Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283469

Original Issued Date: 02/15/2021

Issued Date: 02/15/2021

Expiration Date: 02/15/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Innovative Flower LLC

Phone Number: 617-512-4379

Email Address: gordon@cropna.com

Business Address 1: 655 Cochituate Road

Business Address 2:

Business City: Framingham

Business State: MA

Business Zip Code: 01701

Mailing Address 1: 913 West Falmouth Highway

Mailing Address 2:

Mailing City: Falmouth

Mailing State: MA

Mailing Zip Code: 02540

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 70

Percentage Of Control: 33.33

Role: Board Member

Other Role: CEO

First Name: Gordon **Last Name:** Lewis **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30 **Percentage Of Control:** 33.33

Role: Board Member **Other Role:**

First Name: Elizabeth **Last Name:** Lewis **Suffix:**

Gender: Female **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: **Percentage Of Control:** 33.33

Role: Board Member **Other Role:** COO

First Name: Bradley **Last Name:** Francis **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Gordon **Last Name:** Lewis **Suffix:**

Types of Capital: Monetary/Equity, Debt **Other Type of Capital:** **Total Value of the Capital Provided:** $119400 **Percentage of Initial Capital:** 2

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Elizabeth **Last Name:** Lewis **Suffix:**

Types of Capital: Monetary/Equity, Debt **Other Type of Capital:** **Total Value of the Capital Provided:** $578600 **Percentage of Initial Capital:** 9.8

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Gordon **Owner Last Name:** Lewis **Owner Suffix:**

Entity Legal Name: n/a **Entity DBA:**

Entity Description: Licensed Caregiver in the State of Maine

Entity Phone: 617-512-4379 **Entity Email:** gordon.lewis01@gmail.com **Entity Website:**

Entity Address 1: 10 Harbor Drive **Entity Address 2:**

Entity City: Kennebunkport **Entity State:** ME **Entity Zip Code:** 04046 **Entity Country:** United States

Entity Mailing Address 1: 10 Harbor Drive **Entity Mailing Address 2:**

Entity Mailing City: Kennebunkport **Entity Mailing State:** ME **Entity Mailing Zip Code:** 04046 **Entity Mailing Country:** United States

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 655 Cochituate Road

Establishment Address 2:

Establishment City: Framingham **Establishment Zip Code:** 01701

Approximate square footage of the establishment: 7200 **How many abutters does this property have?:** 9

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	IFL_FRAMINGHAM_HCA_09302019.pdf	pdf	5f036e0fb9c15e6c26b90164	07/06/2020
Plan to Remain Compliant with Local Zoning	IFL_Attachment_4_Plan_to_Remain_Compliant.pdf	pdf	5f5f7b07ab637e1bff60d0f7	09/14/2020
Community Outreach Meeting Documentation	IFL_Attachment_A_Outreach_Meeting_Documentation.pdf	pdf	5f92fe280daeb60847fa9392	10/23/2020
Community Outreach Meeting Documentation	IFL_Attachment_B_Outreach_Meeting_Documentation.pdf	pdf	5f92fe2fdfcf9f07cd941ed3	10/23/2020
Community Outreach Meeting Documentation	IFL_Attachment_C_Redacted_Outreach_Meeting_Documentation.pdf	pdf	5fa9af193bf49c082a426359	11/09/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date

Plan for Positive Impact	IFL_Attachment_5_Positive_Impact_Plan.pdf	pdf	5fa43e854a2789086108ca3c	11/05/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Board Member **Other Role:** CEO

First Name: Gordon **Last Name:** Lewis **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Board Member **Other Role:**

First Name: Elizabeth **Last Name:** Lewis **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Board Member **Other Role:** COO

First Name: Bradley **Last Name:** Francis **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	IFL_Good_Standing_Secretery_Commonwealth.pdf	pdf	5f35a41a971c7c07c0434196	08/13/2020
Department of Revenue - Certificate of Good standing	IFL_Good_Standing_DOR.pdf	pdf	5f68d193d4713f079b923301	09/21/2020
Articles of Organization	IFL_Articles_of_Organization.pdf	pdf	5f68d69fa54dc507c1f50d88	09/21/2020
Bylaws	IFL_Operating_Agreement_2020.pdf	pdf	5f6a0b4f7e8b3807d9e5daf0	09/22/2020
Secretary of Commonwealth - Certificate of Good Standing	IFL_DOUA_Attestation.pdf	pdf	5f8f3e2ee2cc3d396a45583b	10/20/2020

No documents uploaded

Massachusetts Business Identification Number: 001336269

Doing-Business-As Name: CROP

DBA Registration City: Framingham

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	IFL_Attachment_7_Proposed_Timeline.pdf	pdf	5f6a60658012da07a0d928dd	09/22/2020
Business Plan	IFL_Attachment_6_Business_Plan.pdf	pdf	5f6a6267a54dc507c1f512e5	09/22/2020
Plan for Liability Insurance	IFL_Attachment_8_Plan_For_Obtaining_Insurance.pdf	pdf	5f6a66e8a54dc507c1f51315	09/22/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	IFL_Attachment_9_Plan_Obtaining_Marijuana.pdf	pdf	5f6b88969193d007a2193e7b	09/23/2020
Prevention of diversion	IFL_Attachment_12_Prevention_of_Diversion.pdf	pdf	5f6b88b6e4c06f07e61d0b0d	09/23/2020
Transportation of marijuana	IFL_Attachment_14_Transportation_of_Marijuana.pdf	pdf	5f6b88c511982107a722fb39	09/23/2020
Record Keeping procedures	IFL_Attachment_19_Recordkeepig_Procedures.pdf	pdf	5f76b16b73481907b14c9272	10/02/2020
Storage of marijuana	IFL_Attachment_13_Storage_of_Marijuana.pdf	pdf	5f76b179be635707e886d6a6	10/02/2020
Inventory procedures	IFL_Attachment_15_Inventory_Procedures.pdf	pdf	5f76b1a6564e5f07d034be5a	10/02/2020
Quality control and testing	IFL_Attachment_16_Quality_Control_and_Testing.pdf	pdf	5f76b1b611982107a723176f	10/02/2020
Energy Compliance Plan	IFL_Attachment_22_Energy_Compliance_Plan.pdf	pdf	5f77444fe3e99907b865b5c6	10/02/2020
Maintaining of financial records	IFL_Attachment_23_Maintenance_Financial_Records.pdf	pdf	5f774459564e5f07d034bf54	10/02/2020
Restricting Access to age 21 and older	IFL_Attachment_10_Restricting_Access_21.pdf	pdf	5f8f46e8a0fb0939041fd0ff	10/20/2020
Security plan	IFL_Attachment_11_Security_Plan.pdf	pdf	5f8f47e3cdad0b38f56c1549	10/20/2020
Dispensing procedures	IFL_Attachment_17_Dispensing_Procedures.pdf	pdf	5f8f47eed691d0398fcf813f	10/20/2020
Personnel policies including background checks	IFL_Attachment_18_Personnel_Policies.pdf	pdf	5f8f47f688d19a399a5ca577	10/20/2020
Qualifications and training	IFL_Attachment_21_Qualifications_Training.pdf	pdf	5f8f5121e2cc3d396a4558c8	10/20/2020
Diversity plan	IFL_Attachment_20_Diversity_Plan.pdf	pdf	5fa43c63a75869080486b646	11/05/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:30 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Gordon Lewis, as an authorized representative of Innovative Flower, LLC, d/b/a CROP certify that the applicant has executed a host community agreement with the City of Framingham pursuant to G.L.c. 94G § 3(d) on September 30, 2019 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Mayor Yvonne M. Spicer, certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Framingham to certify that the applicant and the City of Framingham has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Sept. 30, 2019 (*insert date*).

Yvonne M. Spicer

Signature of Contracting Authority or
Authorized Representative of Host Community

655 COCHITUATE ROAD

Framingham, MA

Attachment #4

PLAN TO REMAIN COMPLIANT

Innovative Flower LLC

CROP

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CROP

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Section 1
Plan to Remain Compliant with Local Ordinances

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1.1 Ordinance Compliance - Summary

CROP has developed a plan to remain compliant with local ordinances pursuant to CITATION. This plan will be reviewed and updated, if necessary, no less than annually. To ensure compliance with the plan, CROP will conduct internal inspections, at random, no less than once per quarter, by the Chief Operating Officer and/or the Director of Operations. Internal inspections will be conducted by reviewing and/or verifying compliance with requirements outlined in a predetermined checklist pertaining to the relevant codes, ordinances, and bylaws, which may vary from time to time. Any deficiencies encountered during an internal inspection will be addressed immediately through the modification of policies, procedures, processes, training and equipment. A current table of relevant codes, ordinances, and bylaws is contained below. In addition to internal inspections, CROP will continue to coordinate with designated City officials to ensure that its operations positively impact the community. Pursuant to the City of Framingham General By-Law, all marijuana establishments must obtain an Operating Permit, issued by the Framingham Department of Health, prior to commencing sales. This Operating Permit must be renewed annually. At the time of this application, the City of Framingham requires no other renewable permits. In addition to the Operating Permit, the City of Framingham requires standard building and occupancy permits associated with construction milestones.

Compliance Table	
City of Framingham General By-Law Article VIII Section 9	Establishes the Marijuana Operating Permit issued by the Framingham Department of Public Health
City of Framingham General By-Law Article V	Prohibits public consumption
City of Framingham Zoning By-Law Section VI (F)	Requirement for Site Plan Review
City of Framingham Zoning By-Law Section II (B)	Table of Uses – Establishes Marijuana Overlay District

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1.2 Zoning Compliance - Site Plan

Innovative Flower has secured a 7,200 SF building located at 655 Cochituate Rd, Framingham for use as its Retail Marijuana Establishment. The subject parcel (ID 084-77-1076) has an area of approximately 48,350 square feet (1.1 acres); is zoned M-1; located within the Marijuana Retail Establishment Overlay District; and is presently improved with two buildings: (1) a one-story building to be occupied by Innovative Flower, (2) a two-story retail + warehouse building occupied by Central Pools. The property is owned by Clairmont Realty, LLC, whom also owns and operates Central Pools, a pool supply/service store which has been in business for over thirty years. Innovative Flower intends to make extensive building improvements and occupy building #1. Innovative Flower has retained the services of local zoning & land-use expert, Paul Galvani to represent its interests and ensure that the project doesn't have a negative impact on its neighbors, or the community. Mr. Galvani has been a practicing land-use & zoning attorney in Framingham for over 30 years.

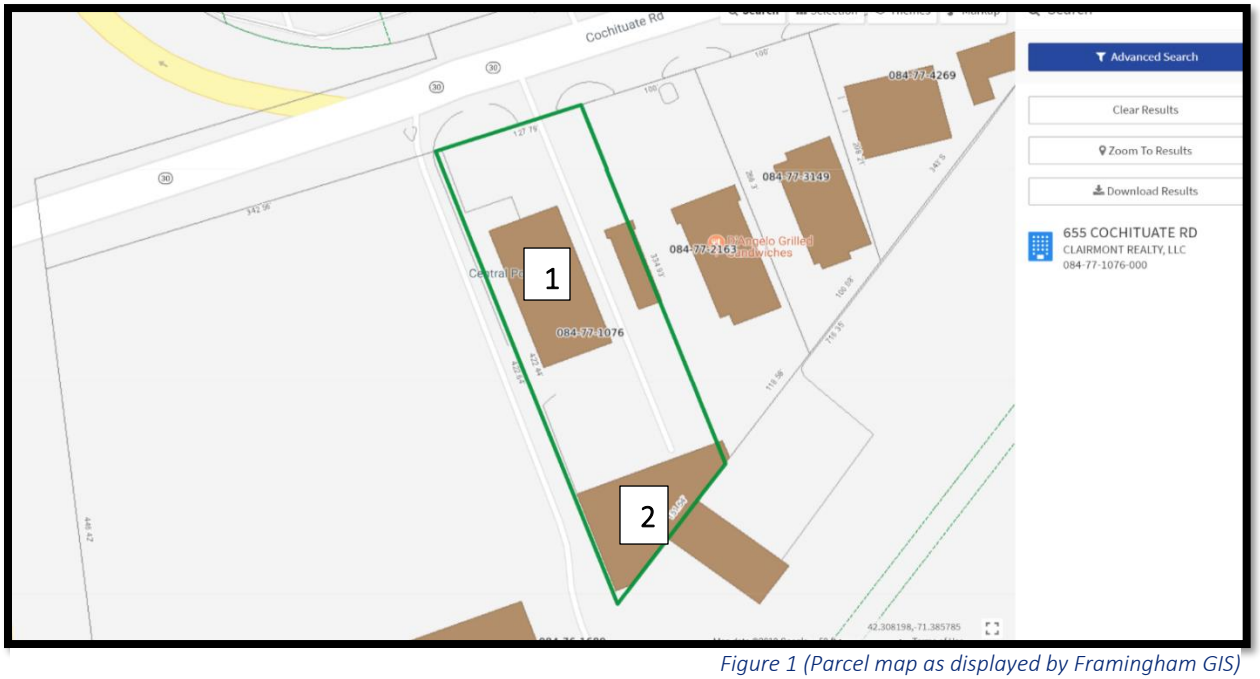

Figure 1 (Parcel map as displayed by Framingham GIS)

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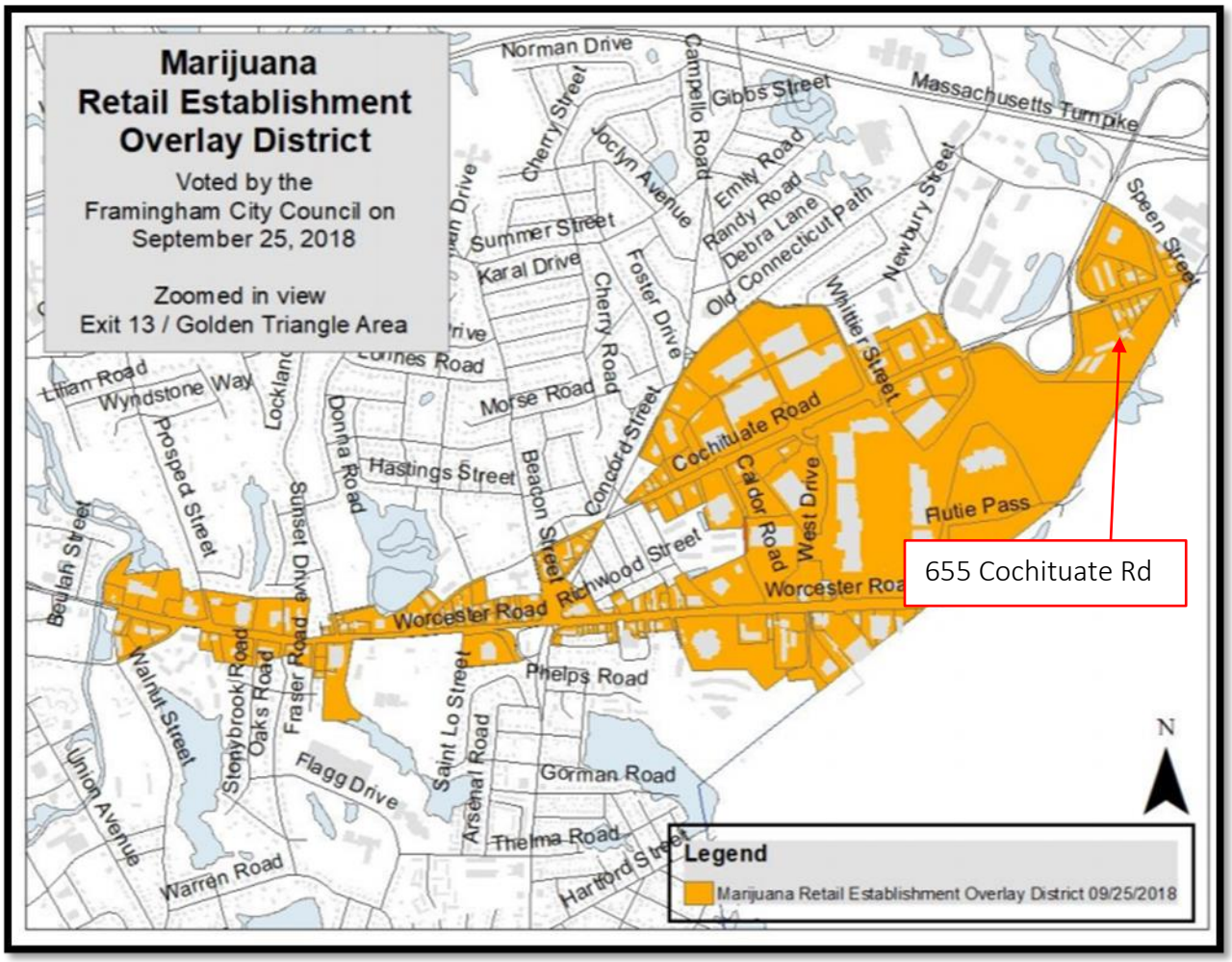
1.3 Zoning Compliance – Overlay District

In September 2018 the Framingham City Council voted to approve a Zoning By-Law establishing an Overlay District for Marijuana Retail Establishments (shown in figure 2 below). In October 2018, Mayor Spicer approved the By-Law. We contend that 655 Cochituate Rd falls within the Overlay District for Marijuana Retail Establishments, as shown below, and therefore is properly zoned to allow marijuana retail sales



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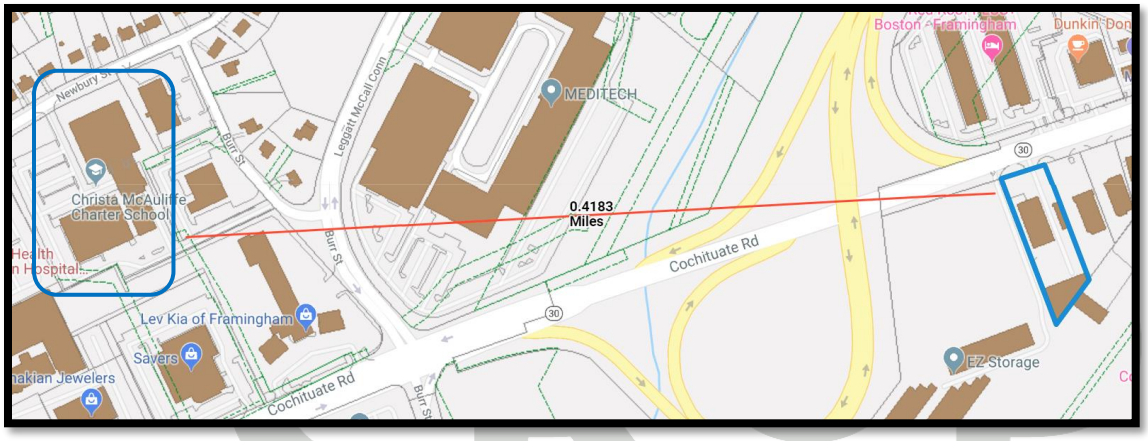
1.3 Zoning Compliance – Schools

Pursuant to 935 CMR 500.110(3), 655 Cochituate Rd is not located within 500 feet of any preexisting public or private school providing education in kindergarten or any of grades one through twelve. The closest school meeting the aforementioned description is the Christa McAuliffe Charter School located at 139 Newbury St. Framingham. As measured from the closest property boundary to property boundary of the school, there is more than 1,900 Feet of distance separating the proposed site from the school, thus exceeding the 500' requirement by almost 4x. The following figures demonstrate the distance between 655 Cochituate Rd to the Christa McAuliffe School; and also demonstrates no other schools within 1,000'.



