



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283887  
Original Issued Date: 02/09/2022  
Issued Date: 02/09/2022  
Expiration Date: 02/09/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ELEVATION RETAIL II LLC

Phone Number: 781-316-7626 Email Address: andre.arzumanyan@gmail.com

Business Address 1: 240 BRIDGE ST

Business Address 2:

Business City: FAIRHAVEN Business State: MA

Business Zip Code: 02719

Mailing Address 1: 385 GREAT RD.

Mailing Address 2:

Mailing City: BEDFORD Mailing State: MA

Mailing Zip Code: 01730

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: ANDRE Last Name: ARZUMANYAN Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity	
Specify Race or Ethnicity: ARMENIAN	

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: ANDRE	Last Name: ARZUMANYAN	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$250000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: ANDRE	Last Name: ARZUMANYAN	Suffix:
Marijuana Establishment Name: SOLAR RETAIL NORTON LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: NORTON	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 240 BRIDGE ST	
Establishment Address 2:	
Establishment City: Fairhaven	Establishment Zip Code: 02719
Approximate square footage of the establishment: 1800	How many abutters does this property have?: 2
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	ELEVATION RETAIL II - HCA CERTIFICATION.pdf	pdf	60b67b12b0ce31363c8e08aa	06/01/2021
Plan to Remain Compliant with Local Zoning	ELEVATION RETAIL II - PLAN TO REMAIN COMPLIANT WITH ZONING.pdf	pdf	60b67bf05f6249360c0501b5	06/01/2021
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form - UPDATED - Elevation Retail II LLC.pdf	pdf	610d7328c82bfb39cb2187b0	08/06/2021

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	PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT (UPDATED).pdf	pdf	610d758585b72937d3013d7d	08/06/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: ANDRE

Last Name: ARZUMANYAN Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	ER II Secretary of State COGS.pdf	pdf	60b65fe7e03d9635ef5bddae	06/01/2021
Department of Revenue - Certificate of Good standing	ELEVATION RETAIL II LLC DOR COGS.pdf	pdf	60b65fe8ff799435f6382494	06/01/2021
Articles of Organization	ELEVATION RETAIL II ARTICLES OF ORGANIZATION.pdf	pdf	60b66030384f2636315c58f7	06/01/2021
Bylaws	ELEVATION RETAIL II LLC Operating Agreement - 2021.02.12.pdf	pdf	60b661e51c4d833622ce8742	06/01/2021
Department of Revenue - Certificate of Good standing	DUA GOOD STANDING ATTESTATION.pdf	pdf	610d77131cef2b37e5f49716	08/06/2021

No documents uploaded

Massachusetts Business Identification Number: 001484504

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Business Plan	ELEVATION RETAIL II - BUSINESS PLAN.pdf	pdf	60b66628bcb5a361790fd43	06/01/2021
Proposed Timeline	ELEVATION RETAIL II - PROPOSED TIMELINE.pdf	pdf	60b66e495f6249360c05011c	06/01/2021
Plan for Liability Insurance	ELEVATION RETAIL II - PLAN FOR LIABILITY INSURANCE.pdf	pdf	60b66eb2e03d9635ef5bddfb	06/01/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	ELEVATION RETAIL II - PLAN FOR OBTAINING SUPPLY.pdf	pdf	60b675db86c10c3617e66f21	06/01/2021
Separating recreational from medical operations, if applicable	ELEVATION RETAIL II - PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS.pdf	pdf	60b675ecff799435f6382552	06/01/2021
Restricting Access to age 21 and older	ELEVATION RETAIL II - PLAN FOR RESTRICTING ACCESS.pdf	pdf	60b67604384f2636315c59a0	06/01/2021
Security plan	ELEVATION RETAIL II - SECURITY PLAN.pdf	pdf	60b6761086c10c3617e66f25	06/01/2021
Prevention of diversion	ELEVATION RETAIL II - PREVENTION OF DIVERSION.pdf	pdf	60b676222f000f35f6561802	06/01/2021
Storage of marijuana	ELEVATION RETAIL II - STORAGE OF MARIJUANA.pdf	pdf	60b6763386c10c3617e66f29	06/01/2021
Transportation of marijuana	ELEVATION RETAIL II - TRANSPORTATION.pdf	pdf	60b6764870eb6e3601abdf3f	06/01/2021
Inventory procedures	ELEVATION RETAIL II - INVENTORY PROCEDURES.pdf	pdf	60b67655ff799435f638255a	06/01/2021
Quality control and testing	ELEVATION RETAIL II - QUALITY CONTROL & TESTING.pdf	pdf	60b676647f6a51360532a85b	06/01/2021
Dispensing procedures	ELEVATION RETAIL II - DISPENSING PROCEDURES.pdf	pdf	60b676771c4d833622ce87f9	06/01/2021
Personnel policies including background checks	ELEVATION RETAIL II - PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	60b67691bcb5a361790fdc6	06/01/2021
Record Keeping procedures	ELEVATION RETAIL II - RECORD KEEPING PROCEDURES.pdf	pdf	60b676a247412a35e7f00b45	06/01/2021
Maintaining of financial records	ELEVATION RETAIL II - MAINTAINING FINANCIAL RECORDS.pdf	pdf	60b676c3ff799435f6382560	06/01/2021
Energy Compliance Plan	ELEVATION RETAIL II - ENERGY COMPLIANCE.pdf	pdf	60b676f6b0ce31363c8e0896	06/01/2021
Qualifications and training	ELEVATION RETAIL II - QUALIFICATIONS & TRAINING (UPDATED).pdf	pdf	610d7ead7671e237b2f0401e	08/06/2021
Diversity plan	ELEVATION RETAIL II - DIVERSITY & INCLUSION PLAN (UPDATED).pdf	pdf	610d834e3ae71f37c473ff92	08/06/2021

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 11:00 PM
Tuesday From: 9:00 AM	Tuesday To: 11:00 PM
Wednesday From: 9:00 AM	Wednesday To: 11:00 PM
Thursday From: 9:00 AM	Thursday To: 11:00 PM
Friday From: 9:00 AM	Friday To: 11:00 PM
Saturday From: 9:00 AM	Saturday To: 11:00 PM
Sunday From: 9:00 AM	Sunday To: 11:00 PM

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

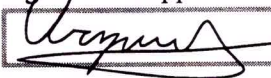
1. Name of applicant:

ELEVATION RETAIL II, LLC.

2. Name of applicant's authorized representative:

ANDRE ARZUMANYAN

3. Signature of applicant's authorized representative:



4. Name of municipality:

TOWN OF FAIRHAVEN MA

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

Daniel Freitas.

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).*):

Dfentes@Fairhaven-MA.gov

8. Host community agreement execution date:

04/26/2021





## PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Elevation Retail II, LLC ("Elevation") will remain compliant at all times with the local zoning requirements set forth in the Town of Fairhaven Zoning Bylaw. In accordance with Zoning Bylaw Article III Section 198-29, Elevation's proposed retail Marijuana Establishment is located within the Medical Marijuana Overlay District in an Industrial zoning district and is allowed with a Special Permit and Site Plan Approval from the Planning Board.

In accordance with Fairhaven Zoning Bylaw, a granted special permit shall have a term limited to the duration of the applicant's continued use of the premises for a marijuana establishment licensed by the state. Any new or additional license, or a transfer of an existing license to a new owner, shall require a new special permit pursuant to the Fairhaven Zoning Bylaws.

In compliance with local Zoning Bylaw Article III Section 198-29.7.C, Elevation's proposed site is located on Map 30A Lot 15J and the proposed marijuana establishment will only be involved in the uses permitted by its definition and will not include other businesses or services. No marijuana or marijuana products shall be smoked, eaten or otherwise consumed or ingested within the premises. The hours of operation shall be set by the Planning Board, and no retail sale of marijuana shall occur upon the premises between the hours of 11:00 p.m. and 8:00 a.m. Elevation's marijuana establishment will not commence operation or apply for a building permit prior to its receipt of all required permits and approvals including, but not limited, to its Provisional License from the Cannabis Control Commission.

