	Standing Certificate.pdf			
Department of Unemployment Assistance - Certificate of Good standing	Letter of Attestation (Dept of Unemployment).pdf	pdf	60edc7ed308c7a02a1fff94d	07/13/2021
Department of Revenue - Certificate of Good standing	MA DOR COGS.pdf	pdf	6155f06792505868ec6674e5	09/30/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization .pdf	pdf	6156397b2831f56830cd5830	09/30/2021
Secretary of Commonwealth - Certificate of Good Standing	DB Delivery MA, LLC - Good Standing Certificate.pdf	pdf	615639bcec8df6685105b0eb	09/30/2021
Department of Revenue - Certificate of Good standing	MA DOR COGS copy.pdf	pdf	615639c7d7af77684609111d	09/30/2021
Bylaws	DB Delivery MA, LLC - OA .pdf	pdf	61563b55269fa76914229d9b	09/30/2021

Massachusetts Business Identification Number: 001442974

Doing-Business-As Name: Doobie

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	DB Delivery MA, LLC - Insurance Plan (CCC).pdf	pdf	60b02627384f2636315c4c3f	05/27/2021
Business Plan	Business Plan (Wareham).pdf	pdf	6169e505ff5a8a691f85b95c	10/15/2021
Proposed Timeline	Doobie Establishment Timeline (CCC).pdf	pdf	6169e5104c206f685c09eafb	10/15/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Doobie Section 2 - Diversion Prevention copy.pdf	pdf	60b026bf70eb6e3601abd287	05/27/2021
Storage of marijuana	Doobie Section 3 - Storage Plan copy.pdf	pdf	60b026cb5f6249360c04f4e3	05/27/2021
Quality control and testing procedures	Doobie Section 6 - Quality Control and Testing Plan copy.pdf	pdf	60b026febcbcb5a361790f048	05/27/2021
Dispensing procedures	Doobie Section 8 - Dispensing Procedures Plan copy.pdf	pdf	60b0271a1c4d833622ce7b33	05/27/2021
Record-keeping procedures	Doobie Section 9- Record Keeping Procedures Plan copy.pdf	pdf	60b02729b8d64936265567e8	05/27/2021
Maintenance of financial records	Doobie Section 10 - Maintenance of Financial Records	pdf	60b0273fbcbcb5a361790f04e	05/27/2021

	Plan copy.pdf			
Energy Compliance Plan	Doobie Section 12- Energy Compliance Plan copy.pdf	pdf	60b0275c1c4d833622ce7b39	05/27/2021
Inventory procedures	Doobie Section 5 - Inventory Plan copy.pdf	pdf	60b0f76631b11b361021f448	05/28/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Doobie - Delivery Procedures (935 CMR 500.145 & 146).pdf	pdf	60b0f8411c4d833622ce7ccf	05/28/2021
A plan to obtain marijuana and marijuana products	Doobie - Plan to Obtain Marijuana & Marijuana Products.pdf	pdf	60b0f850e03d9635ef5bd2d9	05/28/2021
A detailed plan for White Labeling	Doobie - White Labeling.pdf	pdf	60b0f85fbc5a361790f1dd	05/28/2021
Security plan	Doobie Section 1- Security Plan copy.pdf	pdf	60c282ea1853542108e1b672	06/10/2021
Transportation of marijuana	Doobie Section 4 - Transportation Plan copy.pdf	pdf	60c282f790c3fd217108ebd5	06/10/2021
Personnel policies	Doobie Section 7 - Personnel Policies Plan copy.pdf	pdf	60c283071ebf4e214ab9fdd0	06/10/2021
Diversity plan	CCC diversity plan (Doobie Wareham).pdf	pdf	6169e5324c206f685c09eaff	10/15/2021
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	Doobie Section 11 - Qualifications and Intended Training for Agents copy.pdf	pdf	6169e63e3d1a3f6867ed5b6b	10/15/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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.:

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

Record 1

Owner First Name:	Owner Last Name:	Owner Suffix:	
Provider Legal Name: Dutchie	Provider DBA:		
Provider Description: Dutchie Ecommerce			
Provider Phone: 800-771-1984	Provider Email: info@dutchie.com	Provider Website: www.dutchie.com	
Provider Address 1: 2728 NW Potts Ct.		Provider Address 2: Suite 100	
Provider City: Bend	Provider State: OR	Provider Zip Code: 97703	Provider Country: United States
Provider Mailing Address 1: 2728 NW Potts Ct		Provider Mailing Address 2: Suite 100	
Provider Mailing City: Bend	Provider Mailing State: OR	Provider Mailing Zip Code: 97703	Provider Mailing Country: United States

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Third-Party Technology Platform Provider (Doobie).pdf	pdf	6182c1f07f037d37d69b9adf	11/03/2021



Local Compliance Plan
pertaining to a Marijuana
Delivery Operator

Section 16.1 - Maintaining Local Codes, Ordinances and By-laws

DB Delivery MA, LLC will operate in accordance with 935 CMR 500.101 (a) (10) shall provide a description of plans to ensure compliance with Local codes, ordinances, and by-laws for the DB Delivery MA, LLC HDH - these plans shall include, but not be limited to, the identification of all Local licensing requirements for a marijuana establishment.

Under Article 16 Definitions of the Town of Wareham Zoning By-Laws and in accordance with 935 CMR 500, DB Delivery MA, LLC is defined as a Marijuana Delivery Operator, and is seeking Local and State approvals as a marijuana establishment.

In accordance with the Town of Wareham's 2019 Zoning By-Law, as stated on page 10 (of the Principal-Use-Zoning-Chart), Marijuana Establishments are permitted in the Town of Wareham, in the Industrial (IND) Zone, as stated in Article 3. sec. 392 of the Wareham Zoning by-law, - with the granting of a Special Permit (SPZ) by the Town of Wareham Board of Appeals. Prior to commencing operations Doobie shall seek SPZ approval from the Town of Wareham's SPZ granting authority (Wareham Board of Appeals) for the IND zone.

To remain in further harmony with Local codes, ordinances, and by-laws DB Delivery MA, LLC shall adhere for the following sections of the Town of Wareham Zoning By-laws:

- Article 3 Marijuana Facilities sec. 395 DB Delivery MA, LLC shall adhere to State regulations and license requirements regarding buffers, access and security;
- Article 3 Marijuana Facilities sec. 396 DB Delivery MA, LLC shall adhere to dimensional, intensity, and setback requirements of the underlying zoning district (IND);
- Article 3: Marijuana Facilities sec. 397 signage for DB Delivery MA, LLC shall comply with State regulations and licensing requirements for marijuana establishments and shall further be in compliance with the Town of Wareham Zoning By-Laws Article 11: Signs;
- Under Article 3: Marijuana Facilities sec. 398 DB Delivery MA, LLC shall not seek a use variance - as they are not permitted by the Town of Wareham for Marijuana Establishments.

Section 16.2 - Identification of Steps Taken with the Town of Wareham Officials and Departments Regarding Local Rules and Permitting Requirements

DB Delivery MA, LLC will operate in accordance with 935 CMR 500.101 (a) (10) shall provide a description of plans to ensure compliance with Local codes, ordinances, and by-laws for the DB Delivery MA, LLC HDH - these plans shall include, but not be limited to, the identification of all Local licensing requirements for a marijuana establishment.

Overview of the Town of Wareham Marijuana Establishment Process

1. Identify a Properly Zoned Location and Maintain Site Control;
2. Submit Business Plan, Ownership Interest and Proof of Site Control to the Office of Planning and Community Development - as well as a request to the Wareham Board of Selectmen for a discussion and vote by the BOS to allow the Town Planner and the Town Administrator to open Host Community Agreement Negotiations;
3. Attend a Wareham Board of Selectmen meeting to discuss and further receive favorable action on the request to open Host Community Agreement Negotiations;
4. Pending favorable action by the Board of Selectmen begin Host Community Agreement Negotiations with Kenneth Buckland, Director of Planning and Development and Derek Sullivan, Town Administrator;
5. Contact Abutters, within 300' of the proposed marijuana establishment, via certified return-receipt mail, provide the Town Clerks Office, the Board of Selectmen Office and the Planning and Development Office with a copy of the legal ad and notice of the marijuana establishments Community Outreach Meeting (COM) to be held in accordance with 935 CMR 500.101 (9), as well as the placement of a legal ad in the Wareham Week;
6. Within seven (7) days of the abutters mailing and fourteen (14) days of the legal ad posting host a community outreach meeting that addresses at minimum the following points, and allow the community to ask and receive answers:
 - a. The types of marijuana establishments to be located at the site
 - b. Information to show that the site will be maintained securely
 - c. Steps to be taken by Doobie to prevent the diversion of cannabis to minors
 - d. Information to demonstrate that Doobie will not be a nuisance (as defined by the law)

- e. An attestation that community members were allowed to ask questions and receive answers
7. Upon successful negotiations of Host Community Agreement(s) with the Town Planner and the Town Administrator the Host Community Agreement(s) will be recommended by the Town Planner to go back to the Board of Selectmen, to be put on the Board of Selectmen agenda, for a discussion and vote to approve the Host Community Agreement(s);
8. Pending approval of the Host Community Agreement(s) by the Board of Selectmen the Host Community Agreement(s) will be signed by the Company, recommended and signed by the Town Planner, Authorized and Signed by the Town Administrator and signed and found to be acceptable as to form by the Town Counsel;
9. The Town Administrator will execute the CCC Host Community Agreement Certification Form;
10. Company to begin the SPZ process.

In an effort to conform to Local compliance Doobie has identified a site that is correctly zoned in the Industrial (IND) District. In accordance with the Town of Wareham by-laws Marijuana Establishments are allowed to establish in the IND zone with the granting of a Special Permit, from the Wareham Board of Appeals. The Special Permit process and application requirements for the Wareham Board of Appeals is as follows:

Doobie can only establish in the IND zone in Wareham with the approval of a Special Permit from the Town of Wareham Board of Appeals.

The Special Permit Application must be reviewed by the Planning/Zoning Assistant for completeness.

Doobie, with the assistance of the Planning/Zoning Assistant, shall file the application and approval forms with the Town Clerk in accordance with M.G.L. ch. 40A.

I. Filing the petition/application

Petitioners shall file eight (8) packets consisting of the following:

- A. The petition form, one (1) original petition and seven (7) copies of the petition;
- B. Eight (8) copies of the Deed showing record owner of the property
- C. One (1) original wet-stamped and signed and seven (7) copies, Certified Surveyor's plot plan of subject property, 8 1/2 x 11" paper size, consisting/showing:

1. All lot dimensions, including all structure corner demotions. Property lines and offsets from existing buildings and proposed buildings accurate to a 0.1').
 2. Proposed buildings and structures with respective dimensions, including all distances from lot lines.
 3. North arrow.
 4. Topography (existing and proposed) if needed. (Topography based on mean sea level, 2' contours, if the parcel near coastal wetlands). NOT APPLICABLE
 5. Scale of 1"=20' for lots under 1 acre.
 6. Scale of 1"=40' for lots over 1 acre.
 7. Names of streets, labeled public or private at the locus and within 300' of locus.
 8. Zoning district that the property is located in.
 9. All adjacent buildings to the locus within 50' of property lines.
 10. Parking spaces, entrances, curb cuts, etc. if pertinent to the granting of the Special Permit
 11. All proposed data should be labeled as such and shown cross-hatched or dashed to make it clear as to the changes.
 12. Location of wetlands, as determine by the Conservation Commission, if as part of the granting of a Special Permit as required by the Wetlands Protection Act.
- D. One or two photographs of the site or buildings (optional).
- E. Written statement to the Wareham Board of Appeals indicating the general conditions existing, the proposed intentions, and the use of the parcel.
- F. Inspector's decision/denial letter (if an appeal there from).
- G. Any relevant permit application information or other pertinent information.
- H. Eight (8) copies of the Abutters List. One (1) lit out be the original. The lit is obtained by the applicant from the Assessor's Office. All property owners within a 300' radius of the subject parcel are to be notified by Certified Mail of the hearing date, time, and place. The hearing date notification will be provided by the Zoning Board Clerk to the applicant via email. Notifications to the abutters are to be completed by the applicant.
- I. Sign-off from Treasurer/Collectors Office that all taxes/fees owed to the Town have been paid.

Doobie's application will have been deemed properly filed if all of the above are in compliance.

II. Doobie shall pay a \$750.00 filing fee, as a check made payable to the Town of Warham, for a commercial application fee. Doobie shall further pay \$30 for two (2)

public hearing notices in the Wareham Week. The check shall be made payable to Wareham Week.

E. Abutters Notification/Certified Mail: All abutters to the proposed site shall be notified of the public hearing, time and place via Certified Mail. Doobie shall see the Zoning Board Secretary to determine the cost of the mailings, and make the check payable to the Town of Wareham.

III. The Public Hearing:

- A. A schedule of the Board of Appeals meeting dates may be obtained from the Planning/ Zoning Department website or by contacting the Planning/Zoning Department - Located at 54 Marion Road, Wareham, MA 02571.
- B. Doobie and or Doobie's authorized agent's attendance and presentation at the public hearing is required or the petition may be denied.
- C. At the public hearing, Doobie and/or Doobie's authorized agent must be pretend to do the following:
 - 1. If the appeal is from the building inspectors decision/denial relative to the issuance of a Building permit, you need to establish the following accord to the Wareham Zoning Bylaws:
 - 2. For a Special Permit, establish that the specific requirements of the Wareham Zoning Bylaws (and any other relevant sections) are met.

IV. Steps to Process an Approved Special Permit to Obtain a Building Permit

Note: All Special Permits MUST be recorded at the Registry of Deeds before they become effective (See M.G.L. Ch. 40A, Sec. 11).

- A. The Zoning Board of Appeals will file its decision with the Town Clerk within 14 days of making its decision.
- B. After the 20th calendar day from the date on which the decision was filed with the Town Clerk, Doobie or Doobie's agent must pick up two (2) copies of the following from the Town Clerk:
 - 1. An attested copy of the decision.
 - 2. A statement from the Town Clerk certifying that no appeal has been filed.
- C. Both copies of the attested design and no appeal statement from the Wareham Town Clerk must be taken to the Plymouth Registry of Deeds to be recorded (either with a Book and Page or time-stamped).

- D. Bring back the receipt of recording to the Planning/Zoning Department. This will be attached to your Board of Appeals decision to allow you to proceed with the Building Permit application process.
- E. The address of the Plymouth Registry of Deeds is:
 - 50 Obey Street
 - Plymouth, MA 02360
 - Plymouth, MA 02360
 - Hours of Operation
 - Monday through Friday - 8:15 A.M to 4:30 P.M.
 - 508-830-9200

Questions relating to the Special Permit application or the Special Permit application process should be directed to Planning/Zoning Department (508) 291-3100 ext. 6501

Special Permit Timeline

Week 1: File Special Permit Application

Week 2: Receive Special Permit Application Public Hearing Date, and File Legal Ad

Week 3: Legal ad printed in Wareham Week, Legal Ad posted by Planning/Zoning Department and the Town Clerk's Office, and Legal Ad sent to Abutters within a 300' radius of intended site (minimum fourteen (14) day notice)

Week 4: Special Permit Public Hearing & Pending Favorable Action

Week 5: Within fourteen (14) Days of the Hearing the Wareham Board of Appeals will file their decision with the Town Clerk

Week 6: After the 20th calendar day Doobie must pick up two (2) copies, from the Town Clerk's Office, of the attested copy of the decision and a statement from the Town Clerk stating no appeals have been filed. Doobie must then bring the two copies to the Plymouth County Registry of Deeds to be Recorded. Doobie or an authorized agent must bring a recording of the receipt from the Registry of Deeds to the Planning/Zoning Department. Once the recording receipt is attached to the application Doobie can proceed to the building permit process.



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:

DB Delivery MA, LLC d/b/a Doobie

2. Name of applicant's authorized representative:

Attorney Philip H. Macchi

3. Signature of applicant's authorized representative:

Philip H. Macchi

4. Name of municipality:

Wareham, Massachusetts

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

Derek Sullivan - Town Administrator



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



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

dsullivan@wareham.ma.us

8. Host community agreement execution date:

7/7/2021

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): June 17, 2021
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:

June 3, 2021

b. Name of publication:

Wareham Week

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:

June 3, 2021

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:

June 7, 2021

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

Name of applicant:

DB Delivery MA, LLC d/b/a Doobie

Name of applicant's authorized representative:

Ericca Kennedy

Signature of applicant's authorized representative:

Ericca Kennedy



From Our Members

Wareham Week gives businesses and non-profit organizations the opportunity to become online Affiliate Members of WarehamWeekToday.com and post news and information directly to our homepage. The following items have been accepted from recent posts to our site.