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1.4 Municipal Coordination (Steps Taken)

In support of its marijuana application CROP has coordinated with several City departments including: Mayors Office, City Solicitor, Planning Board, Planning Administrator, Department of Health, Police, and Fire. A majority of these communications centered around processes for (1) Site Plan Approval by the Planning Board; (2) Selection by the Marijuana Advisory Team to receive an HCA; (3) Communication, via City Solicitor, to draft the HCA. The City of Framingham formed a Marijuana Advisory Team to evaluate potential Marijuana Establishment Applications and advise the Mayor on final selection prior to executing Host Community Agreements. As part of the application process, CROP was interviewed, in person, by the Marijuana Advisory Team and corresponded with other City officials in support of this application. To date, CROP has received approval of its plans by the Police Chief, Fire Chief, Mayor, and the Planning Board. The City is well aware of, and supports, CROPs efforts to become provisionally licensed through the CCC as a Marijuana Retailer at 655 Cochituate Road in Framingham.

CROP

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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): 6/29/2020
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: 6/12/20

   b. Name of publication: MetroWest Daily 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: 6/15/20

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: 06/12/2020

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:

Innovative Flower

Name of applicant's authorized representative:

Gordon Lewis

Signature of applicant's authorized representative:

ATTACHMENT B

CROP

CITY OF FRAMINGHAM
CITY CLERK'S OFFICE

2020 JUN 15 P 4: 28

Gordon Lewis
655 Cochituate Road
Framingham, MA 01701
June 12, 2020

City of Framingham
City Clerk
150 Concord St
Room 105
Framingham, MA 01702

Dear Lisa Ferguson,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday June 29, 2020 at 6:00 PM at 655 Cochituate Road Framingham, MA 01701. The proposed Marijuana Retailer is anticipated to be located at 655 Cochituate Rd, Framingham, MA, 01701. There will be an opportunity for the public to ask questions.

Information presented at the community outreach meeting, which shall include, but not be limited to:

1) The type(s) of Marijuana Establishment to be located at the proposed
2) Information adequate to demonstrate that the location will be maintained securely;
3) Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
4) A plan by the Marijuana Establishment to positively impact the community;
5) Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6) An attestation that community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Sincerely,

Gordon Lewis

655 COCHITUATE ROAD

Framingham, MA

Attachment C

COMMUNITY OUTREACH MEETING DOCUMENTATION

Innovative Flower LLC

CROP

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Section 1
Community Outreach Meeting Documentation

CROP

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1.1 Abutter Copy – Outreach Meeting Notice

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CROP

Gordon Lewis
655 Cochituate Road
Framingham, MA 01701
June 12, 2020

[redacted]

Dear [redacted],

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday June 29, 2020 at 6:00 PM at 655 Cochituate Road Framingham, MA 01701. The proposed Marijuana Retailer is anticipated to be located at 655 Cochituate Rd, Framingham, MA, 01701. There will be an opportunity for the public to ask questions.

Information presented at the community outreach meeting, which shall include, but not be limited to:

1) The type(s) of Marijuana Establishment to be located at the proposed
2) Information adequate to demonstrate that the location will be maintained securely;
3) Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
4) A plan by the Marijuana Establishment to positively impact the community;
5) Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6) An attestation that community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Sincerely,

Gordon Lewis

CROP

Gordon Lewis
655 Cochituate Road
Framingham, MA 01701
June 12, 2020

[redacted]

Dear [redacted],

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6) An attestation that community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Sincerely,

Gordon Lewis

CROP

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1.2 Certified Abutter List

CROP

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ATTACHMENT C

FRAMINGHAM

2019 FEB 22 PM 12:16
Board of Assessor's Stamp

City of Framingham

Memorial Building, 150 Concord Street
Framingham, MA 01702
(508) 532 - 5415

REQUEST FOR ABUTTERS

Date of Request: 02/12/2019

Property owner: Robert Orfaly

Property location: 655 Cochituate Road

Parcel ID: MAP 084 BLOCK 77 LOT 1076

Please Specify Radius: 310 Feet

Requesting Board/Department: _____
(ABUTTERS LIST WILL BE DELIVERED TO ABOVE REFERENCED BOARD/DEPARTMENT)

APPLICANT INFORMATION:

Name: Innovative Flower LLC

Address: 913 W. Falmouth Highway
Falmouth, MA 02540

Phone: (617) 549-7518

Email Address: gordon@cropna.com

***FEE: $45.00 per list (per parcel), payment due at time of request. Check is payable to CITY OF FRAMINGHAM.**
(* additional fee(s) may apply, if non-standard list is requested)

THE LIST IS VALID FOR 90 DAYS FROM CERTIFICATION DATE. BOARD OF ASSESSORS RESERVES 10 WORKING DAYS TO PROVIDE ALL CERTIFIED LISTS OF ABUTTERS.

November 15, 2018

CK # 117

655 COCHITUATE RD
ABUTTERS 310 FT

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
073-78-1793-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
083-67-9574-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-76-1689-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-77-1076-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-77-2163-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-77-2564-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-77-3149-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-77-4269-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
084-77-4554-000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

THIS IS A CERTIFIED ABUTTERS LIST FROM THE TOWN OF FRAMINGHAM. WE CERTIFY THAT ALL THE NAMES AND ADDRESSES OF ALL PROPERTY OWNERS ARE ACCURATE TO THE BEST OF OUR KNOWLEDGE.

Office of the Board of Assessors Date

2-25-2019

ATTACHMENT C

1.3 Proof of Mailing – Outreach Meeting Notice

CROP

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certificate of Mailings

ATTACHMENT C

	Owner	Owner Line 2	StreetAddress	City	State	Zip
1	[redacted]					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

SACO, MAINE
JUN 12 2020
USPS

UNITED STATES POSTAL SERVICE

0000

U.S. POSTAGE PAID
SACO, ME
04072
JUN 12, 20
AMOUNT
$6.02
R2303S102677-20

SACO
225 MAIN ST
SACO, ME 04072-9998
227395-0072
(800)275-8777
06/12/2020 01:51 PM

Product	Qty	Unit Price	Price
PurpleHeartMedal	14	$0.55	$7.70
CTOM - Firm - Domestic	14	$0.43	$6.02
Total:			$13.72

Debit Card Remit'd $13.72
(Card Name:VISA)
(Account #:XXXXXXXXXXX5974)
(Approval #)
(Transaction #:357)
(Receipt #:024591)
(Debit Card Purchase:$13.72)
(Cash Back:$0.00)
(AID:A0000000980840 Chip)
(AL:US DEBIT)
(PIN:Verified)

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

Receipt #: 840-50400049-2-3792149-2
Clerk: 20

655 COCHITUATE ROAD

Framingham, MA

Attachment #5

PLAN FOR POSITIVE IMPACT

Innovative Flower LLC

CROP

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Section 1
Plan for Positive Impact

CRop

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1.1 Goals

CROP agrees with the belief that equity is the recognition and accommodation of differences through fairness in process and result to prevent the continuation of an inequitable status quo. In order to achieve such equity in its business, CROP has identified specific goals that will make a positive impact on 3 out of 5 groups identified by the CCC as populations of disproportionately harmed people. CROP Plans to target, specifically: **Boston, Lowell, Worcester, Quincy, Brockton, and Braintree**. The goals are outlined below:

1. Recruit, through hiring preferences, 10% of its Framingham workforce that qualify as "past or present residents of areas of disproportionate impact" as defined by the CCC.

2. Source 10% of its wholesale purchases (by dollar amount) from marijuana establishments that are designated by the CCC as (1) Certified Economic Empowerment Applicants, or (2) Social Equity Program participants.

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1.2 Programs

CROP Plans to target, specifically: **Boston, Lowell, Worcester, Quincy, Brockton, and Braintree**. In order to achieve the goals described in Section 1.2 above, CROP will implement the following programs:

1. Priority Placement Program (PPP)

CROPs Priority Placement Program will ensure representation in the cannabis industry to people that have been disproportionately harmed by cannabis prohibition. Eligibility for priority placement under this program will be certified by CROP and applicants must provide proof certifying their status as "past or present residents of the geographic areas of disproportionate impact", as defined by the CCC at the time of application. Upon successful certification, applicants will become designated participants in the Priority Placement Program. As a participant in the PPP, applicants will undergo identical screening processes as non-PPP applicants, except that they will be given three additional merit points which will be used in making the final hiring decision. The architecture of CROPs hiring process is one that minimizes bias and maximizes the organizations ability to recognize the true value of candidates with diverse backgrounds and experiences. Hiring decisions will be made based on a total of "merit points" awarded during the hiring process. Applicants with the highest number of Merit Points among a pool of other applicants will be selected to receive job offers over applicants with a lower number of Merit Points. Merit points will be awarded across five categories including: relevant experience, interview strength, and diversity, among others. Applicants will be awarded up to three merit points for each category. Specifically, for the PPP, participants will receive, on top of their cumulative score, either (1) three points for participation; or (2) zero points for non-participating applicants. This equates to a 20% advantage over other applicants for disproportionately harmed individuals. In order to ensure PPP success, CROP plans to utilize targeted recruiting practices to seek out disproportionately harmed candidates. **The targeted recruiting practices will occur each time the company seeks to fill a vacancy with external candidates, which the company anticipates will happen twice annually,** and will include seeking candidates from: (1) community partners such as Universities and Veterans Centers; (2) Professional Organizations such as the Massachusetts Association of Community Development Corporations; (3) Virtual career fairs for targeted groups; and (4) Social media recruitment tools such as LinkedIn.

2. Disadvantaged Supplier Program (DSP)

CROPs Disadvantaged Supplier Program (DSP) will ensure representation of revenue generation to people and/or entities that have been disproportionately harmed by cannabis prohibition. Specifically, CROP will designate, to its approved vendor list, licensed marijuana establishments that were either (1)

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Certified Economic Empowerment Applicants; or (2) Social Equity Program participants. Upon successfully completing CROPs Supplier Evaluation Questionnaire, and successfully certifying CROPs vendor standards, including: QAP, Storage & Transportation requirements, Packaging & Labeling standards, eligible suppliers will be designated as DSP participants. As participants in the DSP, suppliers will receive priority review for purchase orders. DSP suppliers that offer products meeting CROPs brand and product standards will receive purchase order priority over other suppliers. On average CROP plans to designate 10% of all wholesale purchases to DSP suppliers. Depending on factors such as stock availability, MOQs, and demand, CROP may purchase more or less than 10% of its wholesale from DSP suppliers in a given month, with special attention to the rolling average. **At a minimum, CROP will purchase from DSP suppliers once per quarter.**

CROP

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1.3 Measurements

CROP will use quantifiable metrics to measure the success of its positive impact programs. These metrics will be reported annually, at minimum, and used to measure success of CROPs programs. The metrics are outlined below by corresponding program number.

1. Priority Placement Program (PPP)

CROP is committed to building a workforce that leads it peers in diversity and inclusion. As such, the metrics for this program will be internally tracked each quarter by HR and the COO and reported annually in the company Diversity & Inclusion Report. CROP will track the following metrics for this program:

1. Total number of employees, classified by job title, at the company – data retrieved from the company census and payroll records.
2. Total number of employees designated PPP, classified by job title, at the company – data retrieved from the company census and payroll records.
3. Total number of new hires designated PPP, classified by job title, at the company – data retrieved from the company census and payroll records.
4. Total number of employee exits designated PPP, classified by job title, at the company – data retrieved from the company census and payroll records.

2. Disadvantaged Supplier Program (DSP)

This program will be tracked monthly by the Sales Manager who will create an annual plan for achieving this goal and will report internally against that plan monthly. The performance will be reviewed by the COO quarterly, and will be included by the CEO in CROPs annual report. CROP will track the following metrics for this program:

1. Total wholesale sales, classified by product category – data retrieved from the company accounting system and/or POS.
2. Total wholesale sales of DSP participants, classified by product category – data retrieved from the company accounting system and/or POS.
3. Total wholesale sales of DSP participants, classified by DSP participant ME License Number – data retrieved from the company accounting system and/or POS.

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1.4 Affirmations

Pursuant to the Cannabis Control Commission's *Guidance on Plans to Positively Impact Disproportionately Harmed People,* Revised 1/16/2020, CROP hereby declares the following:

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

CROP

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The Commonwealth of Massachu

Secretary of the Commonwealth

State House, Boston, Massachusetts 0213

William Francis Galvin
Secretary of the
Commonwealth

July 14, 2020

TO WHOM IT MAY CONCERN:

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

INNOVATIVE FLOWER LLC

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

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

I also certify that the names of all managers listed in the most recent filing are: **GORDON LEWIS**

I further certify, the names of all persons authorized to execute documents file office and listed in the most recent filing are: **GORDON LEWIS**

The names of all persons authorized to act with respect to real property listed i recent filing are: **NONE**

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

Secretary of the Commonwealth

Processed By:BOD

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

mass.gov/dor

Letter ID: L0791678528
Notice Date: September 2, 2020
Case ID: 0-000-572-595

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

INNOVATIVE FLOWER LLC
913 W FALMOUTH HWY
FALMOUTH MA 02540-2179

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, INNOVATIVE FLOWER 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, 8:30 a.m. to 4:30 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

The Commonwealth of Massachusetts
William Francis Galvin

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

Minimum Fee: $500.00

Special Filing Instructions

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001336269

1. The exact name of the limited liability company is: INNOVATIVE FLOWER LLC

2a. Location of its principal office:
No. and Street: 913 W. FALMOUTH HIGHWAY
City or Town: FALMOUTH State: MA Zip: 02540 Country: USA

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

No. and Street: 913 W. FALMOUTH HIGHWAY
City or Town: FALMOUTH State: MA Zip: 02540 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:
RETAIL SALES

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: MICHAEL P. LEWIS
No. and Street: 913 WEST FALMOUTH HIGHWAY
City or Town: FALMOUTH State: MA Zip: 02540 Country: USA

I, MICHAEL P. LEWIS 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	GORDON LEWIS	10 HARBOR DRIVE KENNEBUNKPORT, ME 04046 UNI

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

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

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

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

9. Additional matters:
THIS ENTITY WILL CONDUCT BUSINESS AS INNOVATIVE FLOWER LLC D/B/A CROP RETAIL OF MA

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of August, 2018,
GORDON S. LEWIS

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

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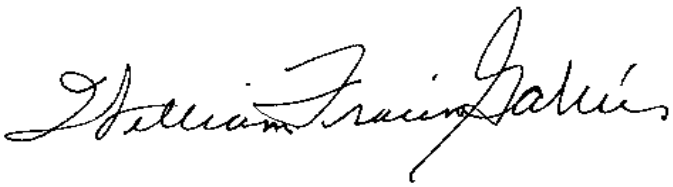
THE COMMONWEALTH OF MASSACHUSETTS

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

August 09, 2018 11:02 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Innovative Flower LLC

(DBA Crop)

A LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

September 22, 2020

(Amended)

THE SHARES DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THEY ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS, INCLUDING RULE 504 UNDER REGULATION D AND SECTION 4(a)(2) OF THE SECURITIES ACT. THE SHARES DESCRIBED IN THIS AGREEMENT ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE AGREEMENT. FURTHERMORE, THE SHARES MAY NOT BE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.

OPERATING AGREEMENT OF INNOVATIVE FLOWER LLC

THIS OPERATING AGREEMENT (as it may be further amended from time to time in accordance with its terms, the "Agreement") is entered into as of the 10th day of August, 2018 (or if later, the date set forth on each Shareholder's counterpart signature page to this Agreement), by and among Innovative Flower LLC, a Massachusetts limited liability company (the "Company") and the undersigned Persons who comprise all of the members of the Company as of the date hereof (together with any and all future members, each a "Shareholder" and collectively the "Shareholders"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 below.

PRELIMINARY STATEMENT

Innovative Flower LLC (the Company) was formed on or about August 9th, 2018 by the filing of the Certificate with the Commonwealth of Massachusetts pursuant to the Act. The purposes of this Agreement are to (i) provide for the admission of a limited number of Persons as Class A , Class B, and Class C Shareholders; (ii) set forth the rights and obligations of the Shareholders and the Company and (iii) adopt this Agreement as the operating agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of the Directors or the Shareholders are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall govern unless prohibited by the Act.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Shareholders hereby agree as follows:

SECTION 1. Definitions. The capitalized terms not otherwise defined herein shall have the following meanings:

"Acquired Assets" means assets licensed in to or purchased outright by the Company.

"Act" means the Limited Liability Company Act of the Commonwealth of Massachusetts, as amended and in effect from time to time.

"Adjusted Capital Account" means the balance in the Capital Account maintained for each Shareholder as of the end of each Fiscal Year, and further (i) increased by any amounts which such Shareholder is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in Treasury Regulations Sections 1.7041(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.7041(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, as to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person, whether by equity ownership, contract or

otherwise; or in the case of a natural Person, the spouse of such Person and their respective parents, issue and siblings. (For purposes of this definition, the term "control" means the legal right or practical ability to control or materially influence the management, financial or operating decisions of such Person).

"Affiliate Company" means, as to the Company, any other Company which directly or indirectly controls, is controlled by or is under common control with the Company, whether by equity ownership, contract or otherwise. (For purposes of this definition, the term "control" means the legal right or practical ability to control or materially influence the management, financial or operating decisions of such Person).

"Available Cash Flow" has the meaning set forth in Section 10.1.

"Cannabis" means marijuana.

"Cannabis Accessories" means any Cannabis-related product not containing Cannabis.

"Cannabis Products" means any product containing marijuana.

"Capital Account" means the capital account established and maintained for each Shareholder pursuant to the provisions of this Agreement and Treasury Regulations 1.704-1(b).

"Capital Contribution" means, as to each Shareholder, (i) the amount of cash (or the agreed fair market value of property) contributed to the capital of the Company as a condition precedent to the issuance of such Person's Shares and (ii) any subsequent capital contribution made by the Shareholder to the Company.

"Capital Transaction" means a revaluation of the Company, a refinancing of the Company, a sale of substantially all of the assets of the Company, any transaction in contemplation of liquidation of the Company, or a merger in which the Company is not the surviving entity.

"Certificate" means the certificate of formation of the Company filed with the Commonwealth in accordance with the Act, as amended or restated from time to time.

"Chairman of the Board" has the meaning set forth in Section 8.2.

"Class A Shareholder(s)" means the holder(s) of the issued and outstanding Class A Shares.

"Class A Share(s)" means the voting common Class A Shares of the Company, as further described in Section 9.2.

"Class B Shareholder(s)" means the holder(s) of the issued and outstanding Class B Shares.

"Class B Share(s)" means the voting common Class B Shares of the Company, as further described in Section 9.3.

"Class C Grant Agreement" has the meaning set forth in Section 9.4.

"Class C Shares" means the non-voting Class C Shares of the Company, as further described in Section 9.4.

“CEO” has the meaning set forth in Section 8.2.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Common Shareholder(s)” means the holder(s) of any issued and outstanding Class A Shares, Class B Shares or Class C Shares.

“Commonwealth” means the Commonwealth of Massachusetts.

“Company” is defined in the Preliminary Statement set forth above.

