Massachusetts Cannabis Control Commission

Marijuana Transporter with Other Existing ME License

General Information:

License Number: MX281382

Original Issued Date: 10/07/2021

Issued Date: 10/07/2021

Expiration Date: 10/07/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Evokanna Labs LLC

Phone Number: 617-297-8722

Email Address: nick@evokanna.com

Business Address 1: 207 Kenoza St

Business Address 2:

Business City: Haverhill

Business State: MA

Business Zip Code: 01830

Mailing Address 1: 207 Kenoza St

Mailing Address 2:

Mailing City: Haverhill

Mailing State: MA

Mailing Zip Code: 01830

MARIJUANA ESTABLISHMENT LICENSE INFORMATION

License or Application Number: MPN281969 and MCN283141

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

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: 25.5 **Percentage Of Control:** 20

Role: Owner / Partner **Other Role:** President

First Name: Nicholas **Last Name:** Mortillaro **Suffix:**

Gender: User Defined (specify) **User Defined Gender:** Non-binary

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9.9 **Percentage Of Control:**

Role: Owner / Partner **Other Role:** Advisor

First Name: Matthew **Last Name:** Hoffman **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 12.2 **Percentage Of Control:** 20

Role: Owner / Partner **Other Role:** VP Cultivation

First Name: Bryant **Last Name:** Jones **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 25.5 **Percentage Of Control:** 20

Role: Owner / Partner **Other Role:** CEO

First Name: Matthew **Last Name:** Joffre **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 16 **Percentage Of Control:** 20

Role: Owner / Partner **Other Role:** VP Business Development

First Name: Carl **Last Name:** O'Neal **Suffix:** III

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1 **Percentage Of Control:** 20

Role: Other (specify) **Other Role:** Advisor

First Name: Joseph **Last Name:** Doughtery **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Evokanna, LLC **Entity DBA:** Evokanna **DBA City:**

Entity Description: Evokanna, LLC is the parent company for Evokanna Labs, LLC

Foreign Subsidiary Narrative:

Entity Phone: 617-297-8722 **Entity Email:** nick@evokanna.com **Entity Website:**

Entity Address 1: 207 Kenoza St **Entity Address 2:**

Entity City: Haverhill **Entity State:** MA **Entity Zip Code:** 01830

Entity Mailing Address 1: 207 Kenoza St **Entity Mailing Address 2:**

Entity Mailing City: Haverhill **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01830

Relationship Description: Evokanna Labs LLC is a wholly owned sub of Evokanna LLC. The ownership and control of Labs passes through the parent Evokanna to the subsidiary. Therefore the ownership and control of Evokanna the parent is disclosed and reflected as the ownership and control of the subsidiary.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Evokanna, LLC **Entity DBA:** Evokanna

Email: nick@evokanna.com **Phone:** 617-297-8722

Address 1: 207 Kenoza St. Haverhill **Address 2:**

City: Haverhill **State:** MA **Zip Code:** 01830

Types of Capital: Monetary/ Equity, Debt **Other Type of Capital:** Bridge Loan/ Convertible Note **Total Value of Capital Provided:** $350000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Nicholas **Last Name:** Mortillaro **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 2

First Name: Nicholas **Last Name:** Mortillaro **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 3

First Name: Matthew **Last Name:** Joffre **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 4

First Name: Matthew **Last Name:** Joffre **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 5

First Name: Carl **Last Name:** O'Neal **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 6

First Name: Carl **Last Name:** O'Neal **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 7

First Name: Peter **Last Name:** Dougherty **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 8

First Name: Peter **Last Name:** Dougherty **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 9

First Name: Matthew **Last Name:** Hoffman **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 10

First Name: Matthew **Last Name:** Hoffman **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 11

First Name: Bryant **Last Name:** Jones **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

Individual 12

First Name: Bryant **Last Name:** Jones **Suffix:**

Marijuana Establishment Name: Evokanna Labs LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Haverhill **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 14 South Pleasant Street

Establishment Address 2:

Establishment City: Ashburnham **Establishment Zip Code:** 01430

Approximate square footage of the Establishment: 46000 **How many abutters does this property have?:** 17

Have all property abutters have 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	HCA Evokanna Signed 07082020.pdf	pdf	5fbd78dd63caf5075a67bd69	11/24/2020
Certification of Host Community Agreement	HCA Certification Attestation.pdf	pdf	5fbd7a5391587f078718d098	11/24/2020
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation.pdf	pdf	5fbd7dadfda12507955824dd	11/24/2020
Plan to Remain Compliant with Local Zoning	ZBA Application Dick Approved.pdf	pdf	5fbd7ed791587f078718d0a7	11/24/2020
Plan to Remain Compliant with Local Zoning	Ashburnham CHA Special Permit Application (2).pdf	pdf	5fbd7ed8c3fca007695a71f9	11/24/2020
Plan to Remain Compliant with Local Zoning	14 S.Pleasant St. Signed Approval (1).pdf	pdf	5fbd7edad8789e0780e3f4bf	11/24/2020
Community Outreach Meeting Documentation	Community Outreach Notice Attachment B.pdf	pdf	6075d9133a37ef458c086214	04/13/2021
Community Outreach Meeting Documentation	Gardnernews AD Attachment A.pdf	pdf	6075da6acefab844e67143ed	04/13/2021
Community Outreach Meeting Documentation	Ashburnham Abutters Attachment C_Redacted.pdf	pdf	60b90d6cd96e5535e03958f4	06/03/2021

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	Positive Impact Plan June 2021 Final.pdf	pdf	60b93ff21c4d833622ce9318	06/03/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:** President, COO and CSO

First Name: Nicholas **Last Name:** Mortillaro **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify) **Other Role:** Advisor

First Name: Matthew **Last Name:** Hoffman **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 3

Role: Executive / Officer **Other Role:** CEO

First Name: Matthew **Last Name:** Joffre **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 4

Role: Owner / Partner **Other Role:** VP Cultivation

First Name: Bryant **Last Name:** Jones **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Advisor

First Name: Joseph **Last Name:** Dougherty **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Owner / Partner **Other Role:** VP Business Development

First Name: Carl **Last Name:** O'Neal **Suffix:** III

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: Evokanna, LLC **Entity DBA:** Evokanna

Entity Description: Evokanna Labs is a wholly-owned subsidiary of Evokanna, LLC.

Phone: 617-297-8722 **Email:** nick@evokanna.com

Primary Business Address 1: 207 Kenoza St. Haverhill **Primary Business Address 2:**

Primary Business City: Haverhill **Primary Business State:** MA **Principal Business Zip Code:** 01830

Additional Information: Evokanna LLC has direct control over the operations and management of its subsidiary.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Evokanna Labs LLC - Operating Agreement for CCC.pdf	pdf	6078eb9b16d4db44ccf58841	04/15/2021
Secretary of Commonwealth - Certificate of Good Standing	Attestation of Ineligibility for Unemployment Assistance.pdf	pdf	6078f139cefab844e6714e7f	04/15/2021
Articles of Organization	The Commonwealth of Massachusetts SOC Articles of Org Evokanna Labs May 13th 2021.pdf	pdf	609dacabe54b280786bb28be	05/13/2021
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts SOC COGS Evokanna LLC May 12th 2021.pdf	pdf	609dacaee067a90777b51ead	05/13/2021
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts SOC COGS Evokanna Labs May 12th 2021.pdf	pdf	609dacb109011007a03d2eb6	05/13/2021
Department of Revenue - Certificate of Good standing	certificate of good standing evokanna.pdf	pdf	60a6a06876d8cf07ef635903	05/20/2021

No documents uploaded

Massachusetts Business Identification Number: 001462571

Doing-Business-As Name: Evokanna

DBA Registration City: Haverhill

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Letter of Intent - Evokanna (1).pdf	pdf	5fbeb18b63caf5075a67c063	11/25/2020
Proposed Timeline	Evokanna Business Timeline.pdf	pdf	5fbeb3d615105a077971075d	11/25/2020
Business Plan	1.8 Evokanna Business Plan.pdf	pdf	6078ebda5997354560765a31	04/15/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of diversion -EVOKANNA-.pdf	pdf	5fbec2c487f4c7077b60ec8f	11/25/2020
Qualifications and training	Qualifications and training -EVOKANNA-.pdf	pdf	5fbec2ca301ec4074f7538ea	11/25/2020
Quality control and testing	Quality control and testing - EVOKANNA-.pdf	pdf	5fbec3db5ea0dd0748179410	11/25/2020
Maintaining of financial records	Record Keeping procedures Maintaining of financial records EVOKANNA.pdf	pdf	5fbec3ddaa3b3307861cf742	11/25/2020
Restricting Access to age 21 and older	Restricting Access to 21.pdf	pdf	5fbec3de728b9907c6dd5966	11/25/2020
Transportation of marijuana	Transportation of marijuana.pdf	pdf	5fbec4a2c3fca007695a753f	11/25/2020
Dispensing procedures	(Not) Dispensing -EVOKANNA-.pdf	pdf	5fbecd4387f4c7077b60eccd	11/25/2020
Energy Compliance Plan	Energy and Environment Compliance Plan- RFI	pdf	6078fa328bb25444af3013e1	04/15/2021

	Supplement.pdf			
Storage of marijuana	Storage of Marijuana RFI Update.pdf	pdf	60a2e4a2031c12076ccf5529	05/17/2021
Security plan	Evokanna Security Plan & Procedures RFI Update.pdf	pdf	60a2e4a3e54b280786bb33cf	05/17/2021
Record Keeping procedures	Record Keeping Procedures RFI Update.pdf	pdf	60a2e4a43bbe600765b4fc6b	05/17/2021
Personnel policies including background checks	Personnel Policies & Procedures Including Background Checks RFI Update.pdf	pdf	60a2e4a5e067a90777b529e3	05/17/2021
Diversity plan	Diversity Plan June 2021 Final.pdf	pdf	60b92f21e03d9635ef5be87b	06/03/2021
Inventory procedures	Inventory procedures June 2021 Final.pdf	pdf	60b933a6e03d9635ef5be88d	06/03/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

HOST COMMUNITY AGREEMENT
TOWN OF ASHBURNHAM AND EVOKANNA, LLC
Dated July 8, 2020

This Host Community Agreement (this "Agreement") is entered into as of _____, 2020, by and between the Town of Ashburnham, Massachusetts, by and through its Board of Selectmen, having a principal office at Town Hall, 32 Main Street, Ashburnham, MA 01430 (the "Town"); and Evokanna, LLC, a Massachusetts limited liability company, with a principal office address of 7 Maple Street, Maynard, MA 01754 (the "Company").

WHEREAS, the Company proposes to apply for a license issued by the Massachusetts Cannabis Control Commission ("CCC") to operate an Adult Use Marijuana Establishment licensed for the following: Marijuana Cultivator, Marijuana Product Manufacturer and Existing Licensee Transporter located at 14 South Pleasant Street, Ashburnham, MA 01430, pursuant to M.G.L. c. 94G, § 1 et seq. and the regulations thereunder, 935 C.M.R. 500.000 et seq., collocated with a Marijuana Treatment Center engaged in the cultivation, processing and transportation of medical marijuana, but not the dispensing or delivery of medical marijuana to patients, pursuant to M.G.L. c. 94I and 935 CMR 501.000 and 502.000 et seq. (collectively, "the Regulations");

WHEREAS, the Town supports the Company's intention to so operate a Marijuana Establishment and Marijuana Treatment Center at 14 South Pleasant Street, Ashburnham, MA 01430, operating under the license types listed above, provided it is properly licensed by the CCC, is authorized to operate under the Town's applicable local licensing and permitting processes, and conducts its operations in conformity with state and local law and with consideration for the community in which it is located;

WHEREAS, the Town expects to experience certain impacts arising from the Company's operations including, without being limited to, the increased use of municipal services; the increased use of municipal infrastructure; employees and equipment; increased traffic; and costs related to mitigating other impacts to the town and its residents (the "Municipal Impacts"); and

WHEREAS, the parties hereto wish to hereby set forth the conditions for locating and operating the Marijuana Establishment in the Town, including stipulations of responsibility between the Town and the Company pursuant to M.G.L. Chapter 94G, § 3.

NOW, THEREFORE, in consideration of mutual covenants set forth above, the parties hereto stipulate and agree as follows:

1. Community Outreach and Mitigation. The Company has conducted a Community Outreach Meeting consistent with 935 C.M.R. 500.101(1)(a)(9). The Company will implement the community impact mitigation plan for the operation of the Company in connection with the Community Outreach Meeting required by 935 C.M.R. 500.101(1)(a)(9) to address concerns of and minimize impacts to the neighborhood and community as a whole. The Company will disclose its community impact mitigation plan to the Town and agrees that in the event of future concerns or impacts raised to the Company or the Town, the Company will modify such plan to minimize neighborhood and community impacts, meet with the Town up to quarterly

to report on the implementation and effect of such plan, and provide a consistent and reliable point of contact to address community concerns as they arise.

2. Local Vendors and Employees. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make commercially reasonable efforts in a legal and non-discriminatory manner to solicit and give priority to Ashburnham-based vendors, businesses, suppliers, contractors, and builders in the provision of goods and services called for in the construction, maintenance, and continued operation of the Company. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to solicit and give hiring priority to qualified residents of Ashburnham as employees of the Company. Solicitation efforts shall include timely local advertisement of employment or vendor opportunities through Ashburnham-focused media or other outlets. The Company shall provide the Town with an annual report, together with its Annual Filing, indicating the percentage of Ashburnham-based employees hired and vendors used for goods and services as well as its good faith efforts to solicit local vendors and employees.

3. On-site Consumption. The Company agrees to prohibit on-site consumption of marijuana or marijuana-infused products, tetrahydrocannabinol (as defined in M.G.L. c. 94C §1) or cannabinoids at the Company. The Company also agrees to prohibit entertainment activities on site.

4. Annual Filing. Company shall submit a certification of its annual Gross Sales to the Town with the Company's payment of its Impact Fee (as defined below). The Town may require this certification to include all information or reports filed with the CCC, Massachusetts Department of Public Health, Office of the Attorney General or Department of Revenue. In the event of a dispute between the Town and the Company as to the certification of annual gross sales, the Company shall provide, at the Company's expense, a certification of its gross sales and payment of the Impact Fee by an independent financial auditor, who shall confirm after review of the Company's records that the Impact Fee has been paid in conformity with this Agreement. The Company shall fully cooperate with all disclosures necessary for the independent financial auditor to complete the review and certification.

5. Effective Date and Term. This Agreement shall take effect on the date upon which the Agreement has been duly executed by both parties, including approval and execution by the Town Board of Selectmen. However, the Impact Fee shall be payable for a five year term beginning on the date of first sale (the "Payment Term"). The Agreement shall continue in effect until Termination, defined below. Upon Termination, a successor Host Community Agreement must be executed in order for the Company to be able to continue to operate. So long as this Agreement has not been terminated earlier, the parties agree to begin negotiations for a successor agreement six (6) months in advance of the expiration of the Payment Term and agree to bargain in good faith. Nothing herein obligates the Town to execute a new or successor Host Community Agreement.

6. Taxes. At all times during the term of this Agreement, property, both real and personal, owned, leased or operated by the Company shall be treated as taxable, and all applicable real estate

and personal property taxes for that property shall be paid either directly by the Company or by its lessor. The Company agrees not to seek an exemption or reduction in the amount of its taxes by reason of non-profit or agricultural status. Notwithstanding the foregoing, (i) if real or personal property owned, leased, or operated by the Company is determined to be non-taxable or partially non-taxable; or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined by M.G.L. Chapter 59. Section 38; or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption. This payment shall be in addition to the Impact Fee, defined below. Nothing herein shall be construed to exempt the Company from payment of local, state, and federal taxes. All taxes and charges owed to the Town shall be paid on a current basis.

7. Impact Fee.

   A. Commencement Payment. The Company shall pay to the Town the sum of Twenty Thousand ($20,000.00) Dollars (the "Commencement Payment") to occur within 60 days following issuance of a commence operations permit from the CCC.The Commencement Payment shall act as a credit against the Impact Fee, defined below, until exhausted.
   B. Quarterly Payments. In mitigation of the Town's Municipal Impact Costs from the Company's operation of the Marijuana Establishment, defined below, the Company shall pay to the Town an Impact Fee equal to Two Percent (2 %) of the Company's Gross Sales for the first twelve month period, Two and One Half Percent (2 ½%) of the Company's Gross Sales for the second twelve month period, and Three Percent (3%) of the Company's Gross Sales thereafter. The Impact Fee shall be calculated quarterly as a percentage of Gross Sales starting on the first day of the Payment Term and ending on the last business day of each calendar year quarter. The Impact Fee shall be payable quarterly and shall be due thirty (30) days after the close of each calendar year quarter.
   C. Limitations on Impact Fee. The Impact Fee shall be subject to the following limitations.
      i. The Impact Fee shall be calculated and payable over the Payment Term, as defined above, and shall be subject to any other limitations imposed by the law of the Commonwealth of Massachusetts.
      ii. Impact Fee shall be capped at One Hundred and Twenty Five Thousand ($125,000) Dollars per twelve month period.
      iii. If the Impact Fee stated above is limited or reduced by the law of the Commonwealth of Massachusetts, the Impact Fee shall be equal to the maximum amount permissible.
      iv. The Impact Fee shall not be used as a credit against any other payment owed by the Company to the Town, such as taxes, water and sewer use charges, betterment fees, municipal electricity charges, permitting fees, fines, or any other sum payable to the Town.

   D. Gross Sales. The term "Gross Sales," as used herein and as employed in calculation of the Impact Fee, shall include sales of all goods and transportation services sold by the

Company which are cultivated, manufactured, processed, transported, provided, facilitated or managed at, by or through the Company's location in the Town. Goods sold shall include medical and adult use marijuana and marijuana-derived or infused products, cultivated, manufactured or processed at the Company's location in the Town. Services shall include the value of any third party transportation service contracts. Sales of goods cultivated, manufactured or processed at the Company's location in the Town and transferred to the Company's retail location elsewhere shall be measured as the wholesale value of said goods as reflected in the accounting records of the Company, so long as said records are maintained and valued in good faith, particularly in comparison with any other wholesale sales to third parties engaged in by the Company. The parties agree that this valuation shall constitute a sale for purposes of M.G.L. c. 94G. If the Company engages in the cultivation, manufacture or processing of hemp for the purpose of human ingestion or absorption, then the sales of such hemp shall be included in Gross Sales. Sales are calculated without regard to cost or expenses.

E. Municipal Impact Costs. The parties anticipate, after review, that the Town will experience various costs and impacts reasonably related to siting and operation of the Company's Marijuana Establishment in the Town. The parties agree that the Impact Fee's purpose is to mitigate the Company's costs and impacts on the Town, both expected and unforeseen, and that this Agreement represents the parties' best measure thereof. The Company agrees that these costs and impacts include but are not limited to increased use of police, fire, inspectional, public health, administrative and professional services; the provision of addiction programming; consulting services; educational programs; traffic; air pollution and nuisance odor; and increased use and wear of roads, bridges, stormwater, water and sewer and other infrastructure systems. Such increased use and wear may result in the need for systemic overhaul of municipal infrastructure. This Agreement shall have no effect on the Town's absolute discretion over expenditure and appropriation of the Impact Fee.

8. Nuisance and Impact Mitigation. In further mitigation of the Company's impact upon the Town, the Company agrees that it will undertake the following actions:

A. Water Use. The Company shall use all reasonable efforts to minimize its consumption of municipal water at its facility, including but not limited to the use water conserving appliances and high water use hydroponic cultivation. The Company agrees to communicate with the Town regarding methods of reducing municipal water use.

B. Wastewater and Sewer Use. The Company agrees to communicate with the Town regarding its cultivation and manufacturing process in order to reduce the impact on municipal sewer and wastewater, and at the Town's request shall install a sewer deduct meter at its facility to measure municipal wastewater discharge, at the Company's expense. The Company shall employ cultivation and manufacturing methods which limit the discharge of chemical contaminants into wastewater or groundwater. The Company shall communicate with the Town any change in its business operations which affect the volume or contamination of its municipal wastewater. The Company shall comply with reasonable Town requests for testing and monitoring of its wastewater discharge or storage.

C. Odor Control. The Company shall regularly monitor its premises to ensure that odor generated by the Company does not create a nuisance to the surrounding neighborhood.

The Company shall disclose to the Town all measures taken to mitigate odor, including the utilization of a closed air system and high capacity activated carbon filter fans, and shall maintain all equipment in good working order. The Town may require the Company to submit an Odor Mitigation Plan, which shall contain a plan to monitor odor, to receive and respond to complaints in a timely manner, to reduce or eliminate the emission of odor from the Company, and report to the Town.

9. Location and License. The Company agrees that this Agreement shall apply only to the proposed location at 14 South Pleasant Street, Ashburnham, MA 01430, and that it shall not engage in the operation of a dispensary or delivery of medical marijuana to patients under any Marijuana Treatment Center license granted, unless and until the Town enters into a separate Host Agreement with the Company for such use. The parties agree that the impacts would differ and are not contemplated or addressed under the present Agreement.

10. Non-Discrimination. The Company will carry out the obligations of this Agreement in full compliance with all of the requirements imposed by or pursuant to M.G.L. Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Company shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Company shall participate in the CCC's equity programs and shall provide documentation of its participation efforts to the Town with its annual certification of Gross Sales.

11. Covenants.

    A. During the duration of the effectiveness and Term of this Agreement, the Company hereby agrees that it shall:

        i. Within sixty (60) days after the close of each fiscal year, submit a report to the Town certifying the Gross Sales for such fiscal year, to be prepared by a certified public accountant and in accordance with generally accepted accounting principles.

        ii. Maintain the premises of the Marijuana Establishment in the Town in a neat and tidy condition and conduct its operations therein in a businesslike and professional manner, with due regard for the interests of this community. The Company shall annually update its site and facility maintenance/upkeep plan to the Town to ensure the Marijuana Establishment is kept in sanitary and litter-free condition.

        iii. Keep its hours of operation between 12:00 AM and 11:59 PM, 7 days a week, 52 weeks a year, or otherwise as specified by the Town's permitting authority.

iv. Comply with the Town's bylaws regarding signage or as otherwise specified by the Town's permitting authority.

v. Maintain and regularly update its security and safety plan with the Ashburnham Police and Fire Departments.

vi. Maintain the licenses required to operate the Marijuana Establishment in good standing with the CCC and comply with all applicable CCC regulations.

vii. Cooperate with all of the Town's municipal departments, boards, committees, and commissions to ensure that the Company's operations are in compliance with all of the local bylaws, rules, regulations, and policies.

viii. Operate its facility in a manner which does not create a public or private nuisance, and address any nuisance complaints promptly.

ix. Comply with any and all conditions lawfully imposed by local authorities.

x. Comply with all terms of this Agreement.

B. During the duration of the effectiveness and Term of this Agreement, the Town hereby agrees that it shall:

i. Communicate any complaints or concerns from its citizens about the Company's operations so that the Company may have the opportunity to address issues that arise concerning Company's operations.

ii. Accommodate the installation and use of state of the art security and fire protection/alert systems connected to the police and/or fire department, in accordance with state and local code and permitting requirements.

iii. Recognize the Company as having all the rights, duties, and responsibilities of, and deserving of equal treatment with, other business establishments in town.

iv. When contacted by the CCC, promptly provide any information requested concerning the Company, including confirmation of whether its site is in a proper zoning district, notwithstanding that a special permit may be required.

12. Assignment. This Agreement shall be binding upon the parties hereto, their successors, assigns, and legal representatives. The Company shall not assign, lease or transfer its interest in this Agreement without the advance written consent of the Town, which shall not be unreasonably withheld. A transfer by the Company shall include one occurring due to bankruptcy of the Company, a buyout or merger of the Company, assignment to a wholly-owned subsidiary or an assignment for the benefit of the Company's creditors.

13. Municipal Authority. This Agreement shall not affect or compromise the regulatory authority of the Town and its subsidiaries to carry out their enforcement, inspection, permitting, or

licensing duties, or the ability of the Town to fine, penalize, assess or tax the Company or in any way regulate its operations under the law.

14. Termination. This Agreement shall terminate upon five years after the commencement of the Payment Term, or earlier if terminated by either party as specified below.

A. The Town may earlier terminate this Agreement by ninety (90) days written notice to the Company due to any of the following events:

i. The Company fails to site a Marijuana Establishment or Marijuana Treatment Center within the Town, obtain its Final License from the CCC and commence operations within three years after the date of this Agreement.

ii. The Company, after Final Licensure, fails to maintain any of its licenses with the CCC in good standing.

iii. The Company commences any retail, dispensary, patient/consumer delivery or on-site consumption adult use or medical marijuana operations within the Town, without entering into a separate Host Agreement with the Town without obtaining all required licenses and local permits.

iv. The Company moves to a different location within the Town, unless agreed to by the Town in writing.

v. The Company fails to make any payments required in this Agreement within thirty (30) days after a late notice is issued by the Town.

B. The Company may earlier terminate this Agreement by ninety (90) days written notice to the Town.

C. Upon Termination the Company shall cease and desist all operations of any Marijuana Establishment or Marijuana Treatment Center within the Town and shall pay any remaining Impact Fee to the Town within thirty (30) days, prorated appropriately. In addition, the Company shall pay any and all outstanding municipal charges, assessments or betterments to the Town within sixty (60) days.

D. If the Company decides not to site or fails to site a Marijuana Establishment or Marijuana Treatment Center within the Town within three years following final licensure from the CCC, the Company will provide written notice of the intention not to proceed and will pay the Town the sum of Five Thousand ($5,000.00) dollars as liquidated damages for the resources expended by the Town for the review and negotiation of this Agreement within 30 days of providing such written notice.

E. General Provisions:

F. Notices. All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed

to the intended party at the address set forth in the first paragraph of this Agreement. A copy of all notices to the Town shall be sent to the Town Hall, 32 Main St., Ashburnham, MA 01430, [Attention: Town Administrator] [with a copy to the Town Solicitor's Office at the same address]. Notice to the Company shall be given to Evokanna, LLC, 7 Maple Street, Maynard, MA 01754, Attention: Matthew Hoffman, CEO & Manager with a mandatory copy to Burns & Levinson LLP, 125 High Street, Boston, MA 02110, Attention: Scott Moskol, Esq. Notices sent in this manner shall be deemed given three business days after mailed. Notices also may be given by personal delivery, sent via a regionally recognized overnight carrier (*e.g.*, FedEx, UPS), and shall be deemed given when delivered (if by personal delivery or overnight courier).

G. Severability. If any term or condition of this Agreement or any application thereof shall to any extent by held invalid, illegal, or otherwise unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

H. Choice of Law and Jurisdiction. This Agreement shall be governed by, constructed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without any consideration to conflicts of laws. Any action under this Agreement shall be brought in the Worcester Superior Court, and the Company hereby submits to the jurisdiction thereof. The Company agrees that it shall not challenge the validity or enforceability of any provision in this Agreement. In the event the Town prevails in a dispute with the Company under this Agreement, the Town shall be entitled to award of its reasonable attorneys' fees.

I. Amendment. Amendments or waivers of any term, condition, covenant, duty, or obligation contained in this Agreement may only be made by written amendment executed by duly authorized representatives of the Town and the Company, prior to the effective date of the amendment.

J. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third-party.

K. Liability of Public Officials. To the full extent permitted by law, no officer, official, employee, agent, commissioner, representative, board, commission and/or committee of the Town shall be individually or personally liable on any obligation of the Town under this Agreement.

L. Accounting. This Company shall maintain its books, financial records, and other compilation of date pertaining to the requirements of this Agreement in accordance with generally accepted accounting principles and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.

M. Integration. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and

representations, either written or oral and it shall not be modified or amended by a written document executed by the parties hereto.

[Remainder of page intentionally left blank]

The signatures set forth below indicate that the parties hereto agree to the terms set forth in this Agreement, in effect as of the date first written above.