'Moon Shot' discussion

The Wareham Free Library will host a meeting of the Virtual Book Club on Thursday, June 24, at 7 p.m. For the month of June, the club will be reading *New York Times* bestseller "Moon Shot" by Alan Shapiro and Duke Raynor with NRC reporter Jay Barlow.

For more information and registration, contact *Reflexion Librarian* Steven Miller at 508-293-2343 ext. 1012 or at smiller@reflexion.org.

Botox and more

In partnership with Dr. Jeffrey Gold, Grace Physicians P.C. brings preventative and anti-aging medicine to the South Coast. Grace has been a registered nurse for over 25 years and, in 2020, opened Botox @ Blue located inside Blue Hair Salon and Day Spa at 133 Wareham Rd. in Marion.

Grace offers Botox, dermal fillers (Cheerios), collagen-stimulating therapies and an array of wellness injections and vitamin IV drips, tailored to individual wellness goals.

For more information, call 978-725-1587.

Real estate in May

What happened in real estate in Wareham in May? According to Upper Cape Realty's May report for Wareham zip code 02571, 16 homes were sold for an average price of \$394,779. Want to find out more about Wareham real estate? Go to www.urealty.com.

Summer house hunting?

Summer is here! What better time to explore the South Coast and all it has to offer? Beaches, boating, outdoor dining and SO much more!

Thinking about buying a summer home? The Bernadette Kelly Realty Group is here to help guide you through the process, whatever your price point. To talk with an agent, call 508-362-4715.

To learn more about Affiliate Membership on WarehamWeekToday.com, email sales@warehamweek.com.

LEGAL ADVERTISEMENTS

The Wareham Planning Department at 54 Marion Road, Wareham, MA 02571 and may be inspected during regular business hours by appointment. Any person interested in wishing to be heard on the proposed plan should appear at the time and place designated.

Wareham Planning Board
George Barnett, Chairman

First Notice: May 27, 2021
Second Notice: June 3, 2021

ZONING BOARD OF APPEALS 54 Marion Road Wareham, MA 02571

NOTICE OF ONLINE PUBLIC HEARING June 23, 2021 Starting at 6:30 PM

Join the Online Meeting at:
<https://zoom.us/j/909123456789>
Meeting ID: 909 1234 5678
One tap mobile
+19202090909,,909123456789

The Zoning Board of Appeals will hold an online public hearing on June 23, 2021 at 6:30 p.m. to consider Petition #32-21 for a Special Permit and/or Variance from the requirements of Article 5, Title 622 and Article 13, Section 1302 under the Wareham Zoning By-Laws, to Thomas & Sharon DeJoseph of 16 Salmon Road, Duxbury, CT 01927. Clark House Improvement of 26 Avenue Road, East Wareham, MA proposing to raise and reconstruct the existing deck, located at 61 South Boulevard S, Wareham, MA (Assessor's Map 1, Lot 17-A in the C-2 zoning district).

North Ekubaid, Chairman

First Notice: June 3, 2021
Second Notice: June 10, 2021

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NOTICE OF ONLINE PUBLIC HEARING June 23, 2021 Starting at 6:30 PM

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Meeting ID: 909 1234 5678
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+19202090909,,909123456789

The Zoning Board of Appeals will hold an online public hearing on June 23, 2021 at 6:30 p.m. to consider Petition #32-21 for a Special Permit from the requirements of Section 300 and Section 1401 under the Wareham Zoning By-Laws, to Southern AHS LLC of 790 Main Street, Wareham, MA 02571 proposing to operate an independent Marjorie Tasting Laboratory within a single 1,300 square foot town at the existing facility at the street address known as 790 Main Street, Wareham, MA (Assessor's Map #1, Lot 1020) in the S-100 zoning district.

North Ekubaid, Chairman

First Notice: June 3, 2021
Second Notice: June 10, 2021

TOWN OF WAREHAM PLANNING BOARD 54 Marion Road Wareham, MA 02571

NOTICE OF ONLINE PUBLIC MEETING June 16, 2021 Starting at 6:30 PM

Join the Online Meeting at:
<https://zoom.us/j/909123456789>
Meeting ID: 909 1234 5678
One tap mobile
+19202090909,,909123456789

The Wareham Planning Board will hold an online public meeting on June 16, 2021 at 6:30 p.m. to consider Petition #19-21 for a Preliminary Subdivision Plan, entitled "Preliminary Subdivision Plan of 150 Thonet Road" from the requirements of M.G.L. Chapter 41, Section 81A, to A.D. Makoposki Company dba S.A.F. Engineering, Inc. of 288 Main Street, Wareham, MA 02571 for subject property located: 150 Thonet Road (Assessor's Map 171, Lot 10009 and 10010) in the R-60 zoning district.

A copy of the plan and application is on file at the Wareham Planning Department at 54 Marion Road, Wareham, MA 02571 and may be inspected during regular business hours by appointment. Any person interested in wishing to be heard on the proposed plan should appear at the time and place designated.

Wareham Planning Board
George Barnett, Chairman

First Notice: May 27, 2021
Second Notice: June 3, 2021

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A copy of the plan and application is on file at the Wareham Planning Department at 54 Marion Road, Wareham, MA 02571 and may be inspected during regular business hours by appointment. Any person interested in wishing to be heard on the proposed plan should appear at the time and place designated.

Wareham Planning Board
George Barnett, Chairman

First Notice: May 27, 2021
Second Notice: June 3, 2021

COMMUNITY OUTREACH NOTICE

Notice is hereby given that on June 17, 2021 at 9:30 pm 330 Delivery MA, LLC (hereinafter "Dove") will host a Community Outreach Meeting (COOM), compliant with Regulations set forth by the Massachusetts Cannabis Control Commission, for the proposed siting of a Marijuana Delivery Operation, Marijuana Cultivation, and Marijuana Product Manufacturer to be located at 3 Tow Road, Wareham, MA 02571. The COOM will be held at The Roadwork Event Center, 50 Roadwork Pl #1, Wareham, MA 02571. The community will have an opportunity to ask questions of Dove's representatives, and receive answers.

ZONING BOARD OF APPEALS 54 Marion Road Wareham, MA 02571

NOTICE OF ONLINE PUBLIC HEARING June 23, 2021 Starting at 6:30 PM

Join the Online Meeting at:
<https://zoom.us/j/909123456789>
Meeting ID: 909 1234 5678
One tap mobile
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The Zoning Board of Appeals will hold an online public hearing on June 23, 2021 at 6:30 p.m. to consider Petition #32-21 for a Use Variance from the requirements of Article 5, Section 320 and Article 14, Section 1471 under the Wareham Zoning By-Laws, to North Star Management, c/o Dennis J. Conry, Esq. 345 Main Street, Wareham, MA proposing to create a new storage facility in the industrial zoning district where storage facilities are not permitted by right, located at 3400042 Cranberry Highway, Wareham, MA (Assessor's Map 158, Lot 100201, 100202, 100203, 100204, 100205, 100206, and 100207 in the I-20 zoning district).

North Ekubaid, Chairman

First Notice: June 3, 2021
Second Notice: June 10, 2021

TOWN OF WAREHAM PLANNING BOARD 54 Marion Road Wareham, MA 02571

NOTICE OF ONLINE PUBLIC MEETING June 16, 2021 Starting at 6:30 PM

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<https://zoom.us/j/909123456789>
Meeting ID: 909 1234 5678
One tap mobile
+19202090909,,909123456789

The Wareham Planning Board will hold an online public meeting on June 16, 2021 at 6:30 p.m. to consider Petition #19-21 for a Preliminary Subdivision Plan, entitled "Preliminary Plan of 6 Water Sprague Subdivision" from the requirements of M.G.L. Chapter 41, Section 81A, to A.D. Makoposki Company and David Fletcher c/o Gears & Thomas, Inc. of 50 Court Street, Plymouth, MA 02360 for subject property located: 6 Water Sprague Road (Assessor's Map 126 Lot L1 and Map 110 Lots 1011, 1012, 1013, 1014, 1015 and 1016) in the R-100 zoning district.

A copy of the plan and application is on file at

WAREHAM TOWN CLERK
2021 JUN 21 10:00 AM

COMMUNITY OUTREACH MEETING

Notice is hereby given that on June 17, 2021 at 6:30 pm DB Delivery MA, LLC "dba" Doobie will host a Community Outreach Meeting (COM), compliant with Regulations set forth by the Massachusetts Cannabis Control Commission, for the proposed siting of a Marijuana Delivery Operator, Marijuana Cultivator, and Marijuana Product Manufacturer - to be located at 3 Tow Road, Wareham, MA 02571. The COM will be held at The Rosebrook Event Center, 50 Rosebrook Pl #1, Wareham, MA 02571

The community will have an opportunity to ask questions of Doobie representatives, and receive answers.

COMMUNITY OUTREACH MEETING

WAREHAM TOWN CLERK
2021 JUN 17 10:00 AM

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Information presented during the COM will include, but not be limited to:

1. The type of Adult-use Marijuana Establishments to be located at the Premises;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location and operations will not constitute a nuisance to the community of Wareham, or the community-at-large.

A copy of this notice was sent to the Town of Wareham Board of Selectmen, the Wareham Planning and Community Development Office and is on file with the Town of Clerk, at Wareham Town Hall, located at 54 Marion Road, Wareham, MA 02571. A copy of this Notice was mailed at least seven (7) calendar days prior to the COM to all abutters located within 300 feet of 3 Tow Road, Wareham, MA 02571, the proposed address of the Marijuana Establishments and a legal advertisement was printed at least fourteen (14) calendar days prior to the COM in the Wareham Weekly.

The community will have an opportunity to ask questions of Doobie representatives relating to the establishment of Doobie, and receive said answers.

COMMUNITY OUTREACH MEETING

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RECEIVED

JUN - 3 2021

COMMUNITY OUTREACH MEETING

TOWN OF WAREHAM
BOARD OF SELECTMEN

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RECEIVED

JUN - 8 2021

COMMUNITY OUTREACH MEETING

TOWN OF WAREHAM
BOARD OF SELECTMEN

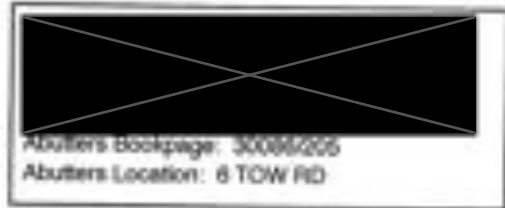
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June 7, 2021

Dear Neighbor,

Allow us to introduce ourselves, we are Erica and Justin Kennedy and we are the Co-Founders and Economic Empowerment Partners of DB Delivery MA, LLC "dba" Doobie. As local residents of Wareham, our business, Doobie, is seeking Local and State approvals, to establish as an adult-use Delivery Operator, Cultivator and Product Manufacturer; that means we will not have on-site customers, as our establishments will never be open to the public. Our cannabis-establishment-journey began as a choice to apply for our Economic Empowerment certification and has bloomed into a tangible reality, that can become a part of, thrive in, and positively impact the community of Wareham.

We were built for a post-pandemic world and we've taken the time to rethink what it means to work, play, be an employee, be an entrepreneur, be human and be kind to humanity in the process. DB Delivery MA, LLC was launched in 2020 as part of a fast-growing market, that we understand can be overwhelming. Doobie is pursuing permitting and licensure to cultivate, manufacture and deliver cannabis, within a predesignated zone, in a safe, responsible, and regulated way - as part of the Cranberry Highway, industrial corridor community.

Our goal is to operate discretely, as you will see in the attached abutters packet. We plan to create no (negative) impact on the surrounding community, or you, as our soon to be neighbors. We have taken the required steps to mitigate nuisances caused by traffic, odor, parking and on the environment. Doobie shall implement multi-State compliance procedures to prevent the diversion of cannabis to minors and theft. Though the establishments at 3 Tow Rd., Wareham, MA will not be visible to the general public, the site will be maintained in an attractive manner and Doobie will implement an open-door policy with Local and State Officials, Inspectional Services and First Responders. It is our duty to operate the business with the highest of standards, quality, safety, and courteousness to our neighbors as well as our community.

We invite you to join us at the Rose Brook Event Center, on June 17, 2021, at 6:30pm to learn more about Doobie's proposed establishment plan, our tangible commitments, and willingness to bring a positive impact to the community as a whole. We will provide light food and drinks for your enjoyment - as we answer any and all questions relating to the establishment of Doobie.

Sincerely yours,

Erica Kennedy - Co-Founder / MA EEA

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COMMUNITY OUTREACH MEETING

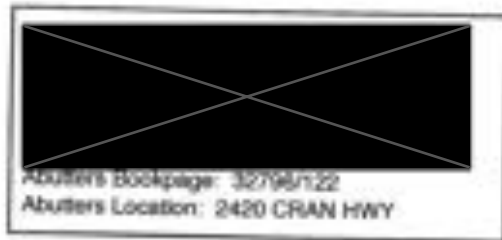
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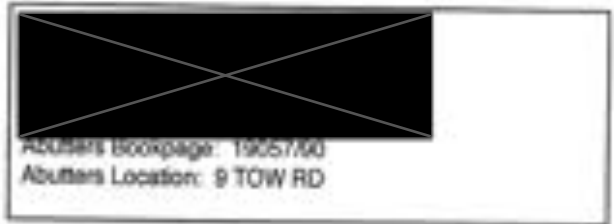
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Abutters Bookpage: 51949/155

51949/161

40064/298

Abutters Location: 8 KENDRICK RD

12 KENDRICK RD

14 KENDRICK RD

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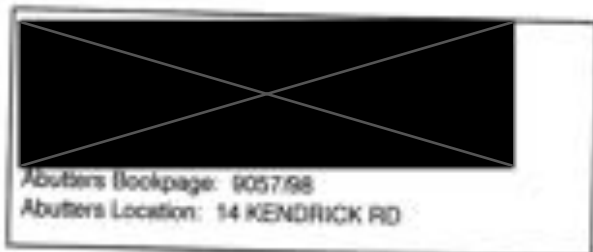
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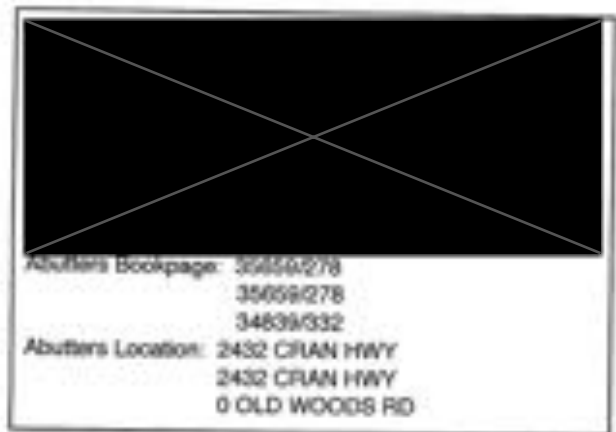
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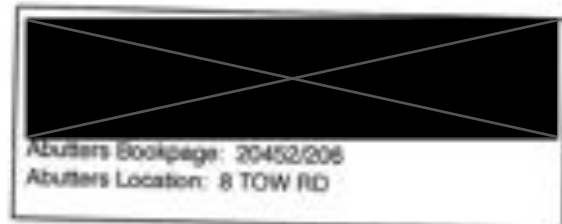
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Doobie

Happiness delivered

Positive Impact Plan Pertaining to a
Delivery Operator

In accordance with 935 CMR 500.101 (a) (11) the following plan to positively impact areas of disproportionate impact, as defined by M.G.L. ch. 94G 4 (a 1/2) (iv.) shall be implemented. Once licensed Doobie shall pursue the following positive impact plan.

Under 935 CMR 500.101 (2) Doobie shall demonstrate that progress and success has been made, upon each license renewal. Doobie's positive impact plan shall adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by Doobie will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable State laws.

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Small Business & Artist Support

Being a part of the up and coming MA cannabis industry is a privilege. Doobie is uniquely positioned to drive consumer based traffic to our site, and further support small businesses directly and indirectly related to cannabis. Doobie has the capabilities to highlight local businesses, events and programs, through www.trydoobie.com. The Doobie platform will feature a hyperlink for the Town of Wareham, the link will feature complimentary advertising through www.trydoobie.com, for small businesses, and artists based in the Town of Wareham - as the Town of Wareham is a geographic area identified by the Commission as being disproportionately harmed by cannabis prohibition.