“Consent” means, (i) with respect to the voting Shareholders a vote of Shareholders holding at least a majority of the outstanding voting Shares, either taken at a meeting of such Shareholders duly called and held or by the written consent of such Shareholders in lieu of a meeting or (ii) with respect to the Directors, a vote of a majority of the Directors then in office taken at a meeting of the Board of Directors, duly called and held at which a quorum was present and voting or by unanimous written consent of the Directors then in office, in lieu of such a meeting.

“Corporate Affiliate” means any closely-related company supplying Managed Services, Cannabis or Cannabis Products to the Company.

“Director” or “Board of Directors” means the Person(s) responsible for the management of the Company, including any Person designated as a manager or Director in the Certificate and any Person subsequently appointed as a Director pursuant to this Agreement. For the purposes of this Agreement, the term “Director” is intended to have the same meaning as the term “manager” as used in the Act.

“Dollars” or “$” mean U.S. Dollars.

“Intellectual Property” means any legal rights available under patent, copyright, trade secret or trademark law or any other similar statutory provision or common law doctrine in the United States or anywhere else in the territories where the Company’s rights may be legally protectable, including without limitation all domain names, designs, technology, formulae, algorithms, procedures, methods, business processes, techniques, ideas, know-how, results of research and development, software, tools, data, market studies, business plans, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in or displayed by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

“Managed Services” means the delivery and continuing maintenance and onsite support by the Company of services as defined specifically in a standard Services Agreement between the Company and its Affiliate Companies and occasional unaffiliated companies. Such services may include the delivery, setup, maintenance and support of leased, rented or Company-owned equipment, facilities, leaseholds, hardware, software, IT, HVAC systems, cleaning and maintenance services and supplies, packaging goods, etc., as may be defined in the services agreement.

“Percentage Interest” means, with respect to each Shareholder, the fraction, expressed as a percentage, the numerator of which is the number of issued and outstanding Shares, regardless of class or series,

held by such Shareholder, and the denominator of which is the total number of the Company's issued and outstanding Shares, regardless of class or series.

"Person" means any natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Plan" means an equity incentive or similar plan adopted by Consent of the Directors pursuant to the terms of which certain Class C Shares may be issued as Profits Interests from time to time to qualified employees, other service providers and strategic partners of the Company pursuant to a Class C Grant Agreement.

"Profits or Losses" means for each fiscal year or other period, an amount equal to the Company's income or loss for such fiscal year or period (computed according to the method of accounting for maintaining Capital Accounts), adjusted in accordance with applicable provisions of the Code and Treasury Regulations.

"Profits Interests" mean any Shares of the Company designated by the Directors as "profits interests" within the meaning of IRS Revenue Procedure 93-27 and unless otherwise determined by the Consent of the Directors will be issued pursuant to the Plan and Grant Agreement.

"Reserves" means funds or amounts set aside or otherwise allocated for (i) the payment of the debts or expenses of the Company, including future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company's business or (ii) for such other purposes as the Directors may from time to time determine to be appropriate in their reasonable business judgment, including without limitation working capital reserves, reserves for capital expenditures and reserves for the growth and expansion of the Company and its Affiliates.

"Section 707 Payments" means payments made to Shareholders which payments (i) are required to be treated as so-called "guaranteed payments" under Section 707 of the Code and (ii) do not constitute distributions of Available Cash Flow for the purposes of Section 10.2 hereof.

"Shareholder" means a Class A Shareholder, a Class B Shareholder, a Class C Shareholder or the holder of any future class or series of Shares and / or a Shareholder generally, as the context may require. For the purposes of this Agreement, the term Shareholder is intended to have the same meaning as the term "member" as used in the Act.

"Shares" means the equity membership interests of the Company, which for purposes of this Agreement have been divided into shares, including without limitation Class A Shares, Class B Shares, Class C Shares and any other class or series of shares subsequently authorized and issued by the Directors in accordance with the terms of this Agreement.

"Share Register(s)" means the register(s) maintained with the records of the Company which set forth, by Class or Series of Shares, the names of the Shareholders of the Company, the number of Shares held by each and such other information as the Directors deem to be advisable, as the register(s) may be amended from time to time to reflect the issuance, redemption or transfer of Shares.

"Target Capital Account" means the balance in the Capital Account maintained for each Shareholder as of the end of each Fiscal Year, increased by any amounts which such Shareholder is obligated to restore

pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

"Transfer" means, with respect to any Shares or any interest therein, any direct or indirect sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, gift or other disposition, whether voluntary or by operation of law and whether or not for consideration.

"Treasury Regulations" means the U.S. Department of the Treasury regulations promulgated under the Code.

"Unreturned Capital" means, with respect to any Shareholder, the aggregate Capital Contributions of such Shareholder, less the aggregate amount of all distributions to the Shareholder pursuant to Sections 10.2, but excluding Section 707 Payments and tax distributions governed by Section 10.4.

SECTION 2. Name. The name of the Company is set forth in the Preliminary Statement. The name of the Company may be changed from time to time with the Consent of the Shareholders as provided in the Act.

SECTION 3. Purposes. The purposes for which the Company was organized are to engage, directly or indirectly, in the business of selling products and services, including but not limited to those related to Cannabis and Cannabis Accessories. The Company may engage in activities which are incidental or otherwise related to the foregoing purposes, but it shall not engage in any other business or commercial activities without the prior written approval of sixty-seven percent (67%) of the Class B Shareholders.

SECTION 4. Business Address. The business address of the Company as of the date hereof is 913 West Falmouth HWY, Falmouth, MA 02540. The Directors may change the Company's business address at any time and from time to time without amending this Agreement, unless otherwise provided by the Act. The Company may maintain such additional offices at such other places as the Directors may hereafter determine.

SECTION 5. Resident Agent and Resident Office in the Commonwealth. The name and address of the Company's resident agent for service of process in the Commonwealth are set forth in the Certificate. The Directors may change the resident agent or resident office in the Commonwealth at any time without amending this Agreement, unless otherwise provided by the Act.

SECTION 6. Tax Treatment; No State Law Partnership. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Neither the Company nor any Shareholder shall take any action to cause the Company to be treated as a corporation for federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Shareholders that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws.

SECTION 7. Powers of the Company.

7.1 General Powers of the Company. Subject to the provisions of this Agreement and the Act, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper,

advisable, convenient or incidental to, or if furtherance of the purposes set forth in Section 3 above, including without limitation, the power:

(a) To conduct its business, directly and through Affiliates, franchisees or joint ventures within or outside the United States; and to carry on its operations and have and exercise all powers granted to the Company hereunder, or to limited liability companies under the Act;

(b) Directly or through its Affiliates, to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible;

(c) To enter into, perform and carry out contracts of every kind and description, including without limitation, contracts with Shareholders, any Affiliates agents, franchisees or other third parties;

(d) To purchase, take, receive, subscribe for and otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of or deal in and with, shares or other interests in or obligations of the domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies (including the power to be admitted as a Shareholder or shareholder or be appointed as a Director thereof, and to exercise the rights to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or any other government, state, territory, governmental district or municipality or any foreign government or political subdivision of any of the foregoing;

(e) To invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(f) To sue and be sued, complain and defend and participate in administrative or other proceedings;

(g) To appoint employees and agents of the Company and define their duties and fix their compensation;

(h) To indemnify any Person in accordance with the Act or this Agreement;

(i) To obtain any and all types of insurance;

(j) To make distributions of cash or property to the Shareholders from time to time, including without limitation distributions of Available Cash Flow and Equity Incentive Cash Flow;

(k) To cease its activities and cancel its Certificate;

(l) To negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(m) To borrow money and issue evidences of indebtedness; to provide credit enhancements including guaranties of the indebtedness and other obligations of third parties, to secure the same by mortgage, pledge or other lien on the assets of the Company and to issue equity securities, convertible securities and warrants and options to acquire securities of the Company;

(n) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;

(o) To make any accounting and tax elections, determine the Company's reporting position on any accounting or tax issue, and appoint a Class B Shareholder to act as the tax matters partner of the Company;

(p) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company; and

(o) To license in or license out intellectual property.

7.2 Merger; Consolidation; Conversion. The Company may merge with, consolidate or be converted into another domestic or foreign limited liability company or other business entity, upon the approval of the Shareholders in their sole discretion and otherwise in accordance with the Act and other applicable law.

SECTION 8. Management of the Company.

8.1 Meetings of the Shareholders. Meetings of the Shareholders may be called from time to time by the Board of Directors or by Shareholders holding at least fifteen percent (15%) of the issued and outstanding Shares, irrespective of Class or Series. All Shareholders shall have a right to receive notice of Shareholder meetings and to attend and participate in such meetings, but only the holders of Class A and Class B Shares shall be entitled to vote, unless otherwise provided by the terms of this Agreement or applicable law. The time and place of each meeting of the Shareholders shall be set forth in a written notice (including email notice) to Shareholders given at least two (2) and not more than thirty (30) days prior to the date of such meeting. Actions taken at a meeting of the Shareholders shall require the Consent of the Shareholders. The Shareholders may participate in a meeting of the Shareholders by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

8.2 Board of Directors; Authority; Number.

(a) Subject to the provisions of the Act and this Agreement, including Section 8.7, the Shareholders hereby agree that the business and affairs of the Company shall be managed and all such management powers shall be exercised by or under the direction of the Board of Directors, acting in each case by the Consent of the Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Directors shall have the power and authority to:

(i) Select from among the Directors elected in accordance with Section 8.3 a chairman of the board (the "Chairman of the Board") who shall preside at all meetings of the Board of Directors and Shareholders at which he or she is present. He or she shall have such authority and perform such other duties as may generally be associated with such office or as otherwise prescribed by from time to time by the Consent of the Directors. The Chairman of the Board may be removed as Chairman of the Board (but not as a Director) by the Consent of the Directors, without amendment to this Agreement.

(ii) Select from among the Directors elected in accordance with Section 8.3, the Chief Executive Officer (the "CEO") of the Company. The Board of Directors hereby delegates to the CEO the power and authority to manage the day to day business of the Company and to appoint and remove, with or without cause, all subordinate officers and employees of the Company and to establish their respective

compensation. He or she shall have such authority and perform such other duties as may generally be associated with such office or as otherwise prescribed by from time to time by the Consent of the Directors. The Board of Directors shall fix the CEO's compensation. The CEO may be removed as CEO (but not as a Director) by the Consent of the Directors.

(iii) Change the principal executive office or the principal business office in the Commonwealth from one location to another; cause the Company to be qualified to do business in any other state, territory, dependency, or foreign country and conduct business within or outside the State; designate any place within or outside the State for the holding of any Shareholders' meeting, or meetings, including annual meetings; adopt, make, and prescribe any forms of certificates of Shares, and alter such certificates from time to time as in their judgment they may deem best, provided that such forms shall at all times comply with the provisions of law.

(iv) Approve transactions not in the ordinary course of business of the Company, including without limitation, borrowing money and incurring indebtedness for the purpose of the Company and cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities;

(v) Establish Reserves, the amount of any Available Cash Flow or other distributions to be made to Shareholders from time to time in accordance with the terms hereof;

(vi) Purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(vii) Adopt from time to time such option, Share purchase, bonus or other compensation plans for Directors, officers, employees and agents of the Company and its subsidiaries as they may determine;

(b) The Board of Directors will be comprised of a minimum of three (3) and a maximum of seven (7) Directors, as determined from time to time by the Consent of the Shareholders, voting as a single class. The size of the Board may be changed from time to time without an amendment to this Agreement, so long as the total number of Directors is not less than and does not exceed the numbers set forth above. No Director need be a Shareholder of the Company or a resident of the Commonwealth.

8.3 Election of Directors. The Directors shall be elected from time to time by the Consent of the Class A and Class B Shareholders. Unless otherwise provided by Consent of the Shareholders electing such Director(s), each Director shall be elected for a term of one (1) year and thereafter until his or her successor is elected and qualified.

8.4 Vacancies and Newly-Created Director Positions; Resignation and Removal of Directors. Except as otherwise required by law, any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled by Consent of the Shareholders in accordance with Section 8.3. Any Director may resign at any time upon written notice to the Company at its principal place of business or to the chief executive officer or secretary, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director may be removed, with or without cause, by the Consent of the voting Shareholders voting as a single Class.

8.5 Meetings of the Board of Directors; Actions by Written Consent.

(a) Annual Meetings. An annual meeting of the Directors for any appointment of officers and the transaction of such other business as may properly come before the meeting shall be held at the time and place set forth in a written notice (including email notice) to the Directors given at least two (2) and not more than thirty (30) days prior to the date of such meeting. An annual meeting of the Directors may also be held, without notice, immediately following any the annual meeting of the Shareholders, or after the last adjournment thereof.

(b) Regular Meetings. Regular meetings of the Board of Directors may be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all Directors. A written notice of each regular meeting shall not be required.

(c) Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, by the CEO, by a majority of the Directors then in office or by Shareholders holding at least fifteen percent (15%) of the issued and outstanding Class A or Class B Shares. Unless waived in writing, notice of the place, date, and time of each such special meeting shall be given to each Director by mailing written notice not less than five (5) business days before the meeting or by email or telecopy given not less than thirty six (36) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

(d) Required Vote. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

(e) Action by Consent. Unless otherwise restricted by this Agreement or applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, by unanimous written consent of the Directors in lieu of such a meeting. Such written consent shall be filed with the minutes of proceedings of the Board of Directors or any committee thereof.

(f) Participation in Meetings By Conference Telephone. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

8.6 Certain Responsibilities and Powers of the Board of Directors. Except as otherwise required by law or this Agreement (including Section 8.7 hereof), the Board of Directors may exercise all such powers and do all such acts and things as they may determine, in their reasonable business judgment, to be necessary or advisable for the management of the Company and the execution of its business plan.

8.7 Certain Actions Requiring Consent of the Shareholders. Notwithstanding anything to the contrary contained in this Agreement, the following actions shall require the Consent of the voting Shareholders, voting as a single class:

(a) Entering into, in a single transaction or a series of related transactions, any merger or consolidation, sale, transfer, or other disposition of all or substantially all of its assets to any Person or other business combination involving the Company;

(b) Approval of any sale or exchange of all or substantially all of the assets of the Company or the granting of an exclusive license to an unrelated third party with respect to all or substantially all of the Company's Intellectual Property;

(c) The issuance of Shares or other securities convertible into or exchangeable for Shares, in one or a series of related transactions, such that the Persons who held a majority of the issued and outstanding voting Shares of the Company immediately before such transaction(s) hold (or will hold following the conversion or exchange of such securities into Shares) less than a majority of such voting Shares immediate thereafter.

(d) Effecting, approving, authorizing or permitting a liquidation, dissolution or winding up of the Company or any recapitalization, reorganization or sale of all or substantially all of the assets of the Company;

(e) Any decision involving (1) the filing by the Company of a voluntary bankruptcy case, (2) the making by the Company of a general assignment for the benefit of its creditors, (3) the admission in writing by the Company of its inability to pay its debts as they mature, (4) the filing by the Company of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of the Company or of all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver, or agent under applicable law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, or (5) the filing by the Company of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or statute.

8.8 Compensation of Directors. Directors may be compensated in commercially reasonable amounts for their services as Directors of the Company, as determined from time to time by the Consent of the Directors. Compensation may include but is not limited to salary and reasonable incentive or equity compensation.

8.9 Officers.

(a) Generally. The officers of the Company shall be the CEO and such subordinate officers as may be appointed from time to time by the CEO, including without limitation one or more of the following: a president, a secretary, a treasurer and one or more vice presidents. Any two or more offices may be held by the same person.

(b) Tenure and Removal of Officers. Each officer appointed by the CEO shall hold office for a term of one year and thereafter until his or her successor is appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified in the terms appointing such officer. Any officer may resign by giving written notice of his or her resignation to the CEO and / or the Chairman of the Board and such resignation shall become effective at the time specified therein.

(c) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Section 8.9.

(d) President. The president shall be the chief operating officer of the Company, subject to the supervision and control of the CEO. He or she shall have the general powers and duties of management usually vested in the office of the President and chief operating officer of a Company, and shall have such other powers and duties as may be prescribed by the Consent of the Directors.

(e) Vice Presidents. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the CEO or, if not ranked, a vice president designated by the CEO shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the CEO.

(f) Secretary. The secretary, or any assistant secretary appointed by the CEO shall keep or cause to be kept, at the principal executive office or such other place as the CEO may order, a book of minutes of all meetings of directors, committees of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the number of shares present or represented at Shareholders' meetings, and the proceedings thereof. The duties of the Secretary may or may not include attendance at meetings of the Board of Directors and the Board of Directors may appoint a temporary secretary to keep the minutes of such meetings, including one of the Directors. The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the Company's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all Shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation. The secretary shall give, or cause to be given, notice of all meetings of the Shareholders and of the board of directors required to be given by the terms hereof.

(g) Treasurer. The treasurer shall serve as the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director. The treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Company with such depositaries as may be designated by the Consent of the Directors. He or she shall disburse the funds of the Company as may be ordered by the board of directors or the chairman or President of the Company, shall render to the president and directors, whenever they request it, an account of all of his or her transactions as chief financial officer and of the financial condition of the Company, and shall have other powers and perform such other duties as may be prescribed by the Consent of the Directors.

SECTION 9. Capital.

9.1 Authorized Capital.

(a)Equity membership interests in the Company shall be divided into two or more classes or series of Shares. The total number of Shares authorized for issuance by the Company without amendment to Section 9.1 of this Agreement is Ten Million (10,000,000) Shares, of which Four Million, Nine Hundred and Twenty Thousand (4,920,000) Shares shall be voting common Class A Shares, Four Million, Two Hundred Fifty Thousand (4,250,000) Shares shall be voting common Class B Shares, and Eight Hundred

Thirty Thousand (830,000) Shares shall non-voting Class C Shares. The number and class or series of Shares outstanding, along with the purchase price or other consideration given for such Shares issued by the Company shall be set forth in the Share Registers of the Company, which shall be amended from time to time by the Directors to reflect the issuance or Transfer of Shares. Subject to the other provisions of this Agreement, including this Section 9, the Directors are authorized to issue the remaining unissued authorized capital in consideration of cash, property (including promissory notes) or services, as additional Class A Shares, additional Class B Shares, additional Class C Shares or as Shares of one (1) or more other classes or series of Shares with such rights, designations and preferences as the Directors may determine in their business judgment. Share Registers may, but need not be, attached to this Agreement.

(b) Equity membership interests in the Company shall be conditioned upon compliance with applicable laws and rules governing Marijuana Establishments, including 935 CMR 500.000 and MGL c. 94G.

9.2 Class A Shares. The holders of common Class A Shares shall have the right to vote, on the basis of one (1) vote per Share, on all matters properly voted upon by the voting Shareholders of the Company, unless by the terms of this Agreement or the Act a separate Class vote of Shares is required. Holders of Class A Shares shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement. Class A Shares may be issued as capital interests in the Company or as Profits Interests, as determined by Consent of the Directors.

9.3 Class B Shares. The holders of common Class B Shares shall have the right to vote, on the basis of three (3) votes per Share, on all matters properly voted upon by the voting Shareholders of the Company, unless by the terms of this Agreement or the Act a separate Class vote of Shares is required. Holders of Class B Shares shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement. Class B Shares may be issued as capital interests in the Company or as Profits Interests, as determined by Consent of the Directors.