THE TOWN:

THE TOWN OF ASHBURNHAM

BY ITS BOARD OF SELECTMEN

By: _____
Name: Leo Jaussens II, Chair

By: _____
Name: Rosemarie Meissner. Member

By: _____
Name: Bill Johnson, Clerk

_____
Approved as to form.
C. Deborah Phillips, Esq,. Town Counsel

[Signature Page to Host Community Agreement]

THE COMPANY:

EVOKANNA, LLC

By: _____
Name: Matthew Hoffman
Title: CEO

4828-6403-1148.4

[Signature Page to Host Community Agreement]

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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:

   Evokanna LLC and wholey-owned subsidiaries

2. Name of applicant's authorized representative:

   Nicholas Mortillaro

3. Signature of applicant's authorized representative:

   Nicholas Mortillaro Digitally signed by Nicholas Mortillaro
   Date: 2020.10.22 20:26:34 -05'00'

4. Name of municipality:

   Town of Ashburnham

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

   Brian Doheny

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).)*:

   bdoheny@ashburnham-ma.gov

8. Host community agreement execution date:

   7/8/20

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): Wednesday,

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: 12/5/19

    b. Name of publication: Gardner News

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: 12/5/19

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: 12/11/2019

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

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

Name of applicant:

Evokanna LLC and wholly- owned subsidiaries

Name of applicant's authorized representative:

Nicholas Mortillaro

Signature of applicant's authorized representative:

Nicholas Mortillaro Digitally signed by Nicholas Mortillaro
Date: 2020.10.22 20:31:10 -05'00'

Date Received:

Town Clerk:

Number _____

Town of Ashburnham
ZONING BOARD OF APPEALS
APPLICATION

Applications WILL NOT be accepted by the Land Use Office without all of the following information:

Application is hereby made to the Ashburnham Zoning Board of Appeals for: (Check all that apply)

Finding _____ Appeal _____ Variance __X__ Special Permit _____

1. **Application being filed under Ashburnham Zoning Bylaws, Section**: 5.22.7(h) Lot Size: 2.9 Acres
(From Building Commissioner's Denial Letter)

Date of Application (Must be within 30 days of Building Commissioner's Decision): 9/03/2019

Date of Building Commissioner's Decision: August 21, 2019

	Front Yard	Side Yards	Rear Yard
Building Setbacks:	**30 FT Front**	**300 FT East** **75 FT West**	**30FT Back**
	Required Provided	Required Provided	Required Provided

2. **Parcel Information**			
Address: 14 South Pleasant Street			
Map #: 58	Parcel #: 91	2nd Map #, Parcel #: (if applicable)	Zoning District : LAI
Recorded in Worcester Registry of Deeds or Land Court	Book: 2689	Page: 131	

3. **Applicant's Information**		4. **Owner's Information** (if different from Applicant)
Name	Matthew Hoffman	Pleasant Street Properties, Inc.
Street	7 Maple Street	264 Old Ayer Road
City	Maynard	Groton
State/Zip	MA 01754	MA 01450
Phone	617-359-4925	978-448-3264
Status of Applicant	Owner _____ Lessee _____ Contract Purchaser X Other _____	

5. **Check boxes below indicating that the following documentation <u>has</u> been included with this application:**

X Copy of field card **7 copies** (can be obtained from the Ashburnham Assessor's Office for a nominal fee)
X Copy of Assessor's map **7 copies** (can be obtained from the Ashburnham Assessor's Office for a nominal fee)
X Copy of Deed **7 copies** (can be obtained from the Ashburnham Assessor's Office for a nominal fee)
X Abutter's List **7 copies** (must be approved and signed by the Ashburnham Assessors for a nominal fee)
X Plot Plan – **13 copies** – (showing placement of structure and setbacks to property lines)
X Building Commissioner's denial letter **7 copies**
X Site Plan – **13 copies** – (showing building/structure placement, parking area, limited structural plan showing height from mean grade)
X Application – **13 copies** – **date stamped at the Town Clerk's Office** prior to filing it with the Ashburnham Land Use Office
X A hearing fee of $100; a fee of $5.54 per abutter to provide for postage, certified mail, and return receipt to mail notices of hearing and decision to all parties entitled thereto; and an amount of money sufficient to provide for the legal ad to be posted twice in the *Gardner News*.

6. **Project Type** (Check Box) Information for the following is located in the Building Inspector's Denial Letter, which is a prerequisite to filing this application.	
	Home Occupation
	Sign
	Detached Accessory Structure or Apartment
	Attaching Accessory Structure to Principal Building
x	Other: Marijuana Establishment-Cultivation and Manufacturing

7. **Describe the Proposed Project/Work Below:**

Evokanna LLC proposes to apply to the Massachusetts Cannabis Control Commission (CCC) for a state cannabis cultivation and manufacturing license at 14 South Pleasant Street ("the site"). Upon approval, the company will build out an indoor, state-of-the-art hydroponic grow operation and botanical extraction lab. The company has an application for a retail site in the City of Boston and will NOT be applying for a retail site in Ashburnham. As such, no sales of cannabis will occur from this production-only site. The project is scoped to take place entirely within the current structure, and little additional modification is anticipated at this time beyond updates to drainage, 3-phase power and HVAC. The project is a secure, access-controlled 21st century industrial grow operation. There will be no outdoor plants, customers or tours. Site visits and access will be controlled to registered Marijuana Establishment Agents as required by CCC regulations. There will be no advertisements of the business, and company signage will be kept to a minimum- neon, cannabis depiction and marketing attractive to minors is prohibited by regulation. Thus, to the casual observer or resident, there will be no indication of a new business in the building.

8. **Specific Reason for Appeal** (including the appropriate section of the Zoning Bylaw):

Zoning Bylaw 5.22.7(h) prohibits a Marijuana Establishment within 300ft of a park or playground. According to town records, the site is located within this 300ft buffer of Sweeney Playground. The company is seeking an appeal on the grounds of both a significant natural barrier (Whitman River) and a man-made barrier (current fencing next to Whitman River and South Pleasant Street) between this park and the production-only facility. To access the site from the

park in question, an individual would have to walk West down S. Main to Gardner Road, and loop back onto S. Pleasant Street or go East on S. Main to cross onto the lower end of S. Pleasant Street and back up the road in a longer route.

This application is to seek a variance from the ZBA to the zoning bylaws on the basis of Location and Physical Requirements. If granted, there will be a full Community Outreach Meeting held to address questions and seek feedback, and all abutters will be notified, before a Community Host Agreement is made.

9. **How will the proposed project provide for the following**:

Surface water drainage:
The Marijuana Establishment will have significant upgrades to utilities to support operations and environmental goals including sewage and drainage. As the site plan calls for the installation of subterranean drainage, there will be no surface drainage to the street.

Sound and sight buffers:
The Marijuana Establishment will work with the Town of Ashburnham and residents to build sight and sound buffers where deemed appropriate. There will be little to no change in the exterior appearance of the building or traffic levels. However, security fencing could be installed on the east and west sides of the property, and security fencing could be erected at the level of the former railroad tracks on the south side, if requested. 24-hour monitoring will be in place and further detailed in a comprehensive security plan presented at a full community outreach meeting.
Sound will likely not be in excess of what is typical for the building at the present time.
Smell will be controlled with the use of activated carbon filters typical of state-of-the-art cannabis facilities.

Driveway opening locations in relation to traffic and adjacent streets:
After interior build-out, no long-term changes to property or parking lot for the Marijuana Establishment are expected. The site opens directly onto South Pleasant Street. Traffic will not be beyond current levels, supporting only employees and deliveries by vans and tractor-trailer traffic similar to what is currently supported by existing infrastructure.

10. **Please complete the following information if seeking a Variance**:

What existing hardships of the land or building prohibit the proposed use from meeting Zoning requirements?

14 South Pleasant Street property line currently falls within 300 ft of Sweeney Playground's property line to the North when measured in a straight line from the nearest points. According to current zoning requirements, this prevents the opening of a registered Marijuana Establishment at the site despite the inaccessibility across the South Pleasant Street roadway, fencing and the Whitman River.

What existing special conditions affect the land or building which makes the issuance of a Variance necessary?

The primary purpose of zoning is to separate uses that are thought to be compatible. In practice, zoning also is used to prevent new development from interfering with existing uses and/or to preserve the "character" of a community. A cannabis production site at the 14 South Pleasant site will neither change nor conflict with the current mix of residential and industrial businesses in the area. Further,

as a non-descript production site without a retail presence, the site will be indistinguishable from any other industrial business and not lead to any change in the character of the community. There will be no commercial storefront and smoking will not be allowed on the premises.

Explain how the requested use will be in harmony with the general purpose and intent of the Bylaw.

The cannabis production facility will not lead directly to increased traffic disturbances, nuisance crowds or increased cannabis use in the area. Thus, one must conclude that the proposed project would be consistent with the current mixture of land uses found in the surrounding area. The proposed project would also be consistent with and supportive of established public policies. As such, the proposed project would not result in any significant adverse impacts to land use, zoning, or public policy.

Explain how the requested use will not be harmful to the public good or neighborhood.

Evokanna believes strongly in corporate social responsibility and a community-centered approach to business. Our goal is to prevent the harm of the war of drugs by helping those disproportionately impacted, bringing good jobs to the community and helping transition cannabis from the illegal, unregulated market to a safe, regulated and responsible tax-paying business. Security and diversion plans are required by the state and the company will go above and beyond to ensure the site is secured and monitored. Our business locating at this site is directly beneficial to the public good through tax revenues to the town and the creation of well-paid jobs.

11. **Please complete the following information if seeking a Special Permit**:

How does the proposed project meet the requirements that granted uses be in harmony with the neighborhood and do not derogate from the Zoning Bylaw?

Currently, residents are used to nearby industrially zoned businesses:

- Roy Bros Propane at 4 South Main, directly adjacent to the park
- Brian's Equipment Repair at 17 South Pleasant Street
- The three (3) businesses currently operating at 14 South Pleasant

Feedback from community and officials is that this business would not interfere with existing uses nor would it interfere with the preservation of the character of the community. The property at 14 South Pleasant Street is well-suited for this purpose in the current state and capacity. Build-out activities will not significantly impact the areas or change the existing structure. The site is not easily accessible from the Sweeney Playground due to existing physical and natural barriers.

Applicant's Signature* Date	Owner's Signature* Date
I certify that the information contained herein is true and accurate to the best of my knowledge; the above signed owner(s) grant the Board and its agents permission to enter the property to review this application: I understand all documents will be entered into the public record; I understand that if neighboring issues have not been addressed/resolved prior to the hearing, the Board will continue the hearing.	

*Owner's signature or letter from owner authorizing applicant/representative to sign on behalf of owner.

What Happens After the Application Has Been Filed?

1. Once the application has been filed, Town staff will review it to determine if the application is complete and ready for a Public Hearing. A Public Hearing will be scheduled for the next available agenda of the Zoning Board; generally the Board meets on Wednesdays on an as needed basis. A legal ad will also be posted in the *Gardner News* fourteen (14) days and seven (7) days prior to the hearing date.

2. The Public Hearing will be conducted and if all information is complete, the hearing will be closed. The applicant must be present at the hearing.

3. Once the Special Permit Hearing is closed, the Board has up to 90 days to issue a decision on the permit. Once the decision is approved, the Board has fourteen (14) days from the date that the decision is made to file the decision with the Town Clerk's Office.

4. The Board must make a decision on a Variance and file it with the Town Clerk's Office within 100 days of the receipt of a completed application.

5. Once a decision has been filed with the Town Clerk's Office, a twenty (20) day appeal period begins. Appeals must be filed with the Fitchburg District Court or Worcester Superior Court.

6. Once the twenty (20) day appeal period passes (without an appeal being filed), the applicant must deliver the decision to the Town Clerk's Office for Certification and then record it at the Registry of Deeds. **The decision is not valid until recorded at the Registry of Deeds.**

7. Proof that the decision was filed at the Registry of Deeds must be brought to the Building Department before a Building Permit will be issued.

8. The Land Use Office can be reached at (978) 827-4100 ext 117 with any questions.

Overview:

Evokanna LLC proposes to apply to the Massachusetts Cannabis Control Commission (CCC) for a state cannabis cultivation and manufacturing license at 14 South Pleasant Street ("the site"). Upon approval, the company will build-out an indoor, state-of-the-art hydroponic grow operation, botanical extraction lab for Marijuana Infused Products ("MIPs"), packaging and labeling for final products. Product will be transported from the site in our secure transport vehicles to retail sites around the state. The company has an application for a retail site in the City of Boston and will NOT be applying for a retail site in Ashburnham. As such, no sales of cannabis will occur from this production-only site.

The project is scoped to take place entirely within the current structure, and little additional modification is anticipated at this time beyond updates to drainage, 3-phase power and HVAC. The project is a secure, access-controlled 21st century industrial grow operation. Site visits and access will be controlled to registered Marijuana Establishment Agents and registered visitors as required by CCC regulations. There will be no advertisements of the business, and company signage will be kept to a minimum- neon, cannabis depiction and marketing attractive to minors is prohibited by regulation. Thus, to the casual observer or resident, there will be no indication of a new business in the building.

Feedback from community and officials is that this business would not interfere with existing uses nor would it interfere with the preservation of the character of the community. The property at 14 South Pleasant Street is well-suited for this purpose in its current state and capacity. Build-out activities will not significantly impact the areas, or change the existing structure.

1- Owners Information:

Name	Position	Address	DOB
Matthew P Hoffman	Chief Executive Officer	7 Maple St. Maynard, MA 01754	02/28/71
Brett J Greene	Chief Visionary Officer	184 Madison St, Fitchburg, MA 01420	06/18/83
Nicholas Mortillaro	Chief Strategy Officer	318 Centre St, Boston, MA 02130	11/04/94
Carl O'Neal III	VP Business Development	100 Liberty Place Randolph, MA 02368	08/01/90

2- Source of all marijuana sold or distributed:

No sale or distribution of cannabis will occur at this production-only cultivation and manufacturing site. All products will be transported by a state-compliant transportation service to a secondary location for sale as detailed below.

3- Source of all marijuana cultivated, processed and packaged:

Evokanna will apply for a Tier 4 (20,001 to 30,000 sq ft) cultivation license with the State Cannabis Control Commission. Ten mature flowering rooms will support approximately 22,400 sq ft of flowering plant canopy.

4-Quantity of Marijuana:

This cultivation site is expected to produce 142,400 Ounces or 8,900lb of raw cannabis flower per year, accounting for a loss factor of 10%. All products will be produced on-site in indoor cultivation rooms.

From this total harvest, some will be processed under a co-located manufacturing license into extracts and MIPs (Marijuana Infused Products). All flower and MIP products will be packaged and labelled on site according to CCC regulations. Products will then be sealed in childproof packaging for controlled transportation to secondary sales locations.

5- Security Plan:

Evokanna LLC. ("Evokanna") has prepared and developed security policies and procedures to provide for the safe, orderly, and legal production and manufacturing of adult-use marijuana. The following policies and procedures are necessary to ensure the safety and security of an Ashburnham cultivation and manufacturing site at 14 South Pleasant Street.

Building Access Controls
Access will be controlled by card proximity readers and monitored using video cameras, a buzzer system, and intercoms. In addition, there is a one-sided window in the security office allowing security agents to view individuals as they approach the main entrance to the site.

Security Checks and Inspections
The Director of Security or a designated alternate will conduct regularly scheduled security checks of the Evokanna facility and of the premises. As an added precaution, areas within Evokanna (e.g. growing, processing, and inventory) will be routinely checked throughout the day and at the beginning and close of each operational period to ensure that materials, equipment, and cultivation rooms appear to be properly maintained. If an area is not found to be in order, security agents will contact the Head of Cultivation or the Cultivation Manager as well as the Director of Security, and document the incident in a report to be approved by the Director of Security.

Perimeter Controls, Monitoring, and Controlled Access

- Individuals who are not engaged in an activity expressly permitted under 105 CMR 725.000 are prohibited from the premises of Evokanna.
- Proper lighting will be used and maintained at all times, including after normal business hours, in and around Evokanna. The lighting will include areas around the premises including entry and exit points, parking areas, and the perimeter fence lines.
- Foliage on the premises will be maintained in a manner that does not allow persons to conceal themselves from sight.
- All entry points and perimeter windows will be alarmed.
- The perimeter will be monitored 24-hours a day either by a remote monitoring center or security agent(s).

Prohibited Items and Weapons
Items that constitute a threat to agents, visitors, patients/caregivers and the Evokanna facility are expressly prohibited on the premises, regardless of whether the individual or agent holds a valid permit to carry a weapon. This includes, but is not limited to, items such as firearms; knives; pepper sprays; chemicals; explosives; clubs; box cutters; and any items deemed unlawful by law enforcement.

Intrusion Detection Systems (IDS)

Custom IDS includes intrusion detection, camera monitoring, fire alarms, motion sensors, and proximity reader components, among other features.

IDS Operations

- The IDS will have all external zones activated 24-hours a day, and internal zones will be armed when needed. A record will be maintained identifying the agent setting and deactivating the IDS. Exterior points of access will be locked at all times.
- A failure to activate or deactivate will be reported to the Director of Security and a record will be maintained for at least ninety (90) days.
- Records will also be maintained for ninety (90) days indicating time of receipt of alarm, name of Evokanna agent(s) responding, time of dispatch to Evokanna, response time security staff arrived at the alarm location, nature of alarm, and relevant response actions.
- Security/Surveillance Rooms
- All security system equipment and recordings will be maintained in a secure location on-site that will remain locked in order to prevent theft, loss, destruction, and alterations.
- Rooms designated for security equipment or records storage will not be used for any other function, and access to the designated rooms will be limited to those agents that are essential to surveillance operations, law enforcement authorities, authorized security system service personnel, and the CCC.
- A current list of authorized agents and service personnel that have access to designated security rooms will be made available to the CCC upon request.

Power Outage

- Evokanna will install a separate power source (gas-fired generator) that will provide electricity to all security systems in the event of a power outage. This power source will remain independent from the main power source.
- Evokanna will immediately notify appropriate law enforcement authorities and the CCC within twenty-four (24) hours in the event of a failure of any security system due to a loss or electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.

Fire/Emergency:

In the event of a fire or other emergency whereby the Evokanna facility must be evacuated, security agents will be responsible for coordinating and directing an orderly evacuation of each assigned section of the facility. Drills for evacuation and lock down will be coordinated with the local Police and Fire Departments - evacuation priorities are:

- Move occupants who are closest to the danger to a safe area near or at an emergency exit;
- Direct all occupants to evacuate the building through the nearest safe emergency exit;
- After safely exiting the building, all visitors and agents should proceed directly to the predetermined assembly area to participate in “roll call” led by security agents;
- In the event Evokanna receives a bomb threat, the recipient agent should notify his/her manager immediately, and dial 911; and
- In the event of a bomb threat and/or explosion, all occupants should be evacuated as described above.
- In the event of a fire, the agent discovering the fire will immediately dial 911 and activate the internal fire alarm;
- If safe to do so at the agent’s discretion, the agent may extinguish the fire;
- If possible, agents leaving the affected area should attempt to turn off electrical equipment and close doors to prevent the spread of smoke or fire;

- All occupants will exit the building using the nearest safe exit;
- Occupants will assemble for a “roll call” in the designated evacuation area, ensuring that they remain clear of responding fire apparatus;
- Smoke and fire alarms to be tested on a monthly basis;
- Fire extinguishers and the fire suppression system to be tested/inspected on an annual basis

Incident Reporting:

- Reportable Incidents: Evokanna will immediately notify the local Police Department and the CCC within twenty-four (24) hours after discovering the following:
- Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving Evokanna or an Evokanna agent;
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
- Unauthorized destruction of marijuana;
- Any loss or unauthorized alteration of records related to inventory; and
- Any other breach that jeopardizes inventory.
- Documenting and Reporting: Within ten (10) calendar days, Evokanna will provide written notice to the CCC of any incident described above, by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local Police Department was notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by Evokanna for a minimum of two (2) years and made available to the CCC and to law enforcement authorities acting within their lawful jurisdiction upon request.

Authorized Visitor Access

Authorized visitors (i.e. outside vendors, contractors and visitors pursuant to 105 CMR 725.110(C)(4)) will be issued a Visitor Badge and be escorted by an authorized agent at all times.

- Agents will be notified when an authorized visitor is entering a Limited Access Area.
- Authorized visitors are prohibited from remaining on the premises once the purpose of their visit has been completed.
- Photograph identification, such as a valid driver’s license, will be required for all authorized visitors.
- Visitor Record: A visitor sign-in and sign out record will be required. This 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.

Video Surveillance:

As required by 105 CMR 725.110(D)(1)(g), video recordings will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

- Video surveillance cameras are located in all areas that may contain marijuana or marijuana products including all points of entry and exit to Evokanna, the perimeter of the building, and in all parking lot areas. In addition, the following requirements will be met:
- Cameras will be directed at all areas where marijuana is cultivated, processed prepared, stored, handled, and dispensed.

- Camera placement is capable of clearly capturing any person entering/ exiting Evokanna.
- All video recordings contain a date/time stamp.
- Cameras will be angled to capture a clear and certain identification of any person entering/exiting Evokanna or restricted area and lighting conditions will be appropriate for the area under surveillance.
- Video cameras will be capable of producing clear, color, high-resolution digital images (live or recorded), and images will include date/time frame recording that does not obscure the image. Twenty-four hour recordings from all video cameras will be available for immediate viewing by law enforcement or the CCC upon request. These recordings will be retained for a minimum of ninety (90) days, will not be destroyed or altered, and will be retained as long as necessary if Evokanna is aware of a pending criminal, civil or administrative investigation for which the recording may contain relevant information.
- All security equipment (cameras, alarms, etc.) will be kept in working order and subject to inspection and testing at intervals not to exceed thirty (30) calendar days from the previous inspection

Secure Storage Areas & Vaults:
Storage areas and vaults will have clearly posted Limited Access Area signs and be monitored by additional security measures, including surveillance in the room, and motion detection all of which are part of the IDS. The minimum number of authorized agents essential for efficient operation will be granted access to storage areas and vault rooms. A list of authorized agents will be kept and maintained by the Director of Security and updated as needed.

Upon entry into a marijuana storage area or vault room, agents will complete a "Security Container Check Sheet" to ensure proper records of openings, closings, deposits, and withdrawals of any inventory are maintained.

- Storage areas and vault rooms can only be accessed using a tandem two-person system to ensure quality control. In other words, no “single” individual will have the ability to access the secure areas independently.
- Cash and marijuana inventory will be stored separately at all times and never commingled in the same vault room.
- Limited Access Areas will be clearly identified with a posted sign that will be a minimum of 12” x 12” and states “DO NOT ENTER – LIMITED ACCESS AREA – ACCESS LIMITED TO AUTHORIZED PERSONNEL ONLY”
- The minimum number of authorized agents essential for efficient operation will have access to inventory, cash, and management offices. Access will be restricted using zoned proximity reader key cards and by maintaining internal automatic locking doors.
- Evokanna agents will visibly display their Agent ID badge while performing job duties on-site or off-site.
- Agents may not bring bags, camera phones, backpacks or purses from the break room into the areas where patients, caregivers and visitors are present. Agents will use individual lockers for storing personal belongings during scheduled work hours. Any item that could be used for diversion may be prohibited at the discretion of the Director of Security.

Storage:
Inventory Tracking

Evokanna's Chief Operating Officer will provide oversight of the inventory control system, supervising agents to ensure that all daily tasks are completed accurately, conducting inventory counts, physically moving inventory and cash, and tracking and recording movements. Evokanna will also implement a secure chain-of-custody system, whereby any time marijuana is transferred from one agent to another, the medicine will be weighed, and each party to the transfer will sign off on the weight.

Strict documentation that details each transfer point of medicine from ordering and receiving to sale or disposal will be kept within BioTrack. Inventory reports will be generated in the BioTrack system showing current inventory levels. Each product will have a unique transaction history that shows every sale and addition/removal from inventory, as well as a date/time stamp and the user ID of the registered dispensing organization agent who executed the transaction.

Customizable entries designate reasons for inventory adjustments. Only designated Evokanna agents, such as the site Manager, Chief Executive Officer, Chief Operating Officer and Director of Security are able to view inventory reports. Sales and inventory reports will be generated and customized based on a wide variety of data fields. All purchase transactions will be tied to individual customer records.

BioTrack provides complete chain of custody tracking for inventory, from seed to sale, allowing management to see which agents have handled product every step of the way. The Chief Operating Officer will use BioTrack to conduct and document an audit of the daily inventory according to GAAP once every thirty (30) calendar days. If the audit identifies a reduction in the amount of marijuana or marijuana products in our inventory not due to documented causes, an investigation led by the Chief Executive Officer will determine where the loss occurred and immediately take and document corrective action; inform the CCC within ten (10) business days by submitting a written report which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were immediately notified.

Final products will be stored in a designated vault room, a highly secure interior room within a Limited Access Area of the Evokanna facility - approved/certified for pharmacological use by the U.S. Drug Enforcement Agency.

- No marijuana products or byproducts will be left unsecured or unattended at any time.
- The two-agent integrity rule is required to access the final product storage vault. This rule requires the presence of two (2) authorized agents when the product storage vault is opened. At no time can an agent access the vault alone.
- Records of the date/time and the agents present when the final product storage vault is opened will be and maintained via sign in logs at the final storage vault.
- At no time will the door of any room containing the final product storage vault be left open while the room is unattended. If the room is in use, then the outer door will be kept closed.
- The vault will only be open during the time required to remove/replace marijuana and marijuana products.
- Marijuana products and cash will not be commingled in the same vault room – each has a designated room.
- A record of the names of persons having access to the vault rooms will be maintained by Director of Security.
- Security containers, final product storage vaults, cabinets, and other authorized storage containers will be kept locked when not under the direct supervision of an authorized agent entrusted with the contents.
- Access to vault room is highly restricted and is safeguarded via the use of card key access.

Inventory Control System
The BioTrack Point of Sale (POS)/Inventory System will be used to track all seeds, plants, and products and utilized to verify all product identification and weight measurements. In addition, records of sales transactions will be recorded by BioTrack.

- Any changes made to the system must be reviewed and approved by the Chief Executive Officer, in advance of the change being made.
- Marijuana seeds will be counted for each strain and recorded in the BioTrack system for inventory tracking. A unique barcode that identifies the mother plant will be attached to the plant, and each plant rooted from the mother plant will also be assigned a barcode.
- Each plant harvested and hung on a wire hanger to dry will be tagged with the unique barcode that identifies the plant from which the marijuana was harvested.
- After trimming, the flower buds and trim will be weighed together and entered into the BioTrack system as the weight for the entire harvest. All weight information (aggregate and segregated on product type, etc.) is embedded in the unique barcode label.
- Flower products are placed in a container for curing with each container labeled with a unique barcode label. A unique barcode label will be affixed to the storage container of cured flower products and pre-rolled products, which will be stored in the final product storage vault.

Inventory Control Procedures:
The two-agent integrity rule is required in areas where a high risk of compromise or potential for diversion exists. On a weekly basis, designated agents will conduct a facility-wide inventory count of inventory. In the event of a discrepancy between total weight of harvested marijuana and total marijuana dispensed, stored and/or accounted for as product waste, the Director of Security, Chief Executive Officer and Chief Operating Officer will be notified, and an immediate internal audit will be conducted to determine the reason for the discrepancy. If it is determined that there is an error or inaccuracy in its inventory, then the cause will be investigated and corrective action measures will immediately be put into place to avoid such error or inaccuracy in the future.

Waste & Destruction:
All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Waste will be discarded into one of two (2) designated trash rooms at Evokanna the Plant Trash Room for plant material, extraction and refinement waste or the Non-Plant/General Trash Room.

- Plant Waste: Plant material, including extraction and refinement waste, will not be left in trash rooms for more than ten (10) days in order to prevent the spread of insect and disease problems to other locations in the Facility. Discarded plant material will be stored and secured in the dedicated Plant Trash Room at Evokanna. Prior to being disposed of discarded plant material will be grinded on-site and incorporated with solid waste, resulting in the mixture being rendered unusable. A minimum of two (2) Evokanna agents will present to witness and document the plant waste being rendered unusable. Unusable waste will be stored in a designated locked disposal container until the licensed waste disposal company under contract with Evokanna transports such unusable plant waste to a dedicated landfill that holds a valid permit issued by the Department of Environmental Protection.
- Liquid Waste: Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00),

groundwater (314 CMR 5.00), and sewers (314 CMR 7.00), or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.

- Non-Plant Material Waste: All other non-plant material will be housed in General Trash Room and routinely disposed.
- Returned Product from a Qualifying customer or Caregiver: Evokanna will accept at no charge any unused, excess, or contaminated marijuana from a registered qualifying customer or personal caregiver, and will destroy it as provided in 105 CMR 725.105(J). As part of recordkeeping requirements, Evokanna will maintain written records

Agent and Physical Risk Reduction Measures

- Drug tests and random screening for all agents in accordance with Massachusetts law;
- Agents suspected of diversion will be reported to the local Police Department;
- Multiple surveillance cameras in Limited Access Areas and all areas considered to be high risk for the occurrence of diversion including but not limited to the growing rooms, processing room, secure inventory areas, vault areas, and sales counters, among others;
- Minimum of two (2) agents present when making deposits or withdrawals of marijuana product or cash into designated vault rooms;
- Vaults monitored by multiple security monitors and systems at all times and requiring a minimum of two (2) agents to open/lock;
- Limited Access Areas and Restricted Access Areas clearly marked, secured, and monitored at all times;
- Security checks are in place at the main entrance gate and front security office (one-way glass) to ensure unauthorized individuals do not gain access to the Evokanna facility; and
- Agents will be trained to verify customer and caregiver registrations using the DPH online system as well as to check for quantity limits for each customer prior to completing a sale.

Identification Badging:

- The Agent ID number, date of issue, and agent's name will be recorded in the badge log maintained as part of Evokanna's recordkeeping requirements.
- Badges must be worn on the outer garment, above the waist. Neck lanyards are acceptable to display badges.
- All authorized visitor badges will be numbered with a on the front and are issued to specific individuals.
- Visitor badges are maintained by the Director of Security or a designated alternate.
- The type of badge issued is determined by the purpose of the visit and verified authorized access level.
- Upon issue, the badge number is recorded in the visitor log.
- Upon departure, badges will be returned and the departure time is recorded on the visitor log. Badges will be checked to ensure the individual has returned the same badge issued.
- The visitor log will be maintained as part of Evokanna's recordkeeping requirements.
- In addition to the identification badges worn by all agents, proximity card readers will secure all Limited Access Areas and only issued to those agents who require access to Limited Access Areas to complete job functions.
- Access Cards will be issued and accounted for in Evokanna's Access Card database and be maintained in accordance with Evokanna's recordkeeping requirements.
- Each access card will grant access to specific zoned areas for authorized access; access may be limited as necessary.