Goal	Program	Metric	Timeline
To offer complimentary brand placement for at minimum one (1) small businesses, or artist per month, located in the Town of Wareham, on the Doobie website.	<p>Doobie shall post quarterly advertisements in the local newspaper, Wareham Week, stating that Doobie is looking for Town of Wareham based businesses to be featured on the Doobie website.</p> <p>Doobie will utilize Facebook, LinkedIn, Indeed, and any other relevant social media platforms to meet the one (1) business to highlight, per month goal.</p>	<p>Doobie will maintain Small Business & Artist Support metrics relating to the goal and program. Support standards will maintained, and shall be demonstrated, and presented to the CCC upon renewal of licensure (including at the one year mark).</p> <p>Doobie will begin highlighting Small Business & Artist support on the beginning date of operations and will be updated & traced based on community participation.</p>	<p>Nov - Place initial ad in Wareham Week and advertise the program on Facebook, LinkedIn, Indeed</p> <p>Dec 1 - SB/A Support</p> <p>Jan 1 - SB/A Support</p> <p>Feb 1 - SB/A Support</p> <p>Place Participation Ad</p> <p>March 1 - SB/A Support</p> <p>April 1 - SB/A Support</p> <p>May 1 - SB/A Support</p> <p>June 1 - SB/A Support</p> <p>Place Participation Ad</p> <p>July 1 - SB/A Support</p> <p>Aug 1 - SB/A Support</p> <p>Sept 1 - SB/A Support</p> <p>Oct 1 - SB/A Support</p> <p>Place Participation Ad</p> <p>Nov 1 - SB/A Support</p> <p>The program will continue on an annual timeline; provided there is Small Business & Artist participation.</p>

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Random Acts of Kindness

At Doobie we have made it our goal to go the extra mile - we have found that, that road needs a bit more traveling.

The Doobie Mobile makes connecting with the community possible, and quite plainly put it's about giving the community of Wareham access to more help, and to more happiness - as the Town of Wareham is a geographic area identified by the Commission as being disproportionately harmed by cannabis prohibition.

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Continued on next page.

Goal	Program	Metric	Timeline
Perform one (6) random act of kindness throughout the year, in the community of Wareham.	<p>The Doobie Mobile shall travel around the host community, of Wareham, and perform random acts of kindness.</p> <p>Doobie Mobile Random Act of Kindness shall be valued at no less than \$1,000 per act of kindness, per scheduled date.</p> <p>Doobie shall utilize platforms such as Facebook, Instagram, and Twitter to highlight the Doobie Mobile's random act of kindness.</p> <p>Random Acts of Kindness will include, but not be limited to:</p> <ul style="list-style-type: none"> - Food Purchase and Distribution - Clothing & Supply Purchase and Distribution - Purchase and Distribution of goods and meals from Wareham based restaurants and businesses <p>Program Example (November): The Doobie Mobile Purchases at minimum \$1,0000 worth of frozen turkey's as well as meal supplies and from the parked Doobie mobile distributes supplies, to any current or former residents of Wareham, that are in need.</p>	<p>Doobie shall maintain records for the random acts of kindness.</p> <p>Doobie shall produce records, and show receipts, of a minimum of six (6) acts of kindness, per calendar year, that can be demonstrated to the CCC.</p>	<p>The Doobie Mobile will begin delivering happiness on following dates, on a yearly basis, at a minimum</p> <p>Nov 15 Jan 15 Mar 15 May 15 July 15 Sept 15</p> <p>*The Doobie Mobile MAY perform random acts of kindness, NOT included as a part of the positive impact plan, throughout MA.</p>

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

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)**

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

DB Delivery MA, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

6 Liberty Square #2288, Boston, MA 02109

- (3) The general character of the business:

delivery service business

- (4) Latest date of dissolution, if specified:
- Perpetual

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Vcorp Agent Services, Inc.155 Federal Street, Suite 700
Boston, MA 02110

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

DBD, LLC1801 S. La Cienega Blvd., Ste. 301
Los Angeles, CA 90035

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

NAME

Joseph Rubin

ADDRESS

1801 S. La Cienega Blvd., Ste. 301
Los Angeles, CA 90035

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

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ADDRESS

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- (9) Additional matters:



Signed by (by at least one authorized signatory): _____

Consent of resident agent:

I Vcorp Agent Services, Inc.

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

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:

June 16, 2020 03:42 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



William Francis Galvin
Secretary of the
Commonwealth

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

July 6, 2021

TO WHOM IT MAY CONCERN:

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

DB DELIVERY MA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 16, 2020**.

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

I also certify that the names of all managers listed in the most recent filing are: **DBD, LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DBD, LLC, JOSEPH RUBIN**

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



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

William Francis Galvin
Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L0670295232
Notice Date: September 23, 2021
Case ID: 0-001-283-860



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DB DELIVERY MA, LLC
6 LIBERTY SQ NUM 2288
BOSTON MA 02109-5800

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

EXECUTION VERSION

OPERATING AGREEMENT

FOR

DB DELIVERY MA, LLC,

A MASSACHUSETTS LIMITED LIABILITY COMPANY

**OPERATING AGREEMENT
FOR
DB DELIVERY MA, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY**

This Operating Agreement (this “Agreement”) is made effective as of June 23, 2020 (the “Effective Date”), by and among the Company and the “Members” (defined below) listed on the signature pages hereof (each a “Party” and collectively the “Parties”), with reference to the following Recitals:

RECITALS

A. The Parties formed DB Delivery MA, LLC (the “Company”), a limited liability company under the laws of the Commonwealth of Massachusetts, on June 16, 2020; and

B. The Parties desire to adopt and approve an operating agreement for the Company.

NOW, THEREFORE, the Parties, intending to be legally bound and incorporating the foregoing Recitals as if set forth in full, adopt this Agreement as the operating agreement for the Company under the laws of the Commonwealth of Massachusetts upon the terms and subject to the conditions of this Agreement.

TERMS OF AGREEMENT

**ARTICLE I
DEFINITIONS**

When used in this Agreement, the following terms shall have the meanings set forth below (all terms used in this Agreement that are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement or in the Act):

1.1 “Act” shall mean the Massachusetts Limited Liability Company Act, *Mass. Gen. Laws ch. 156C, §§ 1 et seq.*, as it may be amended from time to time.

1.2 “Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

1.3 “Applicable Laws” shall mean any provision of federal, state/commonwealth or local law (including common law), statute, rule, regulation, order, permit, judgment, injunction, decree or other decision of any court or other tribunal or governmental authority legally binding on the relevant Party or its properties, including, without limitation, Title 935 of the Code of Massachusetts Regulations as may be amended; but not including federal law that prohibits the cultivation, processing, manufacturing, distribution, advertising, sale, or possession of cannabis or parts of cannabis including particular cannabinoids.

1.4 “Business Day” means any day other than Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the laws of the Commonwealth of Massachusetts.

1.5 “Capital Account” shall mean with respect to any Member, the capital account which the Company establishes and maintains for such Member.

1.6 “Capital Contributions” shall mean with respect to any Member, the amount of money or services rendered or to be rendered, and the fair market value of any property contributed to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take “subject to” under Code §752) in consideration of a Membership Interest held by that Member. A Capital Contribution shall not be deemed a loan.

1.7 “Certificate” shall mean the Certificate of Organization for the Company originally filed with the Office of the State Secretary for the Commonwealth of Massachusetts and as amended from time to time.

1.8 “Code” or “IRC” shall mean the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations.

1.9 “Distribution” shall mean any money or other property transferred without consideration by the Company to Members in respect of their Membership Interests in accordance with this Agreement.

1.10 “EE Licenses” has the meaning assigned to such term in Section 4.12(a) hereof.

1.11 “Encumber” means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.12 “Encumbrance” means, with respect to any Membership Interest, or any part of it, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.13 “Involuntary Transfer” means, with respect to any Membership Interest, or any part of it, any Transfer or Encumbrance, by operation of law, under court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.14 “Liquidation” shall mean with respect to the Company, the date upon which the Company ceases to be a going concern (even though it may exist for purposes of winding up its affairs, paying its debts and distributing any remaining balance to its Members), and with respect to a Member where the Company is not in liquidation means the date upon which occurs the termination of the Member’s entire interest in the Company by means of a Distribution or the making of the last of a series of Distributions (in one or more years) to the Member by the Company.

1.15 “Manager” shall mean the Person designated as such by the Members from time-to-time or any other Person who is added as a Manager or who succeeds any of such Person as Manager or who from time to time is named Manager under the terms of this Agreement. The initial Manager shall be and is DBD LLC, a Delaware limited liability company.

1.16 “Member” shall mean each Person who (a) is an initial signatory to this Agreement, or has been admitted to the Company as a Member in accordance with the Certificate or this Agreement (including a joinder thereto), or an assignee or Transferee who has become a Member; and (b) has not resigned, withdrawn, been expelled or, if other than a natural person, dissolved.

1.17 “Membership Interest” shall mean a Member’s entire interest in the Company, including the Member’s right to receive allocations and Distributions, right to vote on or participate in the management as provided hereunder, and the right to receive information concerning the business and affairs of the Company.

1.18 “Percentage Membership Interest” shall mean, with respect to any Member, the percentage of such Member’s ownership interest in the Company as set forth opposite the name of such Member under the column “Percentage Membership Interest in Company as a Whole” in Exhibit A hereto, as such percentage may be adjusted from time to time pursuant to the terms of this Agreement.

1.19 “Person” shall mean a natural person, general partnership, limited partnership, limited liability company, corporation, trust, estate, real estate investment trust, association or any other entity.

1.20 “Profits and Losses” means, for each fiscal year or other period as specified in this Agreement, an amount equal to the Company’s taxable income or loss for the year or period, determined in accordance with IRC §703(a).

1.21 “Proxy” means a written authorization signed or an electronic transmission authorized by a Member or the Member’s attorney-in-fact giving another Person the power to exercise the voting rights of that Member. A Proxy may not be transmitted orally.

1.22 “Regulations” or “Treasury Regulations” shall mean, unless the context clearly indicates otherwise, the regulations currently in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code.

1.23 “Transfer” means any assignment, conveyance, lease, sale, gift, Involuntary Transfer, Encumbrance, or other disposition of a Membership Interest or any part of a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.24 “Transferable Interest” means a Person’s right to share in the income, gains, losses, deductions, credit, or similar items of the Company, and to receive Distributions from the Company under this Agreement or under the Act, but does not include any other rights of a Member, including the right to vote, the right to participate in the management of the Company, or, except as provided in the Act, any right to information concerning the business and affairs of the Company.

1.25 “Transferee” means a Person who has acquired all or part of a Transferable Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

ARTICLE II ORGANIZATIONAL MATTERS

2.1 Formation. The Company has been formed under the provisions of the Act.

2.2 Name. The Company shall conduct its activities under the name of DB Delivery MA, LLC, and all Company business must be conducted in that name or such other name as the Manager shall approve; provided, that the name shall always contain the letters "LLC."

2.3 Term. The Company commenced on the effective date of the Certificate and shall have perpetual existence, unless the Company is sooner dissolved and terminated as herein provided. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate pursuant to the Act and this Agreement.

2.4 Office and Agent. The Company shall continuously maintain an office and registered agent in the Commonwealth of Massachusetts as required by the Act. The principal office of the Company shall be as the Manager may determine. The Company also may have such offices anywhere within and without the Commonwealth of Massachusetts, as the Manager from time to time may determine, or the business of the Company may require. The registered agent shall be as stated in the Certificate or as otherwise determined by the Manager.

2.5 Addresses of the Members. The respective addresses of the Members are set forth on Exhibit A hereto.

2.6 Purposes of Company. The nature of the business and of the purpose to be conducted and promoted by the Company is to engage in any lawful activity permitted by the Act, including but not limited to the following activities:

- (a) Providing and/or facilitating cannabis delivery services; and
- (b) Such other activities directly related to the foregoing purposes as may be necessary, advisable, or appropriate, in the reasonable opinion of the Manager, to further the foregoing purposes, or for any legal purposes for which limited liability companies may be formed under the Act.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions. Each Member shall contribute such amount, in the form of cash, property or services, as is set forth on Exhibit A hereto as his, her or its initial Capital Contribution, which Exhibit A shall be revised to reflect any additional contributions made in accordance with Section 3.2 below.

3.2 Additional Capital Contributions. Additional contributions to the capital of the Company shall be made only in such amounts and at such times as is determined in the sole discretion of the Manager from time to time, acting in good faith. No Member may make any voluntary contribution of capital to the Company without the consent of the other Members.

3.3 Withdrawals. A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any Distributions, whether of money or property, from the Company except as provided in this Agreement.

3.4 Interest. No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.

3.5 Priority. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member with respect to the return of a Capital Contribution or Distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

ARTICLE IV MEMBERS

4.1 Actions of Members. Any action or decision required in this Agreement to be taken, made or approved by Members must be authorized via unanimous vote of all Members.

4.2 Limited Liability. Except as required under the Act or as expressly provided in this Agreement, no Member shall be personally liable for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise.

4.3 Admission of Additional Members. Additional Members shall be admitted to the Company upon the approval of Members. The Membership Interest of new Members shall be determined by existing Members prior to admission of each new Member, and Exhibit A hereto shall be amended in conformance with such determination upon admission of the new Member.

4.4 Withdrawals or Resignations. Except as required by the Act, no Member may withdraw from the Company, except upon the approval of Members. The withdrawal of any Member who is under an obligation to provide services to the Company shall be without prejudice to the rights, if any, of the withdrawing Member, the Company, or the other Members under any contract to which the withdrawing Member is a party.

4.5 Meetings of Members. Meetings of Members may be held at such date, time and place within or outside the Commonwealth of Massachusetts as set by the Manager. No annual or regular meetings of Members or Manager are required. The procedures for the meetings shall include the following:

(a) Meetings of the Members may be called at any time upon written demand of (a) Member(s) holding more than ten percent (10%) of the Membership Interests. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Member calling the meeting.

(b) Written notice of any meeting of Members shall be sent or otherwise given in accordance with Section 4.4(d) not less than ten (10) nor more than sixty (60) days before the date of the meeting being noticed. The notice shall specify the place, date, and hour of the meeting and the general nature of the business to be transacted. No other business may be transacted at the meeting.

(c) The presence in person or remotely (as provided for herein) of Members shall constitute a quorum at a meeting of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the loss of a quorum, if any action taken (other than adjournment) is approved by at least the required percentage of the Membership Interests.

(d) Notice of any meeting of the Members shall be by written communication, sent or given personally, by first class mail, by facsimile, by electronic-mail, or by courier service, charges prepaid, addressed to each Member at the Member's address appearing on the books of the Company or given by the Member for the purpose of notice. If no such address appears on the Company's books or is given, notice shall be deemed to have been made to that Member if written communication is sent by first-class mail, facsimile, or courier service to the Company's registered office, or if published at least once in a newspaper of general circulation in the county in which the registered office is located. Notice shall be deemed to have been given when written communication is delivered personally, deposited in the mail, or sent by facsimile, electronic-mail or courier service. An affidavit of the mailing or other means of giving any notice of any Members' meeting shall be executed by the Secretary of the Company, as the case may be, who is giving the notice, and shall be filed and maintained in the minute book of the Company.

4.6 Action by Written Consent Without a Meeting. Any action that may be taken at a meeting of Members may be taken without a meeting and without prior notice, if a consent in writing setting forth the action so taken is signed and delivered to the Company within sixty (60) days of the record date (as described below in Section 4.7) for that action by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote on that action were present and voted. All such consents shall be filed by the Secretary of the Company and shall be maintained in the Company records. Any Member giving a written consent, or the Member's proxy holder, may revoke the consent by a writing received by the Company before written consents of the number of votes required to authorize the proposed action have been filed in the minute book of the Company.

4.7 Telephonic Participation at Meetings. Members may participate in any Members' meeting through the use of any means of conference telephone or similar communications equipment as long as all Members participating can hear one another. A Member so participating is deemed to be present at the meeting.

4.8 Record Date. For purposes of determining the Members entitled to notice of any meeting or to vote, or entitled to receive any Distribution or to exercise any rights hereunder, the Company may fix, in advance, a record date that is not more than sixty (60) days nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days prior to the action without a meeting, and in such case only Members of record on the date so fixed are entitled to notice and to vote. If no record date is fixed:

(a) The record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the Business Day next preceding the day on which notice is given or, if notice is waived, at the close of business on the Business Day next preceding the day on which the meeting is held.

(b) The record date for determining Members entitled to give written consent to Company action without a meeting shall be the day on which the first written consent is given.