In compliance with local Zoning Bylaw Article III Section 198 - 29, Elevation will apply for and receive a Special Permit and Site Plan Approval from the Planning Board to ensure the impacts of proposed development as allowed by special permit, are in accord with the purposes of the Fairhaven Zoning Bylaw. Elevation's special permit and site plan approval application submitted for a marijuana establishment under Section 198 - 29 shall include the following above and beyond the standard application requirements: Name and address of each owner of the facility/operation; Copies of all documentation demonstrating appropriate application status under state law, or registration or license, issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the facility; Evidence that the applicant has site control and the right to use the site for a facility in the form of a deed or valid purchase and sale agreement, or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement; A notarized statement signed by the organization's



Chief Executive Officer and corporate attorney, if any, disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all such responsible individual persons; A security plan, approved by the Cannabis Control Commission as part of the issuance of a provisional license, to be approved by the Police and Fire Departments prior to the issuance of a special permit, with details showing all exterior proposed security measures for the premises, including lighting, fencing, gates and alarms, etc., ensuring the safety of employees and patrons and protecting the premises from theft or other criminal activity; A management plan, including a description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to marijuana establishments or off-site direct delivery consistent with state law and regulations; A traffic impact report shall be required for all marijuana establishments. The Planning Board may require a traffic study if in their determination one is warranted because of public safety concerns.

Elevation also acknowledges that there are additional Special permit requirements for marijuana establishments in Fairhaven, including that; Marijuana establishments shall comply with applicable state and local laws, regulations, bylaws, codes, conditions and agreements with the Town; An approved host community agreement shall be required prior to the granting of a special permit for a marijuana establishment; Marijuana establishments shall maintain all permits and licenses required by state and local laws. Any voiding, revocation or suspension of the marijuana establishment's Cannabis Control Commission license shall result in an automatic suspension of the special permit, pending hearing or the opportunity therefore afforded to the marijuana establishment by the CCC, and pending determination by the Planning Board during a regularly scheduled public meeting that the marijuana establishment has cured any violation with state laws and is duly licensed by and in good standing with the CCC; A violation of the host community agreement shall result in automatic suspension of the special permit and may result in the revocation of the special permit.

Elevation acknowledges that a special permit may also be revoked under the following circumstances: Upon determination by the Building Commissioner that the permit holder is no longer operating under the special permit and its conditions or under the requirements of this bylaw, or that the use has been abandoned; The applicant has failed to report annually as required under this bylaw, or on the schedule approved as part of a special permit; and Upon request by the permit holder of a desire to cease operations.

Elevation also acknowledges that there are certain use regulations associated with the granting of a special permit for its use in Fairhaven, including: No smoking, burning, consumption or use of marijuana or marijuana products shall be permitted on the premises of a marijuana establishment; Marijuana manufacturing or extraction shall not be done in any building containing residential units, including transient housing such as motels and dormitories, assembly, educational, health care, ambulatory health care, residential board and care, motels, or detention and correctional facilities, or inside a movable or mobile structure such as a van or truck: The hours of operation shall be set by the Planning Board as a condition of the special permit; Marijuana establishment operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding their premises and adjacent properties. "Nuisance" includes, but is not limited to, disturbances of the peace, open public consumption of marijuana, excessive pedestrian or vehicular traffic, odors emanating from the marijuana establishment's premises, lighting trespass on adjacent properties, illegal drug activity under state or local law, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of state traffic laws and regulations and/or Transportation Division rules and regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public way (sidewalks and streets), collisions between vehicles, bicyclists, and pedestrians, lewd conduct or police detentions and arrests; Marijuana establishments are prohibited from use of on-site self-service displays. Self-service displays are defined to mean displays from which customers may select marijuana or marijuana products without assistance from an employee or store personnel, and include vending machines; The proposed use shall not display on-premises signage or other marketing on the exterior of the building or in any manner visible from the public way, which may promote or encourage the use of marijuana or other drugs by minors.

Elevation acknowledges that there are specific locational and physical requirements for its proposed use, including: All marijuana establishments' licensed operations must take place within a building at a fixed location and shall not be visible from the exterior of the business; Marijuana establishments may cultivate, process, test, store and manufacture marijuana or marijuana products only within an area that is enclosed and secured in a manner that prevents access by persons not permitted by the marijuana establishment to access the area; No outside storage of marijuana, related supplies, or educational materials is permitted; All business signage, marketing, advertising, and branding shall be subject to the requirements promulgated by the Cannabis Control Commission and the requirements of the Fairhaven Zoning Bylaws and Sign Code. In the case of a conflict, the stricter requirement shall apply; The gross floor area of marijuana establishments accessible to patients or customers, and not

including space dedicated to administration or operations and accessible only to employees of the facility, shall be no greater than the following: Medical marijuana treatment centers: 4,500 square feet, and Marijuana retailers: 2,500 square feet; Ventilation; All facilities shall be ventilated in such a manner that no pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere; and no odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the marijuana establishment or at any adjoining use or property.

Elevation also acknowledges certain reporting requirements in connection with its use, including that: All special permit holders for uses under this section shall provide the Police Department, Fire Department, Building Commissioner, Board of Health, and special permit granting authority with the names, phone numbers, mailing and e-mail addresses of all management staff and key holders, including a minimum of two operators or managers of the facilities identified as designated contact persons to whom notice should be made if there are operating problems associated with any use under this section. All such contact information shall be updated as needed to keep it current and accurate; One of the two designated contact persons shall notify the Police Department, Fire Department, Building Commissioner, Board of Health and special permit granting authority in writing a minimum of 30 days prior to any change in ownership or management of a facility regulated under this section; The designated representatives of permitted facilities shall file an annual report with the special permit granting authority and shall appear before said authority to present the report no later than 30 days following renewal of a state license or registration, providing a copy of all current applicable state licenses for the owners and facilities, to demonstrate continued compliance with the conditions of the special permit. If there is a notice of deficiencies or violations, said notice shall be included with the annual report; The designated contact persons shall be required to respond by phone or e-mail within 24 hours of the time of contact and inquiry regarding operation of the facility by a Town official to the telephone number or e-mail address provided as the contact for the business; Discontinuance of use. Any marijuana establishment permitted under this section shall be required to remove all marijuana and marijuana products, equipment and other paraphernalia by the earlier of: Immediately following the expiration, revocation or voiding of its state-issued license or permit; or within 120 days of ceasing operations.

Elevation acknowledges that in addition to the findings required under § 198-29 of the Zoning Bylaw and meeting the provisions of all other applicable sections of this bylaw, the Planning Board shall not issue a special permit for a marijuana establishment unless it finds that the use as proposed: Does not contravene the limit on the number of special permits that may be granted; Meets all of the permitting requirements of all

applicable agencies within the Commonwealth of Massachusetts and will as proposed be in compliance with all applicable state laws and regulations; Meets all the applicable conditions and requirements as set forth in this chapter; Will provide copies of registrations and licenses and a copy of a signed host community agreement with the Town of Fairhaven, in accordance with MGL c. 94G and subsequent regulations, including 935 CMR 500.000, to the Building Commissioner prior to the issuance of a certificate of occupancy; Is designed to minimize adverse visual impacts on abutters and other parties in interest; Provides a secure waiting area, as required by state law or regulations; Provides adequate security measures to ensure that no individual or group participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation of marijuana is adequately secured in enclosed, locked facilities; Adequately addresses issues of vehicular and pedestrian traffic, circulation, parking and queuing, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses; Adequately demonstrates best practices with regard to the use of energy, water, waste disposal and other common resources, with no undue damage to the natural environment.

Elevation's application for site plan approval shall be submitted to the Planning Board on a form provided by the Planning Board. Elevation shall submit to the Planning Board one copy of the application, ten copies of the proposed site plan and the required fee.

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- 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.

See Attachment D for Virtual Community Outreach Meeting Details

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

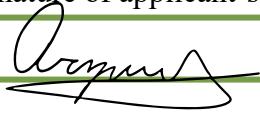
See Attachment D for Virtual Community Outreach Meeting Details



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

A handwritten signature in black ink, appearing to read "C. Jones", is written over the signature line.



## Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

WITNESS, Hon. Katherine A Field, First Justice of this Court.

Date: April 07, 2021

Thomas C Hoye, Jr., Register of Probate

04/29/2021

## LEGALS

### COMMUNITY OUTREACH MEETING

Notice is hereby given that Elevation Retail II LLC will hold a Virtual Community Outreach Meeting on May 14, 2021 at 5:30 PM to discuss the proposed siting of a Licensed Retail Marijuana Establishment at 240 Bridge Street, Fairhaven, MA 02719.