- Evokanna agents will visibly display their Evokanna agent ID badge at all times while performing their assigned job duties, whether on or off-site.
- Badges will be promptly recovered or, when appropriate, re-issued whenever an agent's requirement for entry to Evokanna no longer exists, including immediate card deactivation, due to an internal transfer, termination of employment, or for any other appropriate reasons.

Agent Background Checks

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

- Background checks will be performed to screen for the following, among others:
- Past criminal convictions;
- Past drug-related offenses;
- Concealed weapon permits;
- DEA controlled substance registrations;
- Professional licenses;
- Driver's license information;
- Docket search of state and federal criminal & civil actions;
- Credit check;
- Bankruptcies, liens & judgments; and
- Healthcare licenses & sanctions.
- Verification of references provided by the agent 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 are required to renew their agent registration cards and submit to other background screening as may be required by Evokanna or the CCC.

Agent Training

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

- New hire orientation – overview of Evokanna and employment policies and procedures as outlined in the Agent Handbook;
- General security procedures relevant to all Evokanna agents;
- Detailed security procedures relevant to the agents' job function;
- Confidentiality – including customer confidentiality and confidentiality as related to Evokanna's policies and procedures such as security;
- Recordkeeping requirements; and
- Customized training related to the agent's job function at the time of hire by the Manager or Supervisor the agent will report to.

Transportation Between Sites

Only designated Evokanna agents will transport marijuana and marijuana products, in the course of business operations, whether between sites, laboratories, or to registered qualifying patients or customers. A minimum of two (2) agents will transport marijuana or marijuana products with at least one

agent shall remain with the vehicle at all times if marijuana or marijuana products are in the vehicle. In addition, Evokanna agents must comply with the following:

- Prior to leaving the origination location, Evokanna agents must weigh, inventory, and account for, on video, all marijuana to be transported;
- Marijuana or MIPs must be packaged in sealed, labeled, and tamper-proof packaging prior to and during transportation;
- In the case of an emergency stop, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of agents exiting the vehicle;
- Agents must ensure that all delivery times and routes are randomized;
- Each agent shall carry his or her Evokanna Agent ID Card at all times when transporting marijuana or MIPs and shall produce it to CCC representatives or law enforcement officials upon request; and
- Where videotaping is required when weighing, inventorying, and accounting of marijuana before transportation or after receipt, the video must show each product being weighed, the weight, and the manifest.

Any vehicle transporting marijuana shall travel directly from the originating site to the destination site and shall not make any stops. Within eight (8) hours after arrival at the destination site, the destination site must re-weigh, re-inventory, and account for, on video, all marijuana and MIPs transported. A manifest shall be filled out in duplicate and faxed or emailed to the destination site prior to transport. The original copy of the manifest will remain at the origination location and a copy of the manifest will accompany the agents providing the transportation. The agents responsible for the transportation will provide the manifest copy to the destination site upon arrival. Upon arrival at the destination site, an agent at the destination site will compare the manifest produced by the transporting agents to the copy transmitted by fax or email. This manifest must, at a minimum, include:

- Origination site name, address, and registration number;
- Names and registration numbers of the agents transporting marijuana or MIPs;
- Name and registration number of site Agent preparing the manifest;
- Destination site name, address, and registration number;
- Description of the marijuana or MIPs being transported, including the weight and form or type of product;
- Mileage of transporting vehicle at departure from origination site and mileage upon arrival at destination site, as well as mileage upon return to origination site;
- Date and time of departure from origination site and arrival at destination site for each delivery;
- Signature lines for the agents transporting the marijuana or MIPs;
- Signature line for the agent who receives the marijuana or MIPs;
- Weight and inventory before departure & upon receipt (Re-weighing and re inventorying to be completed by an Agent at the destination site within eight (8) hours of receipt);
- Date and time that the delivered products were re-weighed and re-inventoried; and
- Name of agent at the destination site that re-weighed and re-inventoried products.

6- Site Control:

Please see attached Purchase and Sale Agreement for evidence of site control and right to use facility for stated purpose by the owner

7- Management Plan:

Surface water drainage: significant upgrades to utilities will support operations and environmental protection goals including sewage, drainage and water recycling. As the site plan calls for the installation of subterranean drainage, there will be no surface drainage to the street. Anticipating filtering out high-nutrient wastewater in a water recycling system. The site will be connected to the town sewage system as requested by the zoning board.

Security and sight buffers: Evokanna LLC will work with the Town of Ashburnham and residents to build sight and sound buffers where deemed appropriate. There will be little to no change in the exterior appearance of the building or traffic levels. However, security fencing could be installed on the east and west sides of the property, and security fencing could be erected at the level of the former railroad tracks on the south side, if requested. 24-hour monitoring will be in place and further detailed in a comprehensive security plan below.

Sound will not be in excess of what is typical for the building at the present time.

Odors will be controlled with the use of activated carbon filters typical of state-of-the-art cannabis facilities.

Traffic and adjacent streets: After interior build-out, no long-term changes to property or parking lot for the Marijuana Establishment are expected. The site opens directly onto South Pleasant Street. Traffic will not be beyond current levels, supporting only employees and deliveries by vans and tractor-trailer traffic similar to what is currently supported by existing infrastructure.

Public good & neighborhood: Evokanna believes strongly in corporate social responsibility and a community-centered approach to business. Our goal is to address the harm of the war of drugs by helping those disproportionately impacted, bringing good jobs to the community and helping transition cannabis from the illegal, unregulated market to a safe, regulated and responsible tax-paying business. Security and diversion plans are required by the state and the company will go above and beyond to ensure the site is secured and monitored. Our business locating at this site is directly beneficial to the public good through tax revenues to the town and the creation of well-paid jobs.

Date Received:

Town Clerk:

TOWN OF ASHBURNHAM
'19 SEP 26 PM2:12

NOTICE OF DECISION
Number: 19-06

Date of Application: September 3, 2019

Subject of Appeal: The application of Matthew Hoffman / Evokanna, LLC. & Pleasant St. Properties, Inc. the request for a SP/Variance to the 300' setback requirements, which per 5.22.7(h) and all other necessary zoning relief. At location 14 South Pleasant Street (Map 58 Parcel 91) in the LAI Zoning District.

Date of Hearing: September 25, 2019

Date of Decision: September 25, 2019

Finding: A Variance per 5.22.7(h) applies.

Decision: Four members vote in favor with Rich Archer abstaining to grant Variance with conditions.

Conditions:

1. Need to tie-in to Town Sewer.
2. All truck traffic to enter and exit via 101 (not South Main St.), no trucks blocking passage on South Pleasant Street.
3. All security measures to meet by-laws and CCC rules and regulations.
4. Based on plans presented.

Basis for Decision:

14 South Pleasant St. property is separated by roadway, fencing and Whitman River, this site will neither change nor conflict with current mix of residential & industrial businesses in the area. This site will be indistinguishable from any other industrial business, therefore will not harm the neighborhood nor derogate from the intent of the Bylaw. This will not lead to increased traffic. The project would not result in any adverse impacts to land use, zoning, or public policy. Evokanna is a socially responsible and community centered business. The goal is to bring good jobs to the community & help transition cannabis from the illegal, unregulated market to a safe, regulated and responsible tax-paying business. This business will be beneficial to the public good through tax revenue to the town and the creation of well-paid jobs.
The hardship is due to the very limited industrial properties with town sewer (per BOH) available. This site appears to be one of the only places where a Marijuana Growing Facility could be located. There is also a chain link fence, a brook, and several businesses & other structures with in this buffer zone.

Vote of Board: Approved – Four in favor, one abstained.

Board Members Present:

Dave Perry, Chairman
Terry Girouard
Rich Archer
Mark Carlisle
Elaine Membino
Bob Fichtel (alternate)

Notice: Any decision of the Zoning Board of Appeals may be appealed to Court, in accordance with Massachusetts General Laws Chapter 40A, Section 17, by the applicant, Town Boards or officers or any person aggrieved by said decision.

Pursuant to G. L. c. 40A, s. 11, this Variance shall not take effect until a copy of the decision bearing the certification of the city or town clerk that 20 days have elapsed after the decision has been filed in the office of the town clerk and either that no appeal has been filed or the appeal has been filed within such time, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The person exercising rights under a duly appealed Variance does so at risk that a court will reverse the permit and that any construction performed under the permit may be ordered undone. The fee for recording or registering shall be paid by the owner or applicant.

CERTIFICATION

I hereby certify that the foregoing Notice of Decision was filed in the Office of the Ashburnham Town Clerk, which twenty (20) days have elapsed since the date of said filing, and that:

__✓_____ No notice of appeal from said Decision has been received relating thereto; (or)

_____ A Notice of appeal from said decision was received within said twenty day period.

Dated:

Michelle M. Johnson
Ashburnham Town Clerk

Attachment "B"

December 5, 2019

Gardner News
309 Central St.
Gardner, MA 01440

ATTN: Legal Ads

TOWN OF ASHBURNHAM
COMMUNITY OUTREACH MEETING

Evokanna, LLC. in coordination with Town of Ashburnham will hold a Community Outreach Meeting for a proposed Marijuana Establishment on Wednesday, December 18, 2019 from 5:00 – 5: 30 PM in the Town Hall Upper Level Meeting Room as required under 935 CMR 500.101. The proposed Production/Cultivation/Manufacturing of Cannabis is to be located at 14 South Pleasant St., Map 58 and Parcel 91in the LAI Zoning District. There will be an opportunity for the public to ask questions.

A TRUE COPY, ATTEST

Michelle M. Johnson

TOWN CLERK
TOWN OF ASHBURNHAM, MA

Michelle M. Johnson

Newspaper : Gardner News Advertiser : DANIEL BECKER
Issue Date : 12/11/2019 Ad Number : 000042492201

Attachment "A"

Johnson pushes his Brexit message as election nears

By Jill Lawless and Danica Kirka
The Associated Press

LONDON — With two days until Britain's election, Prime Minister Boris Johnson's final push to drive home his key message about Brexit was overshadowed Tuesday by criticism of his ham-fisted response to the image of a sick child sleeping on a hospital floor and allegations that he exploited a terrorist knife attack for political gain.

Dave Merritt, whose son was killed in last month's London Bridge attack, said the way the tragedy had been exploited for political ends was "crass and insensitive."

Merritt's 25-year-old son Jack was one of two people killed when a former convict attacked people at a prisoner rehabilitation event that Merritt was helping to run on Nov. 29. Attacker Usman Khan had served eight years in prison for terrorism offenses, and the attack sparked a political spat about security, the early release of prisoners and funding for the prison and justice systems.

Dave Merritt told Sky News that "instead of seeing a tragedy, Boris Johnson saw an opportunity."

"And it was just such an ill-considered intervention and almost like a knee-jerk reaction," he said. "I think he saw an opportunity to score some points in the election. They immediately said, 'Oh, this is Labour's fault - they allowed this to happen. They had this early release policy,' and so on."

He said the way the tragedy had been exploited for political ends was "crass and insensitive."

He said the family had not been contacted by Johnson or his office since the attack, although Johnson's office said "the PM has expressed his deepest condolences to Mr. Merritt for his tragic loss - an experience no family should have to go through."

Johnson, meanwhile, tried to focus voters on the prospect of an uncertain result and a divided Parliament, which would endanger his plan to lead Britain out of the European Union on Jan 31.

All 650 seats in the House of Commons seats are up for grabs in the election, which is being held more than two years early in a bid to break the political impasse over Brexit.

Opinion polls give the Conservatives a lead over Labour, but all parties are nervous about the verdict of a volatile electorate that is weary after years of wrangling over Brexit.

"Polls can be wrong," Johnson said Tuesday. "We need to be fighting for every vote."

He accuses Labour of offering more "dither and delay" on Brexit. The opposition party says it will negotiate a new divorce deal with the EU and then give voters a choice between leaving on those terms and remaining in the bloc.

"Forty-eight hours from now, our country can choose between going forward, punching through the current deadlock ... or we can remain stuck in neutral," Johnson said during a visit to a construction equipment factory in central England, where he drove a bulldozer through a plastic foam wall with "Gridlock" written on it.

Merritt's interview was another late hurdle in a campaign that had gone smoothly for Johnson, until a newspaper ran a photo of 4-year-old Jack Williment-Barr sleeping on the floor of the Leeds General Infirmary as he awaited treatment because no bed was free. The opposition Labour Party led by Jeremy Corbyn painted the boy's plight as a symptom of Britain's ailing health system, which has suffered under years of Conservative government austerity measures.

A video of the prime minister briefly declining to look at a cellphone photo of Jack on a journalist's phone — and then placing the phone in his pocket — has been viewed more than 1 million times.

The incident quickly became caught up in a storm of social media claims, counterclaims and conspiracies.

Several prominent journalists, including the political editors of the BBC and ITV, tweeted a claim by anonymous Conservative officials that a party worker had been punched by a protester while Britain's health secretary visited the hospital.

When footage emerged showing that no assault had taken place, they apologized — but a media storm was already raging.

Some social media users circulated claims that the photo of Jack, first published by the Yorkshire Evening Post, was staged. Editor James Mitchinson tweeted his reply to one such reader, explaining how the newspaper had verified the story.

Parisians dodge strikes by logging on to share rides, bikes

By Claire Parker
The Associated Press

ARGENTEUIL, France — Adrien Lachevre and Nailat Msoili live a few kilometers (miles) apart in Paris' northwest suburbs, but their paths had never crossed until Lachevre picked Msoili up in his gray Fiat on Tuesday morning.

An app had matched their schedules and morning commutes, and the two had arranged to meet at a nearly deserted gas station well before dawn, hoping to beat the traffic that has clogged highways in recent days.

As a general strike across France stretched into its sixth day, they were among many commuters who have turned to technology — and strangers — to get by.

Use of carpool apps, big and small, has spiked. So has demand for shared bikes and electric scooters that you activate with your phone and pick up and drop off where you want. Commuters are finding places to sleep near their workplaces via Facebook or online couch-surfing communities.

All this is changing the nature of French strikes, undercutting unions' power to paralyze the country.

Only about a fifth of French trains ran normally on Tuesday, and many Paris subway lines remained closed as transit workers and other unions protested President Emmanuel Macron's proposed overhaul of the country's pension system. Teachers, health care workers and bus drivers were among those taking to the streets.

Carpooling startups are among the big winners. Msoili, a receptionist in the Paris suburb of Saint-Denis, usually takes a train and a bus to work each morning. For the first two days of the walkout, she stayed at a friend's house close to her job.

When the strike outlasted the weekend, she took a colleague's recommendation and signed up for BlaBlaLines, a city ride-sharing service set up by popular French long-distance carpooling company BlaBlaCar.

BlaBlaLines drivers, unlike those with Uber, aren't trying to make a living from giving rides to others; they're ordinary car owners who were already planning to drive somewhere and agree to take others along. The Paris regional transport authority subsidizes BlaBlaLines to encourage carpooling, so passengers ride free.

Lachevre, who also typically takes public transportation to work, downloaded the app when the strike began. He has picked up commuters on his way to and from work ever since.

"Why not help other people out?" he said. "I still have two, three, four places in my car that could permit other people to go to work without complications."

Inching forward on a congested highway, Msoili and Lachevre exchanged views on the strike and the proposed retirement plan.

The overhaul, which the government will unveil Wednesday, aims to unify France's 42 pension plans into one. Macron sees it as essential to his quest to transform the French economy. Unions fear it will force people to work longer for smaller pensions, though the government says it won't raise the retirement age of 62.

A woman rides her bicycle as commuters wait for a bus at Gare du Nord Station on Tuesday in Paris. [FRANCOIS MORI/THE ASSOCIATED PRESS]

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LEGAL NOTICES

TOWN OF ASHBURNHAM
COMMUNITY OUTREACH MEETING

Evokanna, LLC. in coordination with Town of Ashburnham will hold a Community Outreach Meeting for a proposed Marijuana Establishment on Wednesday, December 18, 2019 from 5:00 – 5: 30 PM in the Town Hall Upper Level Meeting Room as required under 935 CMR 500.101. The proposed Production/Cultivation/Manufacturing of Cannabis is to be located at 14 South Pleasant St., Map 58 and Parcel 91in the LAI Zoning District. There will be an opportunity for the public to ask questions.

Dec11-1t

Town of Winchendon
Zoning Board of Appeals
PUBLIC HEARING NOTICE

Notice is hereby given that the Zoning Board of Appeals will hold a PUBLIC HEARING on Wed., December 18, 2019 at 7:05 PM in the Town Hall Auditorium., 2nd Fl., 109 Front St., Winchendon, MA 01475 to discuss the Variance application from Samantha Harding of 87 Mill Glen Road in Winchendon, MA 01475 for work proposed at said address (also known as Assessors Map M11, Parcel 213) Winchendon, MA 01475 to obtain a variance from the Winchendon Zoning Board of Appeals to allow for reduced side setback as outlined in Article 7.2 page 85 of the Winchendon Zoning Bylaws. Said property is located in a R80 - Rural Residential district. All interested persons should plan to attend. A copy of the application is available for review in the Department of Planning and Development, 109 Front Street, Winchendon, MA 01475. Alternative translation and accommodation for disabled persons is available by advance request.
BY: Cynthia Carville, Chair
Winchendon Zoning Board of Appeals

Dec4,11-2t

LEGAL NOTICES

CITATION ON PETITION FOR
FORMAL ADJUDICATION
Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
(508) 831-2200
Docket No.
WO19P3903EA

Estate of:
Dorothy J Lupien
Date of Death 07/11/2019
To all interested persons:
A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by
Linda Belanger of Winchendon, MA
Requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The Petitioner requests that:
Linda Belanger of Winchendon MA
Be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.
Important Notice
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00a.m. on the return day of 12/31/19.
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.
UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC) A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

Witness, Hon. Leilah A Keamy, First Justice of this Court
Date: December 03, 2019 Stephanie K. Fattman
Register of Probate

MPC 560 (8/15/16)

Dec11-1t

Attachment "C"

Abutters Mailed - 9/9/19 HR
+ Towns & Applicants.

300 foot Abutters List Report

Ashburnham, MA
September 04, 2019

Subject Property:

Parcel Number: 58-91
CAMA Number: 58-91
Property Address: 14 SOUTH PLEASANT ST

Mailing Address: PLEASANT ST PROP INC
264 OLD AYER ROAD
GROTON, MA 01450

Abutters:

Parcel Number: 18-8
CAMA Number: 18-8
Property Address: OFF MURRAY RD
Mailing Address: [redacted] ✓

Parcel Number: 58-111
CAMA Number: 58-111
Property Address: SOUTH MAIN ST
Mailing Address: [redacted]

Parcel Number: 58-112
CAMA Number: 58-112
Property Address: 8 SOUTH MAIN ST
Mailing Address: [redacted] Dup.

Parcel Number: 58-113
CAMA Number: 58-113
Property Address: 4 SOUTH MAIN ST
Mailing Address: [redacted] ✓

Parcel Number: 58-114
CAMA Number: 58-114
Property Address: 2 SOUTH MAIN ST
Mailing Address: [redacted]

Parcel Number: 58-115
CAMA Number: 58-115
Property Address: 32 SOUTH PLEASANT ST
Mailing Address: [redacted] ✓

Parcel Number: 58-12
CAMA Number: 58-12
Property Address: CENTER ST
Mailing Address: [redacted]

Parcel Number: 58-80
CAMA Number: 58-80
Property Address: 20 SOUTH MAIN ST
Mailing Address: [redacted] ✓

Parcel Number: 58-81
CAMA Number: 58-81
Property Address: 17 SOUTH PLEASANT ST
Mailing Address: [redacted]

Parcel Number: 58-82
CAMA Number: 58-82
Property Address: 1 SOUTH PLEASANT ST
Mailing Address: [redacted] ✓

300 foot Abutters List Report

Ashburnham, MA
September 04, 2019

Parcel Number: 58-85
CAMA Number: 58-85
Property Address: 25 SOUTH PLEASANT ST
Mailing Address: [redacted]

Parcel Number: 58-86
CAMA Number: 58-86
Property Address: 27 SOUTH PLEASANT ST
Mailing Address: [redacted]

Parcel Number: 58-87
CAMA Number: 58-87
Property Address: 31 SOUTH PLEASANT ST
Mailing Address: [redacted]

Parcel Number: 58-89
CAMA Number: 58-89
Property Address: 30 SOUTH PLEASANT ST
Mailing Address: [redacted] ✓

Parcel Number: 58-90
CAMA Number: 58-90
Property Address: 26 SOUTH PLEASANT ST
Mailing Address: [redacted] ✓

Parcel Number: 58-94
CAMA Number: 58-94
Property Address: 2 SOUTH PLEASANT ST
Mailing Address: [redacted]

Parcel Number: 58-95
CAMA Number: 58-95
Property Address: 1 GARDNER RD
Mailing Address: [redacted]

Brenda Bellina 08/04/19 B.O.N.

Positive Impact Plan
Evokanna, LLC, Evokanna Labs
June 2021

As a Social Equity company itself, positively impacting the legal and regulated cannabis industry is the very cornerstone of the company's founding fibre. Thus, our positive impact plan focuses on identifying, employing and cultivating the talent of those disproportionately impacted by the war on drugs. Our overall vision is to invest in our employees and create a strong corporate culture where entrepreneurship and innovation go hand-in-hand with equity and social justice.

Evokanna LLC and it's subsidiary Evokanna Labs, LLC acknowledge, (collectively referred to as "The Companies" or "Evokanna") are aware of, and will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Further, the Companies acknowledge that actions taken, or programs instituted, will be in accordance with, and will not violate, the Cannabis Control Commission's (CCC) regulations with respect to limitations on ownership, control, or other applicable state laws.

The Companies acknowledge that the positive impact plan does not include any goals or programs that may be considered legal requirements under the Commission's regulations, state or federal law, or any contractual agreement such as the Community Host Agreement.

The Companies acknowledge that the progress, or success of the positive impact plan will be assessed annually and will be required to be demonstrated upon each license renewal period (one year upon provisional licensure and each year thereafter) 935 CMR 500.101(1).

Targeted Populations:
People who are past or present residents of the geographic areas of disproportionate impact, specifically Fitchburg; Commission-designated Economic Empowerment Priority applicants; Commission-designated Social Equity Program Participants; Massachusetts residents who have
past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions, as defined by 935 CMR 500.101(1)(a).

Goals:

The specific population Evokanna seeks to impact are: Massachusetts residents who have past drug convictions, Commission-designated Social Equity Program Participants and past or present residents of the geographic areas of disproportionate impact, specifically Fitchburg.

1) To provide full-time careers with benefits, to 63 employees within three years to those disproportionately harmed people listed above.

2) To retain 65% of those disproportionately harmed employees for at least two years.

3) To score highly by 80% of all employees in metrics concerning company culture and employee satisfaction.

4) To provide all employees 3 annual training workshops and fund one external training program, culminating in opportunities for advancement and rotational cross-trainings. The topics covered will

include extraction and product manufacturing techniques, information on the adult-use cannabis market, industry trends, regulations, and best practices for entering and operating within a marijuana establishment.

Program:
In order to achieve these goals, Evokanna will affirmatively advertise and over the next three years we are projected to hire 63 employees. We will advertise when positions become available, with positions published and updated at least monthly.

To ensure we have a pool of candidates from the disproportionately harmed population Evokanna will advertise in Fitchburg Sentinel and Enterprise, Vocero Hispano, and Bay State Banner newspapers. Evokanna will also email or mail employment opportunities to Indeed, Mass Hire Job Quest, Community Resource Centers, SPAN, Inc. Aid to Incarcerated Mothers and Families for Justice as Healing. Evokanna will participate in job fairs offered by Fitchburg Veteran Center, Mass Hire Career Centers, and Career and Placement Center at Fitchburg State University.

Evokanna will also use creative ways through social media to advertise new positions. Evokanna will purchase bilingual advertising in first language newspapers to ensure first language speakers of the surrounding communities can be made aware of the surrounding opportunities. Publications as such; Worcester Telegram, Vocero, Sentineland Enterprise.

Evokanna will attend, participate and recruit from two job fairs annually, at recruitment & placements centers, adult education centers, reentry programs, Veterans centers, workforce development and faith based. (Veteran Center - Fitchburg, PFLAG of Greater Worcester, MassEquality -Worcester).

Program performance metrics:
1) Rate of attendance at job fairs, as determined by sign ins in-person or online for attendees;
2) Percentage of applicants meeting the targeted population criteria interviewed, considered, and evaluated by Evokanna, LLC;
3) Percentage of qualifying employees retained after 12 months;
4) Percentage of qualifying employees participating in ongoing training programs;
5) Number and percentage of employees qualifying and taking advantage of company stock options.
6) Employee career satisfaction and diversity & inclusion satisfaction rates, as determined by anonymous self-reporting conducted in a format closely akin to the annual Federal Employee Viewpoint Survey (FEVS).

Annual Assessment/Timeline:
As provisional licensure is expected to be issued by Q3 2021, we anticipate initial hiring to occur by Q2 2022. Positive impact plan progress reports will be presented upon annual license renewal beginning Q3 2022.

In acknowledging positive impact is a continuous journey, rather than a one-time effort and in the spirit of continuous improvement, Evokanna will seek to maintain or improve the above metrics year-over-year, rather than set a one-time minimum threshold. Thus these metrics will be collected, analyzed and discussed by management at least once a year, with executive compensation partially tied to progress and improvement

OPERATING AGREEMENT

OF

EVOKANNA LABS, LLC

This Operating Agreement (the "**Agreement**") of Evokanna Labs, LLC, a Massachusetts limited liability company (the "**Company**"), effective as of November 23, 2020, is adopted and entered into by and between the Company and Evokanna, LLC, a Massachusetts limited liability company, as the sole member of the Company (the "**Member**").

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the "**Act**") by filing the Certificate of Organization with the office of the Secretary of the Commonwealth of Massachusetts on November 23, 2020;

WHEREAS, the Company and Member agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the Company and Member as follows:

ARTICLE I

FORMATION AND TERM

1.1 Name. The name of the Company is Evokanna Labs, LLC.

1.2 Purpose. The purpose of the Company is to pursue and hold cannabis licensure in the Commonwealth of Massachusetts, in compliance with applicable laws and regulations, and to engage in any other lawful act or activity or business permitted by the laws of the Commonwealth of Massachusetts as the Board shall determine and any and all activities necessary or incidental to the foregoing as the Board deems appropriate.

1.3 Term. The term of the Company commenced on November 23, 2020, the date the Certificate of Organization was filed in the office of the Secretary of the Commonwealth of Massachusetts, and shall continue in existence until dissolved as provided in this Agreement.

1.4 Offices. (a) The principal office of the Company, and such additional offices as the Board may determine to establish, shall be located at 207 Kenoza St. Haverhill, MA 01830, or at such place or places inside or outside the Commonwealth of Massachusetts as the Board may designate from time to time.

(b) The registered office of the Company in the Commonwealth of Massachusetts is 82 Wendell Avenue, Suite 100, Pittsfield, Massachusetts 01201. The name and address of the Company's registered agent for service of process on the Company in the Commonwealth of Massachusetts is Registered Agent, Inc., Matthew Joffre, 82 Wendell Avenue, Suite 100, Pittsfield, Massachusetts 01201.

ARTICLE II

POWERS AND MANAGEMENT; OFFICERS

2.1 Board of Managers. The full and entire management and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers (the "**Board**"). Unless the approval of the Member is required by this Agreement or by non-waivable provisions of applicable law, the Board shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, in accordance with the terms hereof. The Board may, from time to time, delegate to one or more persons (including the Member or any officer or employee of the Company) such authority and responsibility as the Board may deem advisable including, but not limited to, the creation of an advisory board to assist and counsel the Board on decisions impacting the Company. Any delegation pursuant to this Section 2.1 may be revoked at any time, for any reason, by the Board. No such person, except within the limits prescribed by the Board, shall take any action to commit the Company with respect to any transaction without the approval of the Board. Notwithstanding any other provision of this Agreement to the contrary, the Board and each Officer, acting singly, are hereby authorized to execute and deliver, on behalf of the Company, any and all agreements, certificates or other documents that are necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes of the Company, all without the consent of any other person or entity being required. Notwithstanding the foregoing, the Board shall have the power and authority to override any decision made or action taken by an Officer, and any action taken by the Board that is inconsistent with a decision made or action taken by an Officer shall automatically override such decision or action of such Officer and such action of the Board shall be binding upon the Company.

2.2 Appointment of the Board of Managers. The Board shall consist of five (5) constituent voting members (each, a "**Manager**" and together, collectively, the "**Managers**"). The initial Managers shall be Peter Dougherty, Nicholas Mortillaro, Carl O'Neal III, Matthew Joffre and Bryant Jones. Each Manager shall be (a) at least 21 years of age, (b) be able to be registered as a "Marijuana Establishment Agent" (as defined in 935 CMR 500.002), and (c) shall not be a person or entity having direct or indirect control with respect to any other cannabis-related business in Massachusetts or other state in which the Company and/or any of its subsidiaries or affiliates are pursuing licensure. Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company. Each Manager shall serve for lifetime terms or until such Manager's earlier resignation or removal, pursuant to the terms of this Agreement, or death. If, at any time, any position on the Board is vacant, whether resulting from the resignation or removal of any Manager, pursuant to the terms hereof, or his/her/its death, a replacement Manager may be appointed by the Member holding a majority of the then issued and outstanding Units; and such successor shall be deemed, upon such election, a Manager, with all the applicable rights and obligations pertaining thereto.