9.4 Class C Shares.

(a) Class C Shares may be issued as capital interests in the Company or as Profits Interests, as determined by Consent of the Directors. The holders of Class C Shares shall have the right to receive notice of and to participate in meetings of the Shareholders of the Company, but unless otherwise expressly provided by applicable law, the holders of Class C Shares shall not be entitled to vote, unless otherwise provided by applicable law. Class C Shares which are designated as Profits Interests shall be issued pursuant to the Plan and to such Class C Share subscription agreements (the "Class C Grant Agreements") as the Directors deem to be appropriate, consistent with the Plan. If and to the extent each Class C Grant Agreement specifies the share of the Class C Shareholder in profits, losses and distributions of the Company, such Class C Grant Agreement shall constitute amendments to this Agreement. Subject to the terms of the Plan and their respective Class C Grant Agreements in the case of Profits Interests, Class C Shareholders shall be deemed to be members and Shareholders of the Company, with all of the rights (subject to all the obligations) of Class C Shareholders under this Agreement and applicable law.

(b) The holders of Class C Shares which are designated as Profits Interests shall have the rights to participate in future profits, losses and distributions of the Company in the manner set forth in this Agreement and their respective Grant Agreements, subject to any adjustments required by applicable

law to ensure that the Class C Shares continue to be treated as Profits Interests. No Class C Shares shall entitle the Shareholder to an initial capital interest in the Company in excess of the purchase price with respect to such Shares, if any. For this purpose, the Capital Account of each other Shareholder as of the date of issuance of such Class C Shares shall be adjusted to reflect any gain or loss which would be allocable if, as of the date the Class C Shares are issued, the Company's assets were sold at fair market value and the proceeds were then distributed in a complete liquidation of the Company. The Capital Contribution of a Shareholder in respect of such Person's Class C Shares in excess of the purchase price of such Shares, if any, shall be deemed to be zero. The Directors may impose other restrictions on Class C Shares and on allocations and distributions with respect thereto to the extent that in the Directors' judgment such restrictions are necessary to cause the Class C Shares to be characterized as Profits Interests. At the discretion of the Directors, the Company may make any applicable election to value the Class C Shares at liquidation value upon issuance, and each Shareholder shall be bound by any such election.

9.5 Capital Contributions. Most of the Shareholders have made Capital Contributions to the Company in consideration of the issuance of their Shares, as reflected on the books of the Company and the appropriate Share Register. With the Consent of the Directors, Shareholders may, but no Shareholder shall be required to, make additional Capital Contributions to the Company.

9.6 Issuance of Additional Shares; Other Classes or Series of Shares; Other Securities. Subject to the other provisions of this Agreement, including Sections 8.7 and 9.7, additional Shares of the Company may be issued from time to time in one or more classes or series, each of which shall have such terms, designations, preferences and other rights as may be determined by Consent of the Directors and reflected in an amendment to this Agreement adopted with the Consent of the Directors in accordance with the terms of this Section 9. Without limiting the generality of the foregoing, the Directors shall have the authority from time to time to issue common or preferred Shares in one or more classes or series, and in connection with the designation of any such class or series, to determine and fix such relative rights, powers and duties, including special voting rights and liquidation preferences (and seniority with respect to the same), and the qualifications, limitations and restrictions thereof, as shall be stated and expressed in a writing approved by the Consent of the Directors and an amendment to this Agreement adopted by the Consent of the Directors, all to the full extent now or hereafter permitted by this Agreement. Except as otherwise specifically provided in this Agreement (including the provisions of any pre-existing class or series of Shares if Shares of such class or series are then outstanding), no vote, consent, approval or other action of the Shareholders shall be a prerequisite to the issuance of any Shares of any class or series, or to the designation of any such class or series, authorized by and complying with the conditions of this Agreement, the right to any such vote, consent, approval or other action being expressly waived by all present and future Shareholders. The Board of Directors shall also have the power and authority to issue from time to time other securities in the form of debt instruments, options, warrants or securities convertible into or exchangeable for Shares of the Company.

9.7 Additional Capital from Existing Shareholders; Admission of New Shareholders; Dilution.

(a) Subject to the other provisions of this Agreement, including this Section 9, if the Directors determine in good faith that additional capital is required by the Company, the Directors shall so notify the Shareholders in writing, together with a statement of the amount of capital required and the reasons

therefor. Each of the Shareholders may, but shall not be required to, contribute additional capital to the Company, on a pro rata basis, as determined in good faith by the Directors. If less than all of the Shareholders contribute additional capital, those Shareholders who elect to contribute capital shall likewise have the right to participate as determined in good faith by the Directors in any offering of Shares to third parties. Capital Contributions shall be due and payable within the period specified in the Directors' written notice from the Directors to the Shareholders, or on such other terms as the Directors may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not contributed by existing Shareholders of the Company, additional Shares in the Company may be issued and new Persons may become Shareholders of the Company, as determined from time to time by the Directors, upon terms and conditions determined in the business judgment of the Directors to be commercially reasonable, provided that each new Shareholder shall execute a counterpart signature page or joinder to this Agreement, and agree to be bound by the terms and conditions of the Agreement, as it may be amended to reflect the terms and conditions of admission of such new Shareholders.

(c) If fewer than all of the Shareholders participate in a capital call, or if new Persons become Shareholders of the Company pursuant to this Section, the share of Shareholders in profits, losses and distributions may be adjusted when, as, and to the extent the Directors deem appropriate (which determination shall be binding upon all Shareholders absent a determination that the Directors acted in bad faith, or otherwise in breach of their fiduciary duty to the Shareholders).

(d) Notwithstanding the foregoing, if the Directors determine in their sole discretion that it is in the best interests of the Company to issue Shares or other securities to any venture capital firm, private equity fund or other strategic investor, the Directors may, upon written notice to the Shareholders, suspend the rights of the existing Shareholders to participate in such financing as otherwise provided for in this Section 9. Further, the rights set forth in this Section 9.6 shall not apply to the issuance of Class C Shares, or Class C-1 Shares, or any options or other securities in the nature of equity compensation to service providers.

9.7 Capital Accounts. A Capital Account shall be maintained for each Shareholder in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof by the Shareholder's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Shareholders. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code, including any adjustments and elections deemed appropriate by the Directors.

9.8 Withdrawals from Capital Accounts. No Shareholder shall be entitled to receive interest on or to withdraw any amount from such Shareholder's Capital Account other than as expressly provided herein. No Shareholder shall be entitled to withdraw as a Shareholder of the Company except as expressly permitted by the terms of this Agreement or the Act.

9.9 Limitation on Liability. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, 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

Shareholder, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, Director or an officer.

SECTION 10. Distributions of Available Cash Flow; Certain Guaranteed Payments.

10.1 Definition. For any particular period, the term "Available Cash Flow" as used in this Agreement shall mean the aggregate cash revenue of the Company, including without limitation, distributions from Affiliates, revenue from sales of goods or services in the ordinary course of business, royalties, interest income, the sale of capital assets in the ordinary course of business and the proceeds from any business interruption insurance, but excluding Capital Contributions from Shareholders, the proceeds from a Capital Transaction, the proceeds of any debt financing and the proceeds of any casualty, life or other insurance (unless otherwise determined by the Directors) less (i) the payment or amount accrued for payment of all current operating expenses and other current liabilities and obligations of the Company; (ii) any Section 707 Payments to Shareholders; (iii) debt service payments; and (iv) provisions for Reserves established by the Directors, but disregarding depreciation, amortization and other noncash deductions. For any particular period, Available Cash Flow and its components, including without limitation the incurring of capital expenses and reserves for reasonable working capital and other requirements and appropriate investments and reinvestments of, by or in Company, shall be determined by the Consent of the Directors and shall be binding upon all Shareholders.

10.2 Distribution of Available Cash Flow and Net Proceeds of a Capital Transaction. Subject to the provisions of Section 10.4, Available Cash Flow of the Company and the net proceeds of any Capital Transaction, if any, shall be distributed among the Shareholders from time to time, to be divided among the Class A, Class B and Class C Shareholders pro-rata, according to the number of Shares held by each, irrespective of Class of Shares (subject, in the case of Profits Interests, to the provisions of their respective Grant Agreements).

10.3 Right of Offset. The Directors shall have the right to apply any Available Cash Flow or other amounts to be distributed to a Shareholder against any amounts due from, or required to be contributed by, such Shareholder to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Shareholder. If such amounts are applied against any amount required to be contributed by any Shareholder to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

10.4 Tax Distributions. Subject to the maintenance of reasonable cash reserves, as determined by the Directors, the Company shall use commercially reasonable efforts to distribute to the Shareholders, prior to the due date for making quarterly federal and state estimated income tax payments, amounts that, in the aggregate, approximate the income taxes payable by each Shareholder with respect to taxable income or gain reasonably expected to be allocated to the Shareholder for the relevant fiscal period, minus the distributions previously received by the Shareholder for such fiscal period under Sections 10.2. Distributions shall be determined by using the highest combined marginal federal, state and local income tax rates then applicable to any individual Shareholder of the Company, based upon the most recent mailing address provided to the Company by such Shareholders, taking into account the type of income allocated and any previously allocated taxable losses that may offset later taxable income. Distributions under this Section 10.4 shall take priority over those under other provisions of this Agreement. Any payment made under this Section 10.4 to a Shareholder shall be treated as an

advance against, and shall reduce dollar-for-dollar, distributions otherwise to be made to such Shareholder under this Agreement.

10.5 Limitations on Distributions. In addition to any limitations on distributions imposed by applicable law:

(a) Notwithstanding anything in this Agreement to the contrary, the Company shall make no distributions with respect to a Profits Interest (including on liquidation of the Company) to the extent such distribution would cause or increase an Adjusted Capital Account deficit for such Shareholder with respect to such Profits Interest, or in any other circumstance in which such distribution would cause such Profits Interest to not qualify as a "profits interest" as described in I.R.S. Revenue Procedure 93-27.

(b) Subject to clause (a) above, the Company shall make no distribution with respect to unvested Shares, except as otherwise determined by the Directors.

(c) Distributions not made to a Shareholder by reason of clause (a) or (b) above, as the case may be (the "Relevant Limitation") shall be retained by the Company and paid: (i) prior to or as part of a liquidating distribution, to the Shareholder to the extent such distribution may be made to the Shareholder without violating the Relevant Limitation; or (ii) otherwise, upon a liquidating distribution, to the other Shareholders under Section 10.3.

10.6 Withholding. The Company shall withhold from payments and distributions to a Shareholder and remit to the appropriate government authority any amounts required to be withheld under the Code, Treasury Regulations, or state, local, or foreign tax law. All amounts so withheld shall be treated as paid or distributed, as the case may be, to the Shareholder pursuant to Section 10.5 for all purposes of this Agreement.

SECTION 11. Allocation of Profits and Losses.

11.1 General Allocation. Subject to the remainder of this Section 11, for each fiscal period, the Company's items of income, gain, loss, and deduction shall be allocated among the Shareholders in such a manner that, immediately after giving effect to such allocations, each Shareholder's Target Capital Account balance, taking into account all contributions by such Shareholder and distributions to such Shareholder equals, as nearly as possible, the amount of cash, if any, that would be distributed to such Shareholder if (a) all the Company's assets were sold for cash equal to their respective book values (as determined under Treasury Regulations Section 1.704-(b)(2)(iv)), reduced, but not below zero, by the amount of nonrecourse debt to which such assets are subject, (ii) all the Company's liabilities (other than nonrecourse liabilities) were paid in full, and (iii) all the remaining cash were distributed to the Shareholders under Section 10.2.

11.2 Allocations Without Economic Effect.

(a) Tax credits, nonrecourse deductions, and other items the allocation of which cannot have economic effect shall be allocated at the discretion of the Managers in a manner consistent with the Treasury Regulations under Code Section 704(b).

(b) Nonrecourse liabilities, including excess nonrecourse liabilities, shall be allocated at the discretion of the Directors in a manner consistent with the Treasury Regulations under Code Section 752.

11.3 Regulatory Allocations. The provisions of the Treasury Regulations under Code Section 704(b) relating to qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, allocations of nonrecourse deductions, allocations with respect to partner nonrecourse debt, and forfeiture allocations with respect to substantially non-vested partnership interests are hereby incorporated by reference and shall be applied to the allocation of income, gain, loss, or deduction in the manner provided in the Treasury Regulations. Notwithstanding anything to the contrary in this Agreement, the Company shall make no allocation of loss or deduction to cause or increase a Shareholder's Adjusted Capital Account deficit, and such loss or deduction shall be allocated to other Shareholder's in accordance with their positive Adjusted Capital Account balances. The Directors may, in their discretion, adjust the subsequent allocations of income, gain, losses, or deduction to prevent distortion of the economic arrangement of the Shareholders, as otherwise described in this Agreement, due to allocations resulting from the foregoing.

11.4 Income Tax Allocations.

(a) Unless otherwise determined by the Directors, a Shareholder's distributive share shall be deemed to consist of a pro rata portion of each item of income, gain, loss, or deduction required to be separately stated under Code Section 702(a).

(b) If the book value of Company property differs from its adjusted tax basis, including but not limited to by reason of a contribution of property to the Company, the revaluation of Company property, or the exercise of an option to acquire an interest in the Company, the Managers shall adjust allocations of income, gain, loss, or deduction for income tax purposes to take into account such difference by any method permitted by the Treasury Regulations under Code Section 704(c).

SECTION 12. Transfers; Assignments.

12.1 General Provisions. No Shareholder may withdraw or resign as a Shareholder or Transfer all or any portion of, or right in or to, such Shareholder's Shares in the Company, except as provided in this Section 12 and, in the case of Shares issued as Profits Interests, the provisions of any applicable Grant Agreement between the Company and the holder of such Profits Interests.

12.2 Transfers.

(a) All Transfers shall be conditioned upon compliance with applicable securities laws. As a condition precedent to any such Transfer, the Board of Directors may require that the Shareholder deliver to them an opinion of counsel satisfactory in form and substance to the Board of Directors that the proposed Transfer would not violate any applicable securities laws or result in a termination of the Company for purposes of Section 708 of the Code. All Transfers shall be by instrument in form and substance satisfactory to the Directors. Any Transfer in violation of this Agreement, to the extent permitted by applicable law, shall be null and void and shall not operate to vest any rights in the Company in any transferee; and in any event, all Shares which may be transferred by operation of law notwithstanding the provisions hereof, shall continue to be subject to the terms of this Agreement. Every permitted transferee of any Shares of the Company, as a condition precedent to such Transfer, shall execute a counterpart of or joinder to this Agreement, agreeing to become a party to and bound by the terms of this Agreement, as the same may have been amended. The transferor shall execute and acknowledge

all such instruments, in form and substance satisfactory to the Company as may be necessary or desirable to effectuate such Transfer.

(b) All Transfers shall be conditioned upon compliance with applicable laws and rules governing Marijuana Establishments, including 935 CMR 500.000 and MGL c. 94G.

12.3 Certain Transfer Rights; Right of First Refusal; Purchase Option.

(a) Rights of a Shareholder to Transfer Shares. No Shareholder shall directly or indirectly Transfer any Shares of the Company now or hereafter owned by such Shareholder, except in accordance with the terms of this Section 12.

(i) Permitted Transfers. Subject to the other provisions of this Section 12, each Shareholder shall have the right to transfer any or all of the Shares now owned or hereafter acquired by such Shareholder (A) to his spouse, parent(s) or issue, (B) with the Consent of the Directors, to a trust for the benefit of such persons, or (C) to an entity which is controlled by such Shareholder (each, a "Permitted Transferee" and collectively, the "Permitted Transferees"), provided in each case that the Permitted Transferee is not a direct or indirect competitor of the Company or any Affiliate, as determined by the Board of Directors in its reasonable business judgment. A transfer to a Permitted Transferee may be made upon death or at any time during the life of the Shareholder, provided, however, that as a condition precedent to the obligation of the Company to recognize such Transfer of Shares (i) each such Permitted Transferee shall become a party to this Agreement by executing a counterpart hereof and agreeing to be bound hereby.

(ii) Right of First Refusal.

(A) If a Shareholder proposes to Transfer, directly or indirectly, any of its Shares to a Person who is not a Permitted Transferee, then the Shareholder shall give written notice of the proposed Transfer (the "Notice of Transaction") to the Company. The Notice of Transaction shall name the proposed transferee and the Shares to be Transferred, the proposed purchase price or other consideration and all other material terms and conditions of the Transfer.

(B) The Company or its designees shall have the option, but not the obligation, to purchase from the proposed transferor all but not less than all of the Shares described in the Notice of Transaction at a price set forth in Section 12.3(b), and otherwise upon the other terms set forth in the Notice of Transaction, provided that if the proposed purchase price is payable in other than cash or the promissory note of the transferee, the Company or its designees shall be entitled to pay the fair market value of the proposed consideration. In the event the Company elects to purchase all of the Shares offered for sale, it shall give a written notice of exercise of such option to the selling Shareholder within thirty (30) days of receipt of the Notice of Transaction.

(C) Subject to the provisions of Section 12.4 and Section 12.5, if the Company or its designees do not elect to purchase the Shares pursuant to the terms hereof, the proposed transferor may, within the thirty (30) day period following the expiration of the option period described above, transfer the Shares described in the Notice of Transaction to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Notice of Transaction. Notwithstanding any of the above, all Shares transferred pursuant to the provisions hereof shall remain subject to this Agreement and such transferee shall, as a condition to such Transfer, deliver

to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(D) The sale of all or substantially all of the Shares in the Company (including pursuant to a merger or consolidation) shall be exempt from the foregoing provisions of this Section 12.3(a)(ii).

(b) Purchase Price. The purchase price of the Shares shall be the fair market value thereof, as agreed upon by the Shareholder whose interests are being transferred (or its legal representatives) and the Company, provided however that in the case of a Transfer pursuant to Section 12.3(a)(ii), the purchaser price shall be the lesser of (i) the purchase price determined under this Section 12.3(b) or the price offered by the proposed transferee. If such value is not agreed upon within fifteen (15) days after the notice of exercise is delivered, the fair market value of the Shares shall be determined in good faith, in the reasonable business judgment of the Board of Directors. If any Shareholder does not agree with the valuation of the Shares, as determined by the Board of Directors, the matter shall be decided by a qualified appraiser selected by the Board of Directors and reasonably satisfactory to the proposed transferor of the Shares.

(c) Closing. The closing shall take place on a date not later than thirty (30) days after the determination of the fair market value of the Shares to be transferred and the purchase price shall be payable in immediately available funds against delivery of any certificates evidencing the interests, endorsed in blank or with executed instruments of assignment attached, and with such warranties of title, power and authority to transfer, and other documentation necessary to vest in the Company good, clear unencumbered title to the interests, as the Company may require. All such documents shall be in form and substance satisfactory to the Company's legal counsel. Whether or not any certificates evidencing the Shares or other documents are signed and delivered in accordance with the terms hereof, upon the buyers tendering the purchase price of such Shares to the proposed transferor in accordance with the terms hereof, the Shares shall be transferred to the buyer(s), all rights of the proposed transferor as a Shareholder with respect to such Shares shall be extinguished, and the rights of the proposed transferor with respect to such Shares shall be converted to the rights of a creditor with respect to any unpaid portion of the purchase price.