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

The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://zoom.us/j/99676476005?pwd=a2Y2MEtkQStDS21iU01iY0labFF3dz09> with Passcode 104976 or via telephone at 3126266799 using Webinar ID: 99676476005 and passcode 104976. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at <https://www.cannabisoperator.org/elevationretail>

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing [elevationretailco@gmail.com](mailto:elevationretailco@gmail.com) or asked during the meeting after the presentation.

04/29/2021

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Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

CAROLYN HURLEY  
FAIRHAVEN TOWN CLERK  
40 Center Street  
Fairhaven, MA 02719

Subject: Community Outreach Public Notice

Dear Mrs. Hurley,

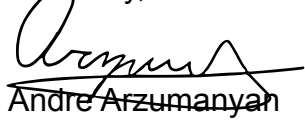
For your records, notice is hereby given that Elevation Retail II LLC will hold a Virtual Community Outreach Meeting on May 14, 2021 at 5:30 PM to discuss the proposed siting of a Licensed Retail Marijuana Establishment at 240 Bridge Street, Fairhaven, MA 02719.

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

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Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing [elevationretailco@gmail.com](mailto:elevationretailco@gmail.com) or asked during the meeting after the presentation.

Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
4521 HIGHWOODS PARKWAY  
GLEN ALLEN VA, 23060

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

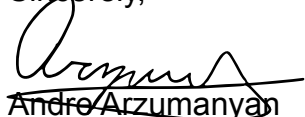
For your records, notice is hereby given that Elevation Retail II LLC will hold a Virtual Community Outreach Meeting on May 14, 2021 at 5:30 PM to discuss the proposed siting of a Licensed Retail Marijuana Establishment at 240 Bridge Street, Fairhaven, MA 02719.

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

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Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing [elevationretailco@gmail.com](mailto:elevationretailco@gmail.com) or asked during the meeting after the presentation.

Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
2 STAR OF THE SEA DRIVE  
SOUTH DARTMOUTH MA, 02748

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

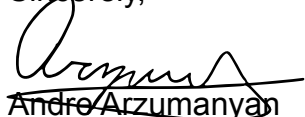
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Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
211 N STADIUM BLVD  
COLUMBIA MO, 65203

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

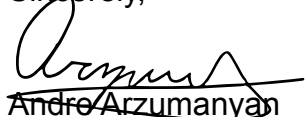
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Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
100 ALDEN ROAD  
FAIRHAVEN MA, 02719

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

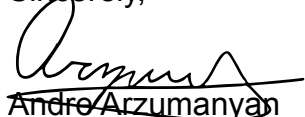
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Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
115 ALDEN ROAD  
FAIRHAVEN MA, 02719

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

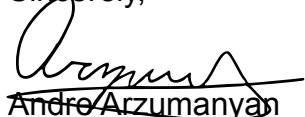
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Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC



Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
15 CENTRAL AVENUE  
FAIRHAVEN MA, 02719

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

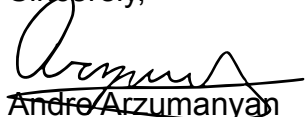
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Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
75 MAIN STREET  
BRIDGEWATER MA, 02324

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

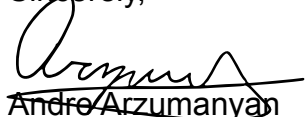
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Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
117 ALDEN ROAD  
FAIRHAVEN MA, 02719

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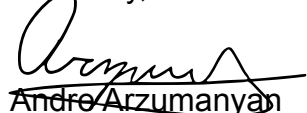
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240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
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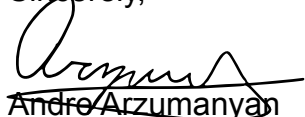
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President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

April 29, 2021

[REDACTED]  
6 WHALERS WAY  
FAIRHAVEN MA, 02719

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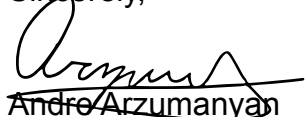
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Sincerely,



Andre Arzumanyan  
President,  
Elevation Retail II, LLC

Elevation Retail II, LLC.

240 Bridge St  
Fairhaven, MA 02719

PLAN TO COMPLY WITH ADMINISTRATIVE ORDER ALLOWING VIRTUAL  
WEB-BASED COMMUNITY OUTREACH MEETINGS

Applicant: ELEVATION RETAIL II LLC

Virtual Meeting Held: May 14, 2021

Number of Participants: 2

Meeting Recording:

<https://zoom.us/rec/share/QBsQAzL--mVz1XpPejzWoW1qUL0FsJYtfyXLIGi9SVNnUBdj241ew3g3Tij52DY.YdwqZSLkQNwEV7Q-?startTime=1621026556000>

Access Passcode: e6=.bWRW



Andre Arzumanyan &lt;andre.arzumanyan@gmail.com&gt;

---

## Moderator

---

**Wendy Graves** <wgraves@fairhaven-ma.gov>  
To: Andre Arzumanyan <andre.arzumanyan@gmail.com>

Tue, May 11, 2021 at 11:25 AM

Hi Andre,

I found you a volunteer to be the Moderator. Please follow-up with Del Garcia via email.

Best Regards,  
Wendy

----- Forwarded message -----

From: **Delfino Garcia** <[dgarcia@fairhaven-ma.gov](mailto:dgarcia@fairhaven-ma.gov)>

Date: Tue, May 11, 2021 at 11:16 AM

Subject: Re: Moderator

To: Wendy Graves <[wgraves@fairhaven-ma.gov](mailto:wgraves@fairhaven-ma.gov)>

Cc: Anne Carreiro <[acarreiro@fairhaven-ma.gov](mailto:acarreiro@fairhaven-ma.gov)>, Anne Silvia <[asilvia@fairhaven-ma.gov](mailto:asilvia@fairhaven-ma.gov)>, Chris Carmichael <[ccarmichael@fairhaven-ma.gov](mailto:ccarmichael@fairhaven-ma.gov)>, Todd Correia <[tcorreia@fairhaven-ma.gov](mailto:tcorreia@fairhaven-ma.gov)>, Derek Frates <[dfrates@fairhaven-ma.gov](mailto:dfrates@fairhaven-ma.gov)>, David Flaherty <[dflaherty@fairhaven-ma.gov](mailto:dflaherty@fairhaven-ma.gov)>, Vincent Furtado <[vfurtado@fairhaven-ma.gov](mailto:vfurtado@fairhaven-ma.gov)>, Paul Foley <[pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov)>, Carolyn Hurley <[churley@fairhaven-ma.gov](mailto:churley@fairhaven-ma.gov)>, Jeffrey Furtado <[jfurtado@fairhaven-ma.gov](mailto:jfurtado@fairhaven-ma.gov)>, Linda Schick <[lschick@fairhaven-ma.gov](mailto:lschick@fairhaven-ma.gov)>, Whitney McClees <[wmcclees@fairhaven-ma.gov](mailto:wmcclees@fairhaven-ma.gov)>, Mark Sylvia <[msylvia11@comcast.net](mailto:msylvia11@comcast.net)>, Nicole Verronneau Potter <[npotter@fairhavenps.net](mailto:npotter@fairhavenps.net)>, Joy Nichols <[jnichols@fairhaven-ma.gov](mailto:jnichols@fairhaven-ma.gov)>, Vicki Oliveira <[vloliveira@fairhaven-ma.gov](mailto:vloliveira@fairhaven-ma.gov)>, Warren Rensehausen <[wrensehausen@fairhaven-ma.gov](mailto:wrensehausen@fairhaven-ma.gov)>, Timothy Cox <[tcx@fairhaven-ma.gov](mailto:tcx@fairhaven-ma.gov)>, Brad Fish <[bfish@fairhaven-ma.gov](mailto:bfish@fairhaven-ma.gov)>

Good morning Wendy,

I'll be willing to be moderator.

Del  
Delfino Garcia  
Principal Assessor  
Notary Public  
Town of Fairhaven  
Office: 508-979-4023 Ext. 111  
Fax: 508-979-4079  
Office Hours: 8:30 am - 4:30 pm / M-F

On Tue, May 11, 2021 at 10:23 AM Wendy Graves <[wgraves@fairhaven-ma.gov](mailto:wgraves@fairhaven-ma.gov)> wrote:

Hi All,

Andre Arzumanyan from the Adult Use Marijuna company needs a meeting moderator for a virtual community outreach meeting scheduled for Friday May 14th at 5:30-6:30 per the CCC's administrative order. Is there anyone that would be interested in moderating the meeting? Please let me know by 4:00 today.