4.8 Proxies. Every Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written Proxy signed by the Member and filed with the Company. A Proxy shall be deemed signed if the Member's name is placed on the Proxy (whether by manual signature, typewriting, facsimile, electronic transmission or otherwise) by the Member or the Member's attorney-in-fact. A validly executed Proxy that does not state that it is irrevocable shall continue in full force and effect unless (a) revoked by the person executing it, prior to the vote pursuant thereto, by a writing delivered to the Company stating that the Proxy is revoked, or by a subsequent Proxy executed by, or attendance at the meeting and voting in person by, the person executing the Proxy, or (b) written notice of the death or incapacity of the maker of the Proxy is received by the Company before the vote pursuant thereto is counted; provided, however, that no such Proxy shall be valid after the expiration of eleven (11) months from the date of the Proxy, unless otherwise provided in the Proxy. The revocability of a Proxy that states on its face that it is irrevocable shall be governed by the Act.

4.9 Duty of Loyalty. Each Member owes a duty of loyalty to the Company.

4.10 Deadlock.

(a) If at any time there is an inability of the Members to agree, despite good faith efforts to reach agreement, on a course of action in respect of any material matter and such inability persists for at least thirty (30) days after such inability first arises and if any Member reasonably believes that such inability to agree has had or is reasonably expected to result in a material adverse effect (a "Deadlock Event"), then the Members may request that such Deadlock Event be immediately submitted for resolution through the procedure described in Section 4.10(b). Such request shall be in writing and shall be accompanied by the requesting Member's statement of the matter and its position with respect thereto. The other Members shall have the right to submit to such officers its own statement of the matter and its position with respect thereto.

(b) The Members agree to submit the Deadlock Event to mediation before a mutually agreed mediator within fifteen (15) days of tendering notice of the Deadlock Event. If such matter is not resolved within thirty (30) days of tendering notice of the Deadlock Event, then each Member shall appoint a "representative." The representatives shall select a single, disinterested third-party mediator who shall use his or her best efforts to resolve the Deadlock Event.

4.11 Members who are not Individuals. Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the Company and each Member that such member is: (a) duly incorporated or formed, as the case may be, (b) validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and (c) has full power and authority to execute and deliver this Agreement and perform its obligations hereunder

4.12 Exclusivity.

(a) Whisk & Jane LLC and each of its members represent and warrant to the Company and its Members that: (i) he, she or it is a holder of two (2) licenses issued by the Massachusetts Cannabis Control Commission under the Economic Empowerment Priority Review and Social Equity Program, bearing License Numbers EE202017 and EE202359 (together, the “EE Licenses”); (ii) the EE Licenses are valid and current; and (iii) unless and until this Agreement has been terminated, the Company shall have the sole and exclusive right to operate under, or use for any reason, the EE Licenses.

(b) DBD, LLC and each of its members, including but not limited to Joseph Rubin, represent and warrant to the Company and its Members that he, she or it shall not operate, or be affiliated in way with any entity other than the Company that operates, in, under, or pursuant to the Massachusetts Cannabis Control Commission under the Economic Empowerment Priority Review and Social Equity Program.

(c) The Parties acknowledge and agree that a monetary remedy for breach of this Section 4.12 may be inadequate, impracticable and to difficult to prove, and further agree that such breach may cause the Company or a Member aggrieved under this Section 4.12 (for purposes of this Section 4.12 only, an “Aggrieved Member”) irreparable harm. Accordingly, the Parties agree that the Company or an Aggrieved Member may enforce this Section 4.12 by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm (having agreed that actual and irreparable harm will result from such breach). By seeking injunctive relief and/or specific performance, the Company or an Aggrieved Member shall not be precluded from seeking or obtaining any other relief to which the Company or such Aggrieved Member may be entitled. The Parties further agree that the Company or any Aggrieved Member, as applicable, shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Parties acknowledge that in the absence of a waiver, a bond or undertaking may be required of the Company or any Aggrieved Member by a court, and the Parties nonetheless hereby waive any such requirement of a bond or undertaking.

ARTICLE V MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Exclusive Management by Manager. Except as otherwise required by the Act, the Certificate or the terms of this Agreement, the business, property and affairs of the Company shall be managed exclusively by the Manager. The Company may enter into a management agreement with the Manager, which agreement may provide for compensation to the Manager. Except for situations in which the approval of the Members is expressly required by the Act, the Certificate or this Agreement, the Manager, acting at all times in the best interest of the Company, shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business, property and affairs.

5.2 Management Responsibilities. The Manager may from time to time determine how to share or delegate the management responsibilities in their sole discretion.

5.3 Duty of Manager. The Manager must discharge the duties of a Manager in accordance with the Manager's good faith business judgment in what the Manager believes is in the best interests of the Company; provided that the Company is in strict compliance with applicable laws at all times. The Manager shall not have any liability by reason of being or having been a Manager unless such Manager intentionally, or in a grossly negligent fashion, violates, or causes the Company to violate, applicable laws. The Manager, whether a Member or otherwise, shall owe a duty of loyalty to the Company.

5.4 Election, Resignation and Removal of Manager.

(a) Number and Qualification. The number of initial Managers of the Company shall be one (1). The Company's initial Manager shall be DBD, LLC, a Delaware limited liability company. Any subsequent or replacement Manager shall be chosen by the Members.

(b) Resignation. The Manager may resign at any time by giving written notice to the Members without prejudice to the rights, if any, of the Company under any contract to which the resigning Manager is a party. The resignation of the Manager shall take effect upon the receipt of that notice or at such later time as shall be specified in the notice, or upon the election of a new Manager; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

(c) Removal. The Manager may be removed: (i) upon committing acts of gross negligence, willful misconduct or fraud; or (ii) by the Members.

(d) Vacancies. Any vacancy occurring for any reason of the Manager may be filled by the vote of Members.

5.5 Devotion of Time. The Manager shall devote whatever time, effort, and skill the Manager deems appropriate for the operation of the Company.

5.6 Payments to Manager. The Company may pay the Manager a fee for services or reimburse the Manager for their reasonable expenses incurred in conducting business on behalf of the Company. The Company may also enter into a management agreement with the Manager.

5.7 Officers. The Manager may, but shall not be required to, appoint officers at any time.

5.8 Limited Liability. No Person who is a Manager or officer or both a Manager and officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation

arises in contract, tort, or otherwise, solely by reason of being a Manager or officer or both a Manager and officer of the Company.

5.9 Indemnification. The Manager shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed by the Manager within the scope of the authority conferred on the Manager by this Agreement and within the standard of care specified in Section 5.3 hereof. The Company shall indemnify the Manager for any act performed by the Manager within the scope of the authority conferred on the Manager by this Agreement, or for any failure to take any action, unless the Manager has breached or failed to perform the Manager's duties under this Agreement, and the breach or failure to perform constitutes grossly negligent or reckless conduct, intentional misconduct, a knowing violation of law, or a breach of the Manager's duties as set forth in Section 5.3 hereof.

ARTICLE VI ALLOCATIONS OF NET PROFITS AND LOSSES, DISTRIBUTIONS AND PAYMENTS

6.1 Allocation of Net Profits and Net Losses. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, to each Member in accordance with that Member's Membership Interest.

6.2 Special Allocations. If any Member unexpectedly receives any adjustment, allocation, or distribution as described in Treasury Regulation §1.704-1(b)(2)(ii)(d)(4)-(6), items of Company gross income and gain shall be specially allocated to that Member as quickly as possible in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by the adjustment, allocation, or distribution. Any special allocation under this Section 6.2 shall be taken into account in computing subsequent allocations of Profits and Losses, so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 6.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations §§1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with those Regulations.

6.3 Unrealized Appreciation or Depreciation. Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be treated in accordance with applicable law.

6.4 Allocation of Cash. All cash resulting from the normal business operations of the Company and from a Capital Event shall be distributed among the Members in proportion to their Membership Interests at such times as the Members may agree.

6.5 Allocation of Noncash Proceeds. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of the property shall be as determined by the Members. Noncash proceeds shall then be allocated among all the Members in

proportion to their Membership Interests. If noncash proceeds are subsequently reduced to cash, the cash shall be distributed to each Member in accordance with Section 6.4.

6.6 Liquidation. Notwithstanding any other provisions of this Agreement to the contrary, when there is a Distribution in liquidation of the Company, or when any Member's Membership Interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under this Article VI, and other credits and deductions to the Members' Capital Accounts shall be made before the final Distribution is made. The final Distribution to the Members shall be made to the Members to the extent of and in proportion to their Membership Interests.

ARTICLE VII TRANSFER AND ASSIGNMENT OF INTERESTS

7.1 Dissociation. A Member may dissociate from the Company at any time by giving Notice of Dissociation to all other Members at least one hundred eighty (180) calendar days before the effective date of dissociation. Dissociation shall not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of dissociation. A dissociating Member shall divest the Member's entire Membership Interest before the effective date of dissociation in accordance with the transfer restrictions and option rights set forth below.

7.2 General Restrictions on Transfer. Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or later acquired, unless (1) the other Members unanimously approve the Transferee's admission to the Company as a Member and (2) the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding twelve (12) months, shall not cause the termination of the Company under IRC §708(b)(1)(B). No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless the Encumbrance has been approved in writing by all the other Members. Any Transfer or Encumbrance of a Membership Interest without that approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may Transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse or domestic partner, and the Member's issue if the Member retains a beneficial interest in the trust and all of right to vote or manage the Company included in the Membership Interest.

ARTICLE VIII ACCOUNTING, RECORDS, REPORTING BY MEMBERS

8.1 Books and Records. The books and records of the Company (the "Books and Records") shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes. The Company shall maintain the Books and Records as provided for in the Act.

8.2 Delivery to Members and Inspection. Upon the request of any Member for purposes reasonably related to his, her or its Membership Interests, and with reasonable notice to

the Manager, a Member may inspect during normal business hours any of the Company records described in Section 8.1.

8.3 Filings. The Manager, at the Company's expense, shall cause the tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at the Company's expense, shall also cause to be prepared and timely filed, with appropriate federal and state/commonwealth regulatory and administrative bodies, amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current Applicable Laws, rules, and regulations. If the Manager is required by the Act or another state's or commonwealth's laws to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any other Member may prepare, execute and file that document.

8.4 Bank Accounts. The Manager shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

8.5 Tax Information and Partnership Representative. Within ninety (90) days after the end of each taxable year of the Company, the Company shall send to each of the Members all information necessary for the Members to complete their federal and state/commonwealth income tax or information returns, and a copy of the Company's federal, state/commonwealth, and local income tax or information returns for that year. Joseph Rubin shall be the Partnership Representative for purposes of the Code, unless otherwise determined by the Manager. The Partnership Representative will promptly notify the Members of any correspondence received from the U.S. Internal Revenue Service or any taxing authority that relates to an issue that could result in the Company or any Member incurring a liability in excess of ten thousand dollars (\$10,000) (a "Tax Matter"), will keep the Members reasonably apprised during any Tax Matter, will not settle any Tax Matter in a manner materially disproportionately adverse to any Member without such Member's prior written consent (not to be unreasonably withheld), and will not make any tax election on behalf of the Company that would have a material, disproportionate and adverse impact any Member without such Member's prior written consent (not to be unreasonably withheld). Notwithstanding any of the foregoing, in the event a Member was inadvertently not sent a notice which ultimately results in that Member's tax liability that exceeds ten thousand dollars (\$10,000), the Partnership Representative shall have no liability hereunder as long as the Partnership Representative believed in good faith that such tax-related correspondence would not constitute a Tax Matter.

ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up upon the first to occur of the following:

- (a) Upon the happening of any event of dissolution specified in the Certificate;
- (b) Upon the vote of Members;

- (c) Upon the entry of a decree of judicial dissolution; or
- (d) Upon the sale of all or substantially all of the assets of the Company.

9.2 Winding Up. Upon the dissolution of the Company, it shall engage in no further business other than that necessary to wind up its business and affairs. The Members winding up the Company's affairs shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the Company's records. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of Liquidation.
- (b) To repay any outstanding loans to Members. If there are insufficient funds to pay those loans in full, each Member shall be repaid in the ratio that the Member's respective loan, together with accrued and unpaid interest, bears to the total of all those loans from Members, including all interest accrued and unpaid on those loans. Repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.
- (c) Among the Members pro rata in accordance with their respective Percentage Membership Interests.

9.3. Payment upon Dissolution/No Recourse. Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, the Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement.

ARTICLE X MISCELLANEOUS

10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the Members or any of them. No representation, statement, condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever. To the extent that any provision of the Certificate conflict with any provision of this Agreement, the Certificate shall control.

10.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

10.3 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and Manager and their respective successors and assigns nor shall

anything in this Agreement relieve or discharge the obligation or liability of any third Person to any Party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any Party to this Agreement.

10.4 Confidentiality. The provisions of this Agreement, as well as the knowledge of the existence of the current Members and Manager and will be held in strictest confidence by the Members and will not be publicized or disclosed in any manner whatsoever; provided, however, that: (a) Members may disclose this Agreement in confidence to their immediate family; (b) the Members may disclose this Agreement in confidence to their respective attorneys, accountants, auditors, tax preparers, and financial advisors; (c) Members may disclose this Agreement as necessary to fulfill standard or legally required corporate reporting or disclosure requirements; and (d) the Members may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, Members agree not to disclose the terms of this Agreement to any current or former employer(s) of Members or any companies remotely believed or understood to be in competition with Company.

10.5 Pronouns; Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter gender, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned. The words "herein," "hereof" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" when used in this Agreement is not exclusive and, unless the context otherwise requires, means "and/or". References to "include," "includes" and "including" are deemed to be followed by "without limitation".

10.6 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

10.7 Interpretation. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or the Member's counsel. The covenants, agreements and provisions contained herein shall not be construed in favor of or against any of the Members, but shall be construed as if each of the Members prepared this Agreement.

10.8 References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

10.9 Jurisdiction. Except as otherwise provided herein, the Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts and specifically the Act and the application or interpretation thereof.

10.10 Dispute Resolution. In the event that any disagreement, dispute or claim arises among the Parties with respect to the enforcement or interpretation of this Agreement or any

specific terms and provisions hereof or with respect to whether an alleged breach or default hereof has or has not occurred (collectively, a "Dispute"), such Dispute shall be settled in accordance with the following procedures:

(a) Meet and Confer. In the event of a Dispute among the Parties, a Party may give written notice to all other Party setting forth the nature of such Dispute (the "Dispute Notice"). The Parties shall meet and confer to discuss the Dispute in good faith within ten (10) days following the other Party's receipt of the Dispute Notice in an attempt to resolve the Dispute. All representatives shall meet at such date(s) and time(s) as are mutually convenient to the representatives of each participant within the "Meet and Confer Period" (as defined herein below).

(b) Mediation. If the Parties are unable to resolve the Dispute within thirty (30) days following the date of receipt of the Dispute Notice by the other parties (the "Meet and Confer Period"), then the Parties shall attempt in good faith to settle the Dispute through nonbinding mediation under the Rules of Practice and Procedures (the "Rules") of ADR Services, Inc. (the "ADR Services," which shall refer to any other neutral service that may be selected by the Parties). A single disinterested third-party mediator located in Los Angeles County, California shall be selected by ADR Services in accordance with its then current Rules. The Parties to the Dispute shall share the expenses of the mediator and the other costs of mediation on a pro rata basis.

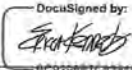
(c) Arbitration. Any Dispute which cannot be resolved by the Parties within sixty (60) days following the end of the Meet and Confer Period shall be resolved by final and binding arbitration (the "Arbitration"). The Arbitration shall be initiated and administered by and in accordance with the then current Rules of ADR Services. The Arbitration shall be held in Los Angeles County, unless the Parties mutually agree to have such proceeding in some other locale; the exact time and location shall be decided by the arbitrator(s) selected in accordance with the then current Rules of ADR Services. Other than matters governed by the Act, the arbitrator(s) shall apply Massachusetts substantive law, or federal substantive law where state/commonwealth law is preempted. The arbitrator(s) selected shall have the power to enforce the rights, remedies, duties, liabilities, and obligations of discovery by the imposition of the same terms, conditions, and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the Commonwealth of Massachusetts. The arbitrator(s) shall have the power to grant all legal and equitable remedies provided by Massachusetts law and award compensatory damages provided by Massachusetts law, except that punitive damages shall not be awarded. The arbitrator(s) shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The arbitration award may be enforced through an action thereon brought in the Superior Court for the State of California in Los Angeles County. The prevailing party in any Arbitration hereunder shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and any other expenses incurred directly or indirectly with said Arbitration, including without limitation the fees and expenses of the arbitrator(s).