2.3 Resignation and Removal of a Manager. Subject to the terms of any separate written agreement between the Company and a Manager, a Manager may resign at any time by giving written notice to the Company. A Manager's resignation permitted hereunder shall be effective upon the Company's receipt of a written notice indicating such, unless such notice

specifies a different date, and the acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in such notice. Any Manager may be removed at any time, whether or not for cause, by the affirmative vote or written consent of the Member, which may then vote on a replacement Manager.

2.4 Officers.

(a) The Board may, from time to time as it deems appropriate, select natural persons and designate them as officers of the Company (the "**Officers**") and assign titles (including, without limitation, President, Co-President, Vice President, Treasurer, Assistant Treasurer, and Secretary) to any such person, in addition to the Officers appointed pursuant to Section 2.4(b). The powers of the Board and each of the Officers shall include, without limitation, the authority (i) to negotiate, complete, execute, acknowledge, deliver and perform any and all agreements, deeds, instruments, receipts, certificates and other documents on behalf of the Company, and (ii) to take all such other actions on behalf of the Company as the Board may consider necessary or advisable in connection with the management of the Company. All determinations, decisions and actions made or taken by the Board, or any of the Officers, in accordance with this Agreement shall be conclusive and absolutely binding upon the Company. Any delegation pursuant to Section 2.1 or this Section 2.4(a) may be revoked at any time by the Board. An Officer may be removed with or without cause by the Board. The Board and the Officers shall not be liable to the Company for breach of any duty (including fiduciary duties) if they relied in good faith on the provisions on this Agreement

(b) The following individuals are hereby appointed as the Officers of the Company:

Matthew Joffre	Chief Executive Officer
Nicholas Mortillaro	President
Nicholas Mortillaro	Treasurer
Carl O'Neal	Secretary

(c) Each Officer shall hold office until his or her successor shall be duly designated and qualified or until his or her death or until he or she shall resign or shall have been removed from the Company, or shall resign or shall have been removed.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

2.5 Accounting. The accounting for Company purposes shall be in accordance with accounting principles determined by the Board.

2.6 Bank Account. Each Officer is hereby authorized and empowered to appoint a depositary bank and to take all necessary actions in connection therewith to permit the Company to receive, retain and distribute funds so as to carry out its business.

ARTICLE III

CAPITAL CONTRIBUTION AND ALLOCATIONS OF PROFITS AND LOSSES

3.1 Interests. The Member's interest in the Company (the "**Interests**") shall for all purposes be personal property. No holder of an Interest shall have any interest in specific Company assets or property, including assets or property contributed to the Company by the Member as part of any capital contribution. The Member's percentage ownership interest in the Company as of the date hereof is set forth on Schedule I attached hereto.

3.2 Capital Contributions. The Member is deemed admitted as the sole member of the Company as of the date hereof. The Member is not required to make any capital contributions to the Company. However, the Member may at any time make capital contributions to the Company in such amounts and percentages as determined in its sole discretion.

3.3 Allocation of Profits and Losses. The Company's profits and losses shall be allocated solely to the Member.

3.4 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Board. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its Interests in the Company if such distribution would violate the Act or other applicable law (excluding laws related to cannabis or the cannabis industry that may be a violation of federal law, so long as such conduct or activity is reasonably believed to be in compliance with applicable state laws).

ARTICLE IV

DISSOLUTION AND TERMINATION

4.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following:

(a) the election by the Member;

(b) at any time there are no members of the Company unless the Company is continued without dissolution in accordance with the Act; or

(c) the entry of a decree of judicial dissolution of the Company under the Act.

4.2 Liquidation.

(a) The liquidation of the Company shall be managed exclusively by the Board.

(b) The proceeds from liquidation of the Company shall be applied as follows:

(i) to creditors, including any Manager, if a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to a Manager; and

(ii) to the Member.

4.3 Termination. The Company shall terminate when 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 Member in the manner provided for in this ARTICLE IV, and the Certificate of Organization in effect as of the date thereof shall have been canceled in the manner required by the Act.

ARTICLE V

ADMISSION OF A MEMBER

5.1 Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of, and on the terms set forth by, the Member. Upon the admittance of additional members to the Company, Schedule I hereto shall be amended accordingly.

ARTICLE VI

ASSIGNMENTS AND RESIGNATION

6.1 Assignments. The Member may at any time assign in whole or in part its membership interest in the Company. If the Member, acting in its sole discretion, transfers all of its interest in the Company pursuant to this Section 6.1, the transferee shall be admitted to the Company as a member (and shall thereafter be a "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 prior to the transfer, and immediately following such admission of the transferee Member, the transferor Member shall cease to be a member of the Company. Upon the Member's assignment, in whole or in part, of its membership interest in the Company, Schedule I hereto shall be amended accordingly.

6.2 Withdrawal. The Member may at any time, acting in its sole discretion, withdraw from the Company. If the Member withdraws pursuant to this Section 6.2, an additional member shall be admitted to the Company, subject to Section 5.1 hereof, 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 prior to the withdrawal, and, immediately following such admission, the withdrawing Member shall cease to be a member of the Company.

Upon such withdrawal of the Member from the Company, Schedule I hereto shall be amended accordingly.

ARTICLE VII

GOVERNING LAW

7.1 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its principles of conflict of laws.

ARTICLE VIII

LIABILITY, EXCULPATION AND INDEMNIFICATION

8.1 Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person (as defined below) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person. The failure of a limited liability company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any member of the Company, any Manager or the Member of the Company for liabilities of the limited liability company.

8.2 Exculpation. To the fullest extent permitted by applicable law, no Covered Person shall be liable to the Company or any other Covered Person 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 except, with respect to any Covered Person other than a Manager, for any such loss, damage or claim as may be attributable to fraud, willful violation of law, willful misconduct or gross negligence on the part of such Covered Person. 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, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct or gross negligence for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as a Manager's conduct or activity is reasonably believed to be in compliance with applicable state laws.

8.3 Indemnification. 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 except, with respect to any Covered Person other than a Manager, for any such loss, damage or claim as is attributable to fraud, willful violation of law, willful misconduct or gross negligence on the part of such Covered Person;

provided, however, that any indemnity under this Section 8.3 shall be provided out of and to the extent of Company assets only, and no member of the Company or the Member or a Manager shall have any personal liability on account thereof. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as a Manager's conduct or activity is reasonably believed to be in compliance with applicable state laws.

8.4 Advancement of Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be finally judicially determined that the Covered Person is not entitled to be indemnified as authorized in Section 8.3. Notwithstanding anything to the contrary of the foregoing, the Company's obligation, if any, to indemnify or advance expenses to any Covered Person is intended to be secondary to any such obligation of or under, and shall be reduced by any amount such Covered Person may collect as indemnification or advancement from, any portfolio company or subsidiary thereof or any insurance policies of such portfolio company or its subsidiary and the Company shall, to the fullest extent permitted by law, be fully subrogated to all rights of such Covered Person against such portfolio companies or subsidiaries thereof or insurance policies of such portfolio companies or their subsidiaries.

8.5 Outside Businesses. Any Covered Person may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the other Covered Persons shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Covered Persons shall be obligated to present any particular investment opportunity to the Company, even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Covered Person shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

8.6 Covered Person. For purposes of this ARTICLE VIII, "**Covered Person**" shall mean any officer, director, manager, member, shareholder, partner, employee, representative or agent of the Company, including the Managers and the Member, and any affiliates of any of the foregoing.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. All notices or other communications given or made under this Agreement shall be in writing. Notices or other communications shall be mailed by regular mail, postage prepaid, to the Company at 7 Maple Street, Maynard, Massachusetts 01754, or at such other address as the Board may specify from time to time.

9.2 Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

9.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

9.4 Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the parties.

9.5 Sole Benefit. The provisions of this Agreement (including Section 3.2) are intended solely to benefit the Member and the Managers (and, with respect to ARTICLE VIII, the Covered Persons) and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no member of the Company or the Member and Managers shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

9.6 Captions. The titles and captions contained herein are for convenience only and shall not be deemed part of this Agreement.

9.7 Numbers and Gender. Where the context so indicates, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, and person shall include corporation, firm or any other entity.

9.8 Action by Written Consent. Any action that may be taken by the Board or Member at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the Board or Member, as applicable.

[*Signature page follows*]

* * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement as of the date written above.

Company:

Evokanna Labs, LLC

By: Nicholas Mortillaro
Name: Nicholas Mortillaro
Title: President, COO

Member:

Evokanna LLC

By: Matthew Joffre
Name: Matthew Joffre
Title: CEO

SCHEDULE I

MEMBERS

MEMBER	INTEREST
Member:	
Evokanna LLC (Massachusetts limited liability company)	100.00%
TOTAL:	**100.00%**

Attestation of Ineligibility for Unemployment Assistance

Evokanna, LLC, Evokanna Labs, LLC and Evokanna Grow, LLC at the time of this application and until provisional licensing, and likely thereafter until Q1 2022, is not expected to hire any employees and is therefore not eligible to receive a certificate of good standing from the Massachusetts Department of Unemployment Assistance.

Evokanna, LLC

Matthew Joffre

Print Name: Matthew Joffre

Title: Chief Executive Officer

Date: April 15, 2021

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Restated Certificate of Organization
(General Laws, Chapter)

Identification Number: 001462571

The date of filing of the original certificate of organization: 10/1/2020

1. The exact name of the limited liability company is: EVOKANNA LABS, LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:
No. and Street:
City or Town: State: Zip: Country:

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

No. and Street: 207 KENOZA ST
City or Town: HAVERHILL State: MA Zip: 01830 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:
EVOKANNA LABS, LLC PROVIDES PROFESSIONAL SERVICES AND MANAGEMENT IN THE H EMP LIFESTYLE AND NATURAL WELLNESS INDUSTRY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: REGISTERED AGENTS, INC
No. and Street: 82 WENDELL AVENUE, STE 100
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, MATTHEW JOFFRE 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	PETER DOUGHERTY	207 KENOZA ST HAVERHILL, MA 01830 USA
MANAGER	CARL F O'NEAL	207 KENOZA ST HAVERHILL, MA 01830 USA
MANAGER	NICHOLAS E MORTILLARO	207 KENOZA ST HAVERHILL, MA 01830 USA
MANAGER	BRYANT F JONES	207 KENOZA ST HAVERHILL, MA 01830 USA

MANAGER	MATTHEW JOFFRE	207 KENOZA ST HAVERHILL, MA 01830 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MATTHEW JOFFRE	207 KENOZA ST HAVERHILL, MA 01830 USA
SOC SIGNATORY	NICHOLAS E MORTILLARO	207 KENOZA ST HAVERHILL, MA 01830 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NICHOLAS E MORTILLARO	207 KENOZA ST HAVERHILL, MA 01830 USA
REAL PROPERTY	MATTHEW JOFFRE	207 KENOZA ST HAVERHILL, MA 01830 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:
UPDATED ADDRESS 2B. STREET ADDRESS OF THE OFFICE IN THE COMMONWEALTH AT WHICH THE RECORDS WILL BE MAINTAINED: FROM 7 MAYNARD ST, MAYNARD MA TO 207 KENOZA ST HAVERHILL MA 01830.

11. The restated certificate shall be effective when filed unless a later effective date is specified: 5/12/2021

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of May, 2021,
MATTHEW JOFFRE , **Signature of Applicant.**

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All Rights Reserved

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:

May 11, 2021 10:31 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 5-13-2021 CLERK

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

William Francis Galvin
Secretary of the
Commonwealth

May 12, 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

EVOKANNA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 5, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **MATTHEW JOFFRE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MATTHEW JOFFRE, BRYANT F JONES, PETER DOUGHERTY, NICHOLAS E MORTILLARO, CARL F O'NEAL**

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

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

Processed By:TAA

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

May 12, 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

EVOKANNA LABS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 1, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **PETER DOUGHERTY, CARL F O'NEAL, NICHOLAS E MORTILLARO, BRYANT F JONES, MATTHEW JOFFRE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PETER DOUGHERTY, CARL F O'NEAL, NICHOLAS E MORTILLARO, BRYANT F JONES, MATTHEW JOFFRE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NICHOLAS E MORTILLARO, MATTHEW JOFFRE**

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

Processed By:TAA

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

mass.gov/dor

Letter ID: L0561157952
Notice Date: May 18, 2021
Case ID: 0-001-161-662

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000046

EVOKANNA LABS LLC
142 EXETER RD
NORTH HAMPTON NH 03862-2005

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

October 5, 2020

Letter of Intent – State of Massachusetts

We are the insurance broker for Evokanna LLC. In our capacity as Evokanna LLC insurance broker and risk consultant to the owners of the business we are advising them on solutions, ultimately the securing of insurance is the owner's responsibility. We are aware and understand the insurance requirements for the State of Massachusetts and will thus structure insurance options for their operations in Massachusetts to meet the requirements set forth below:

> "935 CMR 500.105 (10): Liability Insurance Coverage or Maintenance of Escrow.
> (a) A Marijuana Establishment shall obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than $5,000 per occurrence.
> (b) A Marijuana Establishment that documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) may place in escrow a sum of no less than $250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities.
> (c) The escrow account required pursuant to 935 CMR 500.105(10)(b) must be replenished within ten business days of any expenditure.
> (d) Reports documenting compliance with 935 CMR 500.105(10) shall be made in a manner and form determined by the Commission pursuant to 935 CMR 500.000: Adult Use of Marijuana."

This letter serves to confirm coverages have been pursued for Evokanna LLC for location: South Pleasant St., Ashburnham, MA 01430, Co-located 10K SQR-FT cultivation and 10K SQR-FT manufacturing/extraction/processing in a 46K SQR-FT shell. This letter does not confirm coverage has been bound. Coverage will be bound once the application is improved, there is an insurable risk, and a bind request is sent to the carrier.

Nicholas Mortillaro
Chief Strategy Officer
Evokanna LLC,
7 Maple Street Maynard, MA 01754

Should you require further conversation/verification, we are available to answer questions.

Regards,

Greg Winter
Producer
Head of Alliant' Cannabis/Hemp Practice
Alliant Insurance Services, Inc.
Phone: 303 909 1719

EVOKANNA

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IMPORTANT DISCLAIMERS, RISK FACTORS AND DISCLOSURES:

The information contained herein is not a complete analysis of every material fact respecting **Evokanna LLC and subsidiaries Evokanna Grow LLC and Evokanna Labs LLC (“Evokanna”),** hereinafter collectively referred to as the **“Company,”** nor any Financing Debenture or Equity Offering**.** This Term Sheet, the Executive Summary/Pitch Deck, the Business Plan, the Financial Statement Projections, the Debenture Instrument and the Subscription Agreement (hereinafter referred to collectively as (the “Company’s Offering Documents”) contains forward-looking statements, which involve risks and uncertainties, including forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995; §27A of the Securities Act of 1933 and; §21E of the Securities Act of 1934. The Company’s Offering Documents contains forward-looking statements that relate to the business plans, programs and trends; results of future operations; uses of future earnings; satisfaction of future cash requirements; funding of future growth; acquisition plans; future market, business and operations of the Company. Words or phrases such as “will,” “hope,” “expect,” “intend,” “plan,” or similar expressions generally are intended to identify forward-looking statements. Those statements involve substantial risks and uncertainties that could cause actual results to differ materially from the results discussed herein. Examples of forward-looking statements include, but are not limited to, statements regarding: (i) the adequacy of a Startup’s funding to meet its future needs, (ii) the revenue and expenses expected over the life of the Startup, (iii) the market for a Startup’s goods or services, or (iv) other similar matters. Each Startup’s forward-looking statements are based on management's current expectations and assumptions regarding the Startup’s business and performance, the economy and other future conditions and forecasts of future events, circumstances and results. As with any projection or forecast, forward-looking statements are inherently susceptible to uncertainty and changes in circumstances. The principal risks and uncertainties that may affect the Company’s actual performance and results of operations include the following:

- recent and future changes in technology, services and standards;
- changes in consumer behavior;
- changes in a Startup’s plans, initiatives and strategies, and consumer acceptance thereof;
- changes in the plans, initiatives and strategies of the third parties that are necessary or important to the Startup’s success;
- competitive pressures, including as a result of changes in technology;
- changes in the Massachusetts Cannabis Control Commission rules and regulations;
- changes in the Massachusetts Social Equity Program;
- the Startup's ability to deal effectively with economic slowdowns or other economic or market difficulties;
- increased volatility or decreased liquidity in the capital markets, including any limitation on the Startup’s ability to access the capital markets for debt securities, refinance its outstanding indebtedness or obtain equity, debt or bank financings on acceptable terms;
- the failure to meet earnings expectations;
- the adequacy of the Startup's risk management framework;
- changes in U.S. GAAP or other applicable accounting policies;
- the impact of terrorist acts, hostilities, natural disasters (including extreme weather) and pandemic viruses; a disruption or failure of the Startup's or its vendors' network and information systems or other technology on which the Company's businesses rely;
- changes in tax, federal communication and other laws and regulations;
- changes in foreign exchange rates and in the stability and existence of foreign currencies; and
- other risks and uncertainties which may or may not be specifically discussed in materials provided to Investors.

Additional Risk Factors include the following: The companies funded by Evokanna may be subject to heightened legal risk, as use and possession of marijuana is currently illegal under U.S. Federal Law. The Company may need additional capital to support its operations, which may be unavailable or costly. The Company is reliant on key members of the group and can offer no assurances that strategic personnel can be found on a timely basis in the future. The Company is reliant on outside manufacturers, marketing, and collaborative partners and can offer no assurances that those parties will be readily available. Concentration of ownership of stock by management may prevent new investors from influencing significant corporate decisions. *Every investor (“**Investor**”) should be aware that an investment in the Company **involves a high degree of risk**. The following considerations, among others, should be carefully evaluated before making an investment in a Startup.* **Risk Inherent in Startup Investments; an Investor May, and Frequently Does, Lose All of Its Investment:** Investments in Startups involve a high degree of risk. Financial and operating risks confronting Startups are significant. Loss of an Investor’s entire investment is possible and can easily occur. Moreover, the timing of any return on investment is highly uncertain. The Startup market is highly competitive and the percentage of companies that survive and prosper is small. Startup investments often experience unexpected problems in the areas of product development, manufacturing, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, Startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise. **Changing Economic Conditions:** The success of any investment activity is determined to some degree by general economic conditions. The availability, unavailability, or hindered operation of external credit markets, equity markets and other economic systems which an individual Startup may depend upon to achieve its objectives may have a significant negative impact on a Startup’s operations and profitability. The stability and sustainability of growth in global economies may be impacted by terrorism, acts of war or a variety of other unpredictable events. There can be no assurance that such markets and economic systems will be available or will be available as anticipated or needed for an investment in a Startup to be successful. Changing economic conditions could potentially, and frequently do, adversely impact the valuation of portfolio holdings. **Future and Past Performance:** The past performance of a Startup or its management is not predictive of a Startup’s future results. **Difficulty in Valuing Startup Investments:** It is enormously difficult to determine objective values for any Startup. In addition to the difficulty of determining the magnitude of the risks applicable to a given Startup and the likelihood that a given Startup’s business will be a success, there generally will be no readily available market for a Startup’s equity securities, and hence, an Investor’s investments will be difficult to value. **Minority Investments:** As is the case with minority holdings in general, such minority stakes will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Investors will be reliant on the existing management and board of directors of such companies, which may include representatives of other financial investors with whom the Investor is not affiliated and whose interests may conflict with the interests of the Investor. **No Assurance of Additional Capital for Startups:** After an Investor has invested in a Startup, continued development and marketing of the Startup’s products or services, or administrative, legal, regulatory or other needs, may require that it obtain additional financing. Such additional financing may not be available on favorable terms, or at all. **Absence of Liquidity and Public Markets:** There is no public market for the Stock in this Company. Any economic projections or estimates made herein assume certain economic, industry and fiscal parameters, which are subject to change. Actual results and future events could differ materially from those set forth in, contemplated by, or underlying the forward-looking statements. Readers and participants are cautioned not to place undue reliance on the forward-looking statements made in, or incorporated by reference into the Company’s Offering Documents.

THIS PRESENTATION DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

I. Executive Summary

Company Summary

Evokanna, LLC (hereafter referred to as "*Evokanna*") is a recreational cannabis company in Massachusetts that will cultivate and manufacture premier indoor cannabis flower and extracts. *Evokanna's* management team has a combined 40 years in the science of cannabis and cannabinoids and a track record of building, maintaining and managing successful commercial cannabis related operations. In line with the state's Social Equity program's mission to provide ownership and training opportunities for those disproportionately impacted by the war on drugs, the company has partnered with Social Equity eligible individuals, which include people of color and those who have prior cannabis convictions, to provide mentorship and guidance to success in the industry. This marriage between "cannabis culture" and scientific knowledge of cannabis and cannabinoids is a unique and powerful combination. *Evokanna* is prepared to approach the Massachusetts market with innate understanding and steady execution.

CEO Matthew Joffre, social equity, has 10+ years' experience as an entrepreneur, having co-founded FlowerHeadz, a cannabis lifestyle brand, and Elite Staffing, a staffing agency for which he currently serves as director of sales. In addition, Mr. Joffre is a co-owner in a cannabis-focused nutrients company, Royal Knight Agriculture, which had him selling nutrients into multiple commercial cannabis operations across the country. President and CSO/COO Nicholas Mortillaro, social equity, is a chemical engineer with specialization in botanical extractions, cannabinoid formulations and manufacturing labs. Mr. Mortillaro comes form the biotech industry and has a background in biotech, medical devices and strategic consulting. Sales, Marketing, & Investor Relations lead Carl O'Neal, social equity, knows the cannabis consumer intimately, having launched and represented (alongside CEO Matthew Joffre) multiple successful retail brands, including apparel. In addition, Mr. O'Neal maintains a global network of investors, operators, and key cannabis influencers. President of Cultivation Bryant Jones is a traditionally trained horticultural scientist conducting studies and research at the University of Minnesota. Mr. Jones has experience in greenhouse operations and is proficient in the use of the ARGUS environmental control system.

Evokanna has secured a 46,000 square foot co-located manufacturing and cultivation site in Ashburnham, MA. The Company plans to cultivate and manufacture in-house brands and distribute to the wholesale market statewide. To increase revenues, Evokanna will toll process biomass for cultivators and contract manufacture/white-label products for distribution through our wholesale network, with licensing agreements in place with established west coast brands.

Main Goals

1. To cultivate and manufacture top tier cannabis products for sale in Evoke Boston and other licensed Massachusetts retailers and be known for bringing unbeatable value to our customers
2. To fuse science with social justice and urban advancement, and be known for our commitment to making a positive impact in the market
3. To qualify for the state's Social Equity program, once regulations for cities and states has been finalized, and reap the benefits of that program
4. To be revenue generating, self-sufficient and returning value to shareholders by year 3

Mission

Evokanna's mission is to become a leading recreational cannabis company, with top quality products informed by science, cultivation experience and intimate market knowledge while promoting diversity, equity and gratitude for its customers and for cannabis itself.

Philosophy

1. **Social Justice.** People of color have been incarcerated at far higher rates for cannabis related crimes. As a historically disenfranchised group, *Evokanna* believes they deserve a seat at the table in the regulated cannabis industry. Many historically disenfranchised people, incarcerated at higher rates, have paid dearly to bring cannabis to those who needed it. They've earned a seat at the table. *Evokanna* believes in the extraordinary value and potential of cannabis to bring about a more equitable, compassionate, and healthier world.
2. **Education.** Evokanna is committed to properly training and educating our staff and our customers about the science of cannabinoids and cannabis. We are committed to being honest about the positives, negatives, and unknowns of cannabis and cannabis products. We are research focused and believe that there is more that is not known about the health benefits that can be derived from cannabis than what is known. *Evokanna* is committed to teaching what it knows through cutting edge science and a researched backed product development approach.
3. **Honoring Cannabis.** Plants have their own version of knowledge, especially those plants like cannabis which have helped humans for millennia. *Evokanna* was started with the understanding that success in this industry depends on a successful collaboration with the plant. As such, the company is committed and intends to keep ever present gratitude and respect for this amazing plant, without which there would be no industry. commitment extends to maintaining the highest standards of excellence in cultivation and manufacturing. Our plants will be treated like family; no corners will be cut in ensuring the highest quality, disease and pest free cannabis.

4. **Innovation through Experience.** *Evokanna's CEO has a* proven track record in the cannabis industry, and is an in demand consultant on cultivation, manufacturing, grow design, and scientific advising for numerous licensed cannabis companies. Combining industry veterans with fresh, diverse newcomers, *Evokanna* will forge an innovative path forward.

Timeline with Milestones

Year 1: (1/2021 - 12/2021)

1. Obtain provisional licenses
2. Close on Ashburnham Property June 30th
3. Close Seed Round $3.5M
4. Secure Final Licenses
5. Launch manufacturing Q4
6. Open $9.5m capital raise Series A

Year 2: (1/2022-12/2022)

1. Indoor cultivation fully operational (40,000 sq ft total)
2. $10m+ revenues

Year 3: (1/2023-12/2023)

1. $30m+ revenues
2. Explore retail location
3. Pursuing additional licensing opportunities

Year 4: (1/2024 - 12/2024)

1. Regional brand recognition
2. Considerable resources directed to furthering cannabis research and education
3. Exploration of opportunities in additional plant derived products and formulations, non-cannabis merchandising, entertainment and real estate

Capital Raise

In the **Pre-Seed** phase, the company has raised $350K to complete the following (check marks indicate these have been completed):

- ☑ Secure proposed cultivation and co-located manufacturing property
- ☑ Complete preparation and officially secure property
- ☑ Complete site preparation for both locations including architectural, engineering, security and traffic plans
- ☑ Apply for a bank account with a state-chartered bank that offers financial services for legal cannabis companies under Safe Harbor
- ☐ Complete legal paperwork and secure provisional licenses

In the **Series A** phase, the company plans to raise $3.5M to:

- Apply for tier III (10,000-20,000) sq ft cultivation, manufacturing and distro licenses
- Secure necessary equipment, much of which is high in demand with long buyer waiting lists
- Receive provisional licenses, background checks and prepare site for final licenses

In **Phase I** the company plans to raise $9.5M in Series A funding to:

- Build out manufacturing (fully operational)
- Build out 20,000 ft2 cultivation (36,000 Ft 2)
- Launch B2B distribution

In **Phase II**:

- Indoor cultivation is completed and fully operational
- *Evokanna begins selling* products through retail facilities.

Future business development opportunities may include a retail location, direct-to-consumer delivery, a social consumption site (once licenses are available - estimated to be the end of 2022) and multi-media co-branded entertainment projects.

II. Opportunity

Problems Worth Solving

Lack of Diversity in the Cannabis industry

Massachusetts is leading the nation in crafting cannabis programs to address how the cannabis industry can benefit groups negatively impacted by the drug war. Massachusetts went so far as to enact multiple Social Equity programs, with a wide range of benefits from expedited licensing to access to state training and fee waivers.

Evokanna is proud of the revolutionary measures enacted by the Cannabis Control Commission, under the leadership of commissioner Shaleen Title but recognizes that the vast amount of work required of Cannabis Business Establishments can be overwhelming to any team, especially one whose members are unfamiliar with being given responsibility and equity in such a vast undertaking. Without proper, proven, and capable teams behind them, the promise of Social Equity will be empty. The social equity program is supposed to aid in providing much needed training and support, but regulators on the state and city levels are still figuring out regulation, so while non social equity and economic empowerment companies forge ahead in the market, increasing their market share, those companies promised "priority review" often end up being last into the market. The promise of a diverse market has yet to be achieved despite state initiatives.

Lack of high quality, Massachusetts-based products

Massachusetts is in its infancy in terms of the cannabis industry compared to states like California and Colorado. Unsurprisingly, the nascent industry is attracting experienced professionals from other states, who bring their protocols, customs and, sometimes, bad habits to bear in addition to their wealth of experience. There is much to learn from experienced growers in other states. *Evokanna* has recruited top talent who've proven themselves in other state markets. Yet while much translates from state to state, much does not. The big business, multistate approach often fails to anticipate the unique challenges of each state.

Evokanna has exceptional cannabis growing experience in Massachusetts, with unique genetics perfectly acclimated to the Northeast, *Evokanna* aims to create products from strains that thrive, informed by those who've catered to the MA consumer.

Evokanna has the aim and ability to be leading innovators, with a nuanced understanding of the Massachusetts market, and a strong network of professionals across the country and around the world hailing from the upper echelons of science and industry. Taking a scientific, data-driven approach to cannabis growing, *Evokanna* aims to optimize its cultivation, manufacturing and retail based on the numbers, ever mindful of maintaining the flexibility to pivot with the market.

The *Evokanna* difference is quality, consistency, data-driven and nimble. With a focus on maximizing efficiency, minimizing cost, and constantly optimizing, *Evokanna* will have market longevity when cannabis supply eventually meets demand.