Thank you,  
Wendy L. Graves  
Acting Town Administrator  
Town of Fairhaven

[Quoted text hidden]



## PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

### Overview

Elevation Retail II LLC (“Elevation”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support such populations, Elevation has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact New Bedford and Fall River.

### Goals

In order for Elevation to positively impact New Bedford and Fall River, Elevation has established the following goals:

1. To provide continuing service and reinvestment into the identified areas of disproportionate impact through workforce development, Elevation will hire at least 10% of their employees from Fall River and New Bedford.
2. To reduce the barrier to entry in the commercial adult use cannabis industry, Elevation will conduct at least four one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training

### Programs

Elevation has developed specific programs to effectuate its stated goals to positively impact New Bedford and Fall River. Such programs will include the following:

1. Prioritize the hiring of individuals from our identified areas of disproportionate impact;
  - a. Elevation plans on advertising employment opportunities across a broad number of outlets that will target the local communities of New Bedford

and Fall River. Among them will be prominent job sites such as Indeed.com, the company's social media channels such as Instagram, Facebook, Twitter, Youtube, Snapchat, TikTok etc..., local publications such as The Sun Chronicle and Wicked Local, and the local municipalities' news & social media boards.

- b. Employment opportunities will be posted as positions become available throughout the life of the business, with a large number of openings anticipated in preparation for initial launch.
2. Conducting at least four one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training; and
  - a. Elevation will conduct the educational seminars in compliance with all local and state regulations and plans on holding the sessions either virtually online or in-person at the company's premises or any other suitable meeting facility, such as a local hotel banquet/conference hall.
  - b. The seminars will be advertised and open to the general public and the company will be prepared to accommodate as many attendees as necessary to ensure every interested participant is accommodated. Management anticipates attendance of 50 individuals or fewer for these seminars at this time.
3. Holding at least one annual informational session regarding the process for sealing and expunging criminal records.
  - a. Elevation will conduct the annual expungement session in compliance with all local and state regulations and plans on holding the sessions either virtually online or in-person at the company's premises or any other suitable meeting facility, such as a local hotel banquet/conference hall.
  - b. The expungement sessions will be advertised and open to the general public and the company will be prepared to accommodate as many attendees as necessary to ensure every interested participant is accommodated. Management anticipates attendance of 50 individuals or fewer for these sessions at this time.

### Measurements

The President will administer the Plan and will be responsible for developing measurable outcomes to ensure Elevation continues to meet its commitments. Such measurable outcomes, in accordance with Elevation's goals and programs described above will include:

1. Documentation and monitoring of the number of employees hired, retained or

promoted that come from areas of disproportionate impact (Elevation will hire at least 10% of their employees from Fall River and New Bedford);

2. Documentation of the agendas, presentation material, and handouts that will be available at the seminars;
3. Documentation of the newspaper and social media advertisements of the seminars; and
4. Documentation and tracking of seminar attendance levels;

The President will review and evaluate Elevation's measurable outcomes no less than annually to ensure that Elevation is meeting its commitments. Elevation is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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





William Francis Galvin  
Secretary of the  
Commonwealth

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

May 27, 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

**ELEVATION RETAIL II, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 5, 2021**.

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: **ANDRE ARZUMANYAN**

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

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



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: L0090634048  
Notice Date: May 21, 2021  
Case ID: 0-001-167-117



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ELEVATION RETAIL II LLC  
385 GREAT RD  
BEDFORD MA 01730-2831

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, ELEVATION RETAIL II 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?***

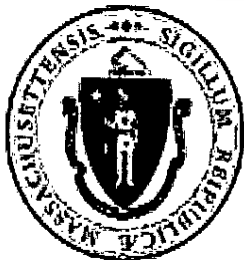
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001484504

1. The exact name of the limited liability company is: ELEVATION RETAIL II, LLC

2a. Location of its principal office:

No. and Street: 385 GREAT RD.  
City or Town: BEDFORD State: MA Zip: 01730 Country: USA

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

No. and Street: 385 GREAT RD.  
City or Town: BEDFORD State: MA Zip: 01730 Country: USA

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

TO ENGAGE IN RETAILING AND ANY LAWFUL ACT OR ACTIVITY FOR WHICH A CORPORATION MAY BE ORGANIZED UNDER MA GENERAL LAWS, CHAPTER 156C.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ANDRE ARZUMANYAN  
No. and Street: 385 GREAT RD.  
City or Town: BEDFORD State: MA Zip: 01730 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANDRE ARZUMANYAN	385 GREAT RD. BEDFORD, MA 01730 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANDRE ARZUMANYAN	385 GREAT RD BEDFORD, MA 01730 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of February, 2021,**  
**ANDRE ARZUMANYAN**

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



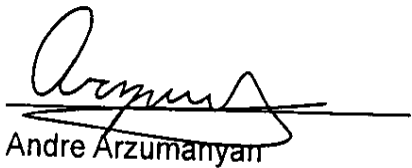
LETTER OF CONSENT

January 28, 2021

To Whom It May Concern:

I Andre Arzumanyan manager of ELEVATION RETAIL, LLC give consent to ELEVATION RETAIL II, LLC to use the name.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arzumanyan', is written over a horizontal line.

Andre Arzumanyan

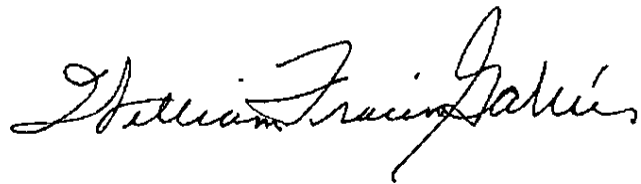
Authorized Agent, ELEVATION RETAIL, LLC.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

February 05, 2021 12:53 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned centrally on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**Limited Liability Company Agreement of  
ELEVATION RETAIL II, LLC.  
A Limited Liability Company**

**THIS OPERATING AGREEMENT** (this "Agreement") of ELEVATION RETAIL II, LLC., (the "Company"), is executed and agreed to, for good and valuable consideration, by the persons identified as Members on *Schedule A* (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members") and the Manager of the limited liability company.

**I. Formation.**

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for ELEVATION RETAIL II, LLC., a Manager-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

242 MANSFIELD AVE., NORTON, Massachusetts 02766, or such other location as shall be selected from time to time by the Manager.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is ANDRE ARZUMANYAN. The Agent's registered office is 385 GREAT RD., BEDFORD, Massachusetts 01730. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

**II. Purposes and Powers.**

A. Purpose. The Company is created for the following business purpose:

TO ENGAGE IN RETAILING AND ANY LAWFUL ACT OR ACTIVITY FOR WHICH A CORPORATION MAY BE ORGANIZED UNDER MA GENERAL LAWS, CHAPTER 156D.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. The Member votes to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Member or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

### **III. Member.**

A. The Member. The sole member of ELEVATION RETAIL II, LLC. at the time of adoption of this Agreement is ANDRE ARZUMANYAN (the "Member").

B. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

D. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

E. Member Voting.

1. *Voting power.* In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

F. Manager's Duty to File Notices. The Manager shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Manager may delegate this responsibility to an Officer at the Manager's sole discretion.

G. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

**IV. Accounting and Distributions.**

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

**V. Tax Treatment Election.**

A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as a S-Corporation.

**VI. Board of Managers.**

A. Creation of a Board of Managers. The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may install one of the Members as a Manager and as the Chairman. The Members may determine at any time in their sole and absolute discretion the

number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The authorized number of Managers may be increased or decreased by the Members at any time in its sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

1. *Meetings.* The Board may hold meetings, both regular and special, within or outside the state of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, facsimile, mail or any other means of communication.

i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.

E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Member, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board. The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Member; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or
3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

## **VII. Officers.**

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any



time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

- i. where required or permitted by law or this Agreement to be otherwise signed and executed;
- ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.

2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Massachusetts law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in

books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at its regular meetings or when the Board Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

#### **VIII. Fiduciary Duties of the Board and Officers.**

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Massachusetts.

B. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Manager or Officer reasonably believes are within the persons' professional or expert competence.
3. A committee of Members or Managers of which the affected Manager or Officer is not a participant, if the Manager or Officer reasonably believes the committee merits confidence.

#### **IX. Dissolution.**

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the

filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law.

**X. Exculpation and Indemnification.**

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

**XI. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law.

## **XII. General Provisions.**

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).

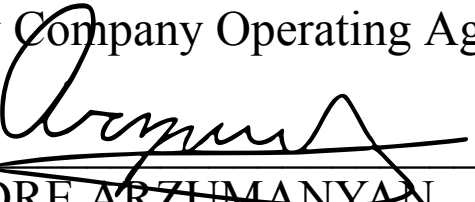
G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous

agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Manager and Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of February 12, 2021.

By:  \_\_\_\_\_ Date: February 12, 2021  
ANDRE ARZUMANYAN

## DUA GOOD STANDING ATTESTATION

Signed under the pains and penalties of perjury, I, Andre Arzumanyan, an authorized signatory of Elevation Retail II LLC, certify that I am unable to complete Employer Registration with the Department of Unemployment Assistance at this time. I have been instructed to return and register once employment begins.

  
\_\_\_\_\_  
Signature

August 6, 2021  
\_\_\_\_\_  
Date

Name: Andre Arzumanyan

Title: President

Entity: ELEVATION RETAIL II LLC

# Elevation Retail II LLC

## BUSINESS PLAN

June 2021



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# 1. EXECUTIVE SUMMARY

## Mission Statement

Elevation Retail II LLC (“Elevation”) is a local, community focused operator led by an experienced management team with a demonstrated track record of professional Marijuana Establishment operations. The Company’s mission is to be a model corporate citizen in the communities in which we have the pleasure and benefit of operating by creating an inclusive and positive environment that provides consistent, high quality alternative therapy and wellness products to consumers who are 21 years of age or older.

## Our Products

Elevation will offer a variety of cannabis products that will be compliant with the guidelines and regulations set out by the Commonwealth. In addition to traditional sativa, indica, and hybrid cannabis flower, Elevation will offer a range of products and services that will allow the company to serve its customers. Products Elevation intends to offer include, but may not be limited to:

1. Cannabis Flower and Prerolls
2. Concentrates and Vape Cartridges
3. Tinctures, Edibles, Tablets and Beverages
4. Topical Salves, Creams, Lotions, Patches and Sprays

## What Drives Us

1. Delivering the highest quality alternative therapy and wellness products with passionate and knowledgeable customer service.
2. Hiring employees and contractors from the Fairhaven community;
3. Hiring employees and contractors from Fairhaven and the surrounding area that have been particularly harmed by the war on drugs;
4. Hiring employees from Fairhaven and surrounding economically distressed communities and giving them the space and knowledge to flourish professionally within Elevation and the cannabis industry as a whole;
5. Having a diverse and socially representative pool of employees;
6. Serving customers 21 years of age or older with a wide variety of high quality products that are safe, effective and consistent;
7. Supporting and assisting local communities, including in offsetting the cost of Elevation’s operations within their communities; and

8. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;

## **2. COMPANY OVERVIEW**

### Introduction

Elevation Retail II LLC (“Elevation”) is a local, community focused operator led by experienced management with a demonstrated track record of professional Marijuana Establishment operations. The Company is seeking to operate An Adult Use Marijuana Establishment on Bridge Street and is committed to creating an inclusive and positive community environment in the Town of Fairhaven, providing consistent, high quality alternative therapy and wellness products to consumers who are 21 years of age or older. Elevation will bring its experience, with extensive technical, intellectual, and human resources to the development, startup and operations of a Marijuana Establishment in the Town of Fairhaven.

### Operations

Elevation will operate under its comprehensive Standard Operating Procedures for all facets of the company’s operations including inventory controls and security procedures for the adult use distribution of marijuana products.

No marijuana products will be sold or otherwise marketed that are not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Elevation will maintain records, which are available for inspection by the Commission and the Town of Fairhaven upon request. The records are maintained in accordance with generally accepted accounting principles.

Elevation has obtained and maintains general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. Additionally, Elevation registered agents will comply with all local rules, regulations, ordinances, and bylaws.

### Security

Elevation has contracted with a professional security and alarm company to

design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community. Elevation's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Fairhaven Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Elevation's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Elevation will maintain a current list of individuals with access.

On-site consumption of marijuana by Elevation's employees and visitors will be prohibited and Elevation will have security personnel on-site during business hours.

### Benefits to the Town of Fairhaven

Elevation will work cooperatively with the Town of Fairhaven, which approved the 2016 Ballot Question 4 legalizing adult use marijuana. To ensure that Elevation operates as a responsible corporate citizen of the Fairhaven community, Elevation will work to establish a mutually beneficial relationship with the Town for granting Elevation the right to site and operate in the Town of Fairhaven. As a result, the Town stands to benefit in various ways, including but not limited to the following:

- **Jobs:**
  - A dispensary will add approximately 40 full-time and part time jobs, in

addition to hiring qualified, local contractors and vendors from Fairhaven.

- **Monetary Benefits:**

- A Host Community Agreement with significant monetary contributions and donations will provide the Town with additional financial benefits beyond local property taxes.

- **Access to Quality Product:**

- Elevation will allow qualified consumers in the Fairhaven and surrounding areas to have access to high quality cannabis flower and products that are tested for cannabinoid content and contaminants.

- **Control:**

- In addition to the Cannabis Commission, the Fairhaven Police Department and other municipal departments will have oversight over Elevation's security and fire prevention systems and processes.

- **Responsibility:**

- Elevation is led by experienced Marijuana Establishment management, who have been thoroughly background checked and evaluated by the Commission to meet and exceed the stringent criteria set forth by the CCC.

- **Economic Development:**

- Elevation's involvement and economic activity in the Fairhaven community will contribute to the revitalization of the area at the currently vacant industrial site, and contribute to the overall economic development of the local community.

## Zoning

To be located in a 1,800 sq. ft. building at 240 Bridge St, the proposed adult use retail establishment complies with all Fairhaven zoning requirements and bylaws and will include sufficient on site and accessory parking for customers and employees.

In accordance with the Commission's regulations, the property is not located within 500 feet of any public or private school providing education in kindergarten or any of grades 1 through 12 or a licensed daycare center, nursery school, preschool, building operated as part of the campus of any private or public institution of higher learning, playground, park, public library, church, excluding chapels located within a cemetery, substance abuse treatment facility, Marijuana Establishment, or Medical Marijuana Treatment Center.

### **3. MARKET RESEARCH**

#### Industry

The Cannabis Industry is among the fastest growing industries in the United States with sales revenues continuing to increase each year and conservative estimates of \$21-\$24 billion in US annual sales of cannabis in 2021 alone. Estimates for the Massachusetts legal cannabis market range from \$1.17B - \$1.2B in 2021 (Source: ArcView Market Research and New Frontier) and Fairhaven has the opportunity to participate in its share of the market in the Commonwealth.

#### Customers

Elevation's target customers include adults 21 years of age and older seeking high quality alternative therapy and wellness cannabis products in a friendly and knowledgeable environment.

#### Competitors

Elevation's competitors include other local, regional, and national cannabis dispensary operators operating in Fairhaven and the Commonwealth.

#### Competitive Advantage

Elevation's competitive advantages include an experienced leadership and operations team with years of professional marijuana establishment operations experience.

Additionally, the company has existing relationships with wholesale providers in the Commonwealth of Massachusetts and has arranged for favorable long term product and inventory supply agreements, giving Elevation stability over its supply chain and the quality of products available for consumers.

Finally, Elevation meticulously selects the locations at which it seeks to operate, focusing on high-traffic, high-visibility sites that work well within the local community ecosystems and will stand the test of time of the rapidly changing state of the legal cannabis industry in Massachusetts.

#### Regulations

Elevation is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Elevation is registered to do business in the Commonwealth as a domestic business corporation and will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Elevation will apply for all state and local permits and approvals required to build and operate the facility in Fairhaven

Elevation will also work cooperatively with various municipal departments in the Town of Fairhaven to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, construction, operation, and security.

## **4. PRODUCTS & SERVICES**

The core products available for sale will be high quality cannabis flower and cannabis derivative products, which will come in a variety of strains and product types. Elevation will also engage in the sale of marijuana related products, such as accessories and hardware.