THIS ELECTION OF AN ALTERNATIVE DISPUTE PROCESS IS AN AFFIRMATIVE WAIVER OF THE PARTIES' RIGHTS TO A JURY TRIAL UNDER MASSACHUSETTS LAW. BY SIGNING BELOW, EACH PARTY IS EXPLICITLY WAIVING JURY TRIAL AND AUTHORIZING ANY AND ALL PARTIES TO FILE THIS WAIVER WITH ANY COURT AS THE WAIVER REQUIRED UNDER MASSACHUSETTS LAW:

JURY TRIAL WAIVED:

MEMBERS:

WHISK & JANE LLC

By: 
Ericca Kennedy
Authorized Signatory

DBD, LLC

By: 
Joseph Rubin
Authorized Signatory

10.11 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

10.12 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid shall not be affected thereby.

10.13 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

10.14 Notices. Any notice to be given or to be served upon the Company or any Party hereto in connection with this Agreement must be in writing (which may include facsimile) and will be deemed to have been given and received when delivered to the address specified by the Party to receive the notice. Such notices will be given to a Member or the Company at the address specified in Exhibit A hereto. Any Party may, at any time, by giving five (5) days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

10.15 Amendments. All amendments to this Agreement, shall be in writing, and be signed and approved by the Manager.

10.16 Reliance on Authority of Person Signing Agreement. If a Member is not a natural person, or is a trustee of a trust that is the Member, neither the Company nor any other Member will (i) be required to determine the authority of the person signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such person; or (ii) be responsible for the application or distribution of proceeds paid or credited to the person or persons signing this Agreement on behalf of such entity.

10.17 No Interest in Any Company Property: Waiver of Action for Partition: Judicial Dissolution. No Member or any successor or assign of such Member has any interest in any specific property of the Company. Without limiting the foregoing, each Member and any

successor or assign of such Member irrevocably waives during the term of the Company any right that the Member or any successor or assign of such Member may have to maintain any action for partition with respect to the property of the Company and agrees not to initiate or further any action (other than in defending against the claim for judicial dissolution of the company) leading to a judicial dissolution of the Company.

10.18 Multiple Counterparts/ Electronic Copies. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature on this Agreement, or any joinder or other document ancillary thereto, which signature is transmitted by facsimile or email (in non-editable format such as "pdf") shall be deemed the equivalent of an original ink signature for all purposes.

10.19 Attorneys' Fees. If any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

10.20 Time is of the Essence. All dates and times in this Agreement are of the essence.

10.21 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Person may be lawfully entitled.

10.22 Survival. Except by specific written agreement to the contrary, the covenants and provisions contained herein, to the extent that the same are necessary and applicable as shown by the content thereof, shall constitute continuing obligations between the Members beyond the dissolution of the Company.

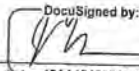
[Signature page follows]

IN WITNESS WHEREOF, the Company and the Members agree to the foregoing terms and have executed this Agreement as of the Effective Date.

COMPANY:

DB DELIVERY MA, LLC, a Massachusetts limited liability company, by DBD, LLC, a Delaware limited liability company, its manager

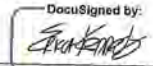
By:

DocuSigned by:

Joseph Rubin
43AA12429642422...
Authorized Signatory

MEMBERS:

WHISK & JANE LLC, a Massachusetts limited liability company

By:

DocuSigned by:

Ericca Kennedy
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Authorized Signatory

DBD, LLC, a Delaware limited liability company

By:

DocuSigned by:

Joseph Rubin
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Authorized Signatory

EXHIBIT A**Names, Addresses, Capital Contribution, and Membership Interest as of June 23, 2020**

Name	Address	Initial Capital Account	Membership Interest of Company as a whole
Whisk & Jane LLC	192 N. Front St., Unit 1 New Bedford, MA 02746	\$51	51%
DBD LLC	1801 S. La Cienega Blvd. Ste. 301 Los Angeles, CA 90035	\$49	49%

Address for notices to the Company:

DB Delivery MA, LLC
6 Liberty Square #2288
Boston, MA 02109
Attn.: Manager

Doobie

Happiness delivered

Insurance Plan Pertaining to a
Marijuana Delivery Operator

Doobie is committed to the health and safety of our team members, customers, Host Community and the communities-at-large.

In accordance with 935 CMR 500.145 (6) (c); 935 CMR 500.101 (2); 935 CMR 500.105 (10) Doobie shall obtain an insurance policy that includes general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence. Vehicles used in Doobie's fleet shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.

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Novus Underwriters

2601 Main St.
Irvine, CA. 92614
310-713-2015

May 27, 2020

To Whom It May Concern,

Joseph Rubin, Co-owner of Doobie, has contacted our firm regarding insurance and risk management for his soon to be established Cannabis Delivery operation.

Novus Underwriters is a licensed Commercial Property and Casualty Insurance Brokerage, including holding licenses (including Surplus Lines) in the State of Massachusetts. Novus Underwriters has the capabilities, and currently provides insurance to all types of companies, including Cannabis Delivery and other Cannabis Related Companies

In order to fully protect the interests of Doobie, we will procuring

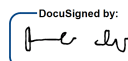
- General Liability for both the premises and operations of the company.
- Product Liability covering all items delivered by the company,
- Worker's Compensation providing coverage for all employees and agents of the company,
- Inventory and Business Property protection, and of course,
- Commercial Auto insurance.

We have the capability of also providing ancillary coverages, as well as any surety bonds required by the state or local authorities.

We will be working with both Doobie and the insurance carriers to make sure all necessary safety and risk precautions are taken in compliance with federal, state, and local laws.

Should you have any further questions, please don't hesitate to reach out.

Sincerely,

DocuSigned by:


7F80D06FF0CF4E5...
David Paletz, Esq

Senior Regional Director, Novus Underwriters.

Doobie

Happiness Delivered

Marijuana Delivery Operator
Business Plan

For Consideration by
Cannabis Control Commission



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Meet Doobie

Overview

Doobie



Doobie is one-stop cannabis shopping, with exceptional customer service and dependable delivery of finished cannabis, and cannabis related products - directly from Doobie's Host Delivery Hub (HDH). Doobie was established in 2020, by the Applicant's Principal's, as an advanced solution to a post-pandemic life. *Happiness Delivered* is Doobies' commitment to leave the world a better place than we found it - we do that by doing good.

We combine a concierge-like personal shopping and education experience consumers seek from high-end cannabis retailers, with the convenience of home delivery they expect from platforms such as DoorDash and Uber Eats.

Cannabis regulars will find purchasing a breeze as they quickly discover all their favorite products in the menu (e.g., flower, pre-rolls, edibles, concentrates, beverages, tinctures, topicals, etc.), and have access to curated premium offerings. Cannabis newbies can feel confident in their purchases by chatting (or texting) with Doobie's *Customer Experience Consultants*, before they hit the buy button.

It's a Pleasure to Introduce Doobie

WHO WE ARE

We are a team of scrappy go getters, entrepreneurs, parents, consumers, corporate transplants, and creatives who think that it's high-time that the cannabis industry acknowledge that anything is possible when empowerment catalyzes more empowerment.

Doobie was launched in 2020 to serve a fast-growing market. We are built for a post-pandemic world, and we've taken the time to think about what it means to work, play, be an employee, be a consumer, and be kind to humanity in the process - our goal is to provide our team, our customers, and the the community with a safe, healthy and sustainable experience.

At Doobie we do things a little differently, because cannabis is a little bit different (ok, a lot different) than it was twenty, ten, or even five years ago. It's easy to get overwhelmed — so we've done the hard work for you.

Our curated selection is wide enough to accommodate all kinds of cannabis users, but specific enough to offer only the best. Whether you're a first-timer, a seasoned stoner, a pioneer of pain relief, or just curious—there's something right for you, and we'll bring it to your doorstep. Whatever your reason for the green — we got you. Happiness delivered.

Executive Summary

Location

Market Analysis

Competitive Edge



Doobie has selected a location that adheres to both local and state regulations, laws, by-laws, and ordinances. The location is not sited near any residential homes or schools, and is further located in an Industrial District. The location faces a major highway and is setback from a bustling commercial strip.

The Doobie location is part of our competitive edge - the location allows for access to multiple roadway conduits, to maintain ambitious delivery times, and further mitigates the impact on local traffic.

Market Analysis

Wareham, MA

Host Community Market Size: 22,666

Host Community Median Income: \$65,825

Direct Market Competitors (within the Host Community): 2

Please Note -The Town of Wareham has a Delivery Operator license cap of three (3)



Why Wareham: Innovative Business Hub
Diverse Employee Market
Conduit Community
It's Our Home

Doobie Competitive Edge

Doobie brings access and convenience to the MA adult-use recreational market. The combination of Doobie's unique brand pillars work together to form the company's competitive advantage.

FLEXIBLE, ASSET LIGHT OPERATIONAL MODEL	EARLY TO MARKET	RELENTLESS FOCUS ON CUSTOMER	ENGAGING BRAND PERSONALITY	SOCIAL IMPACT ETHOS
Rapid growth and strong margins	Early mover in emerging markets	Customer loyalty and high lifetime customer value	Fast customer acquisition and organic growth	Quadruple bottom line results

In accordance with 935 CMR 500.146 (12) Doobie stays committed to fair market business practices. Doobie will not monopolize markets within Massachusetts by becoming the only supplier of a Marijuana commodity. In accordance with section 935 CMR 500.000, Doobie will not control commodity markets of cannabis goods within the state or region.



Engaging Brand Personality

Our Core Brand Promise: Easy, convenient delivery of all your favorite cannabis products (with a side of happiness).

Relentless Focus on the Customer

Recognizing that the competitive set does not focus on providing adequate customer service, Doobie has jumped into the service void, providing customers with an excellent, unparalleled shopping and delivery experience.

The "Doobie Difference" is an approach to cannabis delivery that empowers consumers to be confident in their choices and delighted with their experiences.

Our customers are "wowed" with choice and convenience, their personalized shopping experience, and the broad array of educational information available through the Doobie platform. Doobie customers come back for more, boosting lifetime customer value.





**Ring!
Ring!**

Solution to “Saturday Morning” Lines

Doobie brings cannabis and cannabis related products directly to your door.

Establishment Timeline

May 27, 2021	Delivery Operator Pre-Certification Submitted
Jun 17, 2021	Community Outreach Meeting
Jun 29, 2021	Delivery Operator Pre-Certification Approval
July 1, 2021	Meeting to Approve Host Community Agreement
July 7, 2021	Execution of Host Community Agreement
Sept 13, 2021	Filed SPZ Site Plan Review Application
Sept 16, 2021	Town of Wareham Approved Lease for 4 Recovery Road Host Community Agreement Amendment filed with the Town of Wareham for change of address
Sept 21, 2021	Town of Wareham Board of Selectmen voted to approve HCA address amendment
Oct 19, 2021	Anticipated Date Provisional License to be deemed complete / File Building Permits / Begin Advertising for Hiring
Oct 21, 2021	Advertisement in the Wareham Week for Job Fair
Oct 27, 2021	Special Permit, Site Plan Review and anticipated Approval / Anticipated Date Provisional License Approved / Provisional License Approved
Oct 28, 2021	Advertisement in the Wareham Week for the Job Fair / Begin Executing Wholesale Purchase Agreements / Job Fair at the Wareham Town Hall
Nov 7, 2021	Begin Hiring/ Training
Nov 12, 2021	Begin Building Improvements / Hiring/ Training
Nov 17, 2021	SPZ Granted / Recorded with Town of Wareham Clerks Office and the Plymouth County Registry of Deeds / Hiring/ Training
Nov 23, 2021	Purchase Delivery Fleet
Nov 23, 2021	Delivery Fee: Fitted to Meet Commission Regulations
Nov 30, 2021	Facilities Improvements Completed / Building Inspections / COO Granted / Cannabis and Cannabis Related Product Inventory Transported and Stored in HDH in accordance with Commission Regulations
Week 1	Post Provisional License Inspection / Final License Approved/ Commence Operations within three (3) days

Company Culture

Purpose, Mission & Vision

Core Values

Communication

Diversity, Equity & Inclusion

Diversity Plan

Driven by Action

Statements we are proud to stand-by.

Doobie's Purpose

We believe a healthy life begins with a happy life.

Doobie's Mission

Deliver moments of happiness through cannabis.

Doobie's Vision

We envision a world where everyone has access to happiness
and well-being.

Core Values



Customer Service

Every customer's experience with Dooble should be extraordinary. Whether it's responding to customers or potential hires, we always strive to support others.



Diversity & Inclusion

We believe in the diversity of ideas and people because our differences make us stronger together.



Together As One

We're a group of scrappy, go-getters, who believe no task is too small and that we're better together.



Doing Good

Doing good is embedded in Dooble's DNA. We're always looking for ways to better our community and we empower our employees to do the same.



Flexibility

We believe juggling multiple responsibilities means prioritizing one over the other on certain days. Flexibility allows everyone to prioritize their needs and leads to happier, healthier lives.

Communication

We always want to hear employees ideas!

1. Our goal is for all team members to feel comfortable sharing their vision, ideas and thoughts on how Doobie can do better. We love new ideas and iterating on old ones. We're in it together!
2. We want to ensure all employees have a safe, positive, and healthy working environment. We encourage Doobie team members to share and express their thoughts, questions and concerns with Human Resources, team managers, or co-founders. Creating a safe and comfortable working environment is our top priority.
3. Doobie will provide each employee with the tools they require, at their individual level of need, in order to ensure they can be successful at their respective position. If you need any additional resources, please contact your team manager or the co-founders.
4. We believe in flexibility and empowering our team to prioritize their needs. If this means taking a weekday off and making up hours on the weekend instead, we encourage it. Just let us know beforehand.

Diversity, Equity, and Inclusion

Show up as your authentic self - be valued for who you are and the unique perspective that you offer.

Diversity	Equity	Inclusion
At Doobie, we value our differences. We believe our diversity makes us stronger and have built a team that is representative of that.	Doobie is further committed to fostering a positive work environment and recruiting team members that want to live-work in the community of Wareham - full-time-non-executive employees will receive an equity share in Doobie. On the fourth (4th) anniversary from the beginning date of an individual's full-time employment a Doobie equity share shall be considered mature.	Doobie is committed to meeting team members at their individual level of need, by providing each team member with the tools that they need in order to be successful at their position.

- Doobie shall adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
- Any actions taken, or programs instituted, by Doobie will not violate the Commission's regulations with respect to limitations on ownership, or control, or other applicable state laws.
- Doobie acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure and each year thereafter).

Diversity Plan - (hiring)

Doobie respects, and values, the unique differences of our employees. Doobie is committed to creating a safe, and tolerant work environment, and shall further provide a handbook and training. Doobie shall implement a zero-tolerance policy for blatant, and or veiled, discriminatory acts, conscious or un-conscious bias, and micro-aggressions.

It's no secret that the disparities within the newly profitable cannabis industry are vast. We see it as our responsibility to help level the playing field, and create opportunities of ownership for non-executive employees of Doobie.

Doobie is further committed to fostering a positive work environment and recruiting team members that want to live-work in the community of Wareham - on the fourth (4th) anniversary from the beginning date of operations Doobie will offer full-time, non-executive employees, that have worked for four (4) years with Doobie, equity shares in Doobie's Delivery Operations.

Goal	Program	Metric	Timeline
75% Diverse workforce: <ul style="list-style-type: none">- 50% BIPOC- 30% women- 5% LGBTQIA+- 5% Disabled- 3% Senior- 2% Veterans	<p>Doobie shall post monthly advertisements in the local paper, Wareham Week, stating that Doobie is hiring and we encourage persons that identify as BIPOC, women, LGBTQIA+, veterans, seniors, and those with physical and mental disabilities to apply.</p> <p>Doobie will also host a job fair in the Town of Wareham, at the Wareham Town Hall, the event. Doobie will host a job fair at the Town Hall once every six (6) months until all available Doobie positions are filled. Doobie will advertise job fairs for two consecutive calendar weeks, prior to each job fair, by placing an ad in the Wareham Week.</p> <p>Doobie will post monthly advertisements for available positions on sites such as indeed, Facebook, and LinkedIn. Doobie will post local job listings on the Wareham Town Hall free community bulletin board, located in the Town Hall.</p>	<p>Doobie shall count the individuals hired, from the beginning date of operations.</p> <p>This number will be assessed, from the approval date of the provisional license, to ensure that Doobie meets or exceeds this goal.</p>	<p>The progress, and or success, of the Doobie hiring goal must be documented upon renewal (one year from provisional licensure, and each year thereafter).</p>

Diversity Plan - (highlight)

Doobie is committed to amplifying the voices of marginalized persons. Doobies' internal diversity plan for hiring practices will have a ripple impact by highlighting the diversity at Doobie.