Competition

Massachusetts Licensing Applications as of March 12, 2021:

TYPE	PENDING APPLICATION	PRE-CERTIFIED/ ENDORSEMENT	INITIAL LICENSE DENIED	PROVISIONALLY APPROVED	PROVISIONAL LICENSE	FINAL LICENSE	COMMENCE OPERATION	TOTAL
Craft Marijuana Cooperative	4	-	0	0	1	0	0	5
Delivery-Only Provisional License (Part 2)	4	-	0	4	2	0	0	10
Delivery Pre-Certification (Part 1)	17	58	0	0	0	0	0	75
Independent Testing Laboratory	5	-	0	2	5	0	4	16
Marijuana Cultivator	54	-	2	32	140	19	45	292
Marijuana Microbusiness	6	-	0	4	9	1	3	23
Marijuana Product Manufacturer	39	-	1	31	99	10	41	221
Marijuana Research Facility	7	-	0	0	0	0	0	7
Marijuana Retailer	67	-	1	35	156	9	113	381
Marijuana Transporter with Other Existing ME License	2	-	0	2	1	0	2	7
Microbusiness Delivery	2	1	0	0	0	0	0	3
Third Party Transporter	4	-	0	0	2	0	2	8
Total	211	59	4	110	415	39	210	1,048

Competition in the recreational cannabis landscape in Massachusetts is heating up, with the legal market dominated by multi-state operators like *Tilt*, *Harvest*, *Med Men*, *Sira Naturals, NETA (New England Treatment Access* - recently acquired by *Surterra Wellness)* and other major players in the national and Canadian markets. While these brands are more established, they're hardly household names. Many new recreational cannabis applicants come with out of state dollars, bringing expertise from more mature markets. Companies such as *MedMen* have a near $2b valuation[1],with Canadian company *Canopy Growth* valued at $10b. These companies are backing major efforts in MA. The bigger companies come with market experience from other states, exclusive strains and products, and enough capital to scoop up property and woo local municipalities.

Despite the recreational dispensaries that have opened, the overwhelming majority of consumers in Massachusetts continue to obtain cannabis from the illicit market. The thriving illicit market of long time proven local talent such as *Triforce Farms*, *Northern Terps*, *The Emerald Reserve*,

[1] http://www.latimes.com/business/la-fi-medmen-public-20180525-story.html

RiverRuns, *MassHash*, *Elite CannaGivers*, *Black & White Elite* and many more are trying to come online legally, but struggle with funding and scaling.

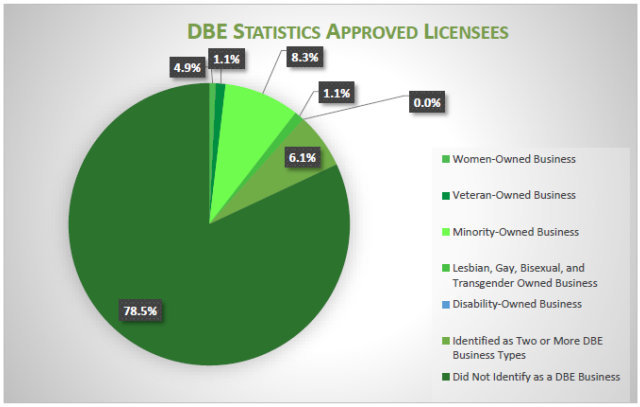
Evokanna meets the state's need for *authentic* Massachusetts brands, born out of talent, knowledge and insight into the people and culture of the state.

Making a Positive Impact

The Cannabis Control Commission has added *Positive Impact* and *Diversity Plans* as requirements for all cannabis business establishments (CBE). Among the acceptable categories of creating a positive impact is contributing to the success of Social Equity companies. *Evokanna* is in talks with several CBE's about including the company as a recipient of positive impact initiatives that include material help, mentorship, co-branding/marketing and favorable supply agreements.

Almost 80% of approved Licenses in Massachusetts do not meet any kind of Equity criteria, showing the market continues to fall short of the goals outlined by the legislature and CCC:

Type	#	% of Group
Women-Owned Business	41	4.9%
Veteran-Owned Business	9	1.1%
Minority-Owned Business	69	8.3%
Lesbian, Gay, Bisexual, and Transgender Owned Business	9	1.1%
Disability-Owned Business	0	0%
Identified as Two or More DBE Business Types	51	6.1%
Did Not Identify as a DBE Business	654	78.5%
Total	833	100%



Proven Management

Evokanna, *LLC* marries proven management expertise with, until now, underground cultivation expertise to ensure the success of Social Equity applicants and build brands that are fresh, authentic and innovative- not from corporate boardrooms and large marketing budgets. *Evokanna* management team members and advisers have raised and managed significant capital, built successful teams and brands, and are experts on building and running successful companies, time management and organization, business development, regulatory compliance and more.

Proven Cannabis Expertise

VP of cultivation operations Bryant Andrew Jones is a horticulturist and cannabis genetics expert with proprietary cultivars. Bryant has overseen *LeafLine,* a large scale medical cannabis

operation in his home state of Minnesota where he studied plant science at the University of Minnesota. Over the last 10 years, Bryant has developed exclusive strains in a meticulous breeding program. He was recently the recipient of the *ElSohley Award*, bestowed to him by CANN, the cannabis subdivision of the American Chemical Society.

Advisor Brett J Greene has had a front row seat for over a decade to top scientific innovations in the Cannabinoid Science field. Helping manage millions in federal funds supporting cannabinoid research at the Center for Drug Discovery, he's leveraged his knowledge of the scientific cutting edge in the pharmacology, chemistry, analytical chemistry and behavioral pharmacology of cannabinoids to driving the market forward into making *Evokanna* a leading innovator in the cannabis industry.

Advisor Dr. Matthew Hoffman, is a Ph.D. cell and molecular biologist with expertise in genetics, biochemistry, intellectual property development and research and development. After 20 years working in biotech and academic research, Dr. Hoffman transitioned into the cannabis industry. Most notably, he oversaw cultivation and extraction operations in a large, regulated Massachusetts-based cannabis company, *Ermont*.

Speed to Market

Having already secured a cultivation/manufacturing location, Host Community Agreement, support from top municipal officials and a completed provisional application, *Evokanna* has already achieved significant traction.

Below is a summary of the steps for licensure from the CCC:

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

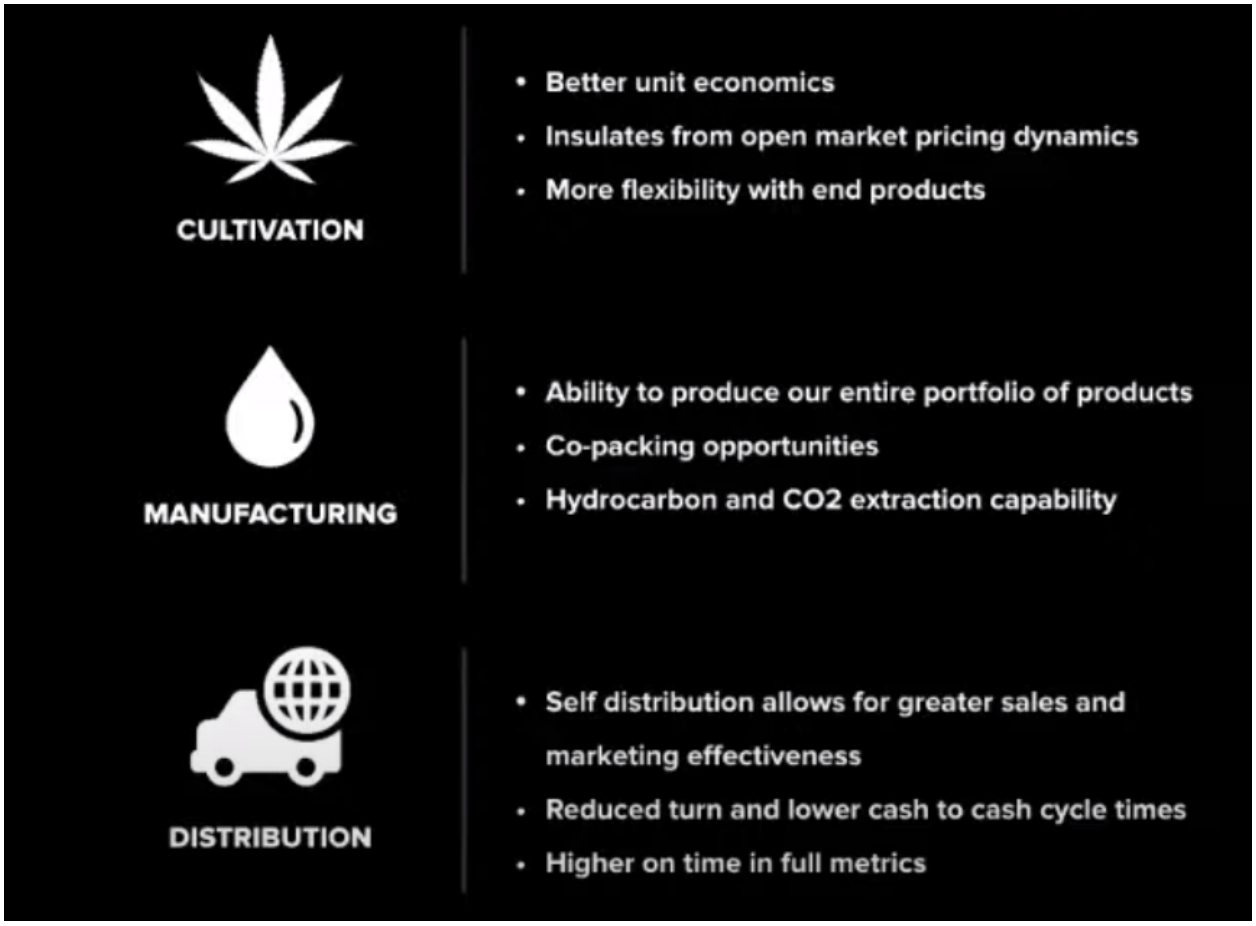
Licensing Applications | March 11, 2021

Status	#
Application Submitted: Awaiting Review	15
Application Reviewed: More Information Requested	142
Application Deemed Complete: Awaiting 3rd Party Responses	30
All Information Received: Awaiting Commission Consideration	20
Applications Considered by Commission *(includes Delivery Pre-Cert)*	837
Total	**1,044**

With world class cultivation/manufacturing team with Massachusetts cannabis experience minimizes its learning curve and primes the company to hit the market running upon final licensure.

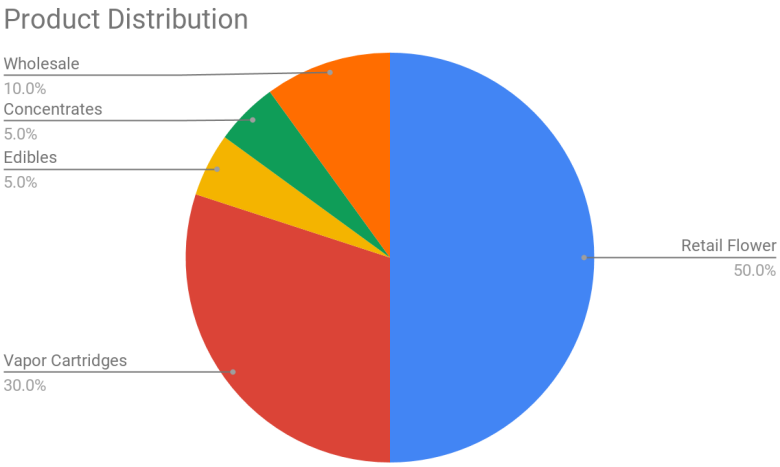
Beginning with cultivation and manufacturing, the company expects to have products in stores within 6 months after commencing operations.

III. Products & Services



Products - Cultivated and Manufactured

Evokanna will be growing 20+ strains, representing high yield and faster to harvest favorites as well as some rarer and much sought after *sativas*, plus one strain proprietary to team geneticist Andrew Bryant Jones, *Lemon Priest*.



Evokanna's cultivation facilities: Phase I: 10,000 square foot

cultivation operation locations will output a projected 6,000 lbs per year, processed into Vapor Cartridges, Concentrates and Edibles/Tinctures (refer to the chart above for an exact breakdown). Vape cartridges will be produced in our manufacturing facilities, which will be co-located at each cultivation operation, as will concentrates including wax, sugar and shatter. Lastly, edibles and tinctures will be produced in-house via a licensed kitchen co-located.

Phase II: an additional 10K sq ft of indoor flowering canopy will be added. This premium flower product will be the backbone of our retail flower offerings, and eventually make up 50% of all our product offerings.

Flower

Flower will be produced and packaged and divided into prerolls, grams, eighths, quarters, half ounces and ounces. 50% of our total output will be sold as packaged flower.

Vapor Cartridges

Vapor Cartridges will be produced in *Evokanna* manufacturing labs, through closed-loop CO2 and cold-ethanol extractions in class 1, division 2 clean rooms. Vapor Cartridges will be produced in 250 mg, 500 mg, and 1g sizes. 30% of flower will be manufactured into Vapor Cartridges.

Concentrates

Wax, Shatter, Sugar, Live Resin and Terp Sauce are just some of the concentrates planned for production. Concentrates have gained immense popularity in the last decade, as dabbing has become more ubiquitous. High end Concentrates will be sold mainly in half-gram sizes.

Edibles, Vapes and Concentrates

Approximately 50% of flower will be processed into extracted materials for Edible production in a dedicated kitchen co-located beside the lab. Among products like infused soul food, *Evokanna* plans to produce diabetic friendly gummies.

Tinctures, pills, Cannagars, paraphernalia and specialty formulations

Capital invested in co-marketing agreements and partnerships with local dispensaries has the potential to greatly increase the selection and market for consumer products. These specialty items will be supplied by other licensed cannabis business establishments for sale in *Evokanna* clients' retail stores. Many of these items are crafted by local artists and have large margins or fill a coveted niche in the cannabis industry. Securing these products will allow us to capture the more serious cannabis users in the market, who often act as key influencers to their peers.

Clothing, Merchandise, Paraphernalia and CBD (cannabidiol products)

Evokanna will work with other companies to create and sell merchandise to ensure locational widespread appeal. The manufacturing location opens prior to cultivation being operational, allowing the sale of products from other licensed cultivators and manufacturers in the state (predominantly prepackaged items), in addition to select paraphernalia.

Services

Licensing of *Evokanna* Brands and White Labelling Opportunities

Evokanna will pursue mutual licensing agreements with operators in other states to license its products there and produce their top selling products here. Gaining exposure on the national industry stage is paramount for longevity, anticipating a federally legal market where lifestyle brands that start in cannabis can transcend that market and gain wider appeal in other verticals such as clothing, merchandise and entertainment. Agreements of this kind would be highly selective and based on *Evokanna's* ability to ensure quality and consistency to prevent brand drift and brand damage.

Sales Forecast

See tables below for *Low*, *Medium* and *High* pricing scenarios for individuated product and product subtypes.

Year 1 of Operations			
Use of Cultivated	**LOW SCENARIO TOTAL**	**MED SCENARIO TOTAL**	**HIGH SCENARIO TOTAL**
Flower	$584,301.74	$687,413.81	$790,525.88
Vapor Cartridges	$5,265,067.76	$6,194,197.36	$7,123,326.96
Concentrates	$228,464.74	$268,782.05	$309,099.36
Edibles	$64,142.96	$75,462.30	$86,781.65
Wholesale	$976,013.28	$1,220,016.60	$1,464,019.92
Total	**$7,117,990.48**	**$8,445,872.12**	**$9,773,753.77**
Year 2 of Operations			
Use of Cultivated	**LOW SCENARIO TOTAL**	**MED SCENARIO TOTAL**	**HIGH SCENARIO TOTAL**
Flower	$5,442,353	$6,402,769	$7,363,184
Vapor Cartridges	$20,033,047	$22,437,395	$25,803,004
Concentrates	$1,646,720	$1,937,318	$2,227,915

Edibles	$376,274	$442,675	$509,076
Wholesale	$0	$0	$0
Total	**$27,498,394**	**$31,220,156**	**$35,903,179**
Year 3 of Operations			
Use of Cultivated	**LOW SCENARIO TOTAL**	**MED SCENARIO TOTAL**	**HIGH SCENARIO TOTAL**
Flower	$9,449,527.53	$11,117,091.21	$12,784,654.90
Vapor Cartridges	$17,877,106.25	$21,031,889.71	$24,186,673.16
Concentrates	$2,356,097.70	$2,771,879.64	$3,187,661.59
Edibles	$538,365.71	$633,371.42	$728,377.13
Wholesale	$0.00	$0.00	$0.00
Total	**$30,221,097.19**	**$35,554,231.98**	**$40,887,366.78**

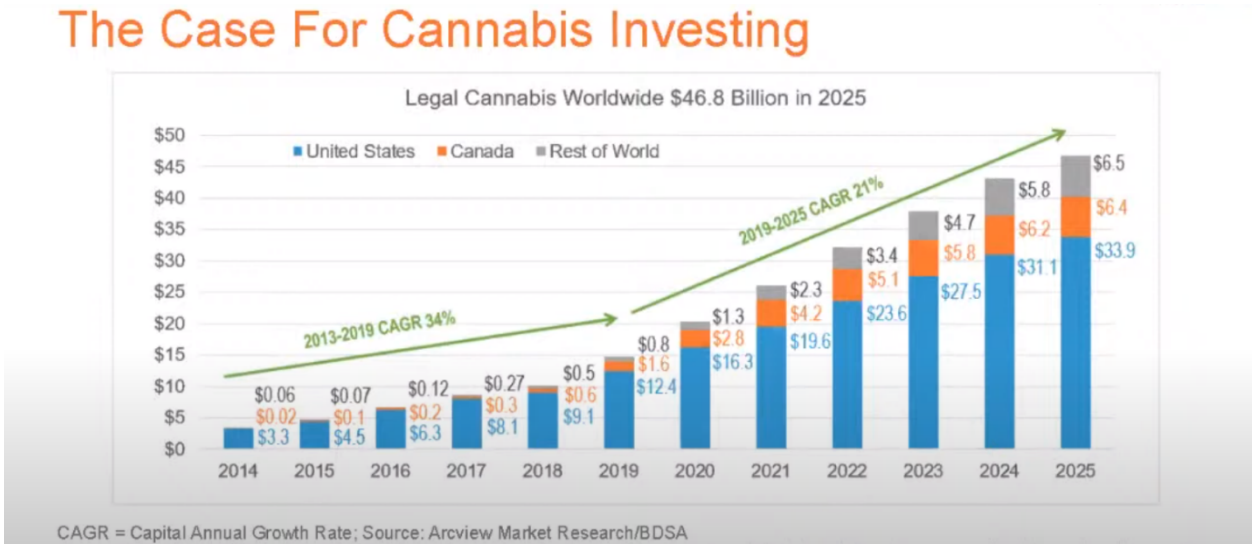
IV. State of the Industry

U.S.A and Beyond

The US cannabis sector presents not only a rare opportunity to gain exposure to an industry in its infancy, it offers a legal path to capturing a large, existing illicit market. The following points summarize the robust fundamentals of the US recreational cannabis opportunity.

Large and growing markets

The US offers the largest addressable cannabis market in the world. At ~$6b in sales currently, the US cannabis sector is already roughly as large as the expected market size of Canada in 2022. Projected retail sales from the 33 currently legal US states grow by a 5-year CAGR of ~27% to reach ~$20b in 2022. Under a federally legal scenario at maturity, an estimated ~10%–12% of the US population consumes cannabis once per month and spends ~$100–120/month on average (standard metric for existing REC states). This gives a market size estimate of ~$40–55b, about 8x the expected size of the Canadian national MED & REC market.



Attractive valuation gap

Including readily addressable international export opportunities, the public Canadian cannabis sector is currently valued at ~2x–3x industry sales at maturity in 2022. Applying this multiple to a 2022 US cannabis industry sales estimate of ~$US20b, one would derive an implied aggregate public market valuation of ~$50b for the US sector, or ~10 times higher than current market valuations. Federal policy has prevented US cannabis companies from accessing loans and listing on public US exchanges, inviting private equity to fill the funding gap.

Massachusetts

The community hosting agreement process, required by the licensing application and municipal governments, has been marred with controversy. Some municipal governments have charged more than the legally allotted 3% tax on revenue to prospective cannabis establishments, and the Cannabis Consumer Council has decided not to review these agreements to ensure compliance with the law. Subsequently, there is talk of a lawsuit by applications to force such municipalities to abide by state law[2]. Despite challenges, the Massachusetts recreational cannabis market is projected to bring an estimated $1.1 billion in revenue by 2020, according to a report from leading cannabis financial analysis group ArcView Market Research.

The economics of Colorado's cannabis industry provide a reasonable forecast for Massachusetts. The Colorado Department of Revenue reports revenue generated from cannabis at approximately $5 billion 2014 from 2014 - 2018, rising 20-25% annually, beginning with $683 million in 2014 to $1.5 billion in 2017[3]. Massachusetts boasts 6.8 million people, with an additional 24.5 million

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2 https://www.bostonglobe.com/metro/2018/08/22/cannabis-officials-doubted-there-was-problem-but-any-local-marijuana-contracts-follow-law/mCCoIEALIev2QEOQv0bpEO/story.html

3 https://www.colorado.gov/pacific/revenue/colorado-marijuana-sales-reports

tourists per year, while Colorado has a population of 5.6 million[4]. Total market projections in the first two years safely exceed $1 billion[5]. In such a new industry, it is difficult to make long term predictions. Entering the Massachusetts market early, our Social Equity clients will be well prepared to reap the benefits of high demand and low supply, with current wholesale per-pound prices on medical cannabis in Massachusetts around $4,000/lb with projected prices for ⅛'s of ounces $60-70 in the first few years before stabilizing to $40[6]. Entering the market early, our wholesale operations will meet the immediate demands of the young market, while establishing strong brands with longevity when supply ceases to be a prevailing problem.

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[4] https://www.bostonglobe.com/magazine/2016/06/10/where-massachusetts-tourists-come-from/M7IXI2wbqxj0p0RFAxxhKO/story.html

[5] https://www.bostonglobe.com/business/2016/03/27/legal-marijuana-could-billion-industry-mass-researchers-forecast/kNXpuKl0k4LK rLUTlaqfXL/story.html 2

[6] https://www.boston.com/news/local-news/2018/05/14/legal-weed-prices-massachusetts

Reasons to Bet on Massachusetts

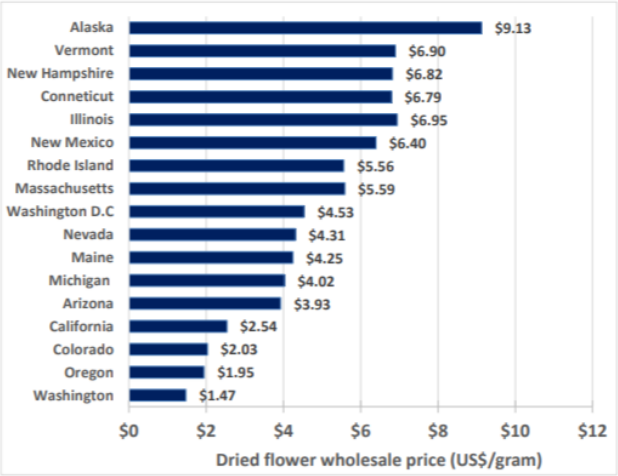
State	Population	Wholesale Price/lbs	Retail Licenses	Population/ Retailer	Production Licenses	Production/ Retailer	Limited Licenses?
RECREATIONAL STATES							
California	39,536,653	1116	1,611	24,542	3,758	2.3	Unlimited
Colorado	5,607,154	940	529	10,600	1,029	1.9	Unlimited
Washington	7,405,743	659	556	13,320	1,345	2.4	Limited
Oregon	4,142,776	966	532	7,787	1,095	2.1	Unlimited
Nevada	2,998,039	2060	172	17,430	195	1.1	Unlimited
Massachusetts	6,859,819	2493	144	47,638	31	0.2	Unlimited
Alaska	739,795	4227	59	12,539	140	2.4	Unlimited
Maine	1,335,907	1870	8	166,988	8	1.0	Unlimited
Washington D.C	693,972	2072	6	115,662	9	1.5	Limited
Vermont	623,657	3086	5	124,731	5	1.0	Limited

Source: GMP Securities, State Health Departments, New Leaf Data Services

Market selection is key. In addition to restrictions on interstate trade, conditions in each state are impacted by a number of differing factors including: market structures, licensing regimes, and regulatory and legislative changes. Operating conditions can vary in each jurisdiction, making state selection a key investment consideration. States maintain their own licensing regimes (limited or unlimited) which is the main driver of each market's competitive landscape.

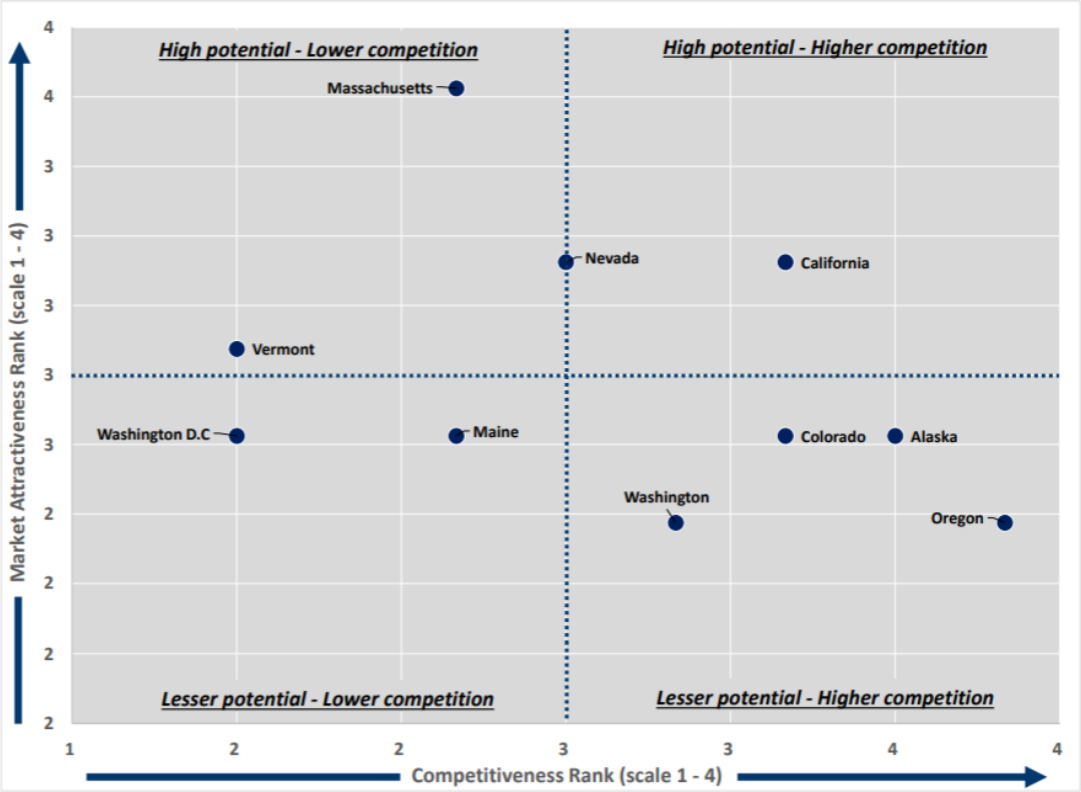
	Estimated retail sales (US$,m)		
State	2017	2022	5-year CAGR*
Select states with recreational-use laws			
California	1,670	6,263	CA 30%
Colorado	1,100	1,901	CO 12%
Nevada	296	1,821	NV 44%
Washington	965	1,728	WA 12%
Oregon	400	820	OR 15%
Massachusetts	96	724	MA 51%
Maine	24	216	ME 55%
Alaska	38	137	AK 30%
Vermont	9	60	VT 45%

MA boasts strong growth potential in light of sizable population bases, solid pricing levels at $5.59/gram wholesale (~$10–15/gram retail), and lesser proliferation of licenses which eases competition levels. While new REC licenses are being issued in MA, many towns have bans on dispensaries and the Cannabis Control Commission has yet to approve a single recreational location from the EE program, suggesting the market could remain more consolidated near-term.



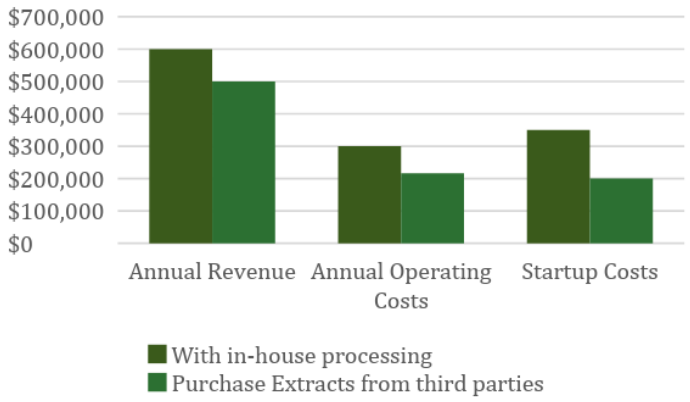
Source: New Leaf Data Services, GMP Securities

States with limited-license programs where there are fewer producers (cultivators & processors) than retailers tend to have more favorable competitive conditions than unlimited-license states with large numbers of producers. *Evokanna* believes that Massachusetts is the highest potential and least competitive recreational state in the country, with proximity to other attractive markets in the Northeast. The high bar for entry into the MA market greatly increases the value of a recreational license. The nine licenses per applicant eligible for priority review through the Social Equity therefore pose a significant advantage.