### **4.2 Pricing Structure**

Elevation's pricing structure will vary based on market conditions and the company plans to market products of superior quality at value-based pricing and will price its products accordingly.

## **5. SALES & MARKETING**

### **5.1 Growth Strategy**

Elevation will seek additional, high quality locations in the surrounding area to expand business and reach an increasing number of legal marijuana customers in the near future. Elevation's plan to grow the company includes:

1. Obsessive focus on the customer experience;
2. Strong and consistent branding and value proposition;
3. Passionate and thoughtful staff of industry professionals;
4. Intelligent, targeted, and compliant marketing;

### **5.2 Communication**

Elevation will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general

public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Elevation will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a1/2)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Elevation will communicate with customers through:

1. A company run website;
2. The company’s social media assets such as Instagram, Facebook, Twitter, and Snapchat;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Opt-in direct communication channels such as SMS and Email;

Elevation will provide a real-time catalogue and a printed list of the prices and products available to consumers and will post the same catalogue and list on its website and in the retail store.

### **5.3 Sales**

Elevation will sell its products and services by engaging customers with knowledgeable in-store personnel.

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



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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Elevation will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

#### 5.4 Logo

Elevation has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use medical symbols, images of marijuana or related paraphernalia.

## 6. FINANCIAL PROJECTIONS SUMMARY

	First Full Year Projections	Second Full Year Projections	Third Full Year Projections	Fourth Full Year Projections	Fifth Full Year Projections
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Avg. Monthly Visits	17,617	18,145	18,690	19,250	19,828
Annual Revenue	\$17,123,652	\$17,637,362	\$18,166,482	\$18,711,477	\$19,272,821
Total Expenses	\$11,644,083	\$11,993,406	\$12,353,208	\$12,723,804	\$13,105,518
Est. HCA Impact Fee (3%)	\$513,710	\$529,121	\$544,994	\$561,344	\$578,185
Optional Local Sales Tax (3%)	\$513,710	\$529,121	\$544,994	\$561,344	\$685,071
<b>Total Revenues to Fairhaven</b>	<b>\$1,027,419</b>	<b>\$1,058,242</b>	<b>\$1,089,989</b>	<b>\$1,122,689</b>	<b>\$1,263,256</b>

## **7. LEADERSHIP**

Elevation is led by Andre Arzumanyan, who is an experienced cannabis operator, and has assembled an experienced team to implement the operations of the dispensary. We intend to create 36 - 42 full and part time staff positions within the first three years of operations in the Town of Fairhaven. No individual on the Elevation team is a controlling individual with more than three licenses in a particular class of license and no manager, director, officer, investor, or other individual affiliated with the company has been convicted of any criminal disqualifying conditions, offenses, and violations pursuant to 935 CMR 500.

### ***Andre Arzumanyan: (President, Elevation Retail II LLC)***

Andre is an experienced executive and operator with nearly two decades of demonstrated leadership in the services, hospitality, and information technology industries. Prior to Elevation, Andre spent over two years leading Business and Community Development at vertically integrated operator Solar Therapeutics, Inc., overseeing all facets of the company's retail business launch and expansion into a multi-location, and soon to be multi-state, operator. Skilled in Management, Retail Operations, Business Development, Enterprise Software, E-commerce, and Strategic Planning, Andre enjoys reading and being outdoors and holds a BS in Economics from the University of New Hampshire.

## **8. FINAL REMARKS**

Elevation will be a local community-focused partner first, and an experienced, professional operator second. In addition to partnering on favorable host community agreements with municipalities, Elevation seeks out high-impact charitable donations and volunteering opportunities within the local communities in which we have the responsibility of operating.

Our company is dedicated to promoting equity in its operations for diverse populations, such as minorities, women, veterans, people with disabilities , and people of all gender identities and sexual orientations and Elevation makes commitments in spirit and practice to prioritize hiring and doing business locally by proactively selecting members of the Fairhaven community in hiring and selection of vendors to support operations.

The legal cannabis market promises to be one of the fastest growing industries in Fairhaven and Commonwealth of Massachusetts, and Elevation will position itself to be

a regional market leader in the Town of Fairhaven. Elevation welcomes the opportunity to better understand the Town of Fairhaven's vision for the emerging cannabis industry and we look forward to the opportunity of being an engaged, contributing member of the Fairhaven Community.

## PLAN FOR LIABILITY INSURANCE

Elevation Retail II LLC ("Elevation") plans to contract with Nationwide to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Elevation will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Elevation will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Elevation will keep reports documenting compliance with 935 CMR 500.105(10).

## PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

If necessary, Elevation Retail II LLC (“Elevation”) has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, Elevation will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Elevation will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs at Elevation’s retail establishments (if granted separate licenses by the Commission). For the first 6 months of operations, 35% of Elevation’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Elevation location and transferable to Elevation’s retailer location within 48 hours. Elevation may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Elevation will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi- permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well as the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or

older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

Elevation will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

More specifically, separation measures include policies and procedures requiring that:

- If co-locating Medical and Adult Use, Elevation shall provide a separate area for confidential patient consultation and the signage shall state, "Consultation Area" per *935 CMR 502.140*
- After Elevation has been dispensing for a period of six months or longer, the company shall maintain a quantity and variety of marijuana for patients that meets the demand indicated by an analysis of sales data collected during the preceding six months in accordance with *935 CMR 500.140(6)*. *935 CMR 502.140*
- Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the retailer as closely as possible per *935 CMR 502.140*
- Elevation shall submit to the Commission a quarterly inventory plan to reserve a sufficient quantity and variety of marijuana for registered patients. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, the retailer shall submit a report to the Commission per *935 CMR 502.140*
- Elevation shall perform audits of patient supply available at the establishment on a weekly basis and retain those records for a period of six months per *935 CMR 502.140*
- Elevation may transfer marijuana products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety per *935 CMR 502.140*
- Elevation shall use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area per *935 CMR 502.140*

## RESTRICTING ACCESS TO MINORS AND THE ILLICIT MARKET

Pursuant to 935 CMR 500.050(5)(b), Elevation Retail II LLC (“Elevation”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID.

All Elevation employees and registered agents must be 21 year of age or older per 935 CMR 500.029 or 500.030.

Upon entry into the premises of the marijuana establishment by an individual, a Elevation agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

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

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

## QUALITY CONTROL & TESTING

Elevation Retail II LLC (“Elevation”) will comply with the following sanitary requirements:

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



Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Elevation will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Elevation's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Elevation will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Elevation will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Elevation will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

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

with applicable state and local statutes, ordinances, and regulations.

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

Testing of Elevation's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

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

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

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

# STAFFING AND PERSONNEL PLAN

## Overview

Elevation will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Elevation will keep, at a minimum, the following personnel records:

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

## Job Descriptions

Store Manager: The Store Manager will be responsible for the overall management of staff, standard operating procedures, scheduling, inventory, compliance, supplies, and all other tasks that arise in a dynamic retail environment. The Store Manager will:

- Oversee the day-to-day operations
- Ensure store compliance with all local, state and federal regulations including maintaining written SOPs as changes to policy and/or regulations occur and ensure compliance among team
- Oversee a distribution process that is professional, confidential and safe for all customers
- Serve as a liaison to the local community by providing accurate information to customers and citizens
- Monitor and maintaining inventory levels as well as keeping track of expiring products
- Manage financial records and daily cash handling procedures
- Maintain a clean and organized store

Assistant Store Manager: The Assistant Store Manager (ASM) motivates and organizes our team of Associates while ensuring customer satisfaction, safety, product quality, security & compliance within the store. The Assistant Store Manager will:

- Lead and support the Associate team to deliver best-in-class service
- Maintain store compliance with all local, state and federal regulations

- Oversee security measures and safety compliance
- Assist in verifying order deliveries for accuracy
- Manage cash handling procedures and record keeping while ensuring accuracy of all transactions, deposits, and records
- Assist with required paperwork and state tracking system recording
- Complete and appropriately delegate tasks assigned during scheduled shift
- Maintain open communication with the management team and other coworkers
- Work with the SM to onboard and train new Associates.
- Maintain a clean and organized store

Store Associate: Store Associates will provide guidance and educate each customer with their cannabis needs. Associates will:

- Provide each customer with best-in-class customer service
- Ensure that all forms and other paperwork are properly completed
- Comply with all state regulations and company standard practices and procedures
- Educate customers on all varieties of cannabis and cannabis-infused products in the store
- Accurately processes and dispenses cannabis to customers
- Stock/restock product
- Maintain cleanliness of display cases and store
- Operate POS system and efficiently and accurately process payments
- Complete other tasks as assigned by management

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

- Provide general training to Elevation agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Elevation facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Elevation facility;
- Lead a working group comprised of the President, Vice President, and any other

designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Elevation agents and assets;

- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted the appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

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

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

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

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

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

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

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

- Oversee hiring and release of Elevation agents;
- Review and revise Elevation personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Elevation agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

## **Agent Personnel Records**

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;

- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

## **Confidentiality Policy**

Elevation's company philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of the information. Additionally, Elevation will only collect personal information that is required to pursue its business operations and to comply with the Commission's reporting and disclosure requirements. Personal information collected by the company includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefits plan enrollment information, which may include dependent personal information, and school/college or certification credentials. All pre-employment inquiry information and reference checking records conducted on employees and former employee files are maintained in locked, segregated areas and are not used by the company in the course of its business operations.