(d) Tax Treatment. In the event the Company purchases the Shares of a Shareholder pursuant to the provisions of this Section 12, unless otherwise agreed upon in writing by the Company and the Shareholder, such redemption shall be governed by the provisions of Section 736(a) and not Section 736(b) of the Code.

12.4 Admission of Substitute Shareholders.

(a) Subject to the other provisions of this Agreement, an assignee of the Shares of a Shareholder of the Company (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Shares, including any transfer by operation of law) shall be deemed admitted as a Shareholder of the Company only upon the satisfactory completion of the following:

(i) The Consent of the Directors, which consent may be granted or withheld in the sole discretion of the Directors;

(ii) The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as the Director may require in order to effectuate the admission of such person as a Shareholder of the Company;

(iii) If the assignee is a Company or other form of business entity, the assignee shall have provided to the Directors evidence satisfactory to counsel to the Company of its power and authority to become a Shareholder under the terms and provisions of this Agreement;

(iv) The assignee shall have paid all reasonable legal fees of the Company in connection with the substitution of such party as a Shareholder.

(v) For purposes of allocating profits and losses and distributions pursuant to the terms of this Agreement, a Substitute Shareholder shall be treated as having become a Shareholder upon the signing of this Agreement to the extent permitted under applicable tax law.

12.5 Rights of Assignees.

(a) Subject to the other provisions hereof, the Company shall not be obligated for any purposes whatsoever to recognize the assignment by any Shareholder of its interest until the Company has received actual notice thereof.

(b) Unless otherwise required by law, the exclusive right of any assignee of Shares or any interest therein who does not become a substitute Shareholder pursuant to the terms of this Agreement shall be limited to the right to receive allocations of Profits and Losses and distributions from the Company which would otherwise be allocated or payable to the assigning Shareholder, when, if, as and in the form made to Shareholders. No such assignee shall have any rights to receive information from the Company, to attend meetings of Shareholders of the Company or to exercise any of the other rights (including voting rights) of Shareholders hereunder or under the Act.

(c) Any assignee of any Shares or any interest therein who does not become a substitute Shareholder and desires to make further assignment of such interest shall be subject to all the provisions of this Agreement to the same extent and in the same manner as any Shareholder desiring to make an assignment of such Shareholder's Shares.

12.6 Bring Along Rights. If at any time Class B Shareholders, acting by Consent of the Class B Shareholders (collectively, the "Majority Sellers") elect to sell or exchange all of the Shares in the Company owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction, then the Company shall have the right (the "Bring Along Right") to require each other Shareholder of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective classes of Shares, all of the Shares held by such Shareholders; provided that the price is not less than the fair value of the Shares. To exercise the Bring Along Right, the Majority Sellers shall first give to the Company and each other Shareholder of record a written notice (a "Bring Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Shares to be sold or exchanged and certifying that such Shares constitute all of the Shares in the Company held by the Majority Sellers, (B) the name and address of the Proposed Transferee, (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer, (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring Along Right provided for in this Section 12.6 and

(y) has agreed to purchase the Shares in accordance with the terms hereof, and (E) the aggregate Shares of each other Shareholder with respect to which the Majority Sellers wish to exercise its Bring Along Right pursuant hereto. Each Shareholder shall thereafter be obligated to sell to the Proposed Transferee the Shares subject to such Bring Along Notice, provided that the sale to the Proposed Transferee is consummated within one hundred eighty (180) days of delivery of the Bring Along Notice. If the sale is not consummated within such one hundred eighty (180) day period, then each affected Shareholder may sell, but shall no longer be obligated to sell, such Shareholders' Shares pursuant to such Bring Along Notice. The parties acknowledge that the Shares are unique assets and that money damages would be insufficient in the event a Shareholder breached its obligations hereunder. Accordingly, in the event of any breach by one or more Shareholders of the provisions of this Section 12.6, the Company and the Majority Sellers shall be entitled to the remedy of specific performance, in addition to all other remedies available at law or in equity.

12.7 Certain Class C Shareholders. In the event a holder of vested Profits Interests ceases to be a an employee or service provider to the Company for any reason, the Company shall have the right, but not the obligation, to purchase all but not less than all of the Profits Interests held by such Shareholder or his permitted transferees, as the case may be for an amount equal to the fair market value thereof. The fair market value of the Profits Interests shall be determined in good faith, in the reasonable business judgment of the Board of Directors. In the event the Class C Shareholder does not agree with the valuation, as determined by the Directors, the parties agree to negotiate in good faith for a period of thirty (30) days in an attempt to agree upon the valuation of the Profits Interests. If the parties cannot agree on the valuation, it shall be determined by a qualified independent appraiser selected by the Directors and reasonably satisfactory to the selling Shareholder. The cost of such appraisal shall be shared 50/50 by the Company and the selling Shareholder and the Company is hereby authorized to deduct from the first installment of the purchase price due to the selling Shareholder, such Person's share of the cost of the appraisal. The option set forth in this Section 12.7 may be exercised by the Company at any time within the two-year period following the holder of the Profits interest ceasing to be an employee or service provider to the Company by sending a written notice to the holder of record of the Profits Interests at his last known address on the books of the Company. The closing of such purchase and sale shall take place in the manner set forth in Section 12.3(c), provided that the purchase price of the Profits Interests shall be evidenced by an unsecured term promissory note of the Company, providing for a maturity date on the third anniversary of the date of closing, with payments of principal plus interest at the Applicable Federal Rate due quarterly. Upon delivery of the Company's promissory note, all rights of the selling Shareholder as a member and Shareholder of the Company shall terminate and the rights of the selling Shareholder shall be converted to those of an unsecured creditor of the Company with respect to the unpaid portion of the promissory note. Any purchase of the Class C Shares pursuant to this Section 12.7 may be conditioned upon the exchange of mutual releases generally satisfactory to the parties.

SECTION 13. Dissolution. The Company shall have a perpetual existence, unless otherwise provided in the Certificate or unless it is dissolved pursuant to this Section 13. The Company shall dissolve, and its affairs wound up, upon the first to occur of the following: (a) the Consent of the Directors and the Class B Shareholders; (b) the sale or exchange of all or substantially all of the operating assets of the Company; or (c) the entry of a decree of judicial dissolution or any other event which results in dissolution of the Company under the Act.

SECTION 14. Liquidation. The Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to Shareholders, pro-rata, according to their positive capital account balances. IN NO EVENT SHALL ANY SHAREHOLDER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH SHAREHOLDERS INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

SECTION 15. Competing Activities; Interested Party Transactions.

15.1 Competing Activities. Subject to the last sentence of this Section 15.1, the Shareholders, Directors and officers may participate in any business or investment activity, without accountability to the Company or any other Shareholder, Director or officer, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Shareholders, Directors and officers are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Shareholders, Directors or officers against such Persons or their respective other businesses, for any of the profits thereof and neither the Company nor its Shareholders, Directors or officers shall have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Shareholder, Director or officer, directly or indirectly, may engage in any business or investment activity which competes directly with the business of the Company, without the Consent of the Directors, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 15.1.

15.2 Interested Transactions. The Shareholders and the Directors may enter into contracts with the Company and its Affiliates to the maximum extent permitted by applicable law, all in the same manner and with the same freedom as though such Person were not a Shareholder or Director and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

SECTION 16. Loans and Guarantees. The Shareholders may, but shall not be required to, make loans to the Company and/or guarantee liabilities of the Company. Any loans or guarantees made or given by a Shareholder shall be on such terms and conditions as shall be agreed upon by the Shareholder and the Company.

SECTION 17. Books, Records and Reports.

17.1 Books and Records. The Company shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Directors may determine, and otherwise in accordance with GAAP. The Company shall also maintain a complete list of the Shareholders of the Company, a true copy of this Agreement, records of proceedings of the

Shareholders, the Board of Directors and any other documents or records required by the Act. The books and records shall at all times be maintained at the principal office of the Company.

17.2 Tax Information. As soon as available after the end of each fiscal year of the Company, the Board of Directors shall send or cause to be sent to each Shareholder the tax information necessary for the preparation by such Shareholder of such Shareholder's federal and other income tax returns.

17.3 Periodic Reports. As soon as available after the end of each fiscal year, the Directors shall cause to be prepared, and upon written request, shall transmit to each Shareholder the financial statements of the Company for the immediately preceding fiscal year. Such financial statements shall be prepared in accordance with GAAP, and shall include: (i) a balance sheet of the Company as of the last day of such fiscal year; (ii) a statement of income of the Company for such fiscal year; (iii) a cash flow statement of the Company; and (iv) any other information required to be included in accordance with GAAP. Financial statements may be prepared by the Company or by the Company's independent certified public accounts, as either certified, reviewed or compiled statements, as determined from time to time by the Consent of the Directors. Upon written request of a Shareholder and subject to the provisions of applicable law, the Board of Directors shall also provide to such Shareholder (i) internal financial statements, including a balance sheet and income statement for the immediately preceding fiscal quarter and (ii) a copy of the Company's federal income tax return, as most recently filed.

17.4 Informational Rights.

The Shareholders shall have informational rights as provided by the Act and other applicable law, provided; however, the Company shall not be obligated to provide any information or access to a Shareholder if or to the extent the Company is advised by its legal counsel that such action could result in a waiver of attorney/client privilege as between the Company and its legal counsel.

SECTION 18. Amendments.

(a) Except to the extent specifically set forth herein, including without limitation, an amendment described in Section 9 with respect to the issuance of additional Shares, and the provision of Class C Grant Agreements providing for the allocation and distribution of profits, losses and distributions to Class C Shareholders, this Agreement may be amended only by Consent of the Directors and the Consent of the Class A and Class B Shareholders, provided, however, that no such amendment shall result in dilution of a Shareholder's interest in Profits, Losses and distributions (except on a pro-rata basis with other Shareholders) or require a non-consenting Shareholder to make any additional capital contributions or loans to the Company, or to guaranty any debt or obligation of the Company without such Shareholder's express written consent. Any amendment to this Agreement approved in accordance with the terms of Section 9 or this Section 18 shall be binding upon all Shareholders, whether or not they consent to or join in in such amendment, and the Directors, or any one Director, shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Shareholder. Any amendment so approved shall for all purposes, including without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Shareholders.

(b) Each Shareholder hereby constitutes and appoints the Directors of the Company, and each of them from time to time in office, such Shareholder's true and lawful attorney for such Shareholder and in

such Shareholder's name, place and stead to make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement, to effect the Transfer of Shares in the Company, to appoint a successor Tax Matters Partner as provided hereunder, and to effectuate the issuance of Shares in the Company and the admission of new Shareholders and to effect any amendment, all in accordance with the terms of this Agreement, and to execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the death or incapacity or termination of legal existence of a Shareholder, and the assignment by any Shareholder of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Shareholder shall survive such assignment only until such time as the assignee is admitted as a Shareholder of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution.

SECTION 19. Headings.

Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Agreement.

SECTION 20. Resolution of Inconsistencies.

If there are inconsistencies between this Agreement and the Certificate of the Company, the Certificate will control and this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Shareholders cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Shareholder upon dissolution will supersede the provisions of the Act relating to the same matters.

SECTION 21. Indemnification.

21.1 General. The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Shareholder, Director or officer of the Company, or is or was serving at the request of the Company or the Directors as a partner, director, officer or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Person in connection with such action, suit or proceeding, to the maximum extent permitted by the Act and the case law of the Commonwealth interpreting the indemnification provisions of the Act, provided, however, that in the case of a settlement, the terms of such settlement shall first be approved in writing by the a majority of the disinterested Directors. The Company may, but shall not be required to indemnify any employee of the Company on the same terms, or on such other terms as the Directors deem appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws only to the maximum

extent permitted by such laws. The indemnification rights of Shareholders, Directors and officers of the Company shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his rights hereunder.

21.2 Advance Payment. The right to indemnification provided for in this Section 21 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 21, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided however, that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Section 21 in a written undertaking in form and substance acceptable to the Directors by such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Section 21 or otherwise. Such undertaking may be accepted by the Directors without reference to the financial ability of such Person to make repayment. Upon receipt of an undertaking by the Person being indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification, the Company may make payment of indemnified costs in advance of the final disposition of an action, suit or proceeding. Such payment shall be made within sixty (60) days after receipt by the Company of the written request of the indemnified Person, which request shall include appropriate documentation relating to such costs, such as bills from attorneys for services rendered in connection with such action, suit or proceeding. The rights of Shareholders, Directors and officers of the Company to receive advance payment of expenses shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his rights hereunder.

21.3 Exculpation. Notwithstanding any other provision of this Agreement, no officer or Director of the Company shall be liable to the Company or to any Shareholder for any act or failure to act if such act or failure to act is based upon the reasonable business judgment of the officer or Director and was taken in good faith, with the reasonable belief that such action or failure to act was in the best interest of the Company and its Shareholders. It is the intent of the parties that this Section 21 shall be binding to the maximum extent permitted by law.

SECTION 22. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions or those of any other jurisdiction. AS A MATERIAL INDUCEMENT FOR EACH SHAREHOLDER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER SHAREHOLDER HEREBY CONSENTS TO THE NONEXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF BOSTON, MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR SUCH DISTRICT, AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 25, AND EACH SHAREHOLDER HEREBY WAIVES ANY AND ALL RIGHTS SUCH SHAREHOLDER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH SHAREHOLDER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH SHAREHOLDER BY CERTIFIED MAIL (REGISTERED MAIL IN THE CASE OF ANY SHAREHOLDERS WITH A NOTICE ADDRESS OUTSIDE THE UNITED STATES), RETURN

RECEIPT REQUESTED, POSTAGE PREPAID, OR BY REPUTABLE OVERNIGHT COURIER, AT THE ADDRESS OF SUCH SHAREHOLDER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY.

SECTION 23. Representations and Warranties of Shareholders.

Each of the undersigned Shareholders of the Company hereby represent and warrant to the other and to the Company as follows:

23.1 The Shareholder has the legal right, power and authority to enter into this agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Shareholder's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Shareholder is a party or by which such Shareholder is bound.

23.2 Upon the execution and delivery of this Agreement by the Shareholder, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

23.3 The Shareholder is acquiring the Shares for its own account (and not as nominee or agent) for investment and not with a view to the sale or distribution of any part thereof or interest therein, and with no present intention of selling, granting participation in, or otherwise distributing the Shares, but subject nevertheless to any requirement of law that the disposition of such Person's property shall at all times be within its control.

23.4 The Shareholder understands that (i) the Shares have not been registered or qualified under the Securities Act or any state securities or "blue sky" laws by reason of their issuance in a transaction exempt from the registration or qualification requirements of the Securities Act and applicable state laws, including, without limitation, Rule 504 under Regulation D and/or Section 4(a)(2) thereof; (ii) the Shares may not be disposed of unless such disposition is either registered under the Securities Act and applicable state laws or is exempt from registration and qualification under the Securities Act and applicable state laws; (iii) any certificates evidencing the Shares shall include a legend setting forth such restrictions; (iv) the exemption from registration under Rule 144 of the Securities Act is not expected to be available with respect to any future sale of the Shares; (v) there is no public market for the Shares and there can be no assurance that any such market will develop in the future.

23.5 Prior to signing and delivering this Agreement, the Company has made available to the Shareholder all requested documents relating to an investment in the Company and answers have been provided to all questions concerning the Company's business and an investment in the Company. In evaluating the suitability of entering into this Agreement, the Shareholder has not relied upon any representations or other information (whether oral or written) other than as set forth in the documents or answers to questions furnished to the Shareholder by the Company.

23.6 This Agreement has been duly authorized, executed and delivered by the Shareholder and constitutes the valid, legal and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms. If the Shareholder is a partnership, limited liability company, trust or other entity, such entity has been duly formed and is validly existing, with full power and authority to acquire its Shares of the Company, and the signature of the undersigned is binding upon such partnership, limited liability company, trust or other entity. Upon request by the Company, the undersigned shall deliver the underlying partnership agreement, corporate charter documents, including

by-laws, or trust agreement of such entity and/or such other evidence of the foregoing as may be requested by the Company.

SECTION 24. Arbitration.

THE PARTIES AGREE THAT PRIOR TO COMMENCING LITIGATION WITH RESPECT TO A DISPUTE INVOLVING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE SHAREHOLDERS, THE COMPANY OR ITS OFFICERS OR DIRECTORS, OR ANY OF THEM OR ANY COMBINATION OF THEM, UNDER THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREUNDER (COLLECTIVELY, "CLAIMS"), SUCH PARTIES SHALL ATTEMPT TO RESOLVE SUCH CLAIMS IN GOOD FAITH BY MEANS OF NON-BINDING MEDIATION. IN THE EVENT SUCH CLAIMS CANNOT BE RESOLVED IN WRITING WITHIN A COMMERCIALLY REASONABLE PERIOD NOT TO EXCEED 90 DAYS, THE PARTIES MAY AGREE IN WRITING, TO SUBMIT SUCH CLAIMS TO BINDING ARBITRATION IN BOSTON MASSACHUSETTS BEFORE AND IN ACCORDANCE WITH THE RULES OF ENDISPUTE, OR ALTERNATIVELY, TO COMMENCE LEGAL ACTION IN A COURT OF COMPETENT JURISDICTION. THE FOREGOING PROVISIONS OF THIS SECTION 25 SHALL NOT APPLY TO ANY LITIGATION SEEKING EQUITABLE RELIEF, INCLUDING WITHOUT LIMITATION CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER GOOD FAITH CLAIMS FOR EQUITABLE RELIEF.

ANY PERSON WHO COMMENCES LITIGATION IN VIOLATION OF THE TERMS HEREOF, AND FAILS TO PREVAIL, SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF THE PREVAILING PARTY OR PARTIES TO SUCH LITIGATION, INCLUDING REASONABLE ATTORNEYS FEES.

SECTION 25. Certain Tax Matters.

26.1 The Company shall designate a Class B Shareholder as the "Tax Matters Partner" for the purposes of Section 6231(a) of the Code. If he or she ceases to be a Shareholder or resigns from such position, the holder of the Class B Shares of the Company designated from time to time by the Board of Directors shall be the Tax Matters Partner. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he deems necessary or advisable in the interest of the Shareholders in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals.

26.2 Tax Elections. In the event of the transfer of any interest in the Company or the distribution of property to any Shareholder, the Company may, in the discretion of the Board of Directors, file an election under Code Section 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

SECTION 26. Release of Information to Third Parties.

The Board of Directors shall have the right to release information regarding the Company and its Shareholders to third parties, including without limitation, federal and state regulatory authorities having jurisdiction over such Persons or the business, affairs or transactions involving the Company, as the Board deems to be necessary or advisable in its reasonable business judgment.

SECTION 27. Miscellaneous.

28.1 This Agreement represents the entire agreement among the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, whether oral or written. This Agreement may not be amended verbally or by course of dealing. It may only be amended in writing according to the terms hereof.

28.2 The parties acknowledge that they have had the opportunity to consult with their own legal counsel prior to signing and delivering this Agreement, have read and understand the Agreement and have signed and delivered the same with the intent to be legally bound hereby.

28.3 This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. The parties hereto and any third parties may rely upon machine copies of signatures to this Agreement to the same extent as manually signed original signatures.