Goal	Program	Metrics	Timeline
<p>Celebrate and acknowledge the diversity of Doobie employees, on a regular, and consistent basis - by creating 12 Doobie mosaics per year.</p>	<p>The Doobie Mosaic</p> <p>A digital mosaic will be installed in the lobby of Doobies' delivery facility. The Doobie Mosaic will be on a monitor no less than 48", and will highlight the following:</p> <ul style="list-style-type: none"> - Doobies' Founders commitment to Diversity, Equity and Inclusion - A highlight of Doobie employees that acknowledges individual strengths, their most effective way of communicating, and how their individual perspective helps to make Doobie better - Cultural Holiday's - Globally recognized days that address discrimination <p>As part of the onboarding process Doobie will offer all new hires the opportunity to fill out an optional survey, in order to participate in the Doobie Mosaic,</p>	<p>Doobie will keep a digital file of the Mosaic x Doobie monthly boards.</p> <p>Doobie shall provide employees with an anonymous survey, on the twelve (12) month anniversary from the beginning date of operations to see if the Mosaic x Doobie has been effective in the following ways:</p> <ol style="list-style-type: none"> 1. Did the Doobie Mosaic help to make the employee feel recognized on a regular basis 2. Was the Doobie Mosaic helpful to the employee in interacting with their fellow team members, in a more thoughtful way 3. What would the employee like to see added to the Doobie Mosaic; to help improve Doobies' Commitment to Diversity <p>The anonymous responses will be documented for license renewal.</p>	<p>The progress, and or success, of the Doobie Hiring goal must be documented upon renewal (one year from provisional licensure, and each year thereafter).</p>
<p>Recognize Diversity in</p> <ul style="list-style-type: none"> - Race - Generation - Gender - Sexual Orientation - Religion - Culture - Disability - Background - Experience - Communication Style 			

Community Impact

**Being a Good Neighbor
Positive Impact Plan**

Being a Good Neighbor

Demonstrating that Doobie won't be a nuisance to the community.

TRAFFIC & PARKING PLAN

Doobie will strictly operate as a product storage and distribution facility - the onsite sale or consumption of recreational cannabis or cannabis related products is STRICTLY PROHIBITED. Customers, 21 years of age or older, are prohibited from physically entering the Doobie HDH to browse, shop, or pick up an order. All persons entering the Doobie HDH will be team members, contractors, vendors, pre-approved visitors, Local and State inspectional services and media.

There will never be onsite customer traffic or parking associated with the proposed establishment of Doobie.

Doobie's fleet of secure-unmarked vehicles will be parked and stored overnight at the Doobie HDH.

The transfer of all cannabis and cannabis related products from the HDH to the Doobie vehicles, used to transport individual orders, will be done in a designated loading area.

The Doobie HDH has the ability to park over 10 delivery vehicles overnight.

Doobie anticipates beginning operations with 4 delivery vehicles and increasing the number of vehicles in the delivery fleet as the market demand increases.

Each Doobie delivery vehicle is expected to return to the HDH on average three (3) to four (4) times per day.

Upon Local and State approvals, Doobie will deliver to municipalities within one driving hour of the proposed Wareham, Massachusetts HDH, within State lines, and within municipalities that allow for the recreational sale of cannabis, and to allowable residential addresses.

The establishment of Doobie should not have any adverse impacts on vehicle or foot traffic - surrounding the Doobie HDH.

Being a Good Neighbor

Demonstrating that Doobie won't be a nuisance to the community.

PROPOSED HOURS OF OPERATION

To remain in compliance with 935 CMR 500.145 (4) (m), Doobie shall limit the times of operation to ensure all deliveries will be completed prior to 9:00 P.M., or the time allowed by the Host Community. Doobie is proposing to deliver finished marijuana and marijuana related products between the hours of 8:00 A.M. to 9:00 P.M., if allowable delivery times are not further restricted or expanded by local governance. Doobie shall comply with municipal bylaws and ordinances.

Doobie will seek to partner with socially-aware and environmentally-responsible State approved Massachusetts cultivators, manufacturers, micro-businesses, and co-operatives that offer a carefully curated collection of finished cannabis and cannabis related products - that strive to focus on the advancement of State approved Economic Empowerment and Social Equity applicants, as well as disadvantaged businesses - to ensure that products offered and delivered by Doobie, during our hours of operation, support said individuals and businesses.

The goal of Doobie is for our customers, no matter who they are, to feel comfortable being educated about cannabis and to know their purchase will arrive safely, and securely; as we will work to continuously lead cannabis delivery industry standards - with a viable and sustainable business model, by seeking to become a Delivery Operator licensee.

Cannabis consumers will be able to browse our online boutique powered by the user friendly interface Dutchie, and will be given the opportunity to receive personal attention from our professionally trained team via private virtual or telephone consultations - customers 21 years of age and older can dial Doobie on our Highline. Doobie will connect with our customers to provide them with an intimate experience at every turn and Doobie will further meet each of our customers at their individual level of need. Doobie is seeking Host Community and State approval for the ability to warehouse and further deliver finished-cannabis and cannabis related products, for individual orders (for customers 21 years of age and older), directly from our Host Delivery Hub (HDH). Doobie will verify the age of ALL customers, as being 21 years of age or older, prior to beginning, and completing an on-line, telephone or text order.

Customers, 21 years of age and older, will have the ability to place orders 24/7 through the Doobie web-based platform. However, verified customer orders will begin being processed for the day 15 minutes prior to the allowed delivery time and orders will stop being fulfilled 50 minutes prior to the closing for the allowed delivery time - orders will only be delivered during delivery times that have been pre-approved by the Host Community and to municipalities, within the Commonwealth of Massachusetts, that allow for the recreational sale of cannabis.

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Being a Good Neighbor

Demonstrating that Doobie won't be a nuisance to the community.

MITIGATING THE SMELL OF CANNABIS

Doobie will strictly warehouse, and deliver (to persons 21 years of age and older) finished cannabis and cannabis related products. Doobie will NOT handle any unpackaged cannabis or cannabis related products from its HDH. Doobie is able to mitigate the smell of cannabis in, and or around the HDH by not having any open containers, or packages of cannabis or cannabis related products.

The Doobie HDH premises shall be a smoke and vape free establishment.

Doobie will require employees to be cannabis, alcohol and tobacco free during work hours.

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Being a Good Neighbor

Demonstrating that Doobie won't be a nuisance to the community.

RESTRICTING ACCESS TO THE HDH - ALL PERSONS MUST BE 21 YEARS OF AGE OR OLDER

Doobie will NEVER be open to the public, and will further restrict access to the establishment to authorized parties 21 years of age and old.

Ingress and egress points at the Doobie HDH will remain locked at all times.

All employees must present valid identification, prior to receiving confirmation of employment, and further confirm their age through the Cannabis Control Commission, before finalization of an employment offer.

All employees must scan their Doobie credentials, at multiple check points, including prior to entry into the HDH.

Authorized visitors must present valid identification at the front door of the establishment (prior to initial entry), as well as inside of the main security check, located in the lobby. Valid Government issued identification must include a picture, as well as a date of birth. Temporary forms of identification will NOT be accepted.

Any persons entering or exiting the HDH will have to present proper credentials, or valid identification.

All persons inside of the HDH will have to visibly display proper credentials at all times, and with the exception of current employees all credentials MUST be returned prior to an individual exiting the establishment.

Positive Impact Plan

In accordance with 935 CMR 500.101 (a) (11) the following plan to positively impact areas of disproportionate impact, as defined by M.G.L. ch. 94G 4 (a 1/2) (iv.) shall be implemented. Doobie shall pursue the following plan to positively impact disproportionately harmed areas.

Under 935 CMR 500.101 (2) Doobie shall demonstrate that progress and success has been made, upon each license renewal. Doobie's positive impact plan shall adhere to the requirements set forth in 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by Doobie, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable State laws.

Small Business & Artist Support

Being a part of the up and coming MA cannabis industry is a privilege. Doobie is uniquely positioned to drive consumer based traffic to our site, and further support small businesses directly and indirectly related to cannabis. Doobie has the capabilities to highlight local businesses, events and programs, through www.trydoobie.com. The Doobie platform will feature a hyperlink for the Town of Wareham, the link will feature complimentary advertising through www.trydoobie.com, for small businesses, and artists based in the Town of Wareham - as the Town of Wareham is a geographic area identified by the Commission as being disproportionately harmed by cannabis prohibition.

Goal	Program	Metric	Timeline
To offer complimentary brand placement for at minimum one (1) small businesses per month, located in the Town of Wareham, on the Doobie website.	<p>Doobie shall post quarterly advertisements in the local newspaper, Wareham Week, stating that Doobie is looking for Town of Wareham based businesses to be featured on the Doobie website.</p> <p>Doobie will utilize Facebook, LinkedIn, Indeed, and any other relevant social media platforms to meet the one (1) business to highlight, per month goal.</p>	<p>Doobie will maintain Small Business & Artist Support metrics relating to the goal and program. Support standards will maintained, and shall be demonstrated, and presented to the CCC upon renewal of licensure (including at the one year mark).</p> <p>Doobie will begin highlighting Small Business & Artist support on the beginning date of operations and will be updated & traced based on community participation.</p>	<p>Nov - Place initial ad in Wareham Week and advertise the program on Facebook, LinkedIn, Indeed</p> <p>Dec 1 - SB/A Support</p> <p>Jan 1 - SB/A Support</p> <p>Feb 1 - SB/A Support</p> <p>Place Participation Ad</p> <p>March 1 - SB/A Support</p> <p>April 1 - SB/A Support</p> <p>May 1 - SB/A Support</p> <p>June 1 - SB/A Support</p> <p>Place Participation Ad</p> <p>July 1 - SB/A Support</p> <p>Aug 1 - SB/A Support</p> <p>Sept 1 - SB/A Support</p> <p>Oct 1 - SB/A Support</p> <p>Place Participation Ad</p> <p>Nov 1 - SB/A Support</p> <p>The program will continue on an annual timeline; provided there is Small Business & Artist participation.</p>

Random Acts of Kindness

At Doobie we have made it our goal to go the extra mile - we have found that, that road needs a bit more traveling.

The Doobie Mobile makes connecting with the community possible, and quite plainly put it's about giving the community of Wareham access to more help, and to more happiness - as the Town of Wareham is a geographic area identified by the Commission as being disproportionately harmed by cannabis prohibition.

Goal	Program	Metric	Timeline
Perform one (6) random act of kindness throughout the year, in the community of Wareham.	<p>The Doobie Mobile shall travel around the host community, of Wareham, and perform random acts of kindness.</p> <p>Doobie Mobile Random Act of Kindness shall be valued at no less than \$1,000 per act of kindness, per scheduled date.</p> <p>Doobie shall utilize platforms such as Facebook, Instagram, and Twitter to highlight the Doobie Mobile's random act of kindness.</p> <p>Random Acts of Kindness will include, but not be limited to:</p> <ul style="list-style-type: none"> - Food Purchase and Distribution - Clothing & Supply Purchase and Distribution - Purchase and Distribution of goods and meals from Wareham based restaurants and businesses <p>Program Example (November): The Doobie Mobile Purchases at minimum \$1,000 worth of frozen turkey's as well as meal supplies and from the parked Doobie mobile distributes supplies to any current or former residents of Wareham, that are in need.</p>	<p>Doobie shall maintain records for the random acts of kindness.</p> <p>Doobie shall produce records, and show receipts, of a minimum of six (6) acts of kindness, per calendar year, that can be demonstrated to the CCC.</p>	<p>The Doobie Mobile will begin delivering happiness on following dates, on a yearly basis, at a minimum</p> <p>Nov 15 Jan 15 Mar 15 May 15 July 15 Sept 15</p> <p>*The Doobie Mobile MAY perform random acts of kindness, NOT included as a part of the positive impact plan, throughout MA.</p>

Social Good

Volunteer Program
The Doobie Fund

Paid-Volunteer Program

It is important that we recognize the differences in our employees, part of that recognition is that no two people are driven by the same passions. Doobie shall encourage, and support employees to engage with the community and volunteer, in such a way that is meaningful to them, as an individual.

Goal	Program	Metric	Timeline
Full-time employees of Doobie will be reimbursed for a maximum of eight (8) hours per year calendar year to volunteer within the Town of Wareham.	Full-time employees of Doobie will have the opportunity to volunteer eight (8) hours per year, with a Town of Wareham based program, charity, or organization, and employees of Doobie will be given a volunteer bonus of \$18.00 per hour, for a maximum of the above-captioned eight (8) hours, per calendar year.	Doobie shall require employees to submit a sign-off sheet, to be completed by the organization, prior to and after completing the volunteer work. The above-captioned sheet shall feature an acknowledgement: that the volunteer is an employee of Doobie, an adult-use cannabis company, and that Doobie shall reimburse the volunteer as an employee of Doobie for up to eight (8) hours per year - the sheet will also be used to keep track of the eight (8) hour volunteer goal per employee, per year, and program effectiveness. Volunteer Program metrics will be maintained, and shall be demonstrated, and presented to the CCC upon renewal of licensure (including at the one year mark).	Employees are encouraged to volunteer as often as their personal, and professional ability allows. Doobie's Volunteer Program allows employees to receive compensation for up to (ut not to exceed) eight (8) submittable hours of volunteer time per calendar year. The volunteer program hours shall not be done during scheduled work hours. Doobie employees shall have the opportunity to choose their individual volunteer schedule and submit the time to Doobie in any eight (8) hour increment that they deem appropriate for the calendar year.

The Doobie Fund

The Doobie Fund is an internally funded and operated, national program aimed at supporting individuals with past cannabis convictions, and individuals with parents or spouses who have past cannabis convictions.

The Doobie Fund is a stepping stone for the above-mentioned individuals seeking financial support, in order to assist in meeting the gaps in their basic-living-needs. The Doobie Fund is an actionable reparative justice approach to connecting disproportionately harmed persons with the financial profits of the legal cannabis industry.

The monies (micro-grants, maximum \$1,000 per request) disbursed from the Doobie Fund (approved micro-grants) will be sent directly to the third-party biller, of the approved applicant(s)*.

Cannabis prohibition has led to insufficient community resources. This ripple effect has caused the disproportionate incarceration rates of Black and Brown people, mental and physical health related difficulties, loss of employment, and people being without homes. The Doobie Fund will aim to provide financial assistance with food, transportation, housing, healthcare, and childcare expenses, for disproportionately impacted individuals.

1% of Doobie's Net Profit will be donated directly to the Doobie Fund.

The Doobie Fund will begin distributing micro-grants on a monthly basis, beginning 18 months from the beginning date of operations (to allow Doobie adequate time to stabilize).

Applicants can reach out to Doobie on www.TryDoobie.com to apply. Applicants must consent to a CORI check in order to determine eligibility.

NOT all grant requests will be fulfilled.

Doobie shall run an independent CORI on ALL person(s) requesting support through the Doobie Fund, to ensure that they meet the non-violent standard set in order to receive a micro-grant. No grant request(s) will be approved prior to receiving the results of a CORI check. All applicants will need to allow at least a seven (7) day window before expecting a grant decision.

*With the exception of food and transportation requests Doobie will pay an approved applicant(s) third-party billing company directly. Food and transportation requests will be fulfilled in the form of grocery store gifts cards, and public/private ride-share credits.

A person(s) may only receive one (1) approved grant through Doobie every 12 calendar months.

The Doobie Fund will be advertised on TryDoobie.com, across social media platforms to include Facebook, Twitter, and Instagram and as a memo on the the Town of Wareham community bulletin board, beginning thirty (30) days from the eighteen (18) month anniversary of the beginning date of operations.

The Doobie Fund will operate in accordance with local or state laws.

Every purchase drives Doobies' ability to do better.