Personal employee information will be considered confidential and as such will be shared only as required and with those who have a need to have access to such information. All hard copy records will be maintained in locked, secure areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be safeguarded under company proprietary electronic transmission and intranet policies and security systems. Participants in company benefit plans should be aware that personal information will be

shared with plan providers as required for their claims handling or record keeping needs.

Company-assigned information, which may include organizational charts, department titles and staff charts, job titles, department budgets, company coding and recording systems, telephone directories, email lists, company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company maintains the right to communicate and distribute such company information as it deems necessary to conduct business operations.

If an employee becomes aware of a material breach in maintaining the confidentiality of his or her personal information, the employee should report the incident to a representative of the human resources department. The human resources department has the responsibility to investigate the incident and take corrective action. Please be aware that a standard of reasonableness will apply in these circumstances. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates, i.e., day and month is not considered confidential and will be shared with department heads who elect to recognize employees on such dates.
- Personal telephone numbers or e-mail addresses may be distributed to department heads in order to facilitate company work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes and for timekeeping purposes will be shared with department heads.
- Employee's company anniversary or service recognition information will be distributed to appropriate department heads periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes for periodic benefit plan changes or periodic benefits statement updates.

## **Staffing Plan**

### **Hiring and Recruitment**

Elevation's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and



whether specific positions need to be created in response to company needs. Elevation's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

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

### Standards of Conduct

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

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

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or

discriminatory behavior of non-employees directed at Elevation employees or customers is also condemned and will be promptly addressed.

#### *Violence and Weapons in the Workplace*

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

#### At-Will Employment

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

#### Workplace Attire

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

### **Personnel Policies and Procedures**

#### Standard Employment Practices

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

#### Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual

performance evaluations will be critical for any promotions or pay increases.

#### Written Policies

Elevation's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, confidentiality, and compliance hotline.

#### Investigations

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

#### Designated Outside Counsel

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

### **Job Status**

#### Job Classifications

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

#### Work Schedules

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

to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

### *Mandatory Meetings*

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

### *Breaks*

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

### *Performance Reviews*

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

### *Leave Policies*

Elevation leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Elevation will determine which holidays will be observed and which departments will not be required to work. Elevation will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Elevation anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and

- Christmas Day;

## **Alcohol, Smoke, and Drug-Free Workplace Policies**

### Purpose

Elevation Retail II LLC (“Elevation”) is committed to an Alcohol, Smoke, and Drug-Free Workplace. Alcohol and drug abuse pose a threat to the health and safety of Elevation employees and the security of the company's equipment and facilities. Elevation is committed to the elimination of drug and alcohol use and abuse in the workplace. Elevation is also committed to advising its employees of the Massachusetts Bureau of Substance Addiction Services (BSAS) to seek guidance for the prevention, intervention, treatment, and recovery support for substance addiction.

This Policy applies to all employees or individuals affiliated with Elevation, whether paid or unpaid, in violation of this policy can be immediately terminated. Elevation will update this Policy as needed per regulation change, other mandates, and will be reviewed at a minimum annually.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications including medical marijuana given the employee has a current, valid prescription, from a state with an operational medical marijuana program.

However, the consumption of medical marijuana in **any** form, on any Elevation premises, vehicle or property is **strictly prohibited**. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Employees should not, however, disclose to Elevation underlying medical conditions unless directed to do so.

### Work Rules

1. Whenever employees are working, operating any Elevation vehicle, or are present on the Elevation premises they are prohibited from the following:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
  - c. Possessing or consuming alcohol.
2. Elevation will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking prescribed medication must carry it in

the container labeled by a licensed pharmacist/dispensary or be prepared to produce it if asked.

3. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution. Consideration will be given to those who test positive for marijuana due to recreational legalization.

#### Pre-employment

1. All applicants may be subject to a drug test before beginning work or receiving an offer of employment.
2. Refusal to submit to testing will result in disqualification of further employment consideration.
3. Consideration will be given to those who test positive for marijuana due to recreational legalization, however use of marijuana or intoxication on Elevation premises is prohibited.

#### Reasonable Suspicion

1. Employees are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession or impairment.
2. A Member of the management team should be consulted before sending an employee for testing.

#### Post-accident

1. Employees are subject to testing when they cause or contribute to accidents that seriously damage a Elevation vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that drug use could have contributed to the incident.
2. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident.
3. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner.

#### Follow-up

1. Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, Elevation may offer an employee who violates this policy or tests positive the opportunity to return to work on a basis under mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Elevation for a minimum of six months but

not more than one year as well as a waiver of the right to contest any termination resulting from a subsequent positive test.

2. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate discharge from employment.

#### Collection and Testing Procedures

1. Employees subject to alcohol testing should be driven to a Elevation designated facility and directed to provide breath specimens.
  - a. Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee.
  - b. If an employee's breath alcohol concentration is .04 or more, a second breath specimen should be tested approximately 20 minutes later.
  - c. The results of the second test should be determinative.
  - d. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.
2. Applicants and employees subject to drug testing should be sent to a Elevation designated medical facility and directed to provide urine specimens.
3. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens.
4. Collected specimens should be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone, and propoxyphene use.
5. The laboratory should screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

#### Consequences

1. Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.
2. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.
3. The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.
4. Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test.

5. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of the management team.
6. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

#### Confidentiality

1. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.
2. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

#### Inspections

1. Elevation reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband.
2. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband.
3. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

#### Crimes Involving Drugs

1. Elevation prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business.
2. Elevation employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.
3. Elevation does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Elevation reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises.
4. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence immediately to management which will be reported to the Commission within (5) days.



5. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's record with Elevation.

#### Reasonable Suspicion and Post-Accident Testing Protocol

1. The employee will be advised that Elevation believes that there is reasonable suspicion to believe that he or she is affected by illegal drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being offered to confirm or deny this suspicion.
2. The employee will be sent to Elevation' contracted testing facility
3. Before leaving for the testing facility, supervision/management will contact the testing facility to inform it that a staff member from Elevation will be arriving and will need a drug or alcohol test completed.
4. The employee to be tested shall adhere to the rules and regulations of Elevation' contracted testing facility.

#### Substance Addiction Services

1. Elevation employees will be advised of the Bureau of Substance Addiction Services (BSAS) which oversees the statewide system of prevention, intervention, treatment, and recovery support services for individuals, families, and communities affected by gambling and substance addiction.

#### Enforcement

1. The Elevation management team is responsible for policy interpretation, administration, and enforcement.
2. Grounds for immediate termination and revocation of the Agent Registration Card.
3. Each of the following, in and of itself, constitutes grounds for termination, revocation of Agent Registration Card, and will be reported to the Commission.
  - a. Fraudulent use of Agent Registration Card including, but not limited to, tampering, falsifying, Selling, Transferring, distributing, or giving Marijuana to any unauthorized person.
  - b. Conviction, guilty plea, a plea of *nolo contendere*, or admission to enough facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.
  - c. A conviction of a felony drug offense in the Commonwealth or a like violation of the laws of other Jurisdictions shall be adequate grounds for the revocation of a Marijuana Establishment Agent Registration Card.