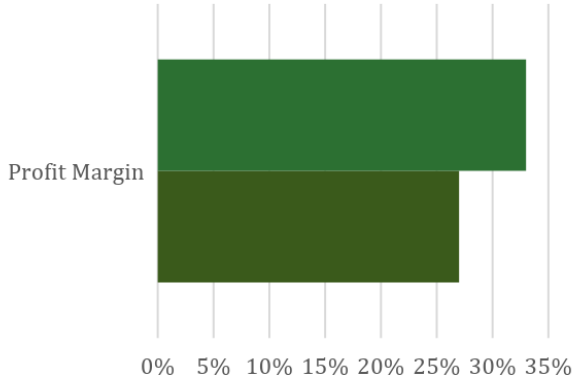
Pricing impact

While price deflation is an important risk factor for the US cannabis sector, market data suggests that even in the most mature recreational states, the impact can be partially mitigated. Despite wholesale prices in CO, WA, & OR declining ~50% since 2016, cultivator margins on average have remained at ~25%, reflecting sound profitability. Vertically integrated operators, especially those providing processed extracts, will have additional insulation from these pricing pressures.



As per New Leaf Data Services, retailers in Washington (arguably highest deflation state) have only seen their gross margins decline by ~9% between Jan. 2016–Oct. 2017, despite wholesale prices which were down ~28% over the same period.

Prices are predicted to decrease over the next 3 years as numerous cultivators come online, although rising numbers of manufacturers and retailers will keep the price of trim and wholesale cannabis competitive, as will the rising number of retail shops buying wholesale to stock their shelves. Pricing in limited license medical states is particularly strong (can reach ~US$15– 20/gram at retail) due in-part to less developed supply chains which often experience shortages, combined with higher illicit market pricing.



Wholesale pricing of ~US$4.50–7.50/gram will be available at the beginning of the recreational market for dried flower. Wholesale pricing in the US is lowest in mature recreational states (CO, WA, OR) at ~US$1.50–2.00/gram, where production licenses are most proliferated 2-3 years after passage of recreational laws. Depending on the strain and purity, one gram of wax in MA can cost from $50-70; one gram of shatter usually ranges from $60-80. A gram of purified extracted oil usually ranges from $90-100. The standard 500 mL vaporizer cartridge containing ~500 mg THC costs between $60-80 dollars. These high end-consumer prices reflect a cannabis concentrate market that provides healthy margins for cannabis extract processors.

Legislative and regulatory

The legislative environment is likely to evolve continuously; however recent congressional actions suggest cannabis laws are not easy to pass. Hence, issues such as onerous taxation of 280E could persist near-term. On the regulatory side, potential favorable changes in several states (opioid replacement therapy, conversion to recreational sales, passage of the STATES Act) have the potential to boost respective markets by 2x–5x and increase access to more traditional capital and financial resources.

Bill name	Sponsor	Co-sponsors	Description	Current stage	Last ation date
Regulate Marijuana Like Alcohol Act	Jared Polis (D)	26	- Removes marijuana from all CSA schedules - Allow import/export wherever state approved	In Committee	24-Apr-17
Marijuana Justice Act of 2018	Barbara Lee (D)	40	- Removes marijuana and THC from Schedule 1 - Allow interstate trade	In Committee	8-Feb-18
Hemp Farming Act of 2018	James Comer (R)	13	- Legalizes industrial hemp and CBD	In Committee	12-Apr-18
STATES Act	Cory Gardner (D)	22	- Exempts states with local laws from provisions of the CSA Act. Legalizes industrial hemp	In Committee	7-Jun-18
Marijuana Freedom and Opporunity Act	Chuck Schumer (D)	8	- Decriminalizes marijuana at federal level - Deschedules from CSA, permits interstate trade	In Committee	28-Jun-18

Source: GMP Securities, Govtrack.us

Under this scenario, states' rights to legalize cannabis would be federally recognized, lowering risk premiums associated with federal prosecution, and liberating some capital flows into the industry. This in-turn could boost valuations and foster greater industry consolidation.

Restrictions on trade between some states could also be relaxed, opening larger addressable markets and reducing supply/ demand imbalances, resulting in more stabilized pricing. The maintenance of the status quo in the near-term should allow US cannabis companies to remain insulated from competition from larger, better-capitalized industries (alcohol, tobacco, CPG, etc.), while fortifying operations and capitalizing on the growth of emerging domestic markets.

Total Addressable Market

The U.S. Census Bureau shows a total MA population of 6,859,519 when taken in June of 2017[7] Out of this population, it lists 80% as being above the age of 18, or 5,487,615.2. Estimating that approximately 8% of this population, or 548,761.52, is under 21, this leaves approximately 4,938,854 potential cannabis consumers. 91 townships voted against the 2016 ballot initiative, compromising 28% of the MA population living within a banned town. Additionally, 23.5 million tourists visited MA in 2014, a number that has likely increased[8]. Assuming the same demographic splits for age as that of the MA population writ large gives us a projection of approximately 72% that are additional potential cannabis consumers, or 16,920,000. This yields a total potential market of 21,858,854 cannabis consumers. Current figures for cannabis use nationally suggest that 22% of the US population uses cannabis regularly, thus projecting an addressable market of 4,808,948 legal cannabis consumers.

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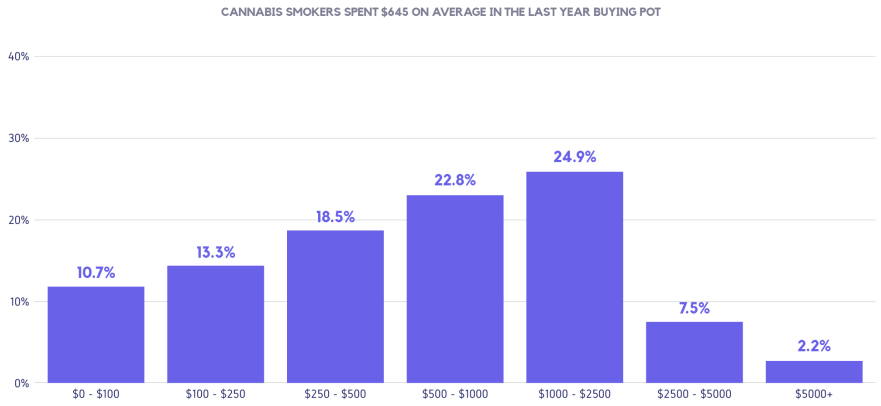
[7] https://www.census.gov/quickfacts/ma

[8] https://www.bostonglobe.com/magazine/2016/06/10/where-massachusetts-tourists-come-from/M7IXI2wbqxj0p0RFAxxhKO/story.html

Market Penetration

From a combination of retail locations and direct to consumer delivery, *Evokanna* aims to capture .25% of this market, or 12,000 customers, by the end of the first year with phase 1 fully operational, and expects this number to increase to .675% once phase 2 is fully operational to meet expected revenue projections.



V. Execution

Go-to-Market

The company is focused on first establishing manufacturing, the least capital intensive license category and a springboard for warehousing and transportation. Establishing manufacturing in Phase I allows the company to gain brand recognition without waiting months for cultivated products to be available. The company will be pursuing consignment and wholesale supply agreements with other licensed cannabis companies in the state. Cannabis supply in Massachusetts is currently too low to meet demand, but the company predicts this situation will change as the approximately 300 companies with provisional or final licenses come online with available supply.

Build out for cultivation and manufacturing begins in October of 2021, with 10,000 square feet of indoor and implementation of manufacturing. First harvest is slated for January 2022, with first packaged *Evokanna* branded extract products sold in *Evokanna* retail channels in April.

Simultaneous to launching the production site, *Evokanna* will move to secure brands and intellectual property, and start pursuing leads it currently has for licensing in other states.

Brand Development

Branding is the future of cannabis. Strong brands are the difference between companies that succeed vs those that fail. *Evokanna, LLC* will develop multiple brands to target different demographics. *Evokanna* will have an ongoing white labelling and brand development platform that constantly evolves to what we see in the market. Advisor Paul Chu, CEO of *Hey Mary* and one of the brains behind *Monster Energy* will help us create and maintain a successful brand development program. Advisor Dana Ryssdal, a cannabis brand expert who co-founded the

largest cannabis distribution company in Oregon will guide us post brand creation towards propelling the brands we create successfully off the shelves into the hands of our customers. Chief Technology Officer Eljay Cathcart, *Global Cultivation Manager* of *Advanced Nutrients* (the largest cannabis nutrients company in the world) has a robust network of growers in multiple states and considerable experience in marketing cannabis products.

Current Brands

Evokanna takes its name from the philosophy of bringing out the spirit of the cannabis strains and products that bear its name. Hip yet warm, earthy and evocative of shamanism but also technologically savvy, *Evokanna* will appeal to customers looking for the highest quality cannabis products that pay homage to the spirit of cannabis.

Flower Headz is a luxury brand for the urban demographic. Producing "fire" flower, the Flower Headz brand will look to be associated with rappers and celebrities of color that speak to the brand's core mission of bringing the highest quality products to urban consumers and consumers of color.

Marketing & Sales

Evokanna plans to use multi-channel marketing to push customers to our retail locations and make up for regulation restrictions. Collecting and using consumer data to spot, predict, and inspire trends in the market will allow us to expand our retail front and relationships, and capture a significant share of the Massachusetts market.

Traditional marketing routes

Due to the CCC restrictions on advertising Cannabis, we must take various precautions to ensure we only market to customer groups proven to be 21+ and that taxation is properly placed. This restricts where we can receive brand exposure to print ads in selective media, at conferences and events through *Evokanna* information booths and via selective use of social media. We will seek appearances in select print magazines, such as Sensei Magazine, High Times, and other well known cannabis print publications. native and otherwise. Social Media/online marketing will happen through multiple channels, most notably *Instagram*, *Facebook* groups, *Massroots*, *Duby*, *Social High*, *Weedlife*, *Leafly*, and *Weedmaps*. Native advertising will happen via stories featured on the radio, and popular cannabis podcasts. Vending at in-person events like *MASSCANN*'s *Hempfest*, conventions like *Cannacon* and *NECANN* and the *Harvest Cup* as will announce and solidify our presence in the industry (and allow us to cross-promote multiple brands under the *Evokanna* banner).

Native Advertising via Media Productions

Evokanna intends to develop reality programming around cannabis production featuring celebrities in our combined companies' networks in partnership with Psymposia, LLC (co-founded by Brett Greene).

Charities, events and artist sponsorship

Evokanna will actively and vocally support various charities and causes, including educational, research, and human services-related initiatives. Additionally, it will use its platform as a leading Social Equity company to sponsor promising artists, musicians, craft cannabis producers, and key non-for-profit community driven organizations when possible.

Great Public Relations

As a leader in promoting Social Equity companies, the company is in a unique position to obtain the Social Justice Leadership title issued by the CCC to those companies exemplifying the state's commitment to social justice and spreading equity. This allows the opportunity to be regarded as a key opinion leader for Social Equity applicants, further establishing our name in the industry.

Sales Plan

Evokanna plans to develop and maintain a warm, informative, satisfying environment for our customers. Establishing B2B relationships with 3rd party cannabis companies will expand product range and avenues of sales, with special focus on working with other Social Equity businesses. *Evokanna* retail stores will feature a wide variety of exceptional products ensuring widespread market reach and customer satisfaction. Internal research has indicated customers are more likely to go with a strain that they are familiar with, meaning customer knowledge base is very important to ensure consistent sales for both old and new strains. Within the retail lobby, touch screen kiosks will be available with current menu information and pictures. From there the customer will learn about and select the strain of their choice. A ticket will print for them to bring to the budtender, reducing waiting time. Budtenders trained in the science of cannabis and the endocannabinoid system will use the POS software to cash the customer out, resulting in real time analytics for the family of companies. From there, the strain menu can be easily accessed, with locally influenced selections based on data/trends.

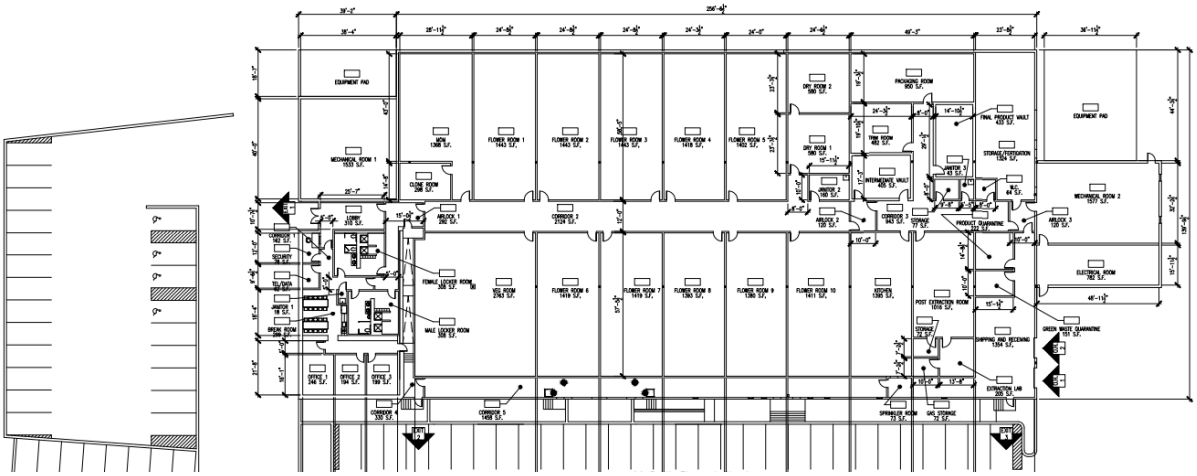
Operations

Locations & Facilities

Cultivation/Manufacturing

Evokanna plans to develop its colocated and cultivation and manufacturing/processing licenses at one site, realizing economies of scale in the buildout and simplification of supply-chain between cultivation and manufacture of finished goods.

Driven by speed to market, build out with consist of purchasing a “fully loaded” indoor greenhouse, and turn key extraction facility (3-7 weeks). Products will be extracted and packaged onsite. The proposed cultivation location is in Ashburnham, MA:



- The company has a Purchase and Sales Agreement for the site, with close scheduled for June 2021.
- $50K down payment on $1.5 million purchase
- 46K sq.ft. warehouse on 3 acres
- Proposed manufacturing and cultivation in currently unoccupied space (building and warehouse 1)
- Tenant occupied, with $7.5K monthly income (warehouses 2 and 3)

Technology

Software and Hardware

Many processes in the modern cannabis cultivation and retail operations have been automated. We will be utilizing software to capture retail sales and accompanying data, cultivation track and trace that integrates with the required seed-to-sale system for Massachusetts, METRC, and regulatory compliance software. We will also evaluate software and hardware solutions for plant health monitoring and yield optimization. Prior to implementing software, we will conduct due diligence, and compare several software suites, evaluating based on a comprehensive rubric of efficiency, user-friendliness/ease of use, and capabilities. *Quickbooks* will be utilized for bookkeeping.

Equipment & Tools

Cultivation:

Rack System	Water Filtration
Lights	Air Duct System
Pots	Nutrients
Drying System/Dehydrating Oven	Grow Medium Accessories
Chillers	Ph Meters
HVAC	Fans

Cultivation Plan

Evokanna values the full array of qualities of the cannabis plant, given the correct building blocks, environment, and time. These factors, driven by science and innovation, are the cornerstone of *Evokanna* cannabis production. A foundation of plant passion and community compassion means not only using only boutique chemovars, artisan nutrients and purist growing methods to bring the highest quality, safest product possible to market; but not cutting corners to remain in compliance with our laws and the values of compassion.

Evokanna's cannabis will…

- Be cultivated to allow each chemovar to demonstrate the full potential of their individual terpene profile. By partnering with a local company to source pure customizable nutrients for use in a soilless OMRI certified coco coir/perlite medium, each plant will be allowed to develop important root ecology with beneficial organisms which promote maximum plant hardiness and efficient photosynthesis; the main factors of high yields.

- Implement cutting edge LED lighting, alternating with HPS (checkerboard light scheme) and a carbon dioxide infused digitally controlled atmosphere for the optimum vapor-pressure-differential to fuel the photosynthetic engine to the peak potential ensuring maximum yields and plant health.

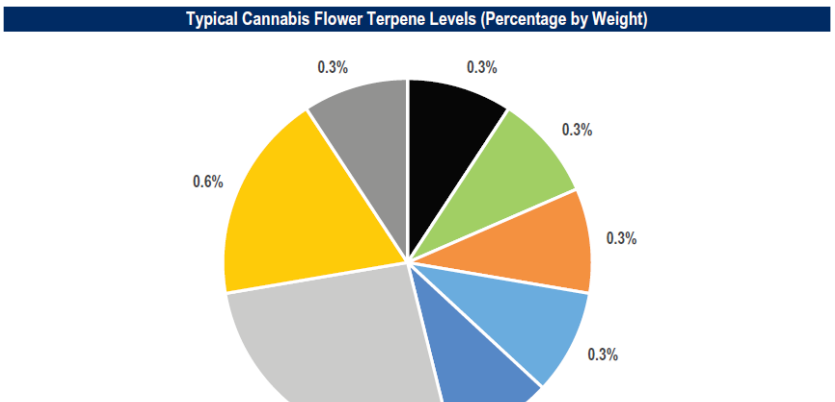
- Produce exclusive strains by utilizing specially selected genetic traits from premium in-house germplasm to breed cannabis with novel terpene profiles rich in essential oils, a trademark which will become indicative of the *Evokanna* brand. When necessary we will propagate from disease and stress-free boutique style chemovar clones expertly chosen for the best quality.

- Integrated Pest Management (IPM) will be built on greenhouse best practices and OMRI certified methods. Having a familiarity of the full suite of pests and diseases that negatively affect healthy development in the cannabis species is critical for profits.

- Utilizing the latest in science to bolster the cannabis plant's natural defences through nutrition.
- Maintaining an OSHA compliant mandatory best practices facility with strict dress codes, SOPs and "clean room" entries will keep worker contamination minute.
- Maintaining a perpetual preventative mode by populating our greenhouse with beneficial insects, microbes and green chemistry eco-friendly chemicals.

***Evokanna*'s Strain Selection**

- Selecting only award winning and sought after chemovars from established markets and those chemovars which have been grown for decades in MA's illicit market, the goal is to limit genetic drift and strike a balance between consumer favorites and proprietary gems. Utilizing only the best practices available and in accordance with OSHA standards while maintaining our values of "plant passion and community compassion".
  - Lemon Priest - This is exclusive to *Evokanna*, a novel chemovar breed by Bryant Jones. From *SFV Kush* x *lemon head* and other undisclosed parents, it is high in generally delicate minute terpenes such as Limonene, Linalool, Pinene, Myrcene, and Beta Caryophyllene. Sativa/Indica hybrid. With a slightly higher THC to CBD ratio, lemon priest has the ability to both be sedative and focus inducing, simultaneously allowing the body to be calm and the mind creative. This chemovar is particularly inclined to be rich in overall extractable oils with %/wt averaging in the 17%-%20 range.
  - Gelato - This highly popularized strain comes from the *Cookie Farm Genetics* and the popular parents (*sunset sherbert* x *thin mint GSC*) gave way to the success of this chemovar on the west coast. Highly euphoric and high in the anti cancer terpenes along with ones associated with appetite suppressing and memory function.
  - Wedding cake - tangy, sweet, earthy and peppery terpenes. Anti inflammatory, anti-spasmodic, muscle relaxant. This is another popular west coast strain with *GSC* in the lineage along with the massively popular *Durban Poison*, this is a top-shelf product and huge seller in the California market.
  - Mimosa - A strain by Symbiotic genetics, it has been prized for pronounced trichome development. A cross between *clementine* x *purple punch* chemovars bearing a fruit punch and citrus aroma and mid-level high this is a great choice for consumers looking for a milder kick than some of the higher THC



dominant chemovars.

- Dosidos - Indica dominant and sedative. With *GSC* x *Face Off OG* in the lineage this popular strain has an in-your-face buzz. This strain is suitable for relaxation and insomnia.
- CBD dominant boutique chemovars such as CBD *mango haze* - sativa dominant CBD:THC 2:1. It is high in myrcene and boasts an uplifting effect.

Manufacturing

Downstream process integration towards the end consumer product will give better margins and more product and supply chain flexibility than upstream integration towards the cultivation of plants. As more growers have licenses approved after the first years of recreational markets (initial surge of demand), there will be large deluge of supply of cannabis flower. Expansion of supply and a corresponding drop in the price per gram of cannabis flower has been documented in both Colorado and Washington. More processed products such as edibles, concentrates and tinctures have shown more price stability in the transition from medical to recreational markets. Furthermore, there is more room for margin in products such as pre-filled Vapor Cartridges, vape-ready oils and unique THC:CBD formulations. *Evokanna* intends to aggressively target these market segments after the first year of production and expand product offerings with formulation and delivery R&D activities commencing in the second half of the first year.

1 x MIDAS XII 12L CO2 Extraction System (w/ extra set of cups)
1 x Atlas Copco G15 20HP Compressor
1 x Buchi R-220 Pro Bundle
1 x Vanguard Bio-Mass Reducer
Excel Packaging C-350 Series (Packaging Machine)
LC/GCMS/4Quad

Transportation

Transportation will be conducted by *Evokanna*, primarily consisting of services from its cultivation/manufacturing operation to its retail stores and other cannabis businesses to whom it wholesales its products. The company will purchase two retrofitted vehicles for this person, which will be fully compliant with the regulations around transporting cannabis products. These include having temperature controlled refrigeration units, internal gps units, and two drivers in the car at all times.

VI. Year One Deliverables

Pre-licensing Deliverables

The current pre-licensing phase will require completing all deliverables necessary for obtaining licenses until licenses are in hand. Requirements fall into the general categories of Financing, Corporate Structure, Legal, Real Estate, Community Relations, Employment, Standard Operating Procedures and Web Design/Branding.

In consultation with outside counsel, *Evokanna* will begin by finalizing its corporate structure, drafting operating agreements and bylaws, and filing this material with the state.

Employment, advisory and investor documentation will be drafted and executed. Properties will be secured via letters of intent, reviewed and drafted by attorneys, along with putting deposits in escarole. After securing properties, the *Evokanna* team will conduct due diligence on these properties in advance of finalizing purchase/lease agreements.

Concurrently, it will continue to meet with representatives of our target communities, continuing to implement campaigns in these locations, aided by top attorneys culled from each target municipality to aid negotiations with towns.

- Overseeing the build out of locations, including liaising between engineers, construction companies, and inspection personnel.
- Overseeing employee onboarding, and training (registered agent process with the Cannabis Control Commission) including required background checks, a key part of the application of intent to the Cannabis Control Commission
- Setting up payroll and employee benefits programs
- Generating supply agreements
- Choosing and implementing company-wide software
- Establishing a central purchasing mechanism for one time and ongoing purchases

Host Community Agreements

Community Host Agreements are a major bottleneck for all groups looking to secure them. A necessary preliminary step with the host municipality, these agreements are supposed to be legally limited to a cannabis company being charged 3% per year, but municipalities have charged groups as high as 6%. *Evokanna* has secured a Community Host Agreement in Ashburnham limited to a maximum of $150K per year- far below the industry standard. This municipal partnership represents a significant long-term strategic advantage for the company compared to other operators.

Year One Timeline with Milestones

Quarter 3, 2021

Branding/Marketing

- Websites designed and built
- Branding designs finalized with packaging prototypes
- Social media sites/Instagram

Legal and Accounting:

- Corporate structure legally established, with entities filed and operating agreements executed
- Employment, advisor and investor documentation generated
- Designs, permits and sign offs executed by city officials in each proposed location
- Bank Account Secured

Real Estate

- Cultivation/Manufacturing location secured

Architectural/Engineering

- Cultivation and Manufacturing architectural and engineering plans finalized

Licensing Deliverables:

- Securing of insurance for cultivation, manufacturing and retail sites
- Cultivation plans completed
- Establishment of "wind-down" account (in the event that cannabis activities need to be abruptly stopped and business dismantled)
- Standard Operating Procedures completed and submitted
- Background Checks (background check fees for Social Equity program members should be waived)
- Additional deliverables for licensing process secured for each license
    - Cultivation
    - Manufacturing
    - Transportation

Strategic Partnerships/Vendor Relations:

- Facility buildout quotes obtained for each target property
- Build outs scheduled and major assets (eg., chillers, hvac, clones, etc) ordered with down payments if necessary\
- Insurance obtained

Quarter 4, 2021

- Final applications submitted

- Employees trained via Social Equity program and internal *Evokanna* training
- Supply agreements with operational vendors secured
- Manufacturing build out commence
    - Mobile modular extraction room acquired and operational
    - Extraction tech acquired (CO2, rosin press and ethanol units)
    - Basic analytical instruments acquired
- Manufacturing service agreements generated and executed with franchisees and external organizations

Quarter 1, 2022

- Cultivation build out commences, beginning with strain selection and extraction lab

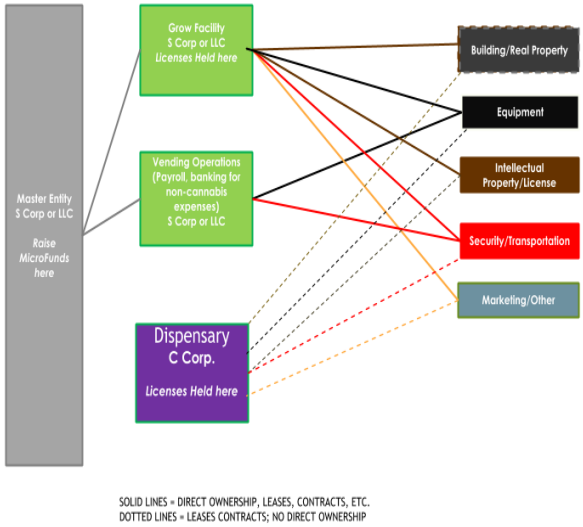
Quarter 2, 2022

- Build out underway on cultivation facilities
- 1st round manufacturing facilities fully operational
- 1st *Evokanna* products sold in retail stores
- 1st round cultivation facility build out complete/clone rooting and seed planting commences, with mother plants identified

Quarter 3, 2022

- *Evokanna*, *LLC*: Fully operational in Massachusetts

VII. Company



Organizational Overview

For tax purposes, *Evokanna* has structured itself as an LLC, with wholly owned subsidiaries that will hold its licenses but with its assets held separately. This is to protect these assets in the event of a 280E adjustment, where assets can be seized in the unlikely event that recreational cannabis activities are prosecuted by the federal government, which continues to regard cannabis as a schedule 1 drug prohibited by federal law. *Evokanna* will establish

separate entities to hold and secure our assets, including equipment and intellectual property, and/or provide services such as marketing, education or security as seen in the following generic chart.

Evokanna Labs, LLC

The *Evokanna* family currently features Evokanna Labs, LLC. This wholly owned subsidiary is applying for and will hold 3 licenses at the 14 S. Pleasant Street, Ashburnham site.

Team

Success starts with a great vision and teams to execute it. Our management team, advisers, and strategic partners have seen success in the cannabis industry.

- Matthew Joffre, CEO, has 10+ years experience in recruiting. An entrepreneur, he co-founded *FlowerHeadz* cannabis lifestyle brand, in addition to *Elite Staffing*, a staffing agency which he currently serves as director of sales. In addition, Matt is a co-owner in a cannabis-focused nutrients company, *Royal Knight Agriculture*, which had him selling nutrients into multiple commercial cannabis operations across the country. Social Equity.
- Nicholas Mortillaro, co-founder and President, Chief Strategy Officer and Director of Manufacturing, is a chemical engineer and extraction expert, who built a novel supercritical Co2 extraction and fractionation system in a collaborative senior design project between Northeastern and MIT. Nicholas worked for biotech companies like *Genzyme-Sanofi* and *Amgen* before consulting for health and life science companies in the cannabis space. Nicholas also worked at NASA Johnson Space Center in high-school in the neurobiology lab under Dr. Millard Reshke. Social Equity.
- Carl O'Neal, co-Founder, Chief Expansion Officer, is an accomplished entrepreneur, cannabis growing experience, and cannabis industry expert. As VP of Business Development and Head of Sales for *Royal Knight Agriculture*, Carl built a sales and distribution network for OMRI certified nutrients for the cannabis industry. Carl plays an integral role in recruiting capital, talent, and strategic partners. Social Equity.
- Bryant Andrew Jones, Director of Cultivation Operations and Genetics, is a Certified Herbalist and plant scientist currently at the University of Minnesota, where he focuses on plant breeding and genetics specializing in the cannabis species. He is a Chair of Membership for CANN, the American Chemical Society's official cannabis science subdivision, and bears an intimate knowledge of the genetic interactions, drift and heritability along with all the necessary propagation techniques in all phases of growth in a cannabis plant.