[Signature page to follow]

IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

INNOVATIVE FLOWER RETAIL LLC

By: _____Its duly authorized officer
Gordon S. Lewis,
Chairman and CEO

CLASS B SHAREHOLDERS

_____ Gordon Lewis

_____ Elizabeth W. Lewis

[Additional Counterpart Signature Pages Attached]

EXHIBIT A

INITIAL SHARE REGISTER

CLASS B SHAREHOLDERS

Name	Class B Shares
Gordon Lewis	3,300,000
Elizabeth W. Lewis	50,000

ATTESTATION OF THE CHIEF EXECUTIVE OFFICER

OF

INNOVATIVE FLOWER LLC (DBA CROP)

The undersigned, being the Chief Executive Officer of INNOVATIVE FLOWER LLC, a Massachusetts Limited Liability Company (the "**Company**"), hereby certifies the following:

1. Innovative Flower LLC does not have employees.
2. Innovative Flower LLC cannot register with the Massachusetts Department of Unemployment Assistance until it hires employees.
3. Innovative Flower LLC will register with the Massachusetts Department of Unemployment Assistance immediately upon hiring employees.

The undersigned does hereby certify and verify that the above statements regarding the Company are true and accurate.

IN WITNESS WHEREOF, I have hereunto set my hand this 9 day of October, 2020

Gordon S. Lewis
Chief Executive Officer

Joshua Chambers
10/9/2020

JOSHUA R. CHAMBERS
Notary Public, State of Maine
My Commission Expires
March 5, 2026

655 COCHITUATE ROAD

Framingham, MA

INNOVATIVE FLOWER LLC
Attachment # 6

Business Plan

CROP

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CROP

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Section 1
Executive Summary

CROP

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1.1 Executive Summary Narrative

The mission of INNOVATIVE FLOWER LLC, doing business as CROP, is to build a scalable, product-centric cannabis business through continuous innovation, first-rate execution and responsible community involvement. CROP values service, science, sustainability, safety, and security above all. CROP's vision is that "Whole Communities Create Value for All."

Location

CROP has secured a 7,200 SF building located at 655 Cochituate Road, Framingham, MA for use as its flagship location. This location lies within Framingham's M-1 zoning district and falls within with the city's Overlay District for Marijuana Retail Establishments. The nearest school (Christa McAuliffe School) is located ~1,900 feet from the proposed location.

The site was selected for its location away from residential neighborhoods, and for its distance away from the busy route 9 corridor, as well its proximity to exit 13 of the Mass Pike. CROP has retained the services of local land-use & zoning attorney, Paul Galvani to represent CROPs interests in this project and ensure the project doesn't impact the community or neighbors in a negative way. Mr. Galvani has been a practicing attorney in Framingham for over 30 years.

Site improvements include increased parking from 27 to 64 parking spaces, extensive renovation to the 7,200 SF space, improved circulation, a new drainage system, landscaping and lighting. The exterior site improvements have been previously approved by the planning board. Crop is committed to developing a state-of-the-art retail facility that will beautify and uplift the Cochituate Road retail area. The proposed 64 space parking lot is expected to provide adequate parking for all CROP customers and employees.

Economic Benefit to the City of Framingham

A CROP retail business at this location will bring economic benefit to the city of Framingham in several ways:

- The $1,100,000 project is expected to bring at least $96,000/yr in property taxes to the city once an occupancy permit is granted
- CROP is committed to using local construction subcontractors, keeping the investment in Framingham
- CROP will create 30+ great paying jobs, and underrepresented minorities, disproportionately impacted individuals, and Framingham residents will be given hiring preference:
    - $17.75/hr. minimum wage; quarterly incentive bonuses
    - $700 per month employee health insurance benefit; paid maternity leave
    - 15 days PTO; 9 paid holidays (6 company, 3 floating)

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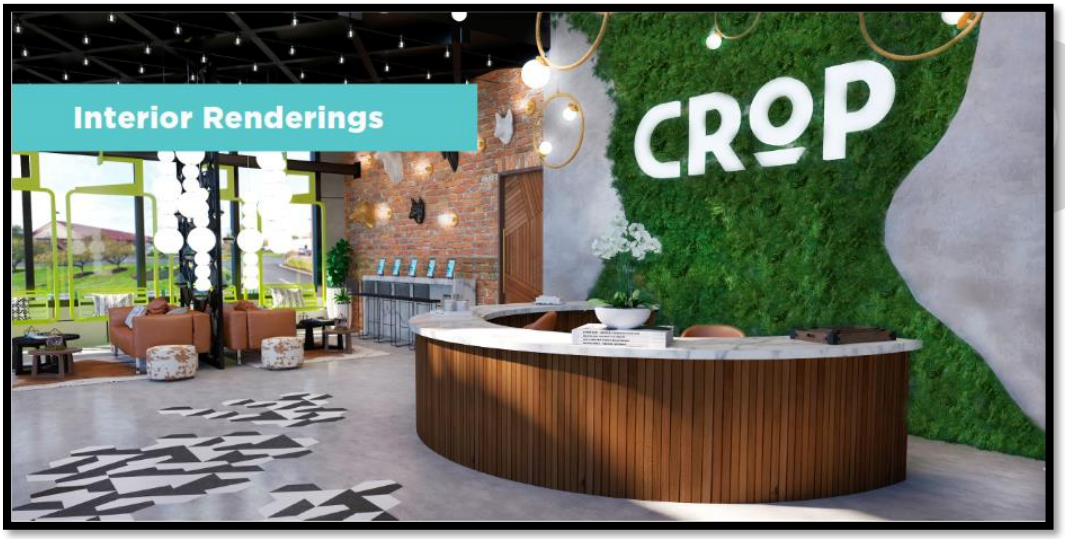
- Equity for all employees (vested)
- CROP is committed to being a good citizen of Framingham and pledges to give back over $50,000 per year and donate over 1,000 employee volunteer hours per year to the Framingham community
- Anticipated CROP revenues will generate an additional ~$600,000 per year in taxes and fees for the city of Framingham.

Retail Concept

CROP will establish a premium retail concept that has been specifically re-imagined to provide a unique and unmatched customer **experience**, leaving a lasting impression on customers, employees, neighbors, and the community. Although we are hyper-focused on safety & compliance in the backend, we want the front end to be fun, engaging, and memorable. Our tagline is: Different. Affordable. Fun. We've decided to take a mature, creative, and intelligent approach to cannabis and we think customers will appreciate it.



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Licensure and Development Timeline

Licensure and development are expected to proceed according to the following timeline:

- 655 Cochituate Road Lease start 8.1.19
- Framingham HCA/Retail Application 1.17.19-9.30.19
- Community Outreach Meeting 6.29.20
- State Application submitted 9.30.20
- Site Design and Permitting 2.21.21-8.2.21
- State Provisional license awarded 1.28.21
- Site Construction and Buildout 8.03.21-11.23.21
- Final License award 1.27.22
- Commence Operations 3.31.22

Leadership Team

CROP's core leadership team has a proven ability to execute, deep expertise in highly regulated industries, and demonstrated serial success in operational excellence, start-ups, product development, manufacturing, security, retail and hospitality. The team comes with a combined 20 years of experience in regulated industries. The leadership team:

Gordon Lewis, CEO: Veteran senior executive, entrepreneur, MIT Engineer, 2 start-up exits, proven team builder, product R&D innovator

Brad Francis, COO: Operations professional with 7+ years operating legal cannabis startups, author of 6 successful cannabis license applications, UMASS grad, 13-yr Massachusetts National Guard Officer and Afghanistan veteran

**note: CROP has identified qualified and interested individuals to fulfil additional senior leadership roles should the company become provisionally approved. In its application to the City of Framingham, CROP identified these potential team members and featured the corresponding biographies. However, as these individuals are not currently working for, nor are officially part of the team, CROP has not included the individuals in this application. Subject to each individual's availability at the time of licensure, and CCC approval, CROP will expand its executive team accordingly.*

Products

CROP is currently not affiliated with any entity holding a license as a Marijuana Cultivator or a Marijuana Product Manufacturer. As such, CROP plans to purchase its marijuana and marijuana products from licensed entities pursuant to 935 CMR 500.00. CROP will stock a variety of cannabis products as needed in the beginning, and as desired during steady state, and will ensure that all products comply with 935 CMR 500.105(5); 935 CMR 500.105(6); and 935 CMR 500.160, among others, prior to the sale or marketing of any such products. CROP plans to stock products from all approved categories including:

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Flower, Pre-Rolls, Edibles, Concentrates, Extracts, Topicals, and Tinctures. In addition to products containing marijuana, CROP plans to offer for sale additional products which do not contain marijuana. Non-marijuana products offered for sale will include marijuana-related accessories and novelty items. The non-marijuana product lines will be consistent with CROPs adult-centric concept.

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Section 2
Site Plan

CROP

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2.1 Site Plan Summary

CROP has secured a 7,200 SF building located at 655 Cochituate Rd, Framingham for use as its flagship retail location. The subject parcel (ID 084-77-1076) has an area of approximately 48,350 square feet (1.1 acres); is zoned M-1; and is presently improved with two buildings: (1) a one-story vacant building previously occupied by Central Pools, (2) a two-story mixed retail/warehouse building currently occupied by Central Pools. The property is owned by Clairmont Realty, LLC, whom also owns Central Pools, a pool supply/service store which has been in business for over thirty years. CROP intends to make extensive building improvements and occupy the 7,200 SF building closest to Cochituate Road. CROP has retained the services of local zoning & land-use expert, Paul Galvani to represent its interests and ensure that the project doesn't have a negative impact on its neighbors, or the community. Mr. Galvani has been a practicing land-use & zoning attorney in Framingham for over 30 years.

Figure 1 (Parcel map as displayed by Framingham GIS)

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2.2 Zoning Compliance – Approved Use

CROP has retained the Law Offices of Paul Galvani for the purposes of land use & zoning representation. Mr. Galvani's office is located at 1881 Worcester Rd, Framingham. He has been a practicing attorney in Framingham for over 32 years and has been an active member in the community. We intend that Mr. Galvani will represent Innovative Flower LLC throughout the zoning and site plan review process. In September of 2018 the Framingham City Council voted to approve a Zoning By-Law establishing an Overlay District for Marijuana Retail Establishments (shown in figure 2 below). In October 2018, Mayor Spicer approved the By-Law. We contend that 655 Cochituate Rd is sited within the Overlay District for Marijuana Retail Establishments, and therefore is properly zoned to allow marijuana retail sales.

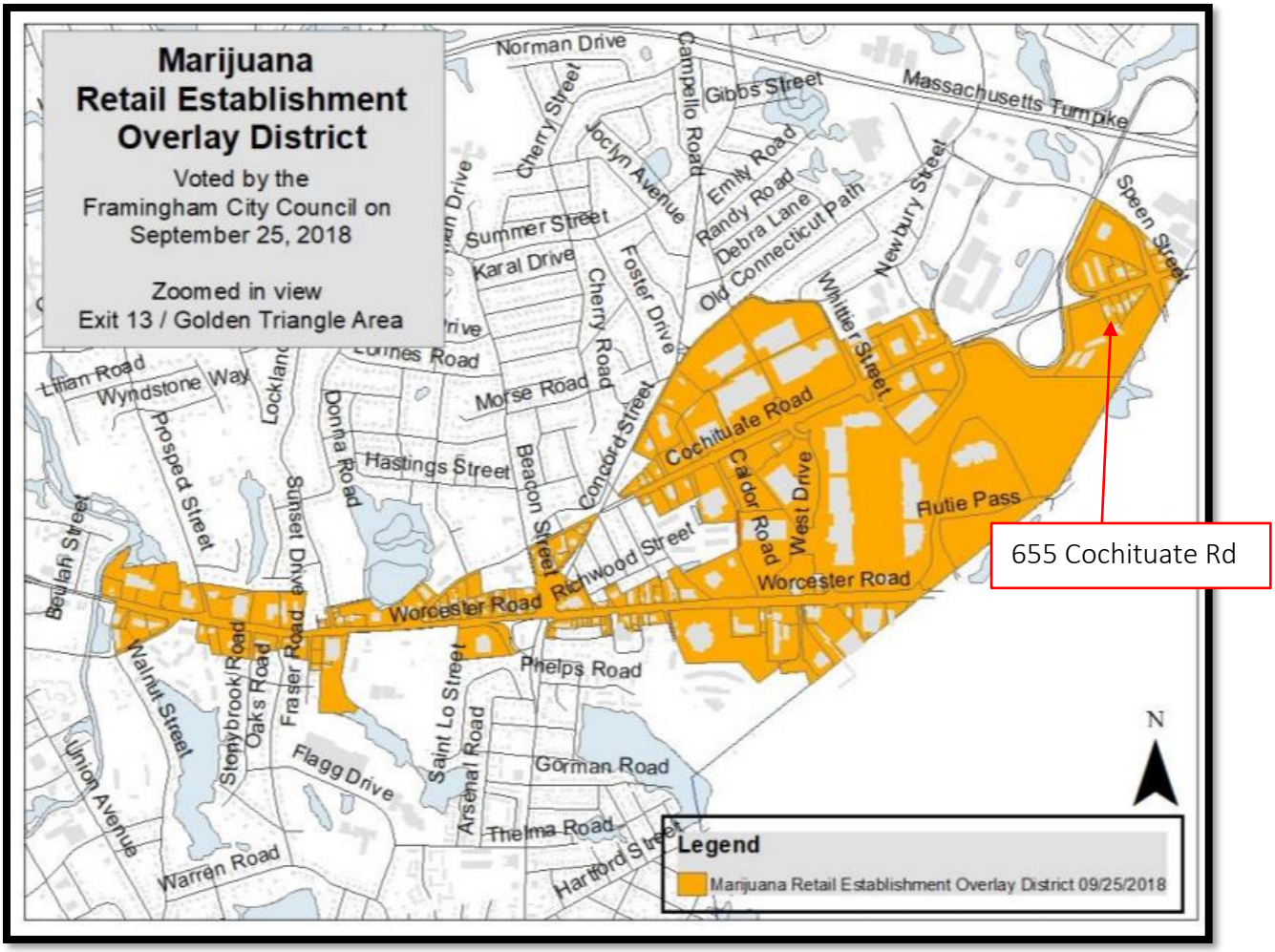

Figure 2 (Marijuana Retail Establishment Overlay)

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2.3 Zoning Compliance - Schools

655 Cochituate Rd is located closest to the Christa McAuliffe Charter School located at 139 Newbury St. Framingham. As measured from the closest boundary line to boundary line, there is more than 1,900 Feet of distance separating the proposed site from the school, thus exceeding the 500' requirement by almost 4x. The following figures demonstrate the distance between 655 Cochituate Rd to the Christa McAuliffe School; and also demonstrates no other schools within 1,000'.

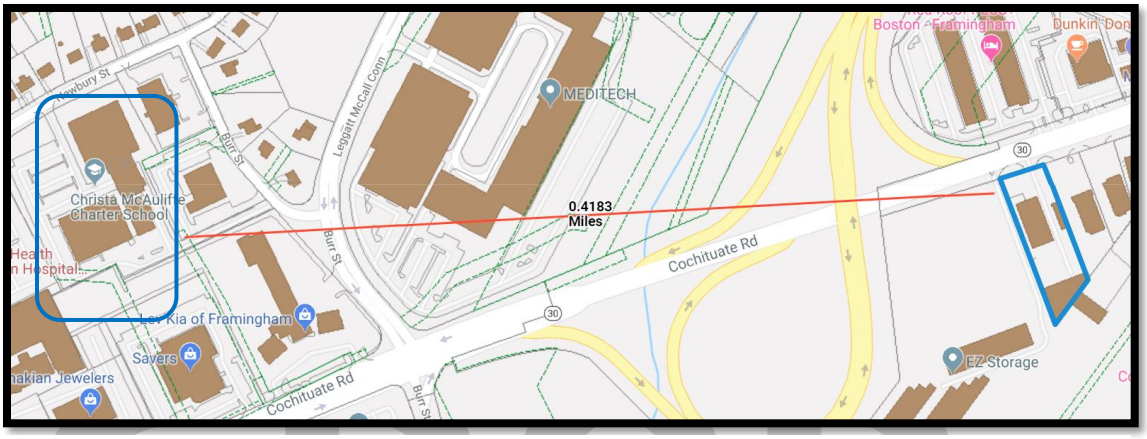

Figure 3 (Distance from 655 Cochituate Road to McAuliffe School @ 139 Newbury Street)

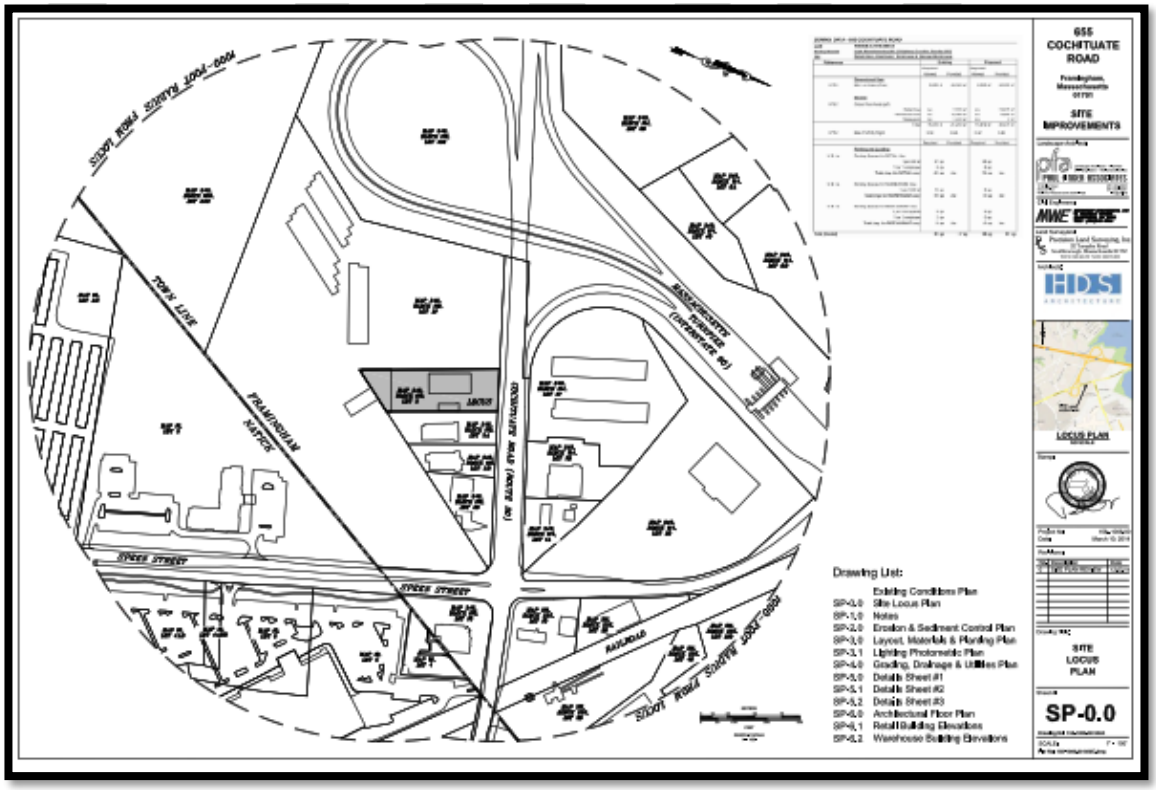

Figure 4 (1,000 Foot survey of 655 Cochituate Road, Framingham)

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2.4 Development Impact Assessment

The property at 655 Cochituate Road is located within a Light Manufacturing (M-1) Zoning District to the east of the Massachusetts Turnpike ramps and to the west of Speen Street. This is a heavily travelled area that consists entirely of commercial uses, including a motel (the Red Roof Inn), a gasoline dispensing/convenience store, self-storage warehouses, restaurants and various retail and office uses. The premises have been owned since January 2010 by Clairmont Realty LLC, whose principal owner is Robery Orfaly. Mr. Orfaly also owns and operates Central Pools, which has been a tenant at this location for many years. The site improvements include additional parking, improved circulation, a new drainage system, landscaping and lighting. The proposed upgrades are expected to have a positive impact on the immediate area, which is entirely commercial. The exterior site improvements have been previously approved by the planning board.