## **Disciplinary Policies**

### **Purpose**

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

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

### **Procedure**

#### **Step 1: Counseling and Verbal Warning**

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

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

#### **Step 2: Written Warning**

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

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the

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

### *Step 3: Suspension and Final Written Warning*

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

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

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

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

### *Step 4: Recommendation for Termination of Employment*

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Elevation will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Elevation reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and

an employee may be terminated without prior notice or disciplinary action.

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

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

### Appeal Process

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

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

### Performance and Conduct Issues Not Subject to Progressive Discipline

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

### Documentation

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

### Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee

separates from Elevation, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

### *Types of Separation*

#### *1. Resignation*

Resignation is a voluntary act initiated by the employee to end employment with Elevation. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

#### *2. Retirement*

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

#### *3. Job Abandonment*

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

#### *4. Termination*

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

#### *5. Reduction in Workforce*

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

#### *6. Release*

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the

temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

#### *7. Immediate Dismissal*

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 shall be immediately terminated per 935 CMR 500.105(1).

#### *Exit Interview*

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

#### *Return of Property*

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

#### *Termination of Benefits*

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

#### *Health Insurance*

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

#### *Rehire*

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and

requirements of the position, including any qualifying exam, when required.

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

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

## **Compensation**

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

### *Selection Criteria*

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Elevation, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is

able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### Responsibilities

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

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

### Management Responsibility

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

### **Agent Background Checks**

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



accordance with 935 CMR 500.101(1), Elevation will consider:

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

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Elevation will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
- After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Elevation along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Elevation or the Commission.

# RECORD KEEPING PROCEDURES

## General Overview

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

## Recordkeeping

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

- **Corporate Records:** are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report

■ Secretary of State Filings

- **Business Records:** Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at a minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;
  - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Elevation, including members, if any.
- **Personnel Records: At a minimum will include:**
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Elevation and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.

- **Handling and Testing of Marijuana Records**
  - Elevation will maintain the results of all testing for a minimum of one (1) year.
- **Inventory Records**
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- **Seed-to-Sale Tracking Records**
  - Elevation will use a POS Software to maintain real-time inventory. The POS Software inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
  - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- **Incident Reporting Records**
  - Within ten (10) calendar days, Elevation will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by Elevation for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- **Visitor Records**
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- **Waste Disposal Records**
  - When marijuana or marijuana products are disposed of, Elevation will

create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Elevation agents present during the disposal or handling, with their signatures. Elevation will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- **Security Records**

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

- **Transportation Records**

- Elevation will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

- **Agent Training Records**

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

- **Closure**

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

- **Written Operating Policies and Procedures:** Policies and Procedures related to Elevation's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Elevation's hours of operation and after-hours contact information, which will be provided to the Commission, made available to

law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.

- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to the Police Department and to the Commission;
  - Engaged in unsafe practices with regard to Elevation operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Elevation, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Elevation's website.
- Policies and procedures for the handling of cash on Elevation premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for

implementation of such opportunities;

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

### **Record-Retention**

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



## MAINTENANCE OF FINANCIAL RECORDS

Elevation operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Ensuring that no software or other methods to manipulate or alter sales data are utilized per *935 CMR 500.140(6)*;
  - Conducting a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data per *935 CMR 500.140(6)*; and
  - If Elevation determines that software or other methods have been installed/utilized to manipulate or alter sales data: immediately disclosing the information to the Commission, cooperating in any investigation, and

taking such other action directed by the Commission per 935 CMR 500.140

- Maintaining records that Elevation has performed the monthly analysis, available to the Commission upon request, per 935 CMR 500.140(6);
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

## ENERGY EFFICIENCY AND CONSERVATION

Elevation Retail II LLC's ("Elevation") proposed use at 240 Bridge Street as an adult use retail marijuana establishment will take advantage of the latest architectural and design principles for energy efficiency and conservation. There will be no cultivation or product manufacturing of marijuana or marijuana products at this location.

Elevation has developed policies and procedures for energy efficiency and conservation. These procedures include:

1. Identification of potential energy-use reduction opportunities, and plans for implementation of such opportunities, such as;
  - a. The use of LED lighting fixtures, maximising daylighting opportunities in the design process and specifying low VOC building materials;
  - b. Integrating mechanical, electrical, and plumbing systems into the overall interior design to provide energy efficiency and conservation opportunities;
  - c. Monitoring energy consumption with an energy consumption monitoring system and making adjustments to operations based on energy usage data;
  - d. Applying industry best practices for energy efficiency during the design and architecture process for the new buildout; and
  - e. Identifying and energy savings opportunities when equipment fails and needs to be replaced.
2. Consideration of opportunities for renewable energy generation, such as;
  - a. Prioritizing green and sustainable energy suppliers when available, with periodic evaluation of renewable supplier options;
  - b. Evaluation of solar power generation at the retail facility;
  - c. Identifying and evaluating the latest state of the industry and art for renewable or alternative energy opportunities as part of any facility upgrades, renovations, or expansions; and
  - d. Identifying and evaluating renewable or alternative energy opportunities when equipment fails and needs to be replaced.
3. Strategies to reduce electric demand, such as:
  - a. The use of LED lighting fixtures, energy efficient heating and cooling equipment, and maximizing daylighting opportunities;

- b. Evaluation and implementation of lighting schedules, active load management, and energy storage;
  - c. Monitoring energy consumption with an energy consumption monitoring system and making adjustments to operations based on energy usage data; and
  - d. Identification and evaluation of load curtailment, energy storage, or other active demand management programs such as virtual power purchase agreements.
- 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants, such as:
  - a. Conducting periodic energy assessments and audits available through programs such as MassSave;
  - b. Identifying energy saving opportunities available in the Commonwealth with the energyCents database to find all rebates (state and federal) offered in Massachusetts; and
  - c. Identifying and evaluating solar energy programs offered in the Commonwealth, such as the Solar Massachusetts Renewable Target (SMART) Program and the Municipal Light Plant Solar Rebate Program.

## QUALIFICATIONS & TRAINING

Elevation Retail II LLC. (“Elevation”) will ensure that all employees hired to work at an Elevation facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. The company anticipates the following positions at this location: Store Manager, Assistant Store Manager, Store Associate, Director of Security, Security Agent, Inventory Manager, and Inventory Associate.

### Qualifications

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

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

### Training

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

On or after December 1, 2020, all of Elevation’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Elevation’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Elevation’s owners, managers, and employees will then successfully complete the program once every year thereafter. Elevation will also encourage administrative employees who do

not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Elevation's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.

Once Elevation is designated a Responsible Vendor, all Marijuana Establishment Agents employed by Elevation that are involved in the handling or sale of Marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire per CMR500.105(2). Additionally, after successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter.

# DIVERSITY & INCLUSION PLAN

## Overview

Elevation is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, Elevation has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Elevation’s operations.

## Goals

In order for Elevation to promote equity for the above-listed groups in its operations, Elevation has established the following goals:

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment by using best efforts to hit or exceed the following demographic mix for individuals:
  - a. 50% Women
  - b. 30% Racial Minorities
  - c. 15% Veterans
  - d. 15% Persons with Disabilities
  - e. 15% LGBTQ+
2. Providing tools to ensure the success of individuals falling into the above-listed demographics in the form of four one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training.

## Programs

Elevation has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Advertising employment opportunities as they become available every month, in diverse publications including bilingual media such as the Standard Times of

New Bedford and The Herald News of Fall River, networking groups for those who identify with the above-listed demographics, and posting job options on public boards, including but not limited to Indeed, Facebook, Instagram, Twitter, and LinkedIn.

2. Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings. The briefing will be made available online and will include topics that pertain to the job opportunities in the marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business specialties. The company intends to hold these briefings as employment opportunities become available but no less frequently than annually.
3. Encouraging employees to refer applicants from diverse groups for employment.

### Measurements

The President will administer the Plan and will be responsible for developing measurable outcomes to ensure Elevation continues to meet its commitments. Such measurable outcomes, in accordance with Elevation's goals and programs described above, include:

- Counting the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with supporting documentation;
- Number and subject matter of trainings held and the number of individuals falling into the above-listed demographics in attendance; and
- A comprehensive description of all efforts made by Elevation to monitor and enforce the Plan.

The President will review and evaluate Elevation's measurable outcomes no less than annually to ensure that Elevation is meeting its commitments. Elevation is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

### Acknowledgements

- Elevation will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.