Standard Operating Procedures

Overview

Standard Operating Procedures

Circumstances vary, operating standards don't

Overview

Security

Doobie shall NEVER be open to the public. Doobie shall install an audio and video surveillance system as well as an alarm system with panic buttons. All entry and exit points will be secure. All product, cash, and hardware systems will be kept in a locked, secure, and restricted access area - all restricted access areas will have security cameras at the entrance/exit points and within the product storage and security rooms. All communications between the HDH and the delivery drivers may be monitored to ensure policies are followed. The command center will finalize each day with an inventory of cash, digital transactions, finished cannabis, cannabis products and branded goods. All cannabis and cannabis related products that are deemed to be undeliverable will be returned to the HDH. Doobie will only delivery finished marijuana, marijuana products and branded goods directly to consumers from the Doobie HDH. Doobie shall not hold a retail location at the HDH, or distribute cannabis to customers outside of regularly scheduled deliveries. Doobie delivery routes shall remain within the Commonwealth of Massachusetts at all times and Doobie shall make every effort to randomize delivery routes. Doobie vehicles used for the home delivery of marijuana and marijuana related products shall not transport products other than delivery items during times when Doobie vehicles are being used for home deliveries. Doobie shall lease or own all vehicles used for home delivery and will further ensure that all vehicles used for home delivery by Doobie shall be registered as commercial vehicles, and are inspected and insured in the Commonwealth of Massachusetts. All delivery drivers must wear on their persons a conspicuously displayed and operational body camera during the entire shift, specifically while outside of the delivery vehicle, to record the transaction of a delivery to an individual consumer. Body cameras will record all deliveries from the beginning to the end of an employees shift. Body cameras shall remain in plain sight and unobscured while in operation. Consumers will be notified of the use of body cameras to record delivery transactions at the time of order. Doobie will maintain video from body cameras confidentially and protected from disclosure. All transport vehicles will be unmarked and staffed with a minimum of two agents for security purposes.

Prevention of Diversion

Doobie will ensure that no finished marijuana or marijuana product is delivered to a minor through multiple steps of verification of identification - to include but are not limited to pre-verification and confirmation of identification prior to Doobie relinquishing possession of finished marijuana or marijuana related products to an individual. In addition, a Doobie agent as well as a verified consumer 21 years of age or older must sign a purchase log prior to receipt of purchase. Doobie employees will follow protocol to never allow anyone access to limited or restricted access areas that is not authorized by the Commission, Inspectors, Law Enforcement or First Responders. Should Doobie suffer a theft or loss it shall notify the CCC and local law enforcement within 24 Hours of discovery of any CCC mandated situations. Doobie establishment shall have surveillance equipment installed in accordance with the Right to Privacy Act. All Doobie transactions shall be maintained by manifest and tracked through the Metro system.

Storage

Doobie shall safely store cannabis and cannabis related products during transport by individual order in a separately compartmented secure, locked boxes. Doobie shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment for the storage of marijuana products, in the delivery fleet and at the HDH. Doobie will make every effort to reduce the amount of cash that is inside of a Doobie vehicle used for delivery. Doobie delivery vehicles will never contain more than \$20.00 over each individual order at one time. Doobie shall not store more than no more than \$10,000 (ten thousand dollars) worth of combined orders in any single delivery vehicle at any given time, each marijuana product shall be associated with a specific individual order and shall be tracked with seed-to-sale software throughout the duration of operations. Doobie shall operate a warehouse (HDH) for the purposes of storing finished marijuana products and the preparation of individual orders for delivery by Doobie. The storage of all finished marijuana products at the Doobie HDH will be done in restricted access areas.

Transportation

An open line of communication between delivery staff and staff of the HDH is paramount. Drivers and hub staff will hold portable communication devices which are to remain on during operating hours. The Doobie HDH shall incorporate a sally-port or loading area immediately adjacent to the HDH to allow for the transfer of finished marijuana product, into the unmarked Doobie delivery vehicles, for safe transport. Cannabis and cannabis related products transported by Doobie will be in a secure, locked, storage compartment that is part of the vehicle transporting the cannabis and shall be separate from all cash used for the purpose of payment that is stored in Doobie delivery vehicles. Doobie shall comply with applicable Massachusetts Registry of Motor Vehicles (RMV) requirements, in addition Doobie shall not include any

additional external marking that indicates the vehicles being used are to transport and/or deliver marijuana or marijuana related products. A manifest shall be filled out in triplicate, with the original remaining with the originating establishment, a second provided to the destination establishment upon arrival, and a third to be kept with the agent during transportation and returned to the originating establishment.

Inventory

The wholesaling of any finished any marijuana or marijuana products, will be purchased by Doobie, from a CCC licensed marijuana cultivator, marijuana manufacturer, micro-business or craft marijuana cultivator. Doobie will not work with any State approved Marijuana Establishment seeking to have their selection of products delivered if said products have not had their packaging and labeling pre-approved by the Commission. Cannabis product packaging cannot resemble traditionally available food packages and must be tamper-evident, re-sealable if the product includes multiple servings, and child-resistant. All manufactured products must be packaged according to regulatory standards before they are released by Doobie. Cannabis product labeling may not refer to the product as a candy, be attractive to children, make health claims or include cartoons. The labeling requirements fall into two categories: Primary Panel requirements and Informational Panel requirements. Doobie shall only acquire from its inventory at its HDH and deliver finished marijuana products from which a specific order has been placed, by an individual, through Doobie. Doobie shall not load delivery vehicles with finished marijuana or marijuana related products that are not intended for a specific order with an intended residential address. To ensure compliance Doobie shall not carry any inventory of finished marijuana that has not met the testing standards. Doobie will utilize our exit-bag strategy as an opportunity to focus on consumer education.

Quality Control and Testing Procedures

Doobie shall only warehouse and deliver products that are shelf stable and do not run the risk of deterioration or perishing. Any products found to cause a public health crisis, are manufactured in unsanitary conditions or are known to have harmful impurities will be immediately removed from Doobie and reported to proper authorities within 72-hours of the discovery. All storage and transportation of finished products by Doobie shall be done under conditions that protect them against physical, chemical and microbial contamination. The delivery hub shall provide sufficient space for placement of equipment and storage materials as necessary for the maintenance of sanitary operation. Litter and trash shall be removed and minimized, being removed from the facility numerous times a day. The use of food safe cleaning and sanitizing chemicals shall be used on all contact surfaces throughout the duration of the workday. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana and in a specific and identified area, such as a utility closet. Doobie shall not deliver any cannabis or cannabis related product that has

not first been tested by an independent laboratory and been deemed acceptable for delivery.

Personnel Policies

Doobie shall be a smoke and alcohol free establishment. Doobie owners and employees handling cannabis and working with consumers will participate in the Commission mandated Responsible Vendor Training program to maintain compliance including but/not limited, to how to check an identification upon delivery, spot false identification, provisions for confiscating a false identification and common mistakes made in verification. In compliance with the Americans Disabilities Act all Doobie employees must successfully complete a proprietary training course prior to initiating customer contact. Said course is designed to provide our employees with the tools they need to be confident in their proper handling of cannabis and cannabis related products. Training will meet employees at their individual level of need and will include but/not be limited to language translators and interpreters.

Dispensing Procedures

Doobie shall not deliver more than 1 combined ounce of marijuana, to a consumer, per each transaction conducted in a calendar day. The delivery driver must refuse service to any customer who is unable to produce a valid identification, that matches the information given for the order. Doobie shall not dispense cannabis or cannabis related products to any consumer that is not 21 years of age or older. Doobie shall refuse sales to any person(s) posing an immediate danger to themselves, or the public.

Record Keeping Procedures

Computerized records of the following will be kept - assets and liabilities, monetary transactions, book of accounts, sales records, salary and wages, waste disposal; all records will be kept for a minimum of two-years following the dissolution of the business at the expense of Doobie, at a place and in such a manner as approved by the Commission. Doobie shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and no other methodology has been employed to manipulate or alter sales data. Doobie shall maintain records as proof that the monthly analysis has been performed and will provide such records to the CCC upon request. records will be stored in a restricted access area and only employees with the required credentials will have access to such areas, and on a limited basis.

Maintenance of Financial Records

Doobie records relating to accounting principles shall be made available to the Commission upon request. Computerized records of the following will be kept - assets and liabilities, monetary transactions, book of accounts, sales records, salary and wages, waste disposal; all records will be kept for a minimum of two-years following the dissolution of the business at the expense of Doobie at a place and in such a manner as approved by the Commission. Doobie shall utilize a point-of-sale system approved by the CCC and in consultation with the DOR. Doobie shall further utilize a sales recording module approved by the DOR. Doobie shall never use software or any other method designed to manipulate or alter sales data. Doobie shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and no other methodology has been employed to manipulate or alter sales data.

Qualifications and Intended Trainings for Agents

All owners, directors, board members, managers and employees must obtain their Register Marijuana Agent card. Each employee will go through Doobie's comprehensive training focusing on compliance, etiquette, driving safety, point of sale training, and state regulations. Each employee will undergo a minimum of 10 hours of training annually to ensure business standards are understood on an ongoing basis. All new employees are required to complete the Responsible Vendor Program within 90 days of onboarding.

Available Positions:

Mobile Customer Experience Specialists Doobie Mobile Customer Experience Specialists are responsible for driving and delivering finished marijuana and marijuana products as well as branded goods to consumers 21 years of age and older. They will be responsible for possessing a valid driver's license and will be required to undergo continuous driver and basic core training, through Doobie. They will have to follow all policies and procedures relating to the delivery of finished marijuana and marijuana related products to consumers.

Energy Compliance Plan

The Doobie fleet will use best management practices to reduce energy and use environmentally friendly practices to identify potential energy improvements within grasp of the business entity in conjunction with energy efficiency practices offered pursuant to M.G.L. c. 25, § 21, or through other municipal programs. Doobie plans to use an energy efficient and LEED certification standpoint for all operational aspects of the business. Doobie will identify potential energy use reduction opportunities including, lighting, alternative energy usage including photovoltaic, and conversion based efforts for any use of finite resources. Doobie plans to address these features in its initial concept delineating the location of possible power generators and storage

banks as well as complying with all LEED standards for energy efficiency and building materials, adhering to strict R-value requirements.

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Thank You!

Sincerely,

Doobie

Doobie

Happiness delivered

Record Keeping Procedures pertaining to a
Marijuana Delivery Operator

Section 9- Record Keeping Procedures

9.1 Record Keeping

Under 935 CMR 500.105 (9) in accordance with and pertaining to a delivery-only cannabis establishment all records relating to accounting principles or otherwise fall under 935 CMR 500.000 shall be made available to the Commission upon request. Computerized records of the following will be kept - assets and liabilities, monetary transactions, book of accounts, sales records, salary and wages, waste disposal; all records will be kept for a minimum of two-years following the dissolution of the business at the expense of Doobie at a place and in such a manner as approved by the Commission. Under 935 CMR 500.145 (7) (a) through (d) a manifest detailing each home delivery shall be maintained in duplicate.

The marijuana establishment shall keep waste records for at least three years after discard. Written operating procedures shall be maintained on a monthly basis pursuant to sections 935 CMR 500.105 (1) and 935 CMR 500.105 (9) of code. Inventory records shall stay in compliance with section 935 CMR 500.105 (8) and section 935 CMR 500.105 (9). All transactions will be tracked with seed to sale tracking software required by the state and compliant with Metrc.

The following personnel records shall be maintained at all times-

1. Job description for each agent.
2. A personnel record for each agent.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions.
4. Personnel policies and procedures. Background check reports obtained in accordance with 935 CMR 500.1030 and 935 CMR 500.105 (9).

Doobie shall remain compliant under 935 CMR 500.146 (4) (a) through (g) and shall utilize a point-of-sale system approved by the CCC and in consultation with the DOR. Doobie shall further utilize a sales recording module approved by the DOR. Doobie shall never use software or any other method designed to manipulate or alter sales data. Doobie shall conduct a monthly analysis of its equipment and sales data to ensure that no software has been installed that could be used to manipulate or alter sales data and no other methodology has been employed to manipulate or alter sales data. Doobie shall maintain records as proof that the monthly analysis has been performed and will provide such records to the CCC upon request. If software or any other device used to manipulate or alter sales data has been discovered Doobie shall immediately:

1. Disclose the information to the CCC and the DOR

2. Cooperate with the CCC in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the CCC to comply with 935 CMR 500.105: General Operational Requirements for Marijuana Establishments.

Doobie shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record-keeping requirements.

Doobie shall implement separate accounting practices at the point-of-sale for finished marijuana and marijuana product sales, and non-marijuana sales.

Doobie acknowledges that the DOR and the CCC may audit and examine the point-of-sale system used by Doobie to ensure compliance with Massachusetts Tax Laws and 935 CMR 500.140 (5): Recording Sales.

9.2 Records Access

Under 935 CMR 500.110 (4) records will be stored in a restricted access area and only employees with the required credentials will have access to such areas and on a limited basis. All access to records is held in real time and coincided with state and federal regulations.

All patient records are stored electronically with HIPAA compliant software and storage capabilities. Records will be held for at least 10 (ten) years electronically with transaction logs, product acquisitions, and transaction amounts.

Doobie

Happiness delivered

Maintenance of Financial Records pertaining to a
Marijuana Delivery Operator

Section 10 - Maintenance of Financial Records

10.1 Overview

Under 935 CMR 500.105 (9) all Doobie records relating to accounting principles shall be made available to the Commission upon request. In addition, under CMR 935 500.105(1), 500.105(8) all written operating procedures and inventory records and shall be made available to the Commission immediately upon request. Computerized records of the following will be kept - assets and liabilities, monetary transactions, book of accounts, sales records, salary and wages, waste disposal; all records will be kept for a minimum of two-years following the dissolution of the business at the expense of Doobie at a place and in such a manner as approved by the Commission.

Doobie shall remain compliant under 935 CMR 500.146 (4) (a) through (g) and shall utilize a point-of-sale system approved by the CCC and in consultation with the DOR. Doobie shall further utilize a sales recording module approved by the DOR. Doobie shall never use software or any other method designed to manipulate or alter sales data. Doobie shall conduct a monthly analysis of its equipment and sales data to ensure that no software has been installed that could be used to manipulate or alter sales data and no other methodology has been employed to manipulate or alter sales data. Doobie shall maintain records as proof that the monthly analysis has been performed and will provide such records to the CCC upon request. If software or any other device used to manipulate or alter sales data has been discovered Doobie shall immediately:

1. Disclose the information to the CCC and the DOR
2. Cooperate with the CCC in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the CCC to comply with 935 CMR 500.105: General Operational Requirements for Marijuana Establishments.

Doobie shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record-keeping requirements.

Doobie shall implement separate accounting practices at the point-of-sale for finished marijuana and marijuana product sales, and non-marijuana sales.

Doobie acknowledges that the DOR and the CCC may audit and examine the point-of-sale system used by Doobie to ensure compliance with Massachusetts Tax Laws and 935 CMR 500.140 (5): Recording Sales.

10.2 E-Commerce

Doobie never retains records of a customers personal financial information. The Commission shall be notified within five (5) days if any substantial changes that are made to the Doobie platform.

All debit card transactions will be processed through a State approved point-of Sale system and remain compliant with 935 CMR 500.146 (4).

10.3 Additional Operational Requirements

In accordance with 935 CMR 500.145 and 935 CMR 500.146 Doobie shall engage in identification verification prior to completing a delivery-sale, shall limit the sales, shall maintain the right to refuse sales and shall not make unauthorized sales, shall record sales and will not necessary to complete a retail transaction, Doobie will make consumer education materials available on our website, across our social media platforms and as a part of our exit bag strategy. Additionally, no product shall be marketed or sold the has not been previously approved by the Cannabis Control Commission.

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Personnel Policies pertaining to a Marijuana Delivery Operator

Section 7 - Personnel Policies Pertaining to Delivery

7.1 Minimum Qualifications

Under all applicable guidelines under 935 CMR 500.105 (1) Doobie owners and employees handling cannabis and working with consumers will participate in the Commission mandated Responsible Vendor Training program to maintain compliance including but/not limited, to how to check an identification upon delivery, spot false identification, provisions for confiscating a false identification and common mistakes made in verification. In addition all owners, directors, board members, managers and employees must obtain their Registered Marijuana Agent card. In accordance to the Commissions guidance for equitable establishment 75% of employees (for available positions) will be from 1 of the 29 disproportionately harmed communities as designated by the CCC as well as residents of the Host Community, people of Black, Latinx, Indigenous decent as well as women, veterans, senior citizens, those with disabilities including those who fall under ADA regulations, non felony related past marijuana convictions and LGBTQ+ community. Doobie transportation drivers must possess a valid Massachusetts driver's license and remain in good standing with the Massachusetts Registry of Motor Vehicles.

Doobie realizes that State and Local laws may not always be linear with one another. Per Doobie policy, changes will be made to company SOP's to comply with Host Community regulations per Administrative Regulations Implementing Ordinance 03-2019 as stated on the CCC website. Doobie has retained Attorney Philip Macchi. Attorney Macchi is proficient in the interpretation of cannabis laws, and will aid Doobie in helping to navigate the policies around City and State legality. Doobie will use legal counsel as well as a Compliance Officer to adhere to Host Community and State regulations regarding cannabis operations.

7.2 Training

In compliance with the Americans Disabilities Act all Doobie employees must successfully complete a proprietary training course prior to initiating customer contact. Said course is designed to provide our employees with the tools they need to be confident in their proper handling of cannabis and cannabis related products. Training will meet employees at their

individual level of need and will include but/not be limited to language translators and interpreters.