Advisory Team

General Strategy

- Peter Dougherty, prior to founding Orion Partners (a data analytics platform for cannabis growing), was instrumental in funding Courtagen and Medicinal Genomics (one of the top cannabis genomics companies in the world). Prior to that, he started and sold 2 companies for over $50m. Peter brings a wealth of business acumen, and past success starting and exiting companies.
- Matthew Hoffman, Ph.D. is a biologist with 20 years' research experience in cell and molecular biology, muscle stem cell biology, biochemistry, genomics/bioinformatics. An avid grower with cannabis expertise, he transitioned into the cannabis industry 2 years ago as cultivation and production manager at Ermont, Inc. in Quincy, MA. There he oversaw and developed multiple cannabinoid extraction processes, including supercritical CO2 THC extraction and short-path distillation, CBD isolation and CBN production while overseeing a 10,000 square foot cultivation facility.
- Brett Greene, worked for over a decade as Research Administrator at Northeastern University, overseeing nearly $85 million in federal grant funds for the *Center for Drug Discovery*, one of the world's top cannabinoid research labs. He's also a co-founder of *Psymposia*, a leading media and education company in the psychedelic, prison reform and plant medicine movements. Brett is a sought after consultant/advisor in the cannabis industry, on the boards of the *Massachusetts Recreational Cannabis Consumer Council*, *Orion Partners*, *CANN*, and a Co-Founder of *Hey Mary.*

- Eljay Cathcart, VP Technology and Marketing, is one of the world's most in-demand cannabis growing and marketing experts. As the Global Cultivation Manager for *Advanced Nutrients*, one of the most profitable company in the cannabis industry, Eljay has consulted on grows all around the world. He has designed and "set up" dozens of grows around the country, and even consulted for famed cannabis scientist Dr. Mahmoud ElSohly at his government sanctioned grow in Mississippi, as well as consulting in major grows in Washington, Oregon, Colorado, Massachusetts and Florida. Eljay has written extensively for a number of high-profile cannabis publications and websites, has had appearances on radio shows and has produced over 200 videos on youtube, including *Big Buds Mag's* instructional video series *How to Hydro.* Eljay played an essential role in building *Advanced Nutrients'* tremendously successful marketing and media strategy.

Outside Council

Accounting

- Mitzi Hollenbeck, CPA, is a veteran of the cannabis industry, having architected and implemented wise corporate structures for cannabis companies to achieve optimal outcomes organizationally, and from a tax perspective.

Legal

- Burns and Levinson**,** Scott H. Moskol Partner | Co-Chair, Cannabis Business & Law Advisory

Security

- Andy Klein, Integrated Systems Consultant for *American Alarm*, is an in-demand security consultant in Massachusetts cannabis with extensive ties to the municipal government of the proposed cultivation site.

Architectural, Engineering and Design

- Jessie Moberg, Cannabis Project Lead for Caveney Architectural Collaborative, has an extensive portfolio of cannabis dispensaries and cultivation locations she has designed with John Caveney and team. Their work can be seen at: https://www.caveneyarch.com/cannabis

Investment Banking Services

- Alex Carlin, Managing Director of Nova Capital International, started his career at Arthur Andersen – Audit & Tax; Morgan Stanley – Risk Arbitrage; KPMG Peat Marwick – M&A; Summit Capital Group – Equity Portfolio Management & Investment Banking (VP); Cowen & Co. – Institutional Sales & Trading (SVP); Apollo Capital Group – Managing Director Investment Banking and; Nova Capital International, LLC – Managing Director Investment Banking. Mr. Carlin has a B.S. in Accounting and Finance from The George Washington University.

Capitalization Table

Evokanna, LLC

(Approved April 3rd, 2021)

Name and Issued Units with Respect to Members

	Granted Dec.2018	30/70 Quarterly Vest	50%	50%	10%					
Names of Members	***Class A-1 Capital Units***	***Class A-2 Restricted Units (Profit Interests)***	***A-2 Vested***	***A-2 Unvested***	***Vesting Quarterly***	***Total Number of Vested Units***	***Total % of Vested Units***	***Total Number of Units***	***Units allocated to Beneficial Owner***	***Beneficial Interest***
Matthew Joffre	**76,500**	**178,500**	**89,250**	**89,250**	**17,850**	**165,750**	**65%**	**255,000**	**255,000**	**25.50%**
Nicholas Mortillaro	**76,500**	**178,500**	**89,250**	**89,250**	**17,850**	**165,750**	**65%**	**255,000**	**255,000**	**25.50%**
Carl O'Neal	48,000	112,000	56,000	56,000	11,200	104,000	65%	160,000	160,000	16.00%
Bryant Andrew Jones	36,600	85,400	42,700	42,700	8,540	79,300	65%	122,000	122,000	12.20%
Matthew Hoffman	29,700	69,300	34,650	34,650	6,930	64,350	65%	99,000	99,000	9.90%
Sanford S Irrevocable Trust	29,700	69,300	34,650	34,650	6,930	64,350	65%	99,000	99,000	9.90%
Peter Doughtery	-	10,000	5,000	5,000	1,000	5,000	50%	10,000	10,000	1.00%
TOTAL	297,000	703,000	351,500	351,500	70,300	648,500	65%	1,000,000	1,000,000	100.00%

Vested SE	***Allocated SE***	***Beneficial SE***	***Final SE***
51.1%	51.0%	51.0%	51.0%

***Social Equity members in Bold**

Vested MBE	***Allocated MBE***	***Beneficial MBE***	***Final MBE***
89.3%	79.2%	79.2%	79.2%

VIII. Contingency Plans

Even with the best plans, teams and products, the cannabis industry is a high-risk and constantly changing industry. This section addresses the "what if" questions we've received from investors and interest, which have helped us tremendously in thinking about and planning for when "stuff" happens. We've subdivided this section by category, and have attempted to be thorough. greatly appreciate your feedback.

Legal

Q. What if the Federal government comes in and shuts down our operation?

The administration has made overtures that state-legal and regulated cannabis companies are not priorities for federal enforcement, effectively continuing policy detailed in the Cole Memo. While the risk of federal enforcement cannot be completely eliminated until cannabis is rescheduled, companies in good standing with state regulators and complying with Safe Harbor banking practices minimize risk considerably.

Besides minimizing our tax burden, the *Evokanna* organizational structure minimizes potential damage and liability that could come from either an adjustment in the tax code, or federal prosecution of an *Evokanna* company. Exposure and investment risk are minimized as our assets will be separated, legally, from potential IRS and federal prosecution. We do this by holding those assets in holding companies, and leasing those assets to separate operating companies.

Funding Challenges

Q. What if we don't raise our target amount in the funding phases?

In the event that we obtain licenses, but fail to raise around building them out, we will look to strategically partner with well capitalized groups to fund and operate these sites via a management fee structured relationship. If this proves unsuccessful, we will seek to liquidate our licenses and property interests for profit, return these to our investors and dissolve the companies.

Investor Terms

Q. What if an investor wants to sell his/her shares?
In the event an investor is seeking to liquidate his/her shares, *Evokanna* enjoys a right of first refusal to buy those shares back at their current, independently appraised value at time of sale.

VIV. Start Up Summary and Use of Proceeds

X. Detailed Use of Capital to Date

Use of Funds	Amount budgeted
Accounting Fees	$1,999.00
Down Payment on Property	$50,000.00
Advertising & Promotion	$785.42
Architectural Services	$9,750.00
Bank Service Charges	$302.34
Checks purchase	$71.00
Escrow Agent Fee	$1,725.00
Graphic Design	$200.00
Investment Banking Fee	$25,175.00
ISD Fee	$350.00
Legal Fees	$14,467.00
Meals and Entertainment	$826.67
Office Supplies	$282.85
Payroll 1099	$16,600.00
Rent Expense	$12,625.00
SEC Filing Fee	$109.00
Surveying	$3,021.60
Traffic Plan	$5,000.00
Training	$750.00
Travel Expense	$2,681.56
Web/Internet Fee	$694.09

Total Expenses	$147,415.53

XI. Financial Highlights by Year

Evokanna Consolidated Income Statement
Fiscal Years Ending December 31, 2021 through 2025

Income Statement	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025
REVENUE					
Flower	$0	$0	$1,714,014	$6,656,013	$7,654,415
Vapor Carts	0	0	3,517,890	12,592,190	14,481,019
Concentrates	0	0	518,618	1,659,577	1,908,513
Edibles	0	0	118,504	379,211	436,093
Cannabis Tolling (Consignment)	0	0	40,000	120,000	138,000
CBD	0	100,000	200,000	200,000	200,000
Other Merchandise	0	100,000	100,000	100,000	100,000
Clones and Genetics	0	100,000	100,000	100,000	100,000
Transportation Fees	0	100,000	100,000	100,000	100,000
Brand/IP Licensing and Royalties			0	$3,000,000	$ 3,450,000
GROSS REVENUE	**$0**	**$400,000**	**$6,409,025**	**$24,906,991**	**$28,568,040**
Growth	**N/A**	**N/A**	**1502%**	**289%**	**15%**
COST OF GOODS SOLD					
Wholesale Purchases	0	100,000	170,000	210,000	219,000
Warehousing & Transportation Operations	0	1,692,000	1,861,200	2,030,400	1,900,000
Manufacturing Costs	0	225,000	225,000	225,000	225,000
Indoor Cultivation	0	1,279,429	1,166,571	1,266,571	1,366,571
Total Retail Sales Taxes (20%)	0	0	1,181,805	4,281,398	4,923,608
Community Impact Fee	0	12,000	150,000	150,000	150,000
COST OF GOODS SOLD	**$0**	**$3,308,429**	**$4,754,576**	**$8,163,370**	**$8,784,179**
NET REVENUE	**$0**	**-$2,908,429**	**$1,654,449**	**$16,743,622**	**$19,783,861**
Gross Margin %	**N/A**	**N/A**	**26%**	**67%**	**69%**
OPERATING EXPENSE					
Payroll (Salary, Benefits, & Bonus)	$85,000	$2,304,120	$4,807,573	$5,284,240	$5,284,240
Legal & Overhead Costs	110,000	110,000	110,000	110,000	110,000
Rent	30,000	250,000	250,000	250,000	250,000
Utilities (Internet, Telephone, Electricity)	3,353	4,252	5,393	6,840	8,675

Bank Service Fees	2,000	12,500	12,500	12,500	12,500
Office Supplies	2,000	33,097	33,097	33,097	33,097
Travel (Conferences, Airfare, Hotel)	3,000	23,388	23,388	23,388	23,388
Professional Services (Accounting, Tax, Consulting)	8,000	185,535	249,524	335,582	451,320
Insurance (General Liability, Workers Compensation)	0	155,920	186,420	222,890	266,490
Other SG&A	0	1,269,918	2,585,057	3,464,367	3,464,367
OPERATING EXPENSES	**$243,353**	**$4,348,730**	**$8,262,952**	**$9,742,904**	**$9,904,077**
EBITDA	**-$255,353**	**-$7,257,158**	**-$6,608,503**	**$7,000,718**	**$9,879,784**
EBITDA % (Operating Income Margin)	**N/A**	**-1814.3%**	**-103.1%**	**28.1%**	**34.6%**
Depreciation Expense	$0	$397,950	$397,950	$397,950	$397,950
Amortization Expense	0	22,143	16,354	10,208	3,684
EBIT	**$ (255,353)**	**$ (7,655,108)**	**$ (7,006,453)**	**$ 6,602,768**	**$ 9,481,834**
EBIT%	**N/A**	**-1913.8%**	**-109.3%**	**26.5%**	**33.2%**
Interest Expense Bridge	30,000	0	0	0	0
Payment-In-Kind Seed and Series A	10,500	280,000	0	0	0
Net Income Before Taxes	**-$295,853**	**-$7,957,251**	**-$7,022,808**	**$6,592,559**	**$9,478,150**
Pretax Earnings %	**N/A**	**-1989.3%**	**-109.6%**	**26.5%**	**33.2%**
Pre-Tax Bonus Pool (10%)	0	-$795,725	-$702,281	$659,256	$947,815
NIBT after Bonus Pool	**0**	**-$7,161,526**	**-$6,320,527**	**$5,933,303**	**$8,530,335**
Income Retained by Company (80%)	**0**	**-5,729,221**	**-5,056,421**	**4,746,643**	**6,824,268**
Income Reinvested (20%)	**0**	**-1,432,305**	**-1,264,105**	**1,186,661**	**1,706,067**
NET INCOME	**$ (295,853)**	**$ (2,228,030)**	**$ (1,966,386)**	**$ 1,845,917**	**$ 2,653,882**

These Pro Forma Income Statements are for illustration purposes only and cannot be relied upon because they contain forward-looking statements, which involve risks and uncertainties, including forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995; Sec. 27A of the Securities & Exchange Act of 1933, as amended and; Section 21E of the Securities Act of 1934, as amended.

471	**Deductable as Cost of Goods Sold**
280E	**Non-deductable under Federal IRS Code until federal status resolved**
Both	**Situationally dependent on employee activities, floorspace allocations and insurance coverage. Assume <20% costs fall under retail and 280E, >80% deductable under COGs**

EBITDA Margin

With many states offering steep barriers to entry from limited-license regimes, the ability to vertically integrate and effectively build brands without intrusion from better-capitalized industries gives a dynamic advantage. *Evokanna* believes that at scale, Massachusetts cannabis companies have the potential to generate strong economics. EBITDA margins should reach

~40%– 50% at maturity for fully vertically integrated players (cultivation margins similar to those projected for Canada at ~25%–30%, with retail adding another ~15%–20% of EBITDA margin).

3 Year Sales Forecast

The table below provides revenue projections for cultivated products, which will be sold in retail locations. This assumes cultivation and manufacturing operations with a 10,000 sq. ft greenhouse in phase 1, with an additional 20K sq ft by year 2. Prices are predicted to drop in year 2 and further in year 3 as more cultivators come online. This price decrease will be counterbalanced by *Evokanna's* increased capacity. Low, medium and high scenarios were used, where Year 1 medium figures represent current retail numbers (except for wholesale lb prices, which currently range between $2,500 and $4,000/lb.

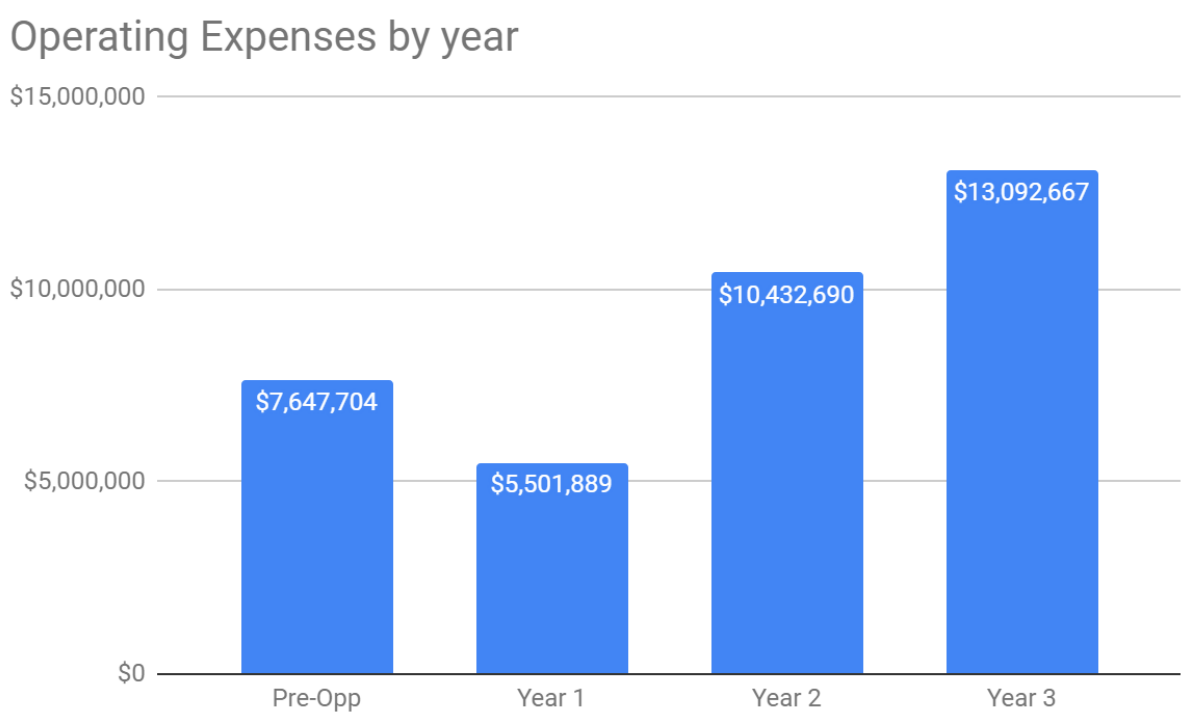
The above figures are based on the assumptions captured in the table below:

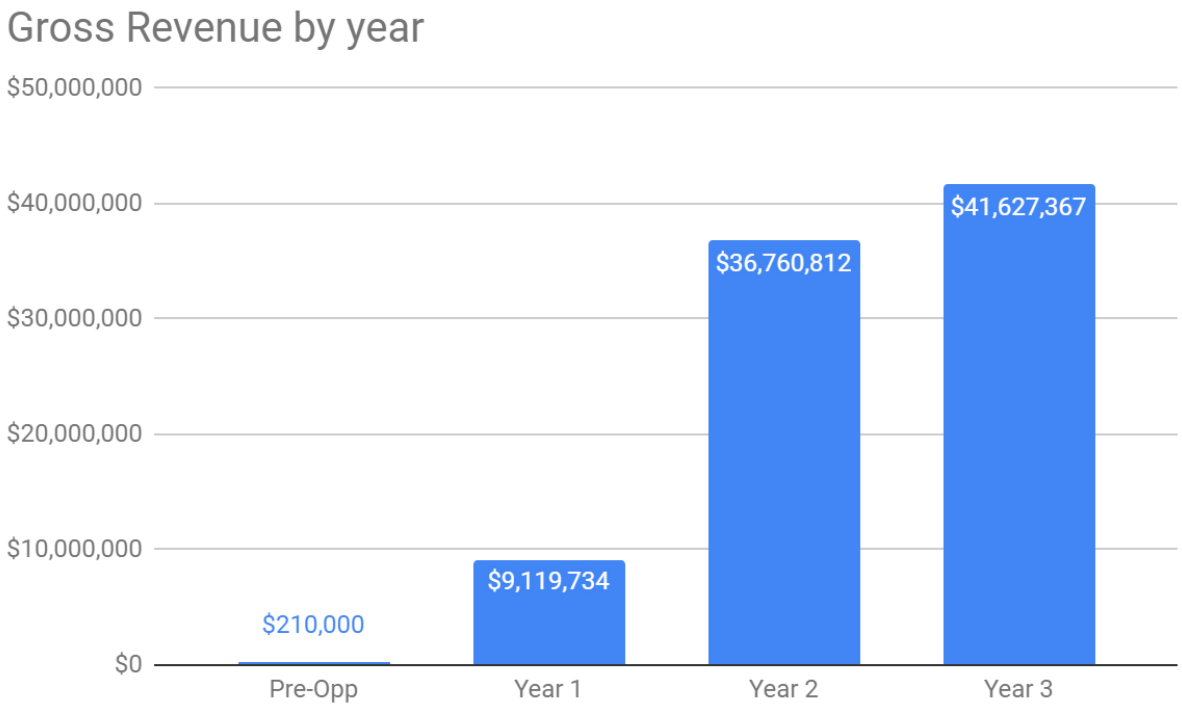
Year 1			
Use of Cultivated	**LOW SCENARIO TOTAL**	**MED SCENARIO TOTAL**	**HIGH SCENARIO TOTAL**
Flower	$584,301.74	$687,413.81	$790,525.88
Vapor Cartridges	$5,265,067.76	$6,194,197.36	$7,123,326.96
Concentrates	$228,464.74	$268,782.05	$309,099.36
Edibles	$64,142.96	$75,462.30	$86,781.65
Wholesale	$976,013.28	$1,220,016.60	$1,464,019.92
Total	**$7,117,990.48**	**$8,445,872.12**	**$9,773,753.77**
Year 2			
Use of Cultivated	**LOW SCENARIO TOTAL**	**MED SCENARIO TOTAL**	**HIGH SCENARIO TOTAL**
Flower	$5,442,353	$6,402,769	$7,363,184
Vapor Cartridges	$20,033,047	$22,437,395	$25,803,004
Concentrates	$1,646,720	$1,937,318	$2,227,915
Edibles	$376,274	$442,675	$509,076
Wholesale	$0	$0	$0
Total	**$27,498,394**	**$31,220,156**	**$35,903,179**
Year 3			
Use of Cultivated	**LOW SCENARIO TOTAL**	**MED SCENARIO TOTAL**	**HIGH SCENARIO TOTAL**

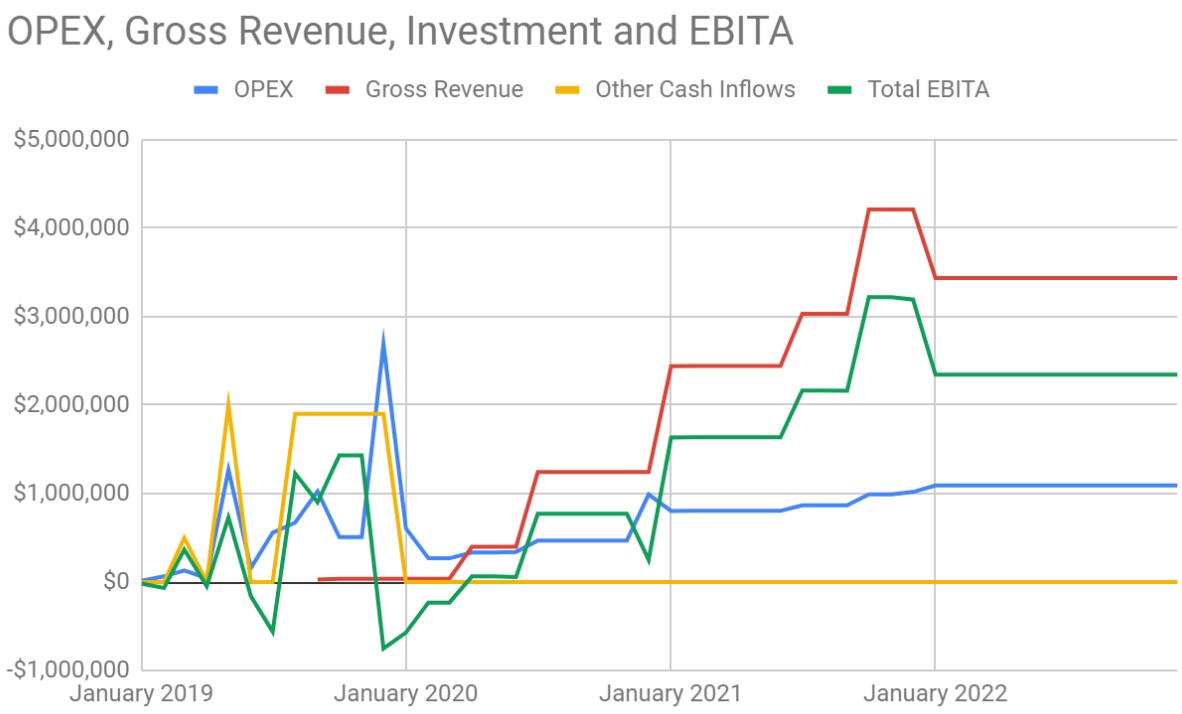
Flower	$9,449,527.53	$11,117,091.21	$12,784,654.90
Vapor Cartridges	$17,877,106.25	$21,031,889.71	$24,186,673.16
Concentrates	$2,356,097.70	$2,771,879.64	$3,187,661.59
Edibles	$538,365.71	$633,371.42	$728,377.13
Wholesale	$0.00	$0.00	$0.00
Total	**$30,221,097.19**	**$35,554,231.98**	**$40,887,366.78**

OPEX, Gross Revenue, Investment and EBITA

The following graphics depit a summary of the proforma assuming the High Scenario pricing and successful completion of milestones as stated in the objectives.




Gross Revenue by year
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$0
$210,000
$9,119,734
$36,760,812
$41,627,367
Pre-Opp
Year 1
Year 2
Year 3


OPEX, Gross Revenue, Investment and EBITA
OPEX
Gross Revenue
Other Cash Inflows
Total EBITA
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
-$1,000,000
January 2019
January 2020
January 2021
January 2022

XII. Product Distribution

The company's product distribution strategy capitalizes on high wholesale prices projected in year 1, and the ease, speed to market and quality differential that makes manufacturing extracted products preferential with respect to greenhouse flower. Wholesale and manufactured products make up the majority of products in Year 1, with retail flower production peaking in Year 2 with the Phase II indoor cultivation operation coming online, as seen in the chart below:

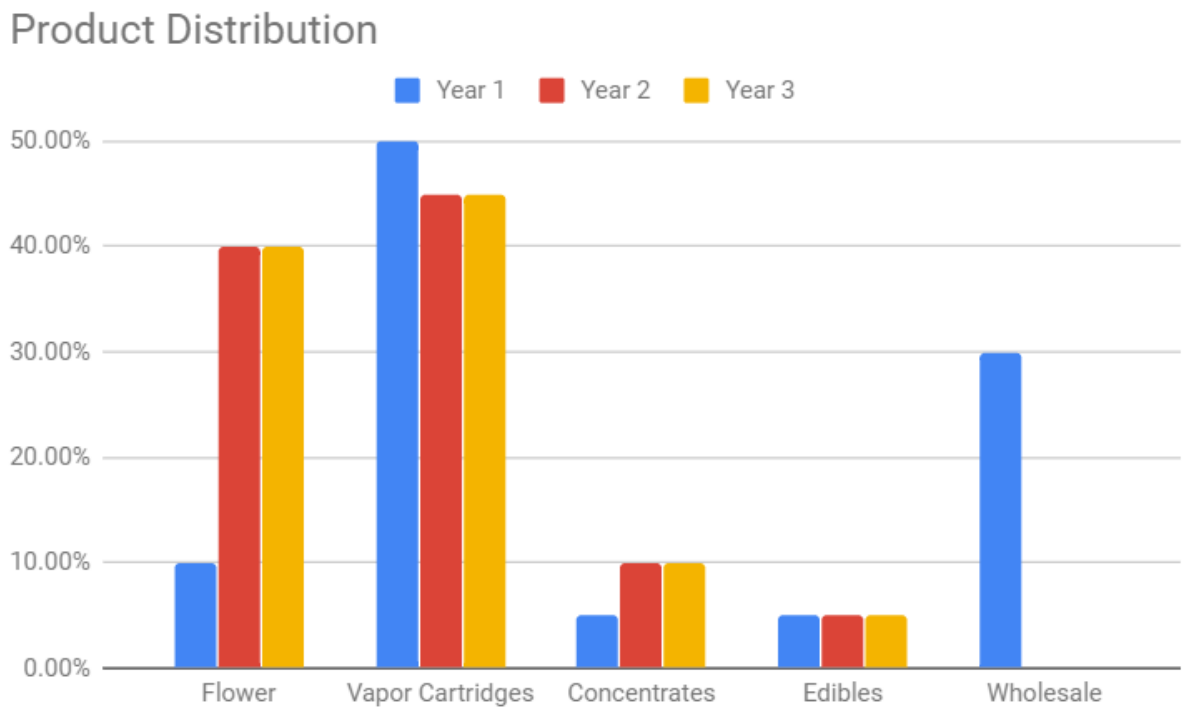
Products

Product	% of Output per Product Type - Year 1	lbs used per Product Type - Year 1	% of Output per Product Type - Year 2	lbs used per Product Type - Year 2	% of Output per Product Type - Year 3	lbs used per Product Type - Year 3
FLOWER	**10.00%**	**123**	**40%**	**1,807**	**40%**	**3,232**
Sub Product Type	**% of Output per Product Type**	**Annual Output (units) - Year 1**	**% of Output per Product Type - Year 2**	**Annual Output (units) - Year 2**	**% of Output per Product Type - Year 3**	**Annual Output (units) - Year 3**
Grams	20.00%	11,180	25.00%	204,941.94	25.00%	366,534
Eighths	20.00%	3,194	10.00%	9,253.27	10.00%	41,373
Quarter Ounces	20.00%	1,597	10.00%	4,626.64	10.00%	20,687
Half Ounces	15.00%	599	10.00%	2,313.32	10.00%	4,137
Ounces	15.00%	299	10.00%	1,156.66	10.00%	5,172
Pre-Rolled (1 Gram)	10.00%	5,590	35.00%	286,918.71	35.00%	513,148
Total Packaged Flower Products	**100.00%**	**22,459**	**100.00 %**	**509,211**	**100.00%**	**951,051**
Product	**% of Output per Product Type**	**lbs used per Product Type - Year 1**	**% of Output per Product Type - Year 2**	**lbs used per Product Type - Year 2**	**% of Output per Product Type - Year 3**	**lbs used per Product Type - Year 3**
VAPOR CARTRIDGES	**50.00%**	**616**	**45.00%**	**2,033**	**45.00%**	**3,636**

Category	% of Output per Product Type	Annual Output (lbs) - Year 1	% of Output per Product Type - Year 2	Annual Output (lbs) - Year 2	% of Output per Product Type - Year 3	Annual Output (lbs) -Year 3
C02 extracted	**50.00%**	**308.085**	**50.00%**	**1016.595**	**50.00%**	**1,818**
Sub Product Type	**% of Output per Product Type**	**Annual Output (units) - Year 1**	**% of Output per Product Type - Year 2**	**Annual Output (units) - Year 2**	**% of Output per Product Type - Year 3**	**Annual Output (units) - Year 3**
250 mg (C02)	25.00%	20,962	100.00 %	**276,672**	35.00%	**173,187**
500 mg (C02)	50.00%	20,962	40.00%	**55,334**	45.00%	**111,335**
750 mg (C02)	0.00%	0	0.00%	**0**	0	**0**
1,000 mg (C02)	25.00%	5,240	30.00%	**20,750**	20.00%	**24,741**
Total C02	**100.00%**	**47,164**	**170.00 %**	**352,757**	**100.00%**	**309,263**
Category	**% of Output per Product Type**	**Annual Output (lbs) - Year 1**	**% of Output per Product Type - Year 2**	**Annual Output (lbs) - Year 2**	**% of Output per Product Type - Year 3**	**Annual Output (units) - Year 3**
Ethanol Extracted	**50.00%**	**308.09**	**25.00%**	**508.30**	**30.00%**	**1,090.89**
Sub Product Type	**% of Output per Product Type**	**Annual Output (units) - Year 1**	**% of Output per Product Type - Year 2**	**Annual Output (units) - Year 2**	**% of Output per Product Type - Year 3**	**Annual Output (units) - Year 3**
250 mg (ETH)	25.00%	20,962	27.00%	37,351	30.00%	89,068
500 mg (ETH)	35.00%	14,673	36.00%	24,900	40.00%	59,379
750 mg (ETH)	0.00%	0		0	0.00%	0
1,000 mg (ETH)	40.00%	8,385	37.00%	12,796	30.00%	22,267
Total Ethanol Extracted	**100.00%**	**44,020**		**75,047**		**170,713**
Total Vapor Cartridges		**91,184**		**427,804**		**479,977**

Category	% of Output per Product Type	lbs used per Product Type - Year 1	% of Output per Product Type - Year 2	lbs used per Product Type - Year 2	% of Output per Product Type - Year 3	lbs used per Product Type - Year 3
CONCENTRATES	**5.00%**	**62**	**10.00%**	**452**	**10.00%**	**808**
Sub Product Type	**% of Output per Product Type**	**Annual Output (units) - Year 1**	**% of Output per Product Type - Year 2**	**Annual Output (units) - Year 2**	**% of Output per Product Type - Year 3**	**Annual Output (units) - Year 3**
Wax (.500mg)	15.00%	1,258	15.00%	9,222	15.00%	16,494
Shatter (500mg)	20.00%	1,677	20.00%	12,297	20.00%	21,992
Live Resin (500mg)	10.00%	838	10.00%	6,148	10.00%	10,996
Rosin (500mg)	15.00%	1,258	15.00%	9,222	15.00%	16,494
Live Rosin (500mg)	10.00%	838	10.00%	6,148	10.00%	10,996
Bubble Hash (1gm)	15.00%	629	15.00%	9,222	15.00%	16,494
Terp Sauce (1gm)	15.00%	629	15.00%	9,222	15.00%	16,494
Total Concentrates	**100.00%**	**7,127**	**100.00 %**	**61,483**	**100.00%**	**109,960**
Product	**% of Output per Product Type**	**lbs used per Product Type - Year 1**	**% of Output per Product Type - Year 2**	**lbs used per Product Type - Year 2**	**% of Output per Product Type - Year 3**	**lbs used per Product Type - Year 3**
EDIBLES	5.00%	61.617	5.00%	225.91	5.00%	404.035
Sub Product Type	**% of Output per Product Type**	**Annual Output (units) - Year 1**	**% of Output per Product Type - Year 2**	**Annual Output (units) - Year 2**	**% of Output per Product Type - Year 3**	**Annual Output (units) - Year 3**
10pc/100mg packs	100.00%	8,384.70	100.00 %	61,482.63	100.00%	109,960.32
Category	**% of Output per Product Type**	**lbs used per Product Type - Year 1**	**% of Output per Product**	**lbs used per Product Type - Year 2**	**% of Output per Product**	**lbs used per Product Type - Year 3**

			Type - Year 2		Type - Year 3	
WHOLESALE	30.00%	369.702	0.00%	0	0.00%	0



EVOKANNA-Qualifications and Training Policy and Procedure

Intent

Evokanna is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CCC" or "the Commission"). To provide clear and concise instructions for Evokanna employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

Qualifications for Evokanna Marijuana Establishment Agent

The minimum requirements to become an Evokanna Marijuana Establishment Agent ("Agent") are outlined below. All Evokanna board members, directors, employees, executives, managers or volunteers will register with the Commission as an Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802

Evokanna will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties.