<u>Fiscal Impact</u>

The project is also expected to have a positive economic benefit to the immediate area and to the City of Framingham. The anticipated project cost is $1,100,000.00. The project is expected to provide annual real estate tax revenues to the City of Framingham of at least **$96,000** following completion and full occupancy. Central pools will relocate to the back building which is under renovation. The front building, which will undergo extensive renovation, is expected to result in upgraded commercial space. The additional economic benefit to the City of Framingham, with CROP located and operating from this upgraded space, could exceed **$600,000** per year in taxes and fees.

CROP

<u>Parking Impact</u>

The site currently contains 27 off-street parking spaces. After completion of the proposed project the site will contain 64 parking spaces, an increase of 34 parking spaces. Central pools is a low intensity use, as there are generally no more than 3 employees on site at any one time and it is not the type of use that generates high volume of customer parking and traffic. With a total of 64 parking spaces available on the site, the proposed parking lot is expected to provide adequate parking for all customers and employees of the renovated space when fully occupied and operational.

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2.5 Site Improvements

In 2014 the owner of the property at 655 Cochituate Road received approval from the Framingham Planning Board to make certain site improvements in accordance with a comprehensive plan to improve parking, drainage, landscaping, and lighting. The project is ongoing and will culminate with the construction/renovation of building #1 which, if approved, will house CROPs retail operation. In 2019 CROP applied for, and was granted, approval by the planning board for modifications to the 2014 site plan approval in order to accommodate the use as a marijuana establishment. A preview of the site plan is shown in figure 5 below.

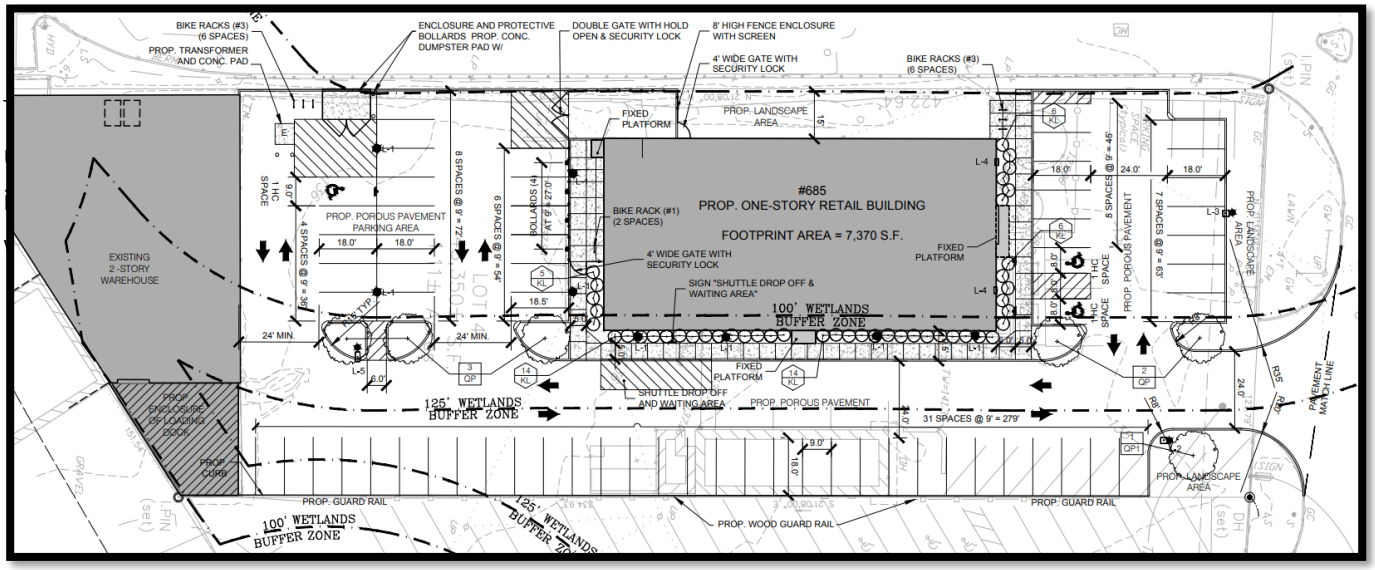

Figure 5 (Proposed site plan and parking detail previously approved by Framingham Planning Board)

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2.6 Building Improvements

CROP plans to renovate the existing building by taking it completely down to steel and transforming into a state-of-the-art retail facility. The conceptual design of the building is in-line with newer buildings recently constructed in the Route-30 corridor on the west side of the Massachusetts Pike On/Off Ramps; it is expected that this renovation will have a positive impact on this section of the Route-30 corridor.

The building facades will be modified as shown in the conceptual and elevation renderings in figures 6, 7, and 8 below. Upon gaining CCC approval, CROP will work with its team of Architects, Engineers, Designers, and Legal Counsel to complete standard construction documents and obtain necessary permits.

Figure 6 (Proposed exterior façade of 655 Cochituate Road, Framingham)

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2.7 Construction – General Contractor Summary

CROP has identified a construction partner for this project, Highland Development Inc. based out of Medford, Ma. Highland Development is a vertically integrated construction management and real estate development firm specializing in complex construction and development projects in Eastern Massachusetts. Their construction projects include mainstream concepts such as Chipotle and Firehouse Subs; luxury multi-family residential project; and pharmaceutical drug discovery and development. Highland Development understands the urgency of construction timelines and budgets and has proven themselves to be a reliable and professional organization. Highland has completed a conceptual budget of the proposed project and estimates the cost will be one million, one-hundred thousand dollars **($1,100,000).** We've accounted for an additional 10% contingency in our budget for overages.

Although Highland Development is based out of Medford, they've agreed to support our commitment to local spending and supplier diversity. As such, they have committed to sourcing materials and sub-contractors whose principal office is located in Framingham whenever possible. Highland Development has existing relationships with many subcontractors located in Framingham, and has provided a sample list of subcontractors they plan to use if awarded a contract.

Vendor Lic. #	Company	Street	City	Services
[redacted]				

Figure 7 (Framingham construction subcontractor list)

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2.8 Construction - Timeline

CROP will adhere to strict and accelerated timelines for construction, hiring, training, and production. To demonstrate our sincerity, CROP has already deployed capital to begin the development of schematic design documents in advance of being awarded a provisional license. Once a provisional license is awarded, we anticipate completing the design development documents with final approval by the CCC post haste. Upon commencement of construction, our construction partners believe the project will take 4.5 months based on the schedule below with final occupancy estimated on/around November 23, 2021.

If awarded a provisional license, CROP will demonstrate its commitment to this schedule by hiring key positions and staff ahead of construction completion, and conducting education/training offsite in the event construction is delayed. CROP is committed to working with the City of Framingham to ensure we execute construction and opening in a manner and timeframe that is acceptable.

TRACKING GANTT

	Task Mode	Task Name	Duration	Start	Finish	Predecessors
148		**Construction**	**622 days**	**Mon 7/8/19**	**Tue 11/23/21**	
149		**Framingham - Retail Construction**	**622 days**	**Mon 7/8/19**	**Tue 11/23/21**	
150		**Site Design and Permitting**	**533 days**	**Mon 7/8/19**	**Wed 7/21/21**	
151		Formal Architect Contract	1 day	Mon 2/1/21	Mon 2/1/21	54FS+1 day
152		Formal Design Contract	1 day	Mon 7/8/19	Mon 7/8/19	
153		Formal GC Contract	1 day	Mon 2/1/21	Mon 2/1/21	54FS+1 day
154		Schematic Design (SD) Documents	0 days	Mon 2/1/21	Mon 2/1/21	151
155		Owner Review SDs	0 days	Mon 2/1/21	Mon 2/1/21	154
156		Incorporate SD Comments	0 days	Mon 2/1/21	Mon 2/1/21	155
157		Design Development (DD) Documents	30 days	Tue 2/2/21	Mon 3/15/21	156
158		Owner Review DDs	1 day	Tue 3/16/21	Tue 3/16/21	157
159		Incorporate DD Comments	3 days	Wed 3/17/21	Fri 3/19/21	158
160		Owner Review SD's (2nd)	1 day	Mon 3/22/21	Mon 3/22/21	159
161		Incorporate SD Comments (2nd)	3 days	Tue 3/23/21	Thu 3/25/21	160
162		VE Review/Approve	7 days	Wed 3/17/21	Thu 3/25/21	158
163		Formal GC Contract (Part 2 - Release DDs)	5 days	Fri 3/26/21	Thu 4/1/21	162
164		Construction Documents (CD) / Permit Set	30 days	Fri 4/2/21	Thu 5/13/21	163
165		GC Confirm Estimate for Construction	10 days	Fri 5/14/21	Thu 5/27/21	164
166		Owner Review CDs	2 days	Fri 5/28/21	Mon 5/31/21	165
167		Incorporate CD Comments	3 days	Tue 6/1/21	Thu 6/3/21	166
168		CCC Architectural Review	10 days	Mon 6/7/21	Fri 6/18/21	167FS+1 day
169		Submit for Building Permit	23 days	Mon 6/21/21	Wed 7/21/21	167,168
170		**Procurement and Construction**	**111 days**	**Tue 6/22/21**	**Tue 11/23/21**	
171		Long Lead Procurement	60 days	Tue 6/22/21	Mon 9/13/21	169SS+1 day
172		Mobilize	1 day	Thu 8/5/21	Thu 8/5/21	169FS+10 days
173		Construction	75 days	Fri 8/6/21	Thu 11/18/21	172
174		Substantial Completion	65 days	Fri 8/6/21	Thu 11/4/21	173SS
175		Final Building Inspections	10 days	Fri 11/5/21	Thu 11/18/21	174
176		Occupancy Permit Awarded	0 days	Tue 11/23/21	Tue 11/23/21	175FS+3 days

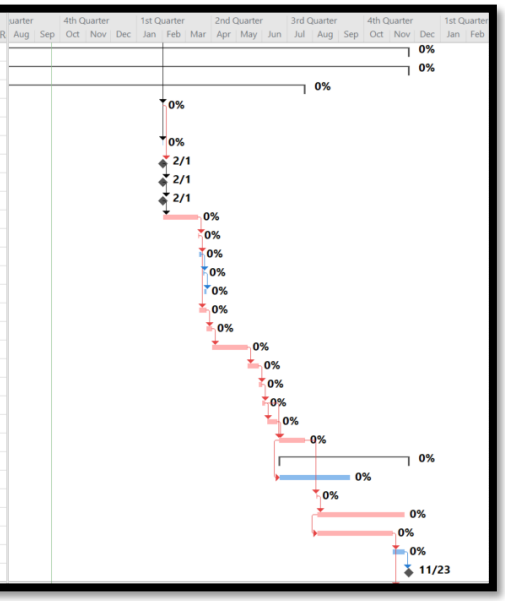

Figure 9 (Construction timeline for 655 Cochituate Road, Framingham)

Figure 8 (Construction timeline for 655 Cochituate Road, Framingham)

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2.9 Construction - Budget

Highland Development
100 Winchester Street
Medford, MA 02155

HIGHLAND

PROJECT: CRoP Framingham - Retail location
LOCATION: 655 Cochituate Road, Framingham, MA
OWNER: CRoP
ARCHITECT/ENG.: TBD
DRAWING DATE: N / A
ESTIMATE DATE: 12/7/2018

# of Retail Units	1	Site Area	47,916
Roof Area	8,589	1st Floor	7,808
Site Perimeter Footage	1,102	2nd Floor	-
Retail Area Addition	3,500	Total (SF)	7,808

CONCEPTUAL BUDGET SUMMARY

CSI CODE	ITEM DESCRIPTION			COST / SF	% TOTAL
01300	Project Requirements		$ 23,698	$ 3.04	2.15%
01500	Temporary Facilities & Staging		$ 11,141	$ 1.43	1.01%
01730	Police & Fire Details		$ 5,796	$ 0.74	0.53%
01740	Cleaning		$ 17,256	$ 2.21	1.57%
02220	Site Demolition		$ 25,000	$ 3.20	2.27%
02240	Dewatering		$ -	$ -	0.00%
02250	Temporary Shoring		$ -	$ -	0.00%
02300	Earthwork & Utilities		$ 92,633	$ 11.86	8.42%
02500	Electrical Utility Service		$ -	$ -	0.00%
02820	Hazardous Abatement		$ 7,500	$ 0.96	0.68%
02900	Landscaping		$ 13,600	$ 1.74	1.24%
03300	Cast-in-Place Concrete		$ 81,913	$ 10.49	7.45%
03900	Concrete Resurfacing & Staining		$ 10,500	$ 1.34	0.95%
04000	Masonry		$ 6,000	$ 0.77	0.55%
05100	Structural Metal Framing		$ 72,877	$ 9.33	6.63%
05500	Miscellaneous Metals		$ -	$ -	0.00%
06050	Wood & Plastic Materials		$ 5,856	$ 0.75	0.53%
06100	Rough Carpentry		$ 8,558	$ 1.10	0.78%
06200	Finish Carpentry & Millwork		$ 17,900	$ 2.29	1.63%
06800	Fiber Reinforced Composite Materials		$ 22,200	$ 2.84	2.02%
07100	Damp Proofing & Waterproofing		$ 9,984	$ 1.28	0.91%
07200	Thermal Protection		$ 26,202	$ 3.36	2.38%
07400	Siding Installation		$ 13,200	$ 1.69	1.20%
07420	Exterior Insulation & Finishing System		$ -	$ -	0.00%
07430	Standing Seam Metal Panels		$ 37,920	$ 4.86	3.45%
07500	Miscellaneous Roofing		$ 64,842	$ 8.30	5.89%
07800	Fireproofing		$ -	$ -	0.00%
07900	Joint Sealants		$ 1,200	$ 0.15	0.11%
08100	Doors, Frames & Hardware		$ 9,000	$ 1.15	0.82%
08360	Sectional Doors		$ -	$ -	0.00%
08800	Glass & Glazing		$ 47,500	$ 6.08	4.32%
09260	Gypsum Board Wall Assemblies		$ 80,370	$ 10.29	7.31%
09300	Tile		$ 7,500	$ 0.96	0.68%
09500	Acoustical Ceiling		$ 4,500	$ 0.58	0.41%
09640	Hardwood Flooring		$ -	$ -	0.00%
09645	Laminate Wood Flooring		$ -	$ -	0.00%
09650	Resilient Flooring		$ 6,000	$ 0.77	0.55%
09680	Carpet Flooring		$ -	$ -	0.00%
09900	Painting		$ 25,101	$ 3.21	2.28%
10240	Mechanical Screening		$ -	$ -	0.00%
10520	Fire Extinguishers		$ -	$ -	0.00%
10800	Toilet Accessories		$ 1,500	$ 0.19	0.14%
11400	Appliances		$ -	$ -	0.00%
12400	Window Treatments		$ -	$ -	0.00%
12930	Entrance Mats		$ -	$ -	0.00%
15300	Fire Protection		$ 27,924	$ 3.58	2.54%
15400	Plumbing		$ 29,180	$ 3.74	2.65%
15500	HVAC		$ 84,580	$ 10.83	7.69%
16000	Electrical		$ 65,528	$ 8.39	5.96%
16720	Security		$ 7,500	$ 0.96	0.68%
16850	Audio / Visual		$ 2,500	$ 0.32	0.23%
17001	Winter Conditions Allowance		$ -	$ -	0.00%
	Subtotal		**$ 974,458**	**$ 124.80**	**88.59%**
	General Conditions		$ 108,220	$ 13.86	9.84%
	Building Permits	1.60%	$ 17,323	$ 2.22	1.57%
	Total Project Cost		**$ 1,100,000**	**$ 140.88**	**100.00%**

Figure 10 (Construction budget for 655 Cochituate Road, Framingham)

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2.10 Construction - Letter of Intent

HIGHLAND

100 Winchester Street
Medford, MA 02155
781.393.0006
www.highlanddevelopment.net

Thursday, December 06, 2018

Gordon Lewis
Chief Executive Officer
CRoP

Re: CRoP Framingham Retail Location – 655 Cochituate Road, Framingham, MA

Dear Gordon,

The purpose of this letter is to solidify our intent in working with Innovative Flower LLC dba Crop, an adult-use cannabis establishment applicant, to construct a premier and compliant retail cannabis dispensary at 655 Cochituate Road, Framingham, MA. This proposal is based on your conceptual layout, a walk-through of the space and conversations while on site. The total proposed value of the renovation of the existing structure is one million, one hundred thousand dollars **($1,100,000)**.

Please see the following attachments which are part of this proposal:

- Schedule of Values: Renovate existing space

Upon walking the space we saw tremendous opportunity for a reimagined modern retail space utilizing the rigid steel frame trusses. The 'bones' of the structure appear to be structurally sufficient however the space does not meet current building code, for example; NFPA13 (sprinkler & fire alarm), stretch energy code, etc. we've accounted for these life safety systems upgrades in our budget.

This concept will add time to our schedule and provide some complexity to the project but will also add efficiencies. For example, without a flat roof addition we will probably have to utilize a section of the parking area for a precast equipment pad for HVAC equipment. A flat roof addition will create an area to locate a roof top unit which will simplify the cool and heating systems, reducing the need for equipment in the ceiling and/or wall hung units.

Lastly, we understand your commitment to local spending & achieving supplier diversity. As such, we will make every attempt to source materials from, and contract with sub-contractors/suppliers with a principal office in Framingham, and by engaging small diverse businesses that are owned by diverse groups such as: Minority, Women, Disadvantaged, Veteran, Disabled, and LGBT. To demonstrate our sincerity, we've attached a list of Framingham companies we've partnered with in the past, and will attempt to contract with, for this project.

We would greatly appreciate the opportunity to work with Crop on this project. Please don't hesitate to call me with any questions.

Sincerely,

Bobby Leahy
Director of Preconstruction
Highland Development Inc.

REAL ESTATE DEVELOPMENT | CONSTRUCTION MANAGEMENT

Figure 11 (General Contractor letter of intent for 655 Cochituate Road, Framingham)

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Section 3
Retail Concept

CROP

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3.1 Retail Concept Summary

The CROP retail concept has been specifically re-imagined to provide a unique and unmatched customer experience, leaving a lasting impression on customers, employees, neighbors, and the community. Although we are hyper-focused on safety & compliance in the backend, we want the front end to be fun, engaging, and memorable. Our tagline is: Different. Affordable. Fun. We've decided to take a mature, creative, and intelligent approach to cannabis, and we think customers will appreciate it.

Unlike the majority of the players in the cannabis space, CROP aims to differentiate itself as a premium brand with creative packaging and offerings that start with the customer at the center of our decision making process.