Training will take part in numerous phases. Phase one (1)- Doobie employees will undergo a written training evaluation which they must score at least a 90% on to pass. The test will consist of dispensary policies, product knowledge, and general safety/operational protocol questions. It will be multiple choice and consist of 20-25 questions in each category quizzing general company knowledge. Phase two (2)- Each employee will undertake in person training in managing product from the the dispensary. Training on inventory, packaging, and preparedness will all be covered in this physical training session. Phase three (3)- Employees will do a shadow session with a manager to ensure that they are able to successfully work the dispensary floor. Phase four (4)- A driving test for transportation employees will be conducted during training to ensure that the employee understands the transportation policies and procedures in depth. doobie conducts paid training which will take place over the first 2 weeks of hiring.

Doobie intends to employ up to a minimum of 20 employees during its first year of operation.

Employee Positions-

Manager (2-3) Doobie Managers are responsible for overseeing all other employees and ensuring a quality and compliant experience with Doobie. Managers are responsible for the quality of equipment, compliance held within the business, accounting procedures, and State reporting as well as oversight of Budtenders and Delivery Agents.

Delivery Agent (10 - 15) Doobie Delivery Agents are responsible for delivering finished marijuana and marijuana products as well as branded good to consumers 21 years of age and older. They will be responsible for possessing a valid MA drivers license as well as undergoing continuous driver training and certifications through Doobie. They will have to follow all policies and procedures relating to the delivery of finished marijuana and marijuana products to consumers.

Scheduler (1-2) Doobie schedulers are in charge on product quality, order accuracy, working with management and the transportation drivers to schedule routes with the fleet management

software, oversee transportation fleet maintenance, and act as customer service for incoming orders.

Warehouse Budtender (5-10) Doobie warehouse budtenders are responsible for an engaging in a safe experience with the customers, tracking sales, navigating safely through the transaction, understanding risks in and around the warehouse, and managing marijuana establishment compliance while gathering and packing incoming orders and preparing them for pickup by Doobie delivery driver agents.

Employee Advocate/ COVID-19 Track and Tracer (1) Doobie Social Worker/COVID-19 Tracer is responsible for ensuring that all Doobie employees do not suffer insecurities such as housing, transportation and food. Additionally, they will assist fellow Doobie employees solve and cope with problems they may face in their life. Should a COVID-19 case arise they will additionally be responsible for ensuring the employees transition back to work and to further contact all persons that may have come into contact with the suspected or confirmed COVID-19 case.

Each employee will go through Doobie's comprehensive training focusing on compliance, etiquette, driving safety, point of sale training, and state regulations. Each employee will undergo a minimum of 10 hours of training annually to ensure business standards are understood on an ongoing basis. All new employees are required to complete the Responsible Vendor Program within 90 days of onboarding 935 CMR 500.105 (2). Reasonable Vendor Program documentation will be held in a secure location for no less than 4 (four) years.

7.3 Personnel Responsibilities

In accordance with 935 CMR 500.145 (7) (a) Doobie Delivery Agents shall be responsible for maintaining a manifest for that originates at Doobie and is completed on a duplicate copy by the Delivery Agent and shall further be in possession of the agent throughout the duration of their deliveries. The manifest shall be signed by the consumer and by the Doobie delivery agent prior to the Doobie delivery agent releasing the individual order to the consumer. Under 935 CMR 500.145 (7) (b) the Doobie manifest shall include:

1. Doobie's address and CCC license number;

2. The names and agent numbers of the Doobie delivery agent performing the delivery;
3. The Consumers name and address
4. A description of the products being delivered by Doobie to include weight and form or type of product(s);
5. Signature Lines for the agents who transported and/or delivered the marijuana or marijuana products;
6. Signature Line for the consumer 21 years of age or older receiving the marijuana or marijuana related products from Doobie;
7. The Doobie vehicle make, model and license plate number.

In accordance with 935 CMR 500.146 (3) (a) through (e) a Doobie operator may refuse to delivery finished marijuana products to any consumer who is unable to produce valid proof of government-issued identification, or if the consumer places themselves or the public at risk. Doobie is further prohibited from delivering more than one ounce or its dry weight equivalency in finished marijuana or marijuana products to the same consumer more than one time in a 24 hour calendar day. Doobie shall be prohibited from the sale or delivery or products that contain nicotine, if sales of tobacco or cigarettes would require a permit or finished marijuana products containing alcohol, if the finished marijuana products containing alcohol would require licensure pursuant to MGL ch. 138.

No Doobie agent pursuant to 935 CMR 500.146 (6) and 935 CMR 500.146 (6) (a) shall otherwise sell or market for adult use any product that has not first been tested by independent testing laboratories, except as allowed under 935 CMR 500.000: Adult Use of Marijuana. All products must adequately display their potency levels and cannabinoid profile and shall be deemed to comply to 936 CMR 500.160 Testing of Marijuana and Marijuana Products.

Under 935 CMR 400.146 (7) no Doobie employee shall not white label any finished marijuana or marijuana related product from a licensed marijuana establishment that has not been pre-approved by the CCC.

No Doobie marijuana establishment agent shall accept, market or consume any vendor sample that is not in compliance with 935 CMR 500.146 (10).

No Doobie marijuana establishment agent shall sell, market or distribute any vaporizer device that is not in compliance with 935 CMR 500.146 (11).

7.3 Additional Personnel Policies

Doobie shall maintain a personnel record for each Doobie Agent. For a period of at least twelve (12) months after termination Doobie shall maintain an Agents personnel record, and shall include, at a minimum the following information:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030 (2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; in accordance with 935 CMR 500.105 (9).

In accordance with 935 CMR 500.105 (9) Doobie shall retain 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.

Under 935 CMR 500.105 (9) Doobie shall maintain documentation of periodic performance evaluation; and a record of any disciplinary action taken.

To remain compliant with 935 CMR 500.105 (2) notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required.

A staffing plan that will demonstrate accessible business hours and safe cultivation conditions under 935 CMR 500.105 (9).

Doobie shall implement personnel policies and procedures, including, at minimum, the following:

- a. Code of ethics;
- b. Whistle-blower policy; and
- c. A policy which notifies persons with disabilities of their rights under <http://www.mass.gov/service-details/about-employment-rights> or a comparable link, and include provisions prohibiting discrimination and providing reasonable accommodations; 935 CMR 500.105 (9).

In accordance with 935 CMR 500.105 (9) all background check reports obtained will be in accordance with M.G.L. c. 6. Sec. 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

Doobie shall maintain a staffing plan and records in compliance with 935 CMR 500.105 (9), 935 CMR 500.105 (1).

Doobie shall be a smoke and alcohol free establishment. In accordance with 935 CMR 500.105 (1) Doobie shall implement alcohol, smoke, and drug-free workplace policies.

To remain in compliance with 935 CMR 500.105 (1) Doobie shall implement a plan describing how confidential information will be maintained.

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

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Diversity Plan Pertaining to a Delivery
Operator

In accordance with 935 CMR 500.101 (c) (8) (k) Doobie shall establish a diversity plan to promote a diverse work environment.

Doobie shall adhere to the requirements set forth in 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Any actions taken, or programs instituted, by Doobie will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. In accordance with 935 CMR 500.101 (2) the progress or success of this plan will be required to be demonstrated upon each license renewal period.

Doobie shall pursue the following goals upon licensure:

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Internal Diversity Plan - (hiring)

Doobie respects, and values, the unique differences of our employees. Doobie is committed to creating a safe, and tolerant work environment, and shall further provide a handbook and training. Doobie shall implement a zero-tolerance policy for blatant, and or veiled, discriminatory acts, conscious or un-conscious bias, and micro-aggressions.

It's no secret that the disparities within the newly profitable cannabis industry are vast. We see it as our responsibility to help level the playing field, and create opportunities of ownership for non-executive employees of Doobie.

Doobie is further committed to fostering a positive work environment and recruiting team members that want to live-work in the community of Wareham - full-time-non-executive employees will receive an equity share in Doobie. On the fourth (4th) anniversary from the beginning date of an individuals full-time employment a Doobie equity share shall be considered mature.

Please See Next Page.

Goal	Program	Metrics	Timeline
<p>75% Diverse workforce:</p> <ul style="list-style-type: none"> - 30% BIPOC - 30% women - 5% LGBTQIA+ - 5% Disabled - 3% Senior - 2% Veterans 	<p>Doobie shall post monthly advertisements in the local paper, Wareham Week, stating that Doobie is hiring and we encourage persons that identify as BIPOC, women, LGBTQIA+, veterans, seniors, and those with physical and mental disabilities to apply.</p> <p>Doobie will also host a job fair in the Town of Wareham, at the Wareham Town Hall, the event. Doobie will host a job fair at the Town Hall once every six (6) months until all available Doobie positions are filled. Doobie will advertise job fairs for two consecutive calendar weeks, prior to each job fair, by placing an ad in the Wareham Week.</p> <p>Doobie will post monthly advertisements for available positions on sites such as indeed, Facebook, and LinkedIn. Doobie will post local job listings on the Wareham Town Hall free community bulletin board, located in the Town Hall.</p>	<p>Doobie shall count the individuals hired, from the beginning date of operations.</p> <p>This number will be assessed, from the approval date of the provisional license, to ensure that Doobie meets or exceeds this goal.</p>	<p>The progress, and or success, of the Doobie hiring goal must be documented upon renewal (one year from provisional licensure, and each year thereafter).</p>

Highlighting Diversity - (internal)

Doobie is committed to amplifying the voices of marginalized persons. Doobies' internal diversity plan for hiring practices will have a ripple impact on the highlighting of diversity at Doobie.

Goal	Program	Metrics	Timeline
<p>Celebrate and acknowledge the diversity of Doobie employees, on a regular, and consistent basis - by creating 12 Doobie mosaics per year.</p> <p>Recognize Diversity in</p> <ul style="list-style-type: none"> - Race - Generation - Gender - Sexual Orientation - Religion - Culture - Disability - Background - Experience - Communication Style 	<p>The Doobie Mosaic</p> <p>A digital mosaic will be installed in the lobby of Doobies' delivery facility. The Doobie Mosaic will be on a monitor no less than 48", and will highlight the following:</p> <ul style="list-style-type: none"> - Doobies' Founders commitment to Diversity, Equity and Inclusion - A highlight of Doobie employees that acknowledges individual strengths, their most effective way of communicating, and how their individual perspective helps to make Doobie better - Cultural Holiday's - Globally recognized days that address discrimination <p>As part of the onboarding process Doobie will offer all new hires the opportunity to fill out an optional survey, in order to participate in the Doobie Mosaic.</p>	<p>Doobie will keep a digital file of the Mosaic x Doobie monthly boards.</p> <p>Doobie shall provide employees with an anonymous survey, on the twelve (12) month anniversary from the beginning date of operations to see if the Mosaic x Doobie has been effective in the following ways:</p> <ol style="list-style-type: none"> 1. Did the Doobie Mosaic help to make the employee feel recognized on a regular basis 2. Was the Doobie Mosaic helpful to the employee in interacting with their fellow team members, in a more thoughtful way 3. What would the employee like to see added to the Doobie Mosaic; to help improve Doobies'- Commitment to Diversity <p>The anonymous responses will be documented for license renewal.</p>	<p>The progress, and or success, of the Doobie hiring goal must be documented upon renewal (one year from provisional licensure, and each year thereafter).</p>

Market Inclusion

In accordance with 935 CMR 500.146 (12) Doobie stays committed to fair market business practices. Doobie will not monopolize markets within Massachusetts by becoming the only supplier of a Marijuana commodity. In accordance with section 935 CMR 500.000, Doobie will not control commodity markets if cannabis goods within the state or region.

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Qualifications and Intended
Training for Personnel

Section 11- Qualifications and Intended Training for Personnel

11.1 Minimum Qualifications

Under all applicable guidelines under 935 CMR 500.145 (1) (d) Doobie agents must possess a valid Marijuana Establishment Agent Registration. All owners, employees and agents, packaging, preparing and/or delivering cannabis to consumers will participate in the Commission mandated Responsible Vendor Training program to maintain compliance including but/not limited, to how to check an identification upon delivery, spot false identification, identify medial cards issued by the DPH, provisions for confiscating a false identification and common mistakes made in verification. In addition all owners, directors, board members, managers and employees must obtain their Register Marijuana Agent card. In accordance to the Commissions guidance for equitable establishment 75% of employees (with the exception of executive management) will be from 1 of the 29 disproportionately harmed communities as designated by the CCC as well as residents of the Host Community, Black, Latinx, Indigenous people as well as women, veterans, senior citizens, those with disabilities including those who fall under ADA regulations, non felony related past marijuana convictions and LGBTQ+ community. Doobie drivers must possess a valid Massachusetts driver's license and remain in good standing with the Massachusetts Registry of Motor Vehicles.

Doobie realizes that State and Local laws may not always be linear with one another. Per Doobie policy, changes will be made to company SOP's to comply with Host Community regulations per Administrative Regulations Implementing Ordinance 03-2019 as stated on the CCC website. Doobie has retained Attorney Philip Macchi. Attorney Macchi is proficient in the interpretation of cannabis laws, and help define policies around City and State legality. Doobie will use legal counsel and a Compliance Officer to adhere to Host Community and State regulations regarding cannabis operations.

11.2 Training

In compliance with the Americans Disabilities Act all Doobie employees must successfully complete a proprietary training course prior to initiating customer contact. Said course is designed to provide our employees with the tools they need to be confident in their proper handling of cannabis and cannabis related products. Training will meet employees at their individual level of need and will include but/not be limited to language translators and interpreters.

Training will take part in numerous phases. Phase one (1)- Doobie employees will undergo a written training evaluation which they must score at least a 90% on to pass. The test will consist of delivery policies, product knowledge, and general safety/operational protocol questions. It

will be multiple choice and consist of 20-25 questions in each category quizzing general company knowledge. Phase two (2)- Each employee will undertake in person training in managing product from the host delivery hub. Training on inventory, packaging, and preparedness will all be covered in this physical training session. Phase three (3)- Employees will do a ride along with a manager or dispatcher. A driving test will be conducted during training to ensure that the employee understand the delivery policies and procedures in depth. Doobie conducts paid training which will take place over the first 2 weeks of hiring.

In accordance with 935 CMR 500.146 (2) all employees will be trained in the limitations of sales, of finished cannabis products. Under 935 CMR 500.146 (3) Doobie employees shall have the right to refuse to sell or deliver, finished cannabis products to any consumer that is unable to produce valid government-issued identification or has exceeded the legal daily limits.

Doobie deliveries intends to employ up to a minimum of 20 employees during its first year of operation.

In accordance with 935 CMR 500.105 (2) Doobie will ensure that employees are trained on job specific duties prior to performing job functions. Under 935 CMR 500.105 (2) Doobie will ensure that employees receive a minimum of eight (8) hours of ongoing training annually. To remain in compliance with 935 CMR 500.105 (2) Doobie Agents must first take the Basic Core Curriculum. Under 935 CMR 500.105 (2) after successful completion of the Basic Core Curriculum, each Doobie Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four (4) hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor.

In addition to the Basic Core Curriculum, all Doobie Agents acting as delivery employees of Doobie shall have attended and successfully completed Delivery Core Curriculum, under 935 CMR 500.105 (2). The Delivery Core Curriculum shall include:

1. How to safely conduct deliveries
2. Responsible cash handling
3. Strategies for de-escalating potentially dangerous situations
4. Securing finished marijuana products after any theft, diversion, or loss
5. Collecting and communicating information to properly assist in investigations
6. How to check an identification upon delivery
7. How to check for impairment
8. How to inform consumers of the mandatory use of body cameras
9. Any other information deemed necessary by the CCC

Available Employee Positions-

Mobile Customer Experience Specialists Doobie Mobile Customer Experience Specialists are responsible for driving and delivering finished marijuana and marijuana products as well as branded goods to consumers 21 years of age and older. They will be responsible for possessing a valid driver's license and will be required to undergo continuous driver and basic core training, through Doobie. They will have to follow all policies and procedures relating to the delivery of finished marijuana and marijuana related products to consumers.

Each employee will go through Doobie's comprehensive training focusing on compliance, etiquette, driving safety, point of sale training, and state regulations. Each employee will undergo a minimum of 10 hours of training annually to ensure business standards are understood on an ongoing basis. All new employees are required to complete the Responsible Vendor Program within 90 days of onboarding 935 CMR 500.105 (2). Reasonable Vendor Program documentation will be held in a secure location for no less than 4 (four) years.