Required Training for Evokanna Agents

Pursuant to 935 CMR 500.105(2)(a) Evokanna will ensure all Evokanna Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;

    a. Code of Conduct;

    b. Verifying Identifications;

    c. Marijuana Regulations;

    d. Security and Safety;

    e. Emergency Procedures/Disaster Plan;

    f. Diversion of Marijuana;

    g. Terminatable Offences;

    h. Confidential Information;

    i. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;

        i. Alcohol, smoke and drug-free workplace;

        ii. Equal Employment Policy;

        iii. Anti-Harassment and Sexual Harassment Policy;

        iv. Americans with Disability Act;

        v. Employee Assistance Policy; and

        vi. Diversity Plan

2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training ("OJT") or through external training platforms.
3. All Evokanna Agents will receive a minimum of 8 hours of training annually.
4. Evokanna will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by Evokanna for at least one year after agents' termination.
5. Within 90 days of hire, Evokanna will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor."
    1. After the responsible vendor designation is applied each Evokanna owner, manager, and employee involved in the handling and sale of marijuana for adult

use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."

2. Evokanna will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

6. All Evokanna Agents responsible for tracking and entering products into the Seed-to-sale SOR (Metrc) will receive training in a form and manner determined by the Commission.

Additional Training

Evokanna will provide training and training opportunities to its employees. In addition to required training, Evokanna will require advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company's, our Agents and our customers safety. These training will include:

1. All Agents who handle marijuana or marijuana products will be trained on basic food safety prior to or during the first day of employment.
    1. Include basic food safety training as part of new employee orientation.
    2. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
    3. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
    4. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the processing or packaging of Marijuana will be trained and certified in;
    1. SERVSAFE Massachusetts Allergen Training Program
    2. SERVSAFE Food Handler Program
3. Cultivation staff will receive bi-annual in-service training on food safety, including food allergy awareness and HACCP.
4. All Managers in cultivation, processing and packaging will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
5. File documentation in HACCP records.

Evokanna
Policy for Quality Control and Testing of Marijuana and Marijuana Products

Evokanna is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CCC") or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations. All cannabis plants, and products containing THC and/or CBD will be tested by independent testing laboratories in accordance with *935 CMR 500.160.* In the case of contamination beyond remedy the DPH and/or MA CCC will be notified within 72 hours. Records of all testing shall be maintained for one year from date of testing. *935 CMR 500.160 (2)(3)*

Definitions

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

> (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
>
> (b) Independent financially from any Medical Marijuana Treatment Center (RMD/MCT), Marijuana Establishment or licensee for which it conducts a test; and
>
> (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant;

clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Products means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Production Batch means a batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

Evokanna is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Evokanna is committed to utilizing Best Management Practices ("BMP") for the prevention and treatment of possible contaminants using the safest and least invasive means.

Evokanna will also implement an industry standard Integrated Pest Management ("IPM") program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of Evokanna' cultivation facility. Evokanna will utilize best industry practices when it comes to quality control and product testing.

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments,* the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000*: Reportable Diseases, Surveillance, and Isolation and Quarantine.*

All products that Evokanna will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy. Evokanna will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Energy and Efficiency

Evokanna will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). Evokanna will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.

3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).

a. Evokanna will provide documentation required under 935 CMR 500.120(11)(b), that includes a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

4. We will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).

5. Evokanna understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Best Management Practices for Pest Management

1. Our facility is designed and maintained to prevent introduction and spread of pests.
    1. Evokanna uses enclosed cultivation and processing operations which are equipped with adequate ventilation, drainage, lighting and temperature controls to maintain optimal conditions for good plant growth while discouraging pests and plant disease.
    2. The Evokanna, Cultivation and Processing Facility and operations are designed to permit isolation and sanitation processes necessary to restrict introduction, establishment and spread of pests and plant diseases and permit their management while promoting good plant health and worker safety.
    3. Post-harvest handling facilities are designed and operated to prevent contamination of product by mold, bacteria, viruses, chemicals or other contaminants.
    4. Our facility provides adequate hand-washing facilities for workers.
2. Sanitation protocols to prevent the spread of pests within the facility by workers.
    1. Evokanna has developed site-specific pest-preventive protocols for each section of every facility.
    2. We place emphasis on starting with pest-free plant material.
    3. We do not allow smoking in the facility.
    4. We ensure all workers utilize appropriate sanitation protocols.
    5. We ensure all workers receive adequate training.
3. Evokanna provides optimal growing conditions to promote healthy plant growth, encourage natural enemies and minimize pest-conducive conditions.
    1. The Evokanna facility's ventilation, lighting and heating systems allow us to control and optimize humidity, temperatures and patterns of air movement to support plant growth and natural enemies while discouraging establishment, growth and spread of pests.

    2. Our cultivation team will provide proper plant nutrition and pH to support optimal plant growth while discouraging pests.
    3. We will maintain optimal moisture level in growing medium.
    4. We will provide optimal plant spacing to prevent pest movement among plants and to allow adequate air circulation.
    5. We will keep facilities free of weeds, plant debris, pest harborage, mold, mildew and algae.
4. Our cultivation team has developed effective procedures to regularly and systematically monitor for pests.
    1. We have site-specific pest monitoring protocols for each room in the facility.
    2. We will train all employees in all pest prevention, detection, identification, monitoring and record-keeping protocols.
    3. Identify unknown insect and disease problems.
5. We have developed and will utilize an integrated pest management plan that includes least-risk protocols for preventing and managing common pests.
    1. Evokanna utilizes site-specific comprehensive integrated pest management protocols for each room of each facility.
6. Evokanna will keep thorough cultivation, pest monitoring and pest management records including:
    1. Detailed records of all pest monitoring and scouting activities. At a minimum record date, numbers of each pest per unit of measure observed, numbers of beneficial organisms observed, amount of pest-caused damage observed, monitoring methods used, and specific locations of pest activity observed.
    2. Detailed records of all non-pesticide actions taken to prevent or treat the crop for disease, insect, mite or other pest issues including but not limited to detailed records on any use of beneficial organisms.
    3. Detailed records of all other substances applied to the plants, to the growing media or to the space or surfaces of the facility.
    4. Detailed records of all fertilizers and soil amendments used in cultivation.
    5. Information about water sources and equipment used in irrigation systems, as well as records of all tests performed to monitor water supplies used in irrigation and any records that establish conformity to any applicable water-use regulations.
    6. Cultivation operations will maintain the following records

        i. Nutrients used during cultivation;

        ii. Detailed records of all other substances applied to the plant(s) surface or used as a fumigant in the cultivation area;

Detailed records of any other substances used during cultivation that may result in a residue on cannabis.

Quality Control – Sanitation Standard Operating Procedure (SOP)

Facility

Evokanna facility ("the facility") will be designed and constructed with safe food handing and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.

2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.

3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.

4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.

5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.

6. Lighting and light fittings will be shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Evokanna will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.

7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.

8. Adequate ventilation or control equipment will be installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.

9. Handwashing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Evokanna will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

10. The facility water supply comes from the town of Ashburnham municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.

11. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.

2. Employee and visitor gowning will be required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and done jump suits and disposable boot covers.

3. Training: All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.

4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.

5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the “Marijuana Waste” container located in each

cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the “Marijuana Waste” container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.

6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.

7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored

in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food;*
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments;* and
- The requirements for food handlers specified in 105 CMR 300.000*: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate storage rooms will be utilized for finished marijuana products.

2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.

   a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.

   b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.

   c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing.

3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.

4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.

a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.

b. Each compartment will be supplied with adequate hot and cold potable running water.

c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.

d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.

e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.

f. An approved chemical test kit for determining sanitizer strength will be available and used.

g. Manual Warewashing Procedure

i. Rinse, scrape, or soak all items before washing.

ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.

iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.

iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.

v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.

1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.

2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.

a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.

vi. To avoid recontamination of clean and sanitary items:

1. Air dry all items on a drainboard.

2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	**RINSE**	**SANITIZE**
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	**Concentration Level**	**Minimum Temperature**	**Minimum Immersion Time**
Chlorine Solution	25mg/l minimum 50mg/l minimum 100mg/l minimum	120°F 100°F 55°F	10 seconds 10 seconds 10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

i. Disassemble removable parts from equipment.

ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.

1. Quaternary ammonia –200 ppm and immerse for 30 seconds

2. Iodine –12.5-25.0 ppm and immerse for 30 seconds

3. Chlorine –50-99ppm and immerse for 7 seconds

iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.

iv. Allow all parts of the equipment to air dry.

v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.

vi. Re-assemble the equipment.

i. Product Preparation Surfaces**-** These 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.

i. Prescrape surface to remove gross soils.

ii. Wash surface with recommended strength solution of pot & pan detergent.

iii. Rinse with water and wipe dry.

iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.

1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial

contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.

b. Evokanna will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health or the Department of Public Health.

c. Evokanna Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.

i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.

2. Evokanna Agents shall conform to sanitary practices while on duty, including

a. Maintain adequate personal cleanliness:

<u>Grooming</u>:

i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.

ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.

a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:

- When entering the facility before work begins.
- Immediately before preparing or processing products or handling equipment.
- As often as necessary during cultivation or product preparation when contamination occurs.
- In the restroom after toilet use and when you return to your work station.

- When switching between working areas.
- After touching face, nose, hair, or any other body part, and after sneezing or coughing.
- After cleaning duties.
- Between each task performed and before wearing disposable gloves.
- After eating or drinking.
- Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.

a. Wash hands only in hand sinks designated for that purpose.

b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

<u>Proper Attire:</u>

i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.

ii. Wear apron or lab coat on site, as appropriate.

- Do not wear apron or lab coat to and from work.
- Take off apron or lab coat before using the restroom.
- Remove apron or lab coat when leaving the production or processing

  area.
- Change apron or lab coat if it becomes soiled or stained.

iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.

iv. Wear gloves when handling products or product ingredients that will not be heated-treated.

v. Wear gloves when packaging products.

vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.

ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.

iii. Refrain from wearing jewelry in the food/product production and processing area.

- Only a plain wedding band.
- No necklaces, bracelets, or dangling jewelry are permitted.
- No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

i. Bandage any cut, abrasion, or burn that has broken the skin.

ii. Cover bandages on hands with gloves and finger cots and change as appropriate.

iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

i. Evokanna facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.

ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.

iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

Evokanna will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Evokanna will manufacture. Once operational Evokanna will:

1. Assemble the HACCP team.

2. Describe the product and its distribution.

3. Describe the intended use and consumers of the product.

4. Develop a flow diagram which describes each process.

5. Verify the flow diagram.

6. Conduct a hazard analysis for each product (Principle 1).

7. Determine critical control points (CCPs) for each product (Principle 2).

8. Establish critical limits (Principle 3).

9. Establish monitoring procedures (Principle 4).

10. Establish corrective actions (Principle 5).

11. Establish verification procedures (Principle 6).

12. Establish record-keeping and documentation procedures (Principle 7).

Training

Evokanna will provide training and training opportunities to all of its employees. In addition to required training, Evokanna will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.

    a. Include basic product safety training as part of new employee orientation.

    b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;

    c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and

    d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

2. All employees engaging in the trimming or packaging will be trained and certified in;

    a. A nationally accredited Food Handler Program (i.e. ServSafe)

3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.

4. Monthly in-service training.

5. Require all managers to be Certified Food Protection Mangers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.

6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.

7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.

8. Document the content of all training sessions and attendance.

9. File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media *(e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the "*Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*" published by the Commission.

Evokanna will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that Evokanna contracts with will be Licensed by the Commission prior to Evokanna contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with Evokanna policies and procedures and 935 CMR 500.105(13) if applicable.

2. Evokanna will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).

3. Any and all excess Evokanna marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Evokanna facility for disposal or by the Independent Testing Laboratory disposing of it directly.

Evokanna will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Pursuant to 935 CMR 500.130(4) Evokanna will provide documentation of our compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation to all marijuana establishments that we sell or otherwise transfer marijuana to.

Required testing includes:

1. Cannabinoid Profile

2. Contaminants as specified by the Department including, but not limited to:
    a. Mold
    b. Mildew
    c. Heavy metals
    d. Plant-Growth Regulators and
    e. Pesticides

Evokanna will maintain the results of all testing for no less than one year. All testing results shall be valid for one year.

All testing will be conducted in accordance with the frequency required by the Commission.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Evokanna marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) – Evokanna will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.

    a. Using the flow chart below *(Actions in Response to Laboratory Analytical Results),* the Cultivation Manager and CEO will determine whether to:

        i. Retest the Cultivation/Production Batch

        ii. Remediate the Cultivation/Production Batch

        iii. Dispose of Cultivation/Production Batch

2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.

3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.

    a. Our Cultivation Manager or CEO will:

        i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;

        ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission

        iii. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

4. In the case of any test result that indicates that a Evokanna marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.

    a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.

    b. The assessment should include a corrective action plan and be shared as a training tool with all Evokanna Agents.

5. Marijuana and Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be

submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Miscellaneous Marijuana Testing Requirements

1. Clones are subject to these testing provisions but are exempt from testing for metals.

2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).

3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).

4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12) by the Independent Testing Laboratory disposing of it directly.

5. Evokanna will not sell or otherwise market Marijuana or Marijuana Products for adult use that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

6. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Environmental Media Testing

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.

2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).

3. All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid environmental media/soil.

4. Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless;

    a. The stockpile has been contaminated or altered while stored.

5. Situations for re-analysis may include but are not limited to soils that have been;

    a. Amended;

    b. Mixed with other source soils/solids;

c. Subject to pesticide application;

d. Used for other purposes; or

e. Inundated by flood waters.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker and Sample Container (provided by CDX Labs)

Sampling of Environmental Media for Testing

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Evokanna has contracted with NE Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the "*Sampling Instructions for Massachusetts DPH Medical Marijuana Program"* form below from NET Labs.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

1. Label
    1. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler's initials.
2. Fill out the Chain of Custody
    1. List the same info on the chain of custody
    2. One sample ID goes on one line
    3. Check the appropriate boxes
    4. Make sure date and time stamp are filled in
3. Sampling
    1. Fill the Ziploc sample bag with 8 oz. of soil/media
    2. Tightly seal the sample bag
4. Storing Sample
    1. Store samples in a cool, dry location until samples are picked up by a NET Lab courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.
7. **Sampling of Water for Testing**

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. Evokanna has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *"Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries"* Evokanna will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the "Sampling Instructions for Marijuana Testing" form below from NE Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and
3. Bacteriological

Collecting Water Samples

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The QA Manager or designee will assemble all equipment and information needed before beginning.
    1. Items to assemble before sampling include, but are not limited to, the following:

        i. Sample collection plan or diagram of locations to ensure representative sample collection

        ii. Logbook or sample collection forms

        iii. Chain-of-custody forms (COCs) (See below)

        iv. Disposable gloves

        v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;

        vi. Sample containers appropriate for the analyses required;

            1. These will be supplied by the lab.

        vii. Container labels and pen with indelible ink; and

viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;

2. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
3. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
4. Sample collection personnel shall identify or determine the number and location of water samples to be collected

    i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.

    ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).

    iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.

5. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
6. Preparing sample labels and affixing them to sample containers immediately before sampling.

    i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).

3. Sample Collection. Collect the planned samples from each sample location one at a time:

    1. Don gloves to mitigate potential for contamination of samples.
    2. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
    3. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
    4. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
    5. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
    6. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure than the tap or spigot does not contact the sample container.
    7. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
    8. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
    9. Chain-of-custody paperwork should be completed immediately prior to shipment.
4. Sample Handling
    1. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
    2. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
    3. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
    4. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.
5. Sample Storage
    1. Samples should be refrigerated or maintained on ice (4 ºC +/-2ºC) until they are shipped to the analytical laboratory.
    2. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
    3. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.

4. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

Quality Control (QC)

1. Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected.
2. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.
3. Field duplicate samples will not be identified to the laboratory (blind QC).

EVOKANNA-Maintaining Financial Records

Evokanna shall maintain general business and financial records in accordance with generally accepted accounting principles. Business and financial records maintained by Evokanna include manual or computerized records of: assets and liabilities; monetary transactions; books of accounts, including 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 Evokanna in accordance with 935 CMR 500.105(9)(e).

Evokanna will use an Enterprise Resource Planning (ERP) system which has a transfer recording module that is approved by the Massachusetts Department of Revenue (DOR). Evokanna will conduct a monthly analysis of its equipment and sales data to ensure no software has been installed which could manipulate or alter sales or transfer data, and this analysis and related records will be made available to the Commission upon request.

All Evokanna marijuana transfer records will be kept in compliance with DOR record retention requirements set forth in 830 CMR 62C.25.1 and Directive 16-1. Evokanna's ERP system will be able to differentiate between transfers to medical and adult use clients.

EVOKANNA-Restricting Access to Age 21 and Older

Evokanna plans to operate a co-located medical and adult-use marijuana establishment at its current facility in Ashburnham, MA. As a result, individuals under the age of 21 may have a need to access the facility for dispensing of marijuana and marijuana products for medical use. However, Evokanna shall implement strict security measures to ensure that all individuals entering the co-located facility are appropriately identified and that access to the adult use marijuana is limited to individuals age 21 and older.

Upon immediate entry, all individuals are required to present valid proof of identification to security staff. Adult use agents must be 21 years of age or older to gain access to the separate adult use areas. Registered medical agents must present their DPH-issued medical registration card, agent card and one additional form of acceptable identification (e.g., driver's license, government issued ID card, military ID card, or passport) to gain access to either the medical or adult use areas.

If an individual is younger than 21 but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued by DPH and one other acceptable form of identification. If an individual is younger than 18 years old, he or she shall not be admitted unless they are accompanied by a personal caregiver, and both the patient and caregiver produce an active medical registration card issued by DPH and one other acceptable form of identification in accordance with 935 CMR 500.140(3). Evokanna shall refuse to admit any patient, caregiver, consumer or agent who is unable to produce valid proof of identification and registration, as applicable.

Required Markings of 21+ Products

Marijuana and marijuana products will be packaged and labeled pursuant to Evokanna's labeling policies (detailed in the Inventory Policies and Procedures). Storage containers will clearly indicate the contents, the amount in the container, the portions that contain marijuana products, and a bar code for assignment and tracking.

Evokanna will make vehicle fleet decisions based on environmental impact and affirm we will regularly evaluate alternative fuel vehicle options for business viability.

1. Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
    i. Evokanna will monitor energy consumption and make adjustments to operations based on energy usage data;
    ii. Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations, or expansions; and
    iii. Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced.

2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were

Potential Energy Use Reduction Opportunities

The Company will demonstrate consideration of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities.

Renewable Energy Generation Opportunities

The Company will consider opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.

Strategies to Reduce Electric Demand

The Company will use strategies to reduce electric demand such as lighting schedules, active load management, and energy storage.

Energy Efficiency Programs

The Company will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

EVOKANNA- Record Keeping Procedures

- All cannabis products, flowers, plants and refuse shall be tagged and tracked in real-time with a compliant seed-to-sale program. *935 CMR 500.105(8)*
- Inventory records shall be made available to all law enforcement agencies *935 CMR 500.105 (13)(b)*
- All cannabis products, flower shall remain located and inventoried in their limited access and temperature controlled areas *935 CMR 500.110 (4)(a)(b)(c)*
- Cannabis refuse (flower, leaf, stems, roots), returned cannabis products shall be disposed of pursuant to *935 CMR 500.110(1)(c), 935 CMR 500.105(12)*
- All cannabis products will be transported in secure vehicles compliant to current regulations pursuant to 935 *CMR 500.105 (13)(a)(b)(c)*
- All records of products and personnel will be maintained for 2 years and/or pursuant to 935 *CMR 500.105 (f)(g)*

Security Recordkeeping

The Director of Security is responsible for maintaining all security related records and reports.

Agent Personnel Records

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports;
- Documentation that references were checked prior to agent being hired;
- Offer letter from Evokanna to the new agent, including job title and supervision;
- Materials submitted to the CCC for agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).

- 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.

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- Cannabis refuse (flower, leaf, stems, roots), returned cannabis products shall be disposed of pursuant to *935 CMR 500.110(1)(c), 935 CMR 500.105(12)*
- All cannabis refuse records shall be kept and accessible for at least three years from date of disposal pursuant to *935 CMR 500.105(12)*
- Evokanna shall maintain all records pertaining to the personnel, cultivation, manufacturing, equipment, disposal and/or transportation of cannabis and cannabis products in accordance with generally accepted accounting principles pursuant to *935 CMR 500.105(1), 935 CMR 500.105(9)*
- All cannabis products will be transported in secure vehicles compliant to current regulations pursuant to 935 *CMR 500.105 (13)(a)(b)(c)*
- All records of products and personnel will be maintained for 2 years and/or pursuant to 935 *CMR 500.105 (f)(g)*
- Evokanna shall maintain written operational records required by *935 CMR 500.105(1). 935CMR 500.105(9)*

Security Recordkeeping

The Director of Security is responsible for maintaining all security related records and reports.

Agent Personnel Records

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports obtained in accordance with *935 CMR 500.030, 935 CMR 500.105(9)*
- Job descriptions for all Evokanna agents
- Personnel records of all Evokanna agents
- Evokanna shall maintain staffing plans including operating hours and optimum cultivation conditions
- Documentation that references were checked prior to agent being hired;
- Offer letter from Evokanna to the new agent, including job title and supervision;
- Materials submitted to the CCC for agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- 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.

Evokanna Business Records

All Evokanna business records including but not limited to:

- Assets and liabilities
- All monetary transactions
- Accounting records
- Sales and payables
- All Evokanna employee salary and wage records *935 CMR 500.105(9)*

EVOKANNA-Personnel Policies Including Background Checks

Evokanna maintains all personnel policies and procedures in an employee handbook. Such policies address a wide variety of topics including information on employee benefits, vacation and sick time, work schedules, confidentiality, criminal background checks, security, employee identification and facility access, personal safety and crime prevention techniques, alcohol, drug and smoke-free workplace, and grounds for discipline and termination. Each employee is required to review the handbook and attest to their understanding of personnel policies and procedures.

Evokanna reviews its employee handbook periodically and communicates any changes to its employees.

Evokanna will also maintain a personnel record for each Marijuana Establishment Agent which is maintained for at least 12 months after termination of the individual's affiliation with the company. The personnel record includes all of the information required under 935 CMR 500.105(9)(d) and 105 CMR 725.105(I)(4), including job descriptions, references, documentation of orientation and training, performance evaluations and record of any disciplinary action.

All Marijuana Establishment Agents affiliated with Evokanna (e.g., employees, consultants, directors, capital contributors, etc.) will be subject to initial, and ongoing, as applicable, criminal background checks in accordance with 953 CMR 500.030 and 105 CMR 725.030.

EVOKANNA-Personnel Policies Including Background Checks

Evokanna at all time shall maintain a policy of immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor *935 CMR 500.105(1)*
Evokanna will at all times maintain a staffing plan and applicable records in compliance with *935 CMR 500.105(9). 935 CMR 500.105(1)*

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Evokanna-Diversity Plan

Introduction:

Evokanna LLC. (Evokanna), as a cannabis social enterprise, is deeply committed to economic equity, inclusion and diversity. Our Diversity Plan is designed to ensure we channel the creativity, brilliance, knowledge and skills of all by creating an anti-racist workplace that fosters economic equity. Evokanna is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, gender identity, sexual orientation, and those with a CORI related to the war on drugs.

Evokanna will strictly adhere to the requirements set forth in 935 CMR 500.105(4) stating permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by Evokanna will adhere to the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

1. Goals:

- Goal 1: 75% of Evokanna workforce will be made up of people who are Black, Indigenous, Latino, Asian, (BIPOC) Women, Veterans, LGBTQ, and disabled. Of the 75% Evokanna will maintain the following inclusive representation: 60% BIPOC; 40 % women; 15% Veterans; 15% LGBTQ, and 10% disabled.

- Goal 2. Evokanna will implement an employee incentive program that includes merit-based raises and promotions. This program will include a stock options program that may be up to 10% of the total outstanding shares of the company.

- Goal 3: Create and ensure a culture of diversity and inclusion by instituting anti-racist policies, procedures, and operations that are annually assessed to ensure the dignity and economic growth of the workforce and the company. This will be measured as indicated in Section 3, with a goal the % of satisfied employees rising to 80% or higher over the first 3 years.

2. Programs:

In order to achieve above stated goals, the leadership team will take the following steps.
First, develop a comprehensive outreach strategy utilizing online and print media outlets specify geared toward BIPOC, Women, Veterans, People with disabilities, and People of all gender identities and sexual orientations.

Evokanna will attend, participate and recruit from two job fairs annually, at industry events NECANN in Boston or Harvest Cup in Worcester and/or monthly virtual job fairs including

Worcester and North-Central Mass Hire Central Career Centers (https://masshirecentralcc.com/event/virtual-job-fair/all/). Evokanna will create an employee performance evaluation tool assess performance, provide feedback, and offer coaching to support the development of skills related to the legal cannabis industry. This evaluation tool will also be used to determine merit-based raises and promotions.

Evokanna has contracted with Fran Smith, an expert in workplace equity and diversity. Within the first quarter of our opening, she will assist the Evokanna leadership team to review policies, procedures, trainings and operations are align with this diversity plan. All new employees will receive a mandatory orientation and quarterly workshops on a range Equity, Inclusion and Diversity topics.

3. Measurements:

In order to measure Evokanna progress, the following strategies will be used.

- Evokanna will collect and track demographic data on our applicant pool and hires measuring progress towards our stated diversity goals.
- Employees Performance review will take place annually and review data to ensure alignments with our stated diversity goals being reached.
- Quarterly diversity training will be delivered. Assessment criteria include: attendance records and workshop elevations.
- Employee detention will be reviewed annually.

Evokanna acknowledges that we are obligated to measure progress towards our goals and document progress of this plan one year from provisional licensure and each year thereafter.