Our point of difference is that we'll be recognizable and professional. Education and creating a comfortable atmosphere is imperative. Our products will have a sophisticated feel, so as not to be confused with products for a young demographic. We know there will be fierce competition, but our products, culture, feel, and how we reach out to customers will provide a valuable experience to Framingham residents.

Figure 12 (proposed CROP storefront design at 655 Cochituate Road, Framingham)

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3.2 Layout and Customer Flow

CROP will use a combination of loop and free flow layouts (shown below) to guide customers through our store and back to the parking lot in an effortless fashion. All customers will be pre-qualified outside, and only customers with a valid ID 21+ will be allowed entry. Once inside the customers will linger in the lobby (Check-in Zone) while we matchup a cannabis expert to assist. Our marketplace is a limited access area, so customers must wait in the lobby until being escorted back to the marketplace.

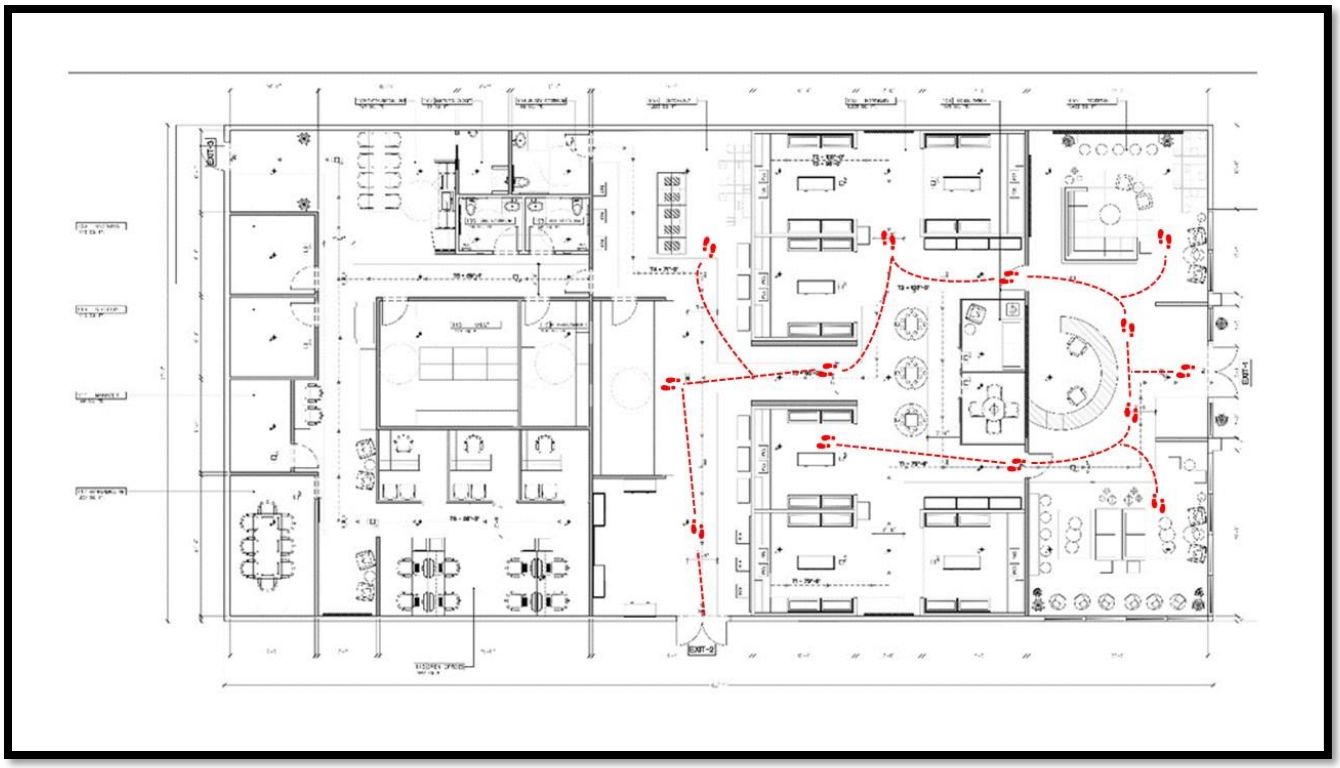

Figure 13 (proposed CROP layout design at 655 Cochituate Road, Framingham)

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Section 4
Market & Revenue Predictions

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4.1 Market Predictions

CROP predicts the Massachusetts cannabis market to be reasonably mature in 2022, when it plans to enter the market. We estimate the market will generate monthly revenue of approximately $150 million by early 2022 with a monthly growth rate beginning at 2% and ending at 1% by the end of 2022. CROP believes its location in Framingham's highly coveted retail corridor will achieve a 0.7% share of the market, generating revenue of $9.7M in its first 9 months of operation. A summary of CROPs market predictions is outlined below.

CROP MASSACHUSETTS												
SALES PROJECTIONS							3%					
		Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Dispensary 1 - MA (Framingham)		-	-	1,014,630	1,034,923	1,055,621	1,076,733	1,098,268	1,109,251	1,120,343	1,131,547	1,142,862
$50	26%	-	-	70,239	71,644	73,077	74,538	76,029	76,789	77,557	78,333	79,116
$100	19%	-	-	106,165	108,288	110,454	112,663	114,916	116,065	117,226	118,398	119,582
$200	22%	-	-	237,245	241,990	246,830	251,766	256,802	259,370	261,963	264,583	267,229
$300	12%	-	-	196,703	200,637	204,649	208,742	212,917	215,046	217,197	219,369	221,562
$350	21%	-	-	404,278	412,364	420,611	429,023	437,604	441,980	446,400	450,864	455,372
Total Sales		**$ -**	**$ -**	**$ 1,014,630**	**$ 1,034,923**	**$ 1,055,621**	**$ 1,076,733**	**$ 1,098,268**	**$ 1,109,251**	**$ 1,120,343**	**$ 1,131,547**	**$ 1,142,862**
OPERATING DAYS		Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Operating Days												
Days Per Month		28	31	30	31	30	31	31	30	31	30	31
Federal/State Holidays		0	0	0	1	0	1	0	1	0	1	1
Days Open Per Month		28	31	30	30	30	30	31	29	31	29	30
MA MARKET SPEND												
Average Customer Spend	$ 50.00	$10,386,420	$10,594,148	$10,806,031	$11,022,152	$11,242,595	$11,467,447	$11,696,796	$11,813,764	$11,931,901	$12,051,220	$12,171,732
	$ 100.00	$15,698,805	$16,012,781	$16,333,037	$16,659,697	$16,992,891	$17,332,749	$17,679,404	$17,856,198	$18,034,760	$18,215,108	$18,397,259
	$ 200.00	$35,081,941	$35,783,580	$36,499,251	$37,229,236	$37,973,821	$38,733,297	$39,507,963	$39,903,043	$40,302,073	$40,705,094	$41,112,145
	$ 300.00	$29,086,823	$29,668,560	$30,261,931	$30,867,170	$31,484,513	$32,114,203	$32,756,487	$33,084,052	$33,414,893	$33,749,042	$34,086,532
	$ 350.00	$59,781,502	$60,977,132	$62,196,674	$63,440,608	$64,709,420	$66,003,608	$67,323,680	$67,996,917	$68,676,886	$69,363,655	$70,057,292
MA Market Total Spend		**150,035,490**	**153,036,200**	**156,096,924**	**159,218,863**	**162,403,240**	**165,651,305**	**168,964,331**	**170,653,974**	**172,360,514**	**174,084,119**	**175,824,960**
MONTHLY CUSTOMER COUNT										978,445		
Customers	340,979	807,967	824,127	840,609	857,421	874,570	892,061	909,902	919,001	928,191	937,473	946,848
Monthly growth rate	0.030	2.0%	0.020	2.0%	2.0%	2.0%	2.0%	0.010	1.0%	1.0%	1.0%	1.0%
Total Customers		807,967	824,127	840,609	857,421	874,570	892,061	909,902	919,001	928,191	937,473	946,848
MARKET SHARE MODEL												
Store #1	0.7%	-	-	5,464	5,573	5,685	5,798	5,914	5,974	6,033	6,094	6,155

Figure 14 (Market Summary Predictions)

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4.2 Revenue and Cost Predictions

CROP estimates it will generate revenue of $9.7 million in its first year, followed by $14.5 million in its second year. We expect this revenue to be a result of 200-220 average daily customers, with peak shopping days (Friday/Saturday) seeing 300 daily customers. A summary of the estimated Profit & Loss Statement is outlined below.

CROP MASSACHUSETTS							
SUMMARY PROFIT & LOSS	CALENDAR YEAR ENDING:						
	December	2020	2021	2022	2023	2024	2025
REVENUE							
Revenue - Store #1 (Framingham)		-	-	9,784,178	14,508,692	14,682,064	14,254,866
TOTAL REVENUE		$ -	$ -	**$ 9,784,178**	**$ 14,508,692**	**$ 14,682,064**	**$ 14,254,866**
Dispensaries Open							
COST OF GOODS SOLD							
Labor		-	-	447,970	609,561	622,135	635,024
Materials + Overhead		-	-	3,913,671	5,803,477	5,872,826	5,701,946
<insert above>							
TOTAL COST OF GOODS SOLD		$ -	$ -	$ 4,361,641	$ 6,413,038	$ 6,494,961	$ 6,336,970
			0%	*45%*	*44%*	*44%*	*44%*
GROSS INCOME		$ -	$ -	$ 5,422,537	$ 8,095,655	$ 8,187,103	$ 7,917,896
Margin			*0%*	*55%*	*56%*	*56%*	*56%*
OPERATING EXPENSES							
Salary & Benefits (GBL/Non-COGS)	100%	-	-	840,245	1,141,063	1,162,318	1,184,103
Salary & Benefits (Local/Non-COGS)	100%	-	-	934,033	1,334,669	1,362,743	1,391,518
Admin		-	-	32,838	83,190	158,062	300,317
Banking / Merchant Acct. Fees		-	-	165,560	286,324	337,780	378,000
Interest Expense		-	-	142,005	234,268	128,294	22,833
Insurance		-	-	57,379	81,860	87,591	93,722
IT		-	-	38,664	55,161	59,023	63,154
Licensing		-	-	39,724	56,673	60,640	64,884
Marketing		-	-	322,878	638,382	646,011	627,214
Other		-	-	33,898	48,361	58,033	69,639
Prof Services		-	-	79,448	113,345	121,279	129,769
R&D		-	-	247,500	385,000	440,000	495,000
Rent Expenses (Rent, NNN, Utilities, etc.)		-	-	249,075	340,403	348,913	357,635
Security		-	-	27,542	39,293	47,152	56,582
Shopping Bags		-	-	91,860	149,631	166,879	178,705
Training		-	-	7,574	10,806	11,562	12,371
Travel & Ent		-	-	9,534	13,601	14,554	15,572
Community Benefits Program (Donation)		-	-	52,345	83,055	89,931	93,426
<insert above>							
TOTAL OPERATING EXPENSES		$ -	$ -	$ 3,372,101	$ 5,095,086	$ 5,300,760	$ 5,534,446
			0%	*34%*	*35%*	*36%*	*39%*
EBITDA		$ -	$ -	$ 2,050,436	$ 3,000,568	$ 2,886,343	$ 2,383,450
			0%	21%	21%	20%	17%

Figure 15 (Estimated Profit & Loss)

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Section 5
Executive Team

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5.1 Business Team Summary

Consistent with the values and traditions of its owners, CROP will become a community that is product-centric and supports the community while serving customers by professionally providing safe, consistent, and compliant cannabis products to adults in Framingham. CROP team members have collective business acumen in the fields of medical device manufacturing, defense technology innovation, high tech R&D, food manufacturing, and medical marijuana, all of which will be vital experience as CROP helps the City of Framingham execute its intent toward establishing a safe, sanitary, and compliant program.

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5.2 Board Member, Lisa Lewis

Lisa Lewis, Founder & Member of the Board of Directors is a 30-year veteran in the television post-production industry. Her skills in operations management have taken her from Hollywood to Boston with projects ranging from network television series and commercials to music videos, innovative special effects and corporate communications. Lisa holds a BA from Brown University. As an applicant coordinator and a member of the Board of Directors, Lisa has volunteered over 11,000 hours of her time, pro-bono, for over 13 years with Caring Canines Visiting Therapy Dogs, Inc. of Boston. Caring Canines is a Massachusetts based non-profit therapy dog organization that has served the metro Boston area for over 17-years. They are focused on serving children in hospitals and school special-education classrooms, adolescents with behavioral challenges, and individuals with disabilities at day habilitation and residential programs. Lisa left the Board in 2018, but continues to dedicate her time recruiting and evaluating new dogs and their owners for the organization. Lisa expects to rejoin the Board of Directors in 2019, and will continue working passionately for the organization for the foreseeable future. Lisa will help guide CROP's executive team whilst fostering an environment of compassion and charitable giving. Lisa's experience has illuminated a particularly striking concept that the entire CROP team has also realized: There is always room in our lives to provide support to people in need, and it takes a community to do so.

CROP

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5.3 CEO, Gordon Lewis

CROP was founded by Gordon Lewis, of Needham, MA with an idea that cannabis products could be a creative outlet for adults, free of stigma, whilst giving back to the community. Gordon is a veteran Senior Executive, Entrepreneur and Engineer. He brings over 30 years of executive leadership to Innovative Flower LLC, with diverse management and product realization expertise that spans robotics, consumer, medical device, sports and military markets.

Mr. Lewis has spent a significant amount of his career developing products in highly regulated markets. He has created highly specialized robotic systems for use inside nuclear power plant reactor steam generators, an industry heavily regulated by the NRC. He developed a next-generation Class II medical device that tracks radionuclides inside the human body during breast cancer surgery, a product which required rigorous testing and approvals from the FDA. Mr. Lewis also developed a state-of-the-art hand held lead in paint detection system that was powered by a nuclear isotope (cobalt-57) which was regulated by both the NRC and the Massachusetts Radiation Control Program. He is proficient in ISO9001 and ISO13485 (medical device) manufacturing quality standards.

Mr. Lewis is an expert in both domestic and offshore manufacturing, and brought online a factory in Shenzhen China, where he lived intermittently for nearly four years.

He has founded and led 2 ventures to successful exits, including one to a Fortune 500 company. Mr. Lewis holds a mechanical engineering degree from MIT, and has 6 patents in technologies ranging from water filtration to physiological monitoring. He was born and raised on Cape Cod, MA, and resided in the Commonwealth for most of his life. In his spare time Gordon is a longtime technical and business mentor of young engineers, entrepreneurs, and startups. One of the many new products and young companies he has mentored include the 2013 Mass Challenge Gold Winner & Top Funding Winner, Silverside Detectors.

CROP

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5.4 COO, Brad Francis

CROP's Chief Operations Officer, Brad Francis has eight years of experience running medical marijuana operations in three US states. As the former Director of Operations for Cure Holdings, Mr. Francis designed and implemented three cultivation facilities totaling over 50,000 SF; and five medical marijuana dispensaries. Mr. Francis' proven conservative financial and long-term production models match the values of CROP owners and have demonstrated positive outcomes at licensed facilities in Colorado, Hawaii, and Pennsylvania. As Director of Operations for Cure Holdings since 2014, Mr. Francis has produced thousands of pounds of state-regulated medical marijuana.

Prior to Joining Cure Holdings, Mr. Francis was the Director of Operations for the WCM in Maine. Mr. Francis relied on his military background to turn the fledgling medical marijuana organization into a $15 million non-profit operation. Mr. Francis increased efficiency and quality production while improving morale and decreasing turnover of the 65 employees at the 20,000 square foot production facility and four retail locations.

Mr. Francis holds a degree in Finance from UMass Lowell and served as an Officer in the Massachusetts National Guard for more than 13 years, including a tour in Afghanistan. In his spare time, Mr. Francis volunteers for the Junior Achievement Academy where he mentors High School Seniors in the Entrepreneurship program which challenges students, through interactive classroom activities, to start their own entrepreneurial venture while still in High School.

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Section 6
Operations Plan

CROP

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6.1 Opening Plan Summary

The opening of a retail store is an important milestone in the lifecycle of a business. It is the first chance and often times the only chance to make a great impression on customers, neighbors, and the community. CROP recognizes that these stakes are far greater in the circumstances of retail cannabis, and we do not take this lightly. CROP has carefully considered a measured approach to opening a marijuana establishment in the City of Framingham and will place the interests of its customers, employees, neighbors, and community ahead of profits. This approach includes a robust and comprehensive training plan; a soft opening; excess staffing; additional safety measures; and parking/traffic mitigation techniques.

In preparation to the commencement of operations, and in addition to the Responsible Vendor Training Program, CROP will execute a robust employee training plan that will begin one month prior to the opening date. Employees will train rigorously for the month in preparation for six days of a soft opening, and finally the grand opening. Before opening our doors, all staff will take a written exam that measures, among other things, their knowledge of state and local cannabis laws, CROP policies and procedures, cannabis product knowledge, system knowledge, safety & security knowledge. Employees will be required to earn at least a 95% on this exam in order to work shifts once the store opens. Employees who do not earn at least a 95% on the exam will undergo re-training until they are able to pass the exam. If an employee is unable to pass with at least a 95% they will not be allowed to work at CROP. This standard is reflective of the level of service CROP is committed to providing its customers, neighbors, and community.

Upon receiving the CCC's approval to commence operations, six days of a soft open will be scheduled. On the first day, employees, managers, and the executive team will be encouraged to invite their friends and family (of appropriate age) to come and shop and experience the retail location. The following day, we will invite community leaders from around Framingham to come experience the establishment. This will include prominent members of the business community, as well as local Framingham officials. These two days will serve as a dress rehearsal for the staff and management to work out any kinks before opening to the general public. After these two days the doors will open to the public at large, without advertising, by appointment only, or at will, depending on the recommendation from the City of Framingham.

For the initial two month operating period, CROP will maintain a staffing level of 1.5x what will be necessary under normal operating conditions. This will ensure optimal customer service and compliance as well as expeditious flow of customer traffic through the establishment. After two months of

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operations, the level of staffing will be reevaluated, and reduced as necessary depending on upon consumer demand and customer turnout.

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6.2 Municipal Support Plan

In order to minimize impact of opening events on neighboring businesses, and in an effort to support local law enforcement, CROP will hire a detail to assist with traffic and parking onsite. The goal of this plan is to increase security and minimize any disruption on neighboring businesses or local traffic. While several options exist, CROP will give preference to the Framingham Police Department by submitting a request for traffic detail. If the department is unable to support the request, CROP will contract services from a private vendor. Leading up to, and for the duration of the first two months, we will work closely with the Framingham Police Chief to develop and implement our traffic mitigation plan. We will execute this plan with input from the Framingham Police Chief and maintain its status so long as deemed necessary by the Chief and/or other City of Framingham representatives pursuant to the HCA. As business operations normalize, we expect that customers will become accustomed to parking lot circulation and traffic flow, thus eliminating the need for a full time traffic officer.

Separate from traffic monitoring, CROP will employ a full-time parking lot attendant who is also a member of CROPs security team; and will monitor the parking lot for signs of diversion, ensuring CROP customers do not interfere with neighboring businesses. The parking lot attendant will also be trained to identify and prevent activities connected with "looping". Looping is a practice commonly used by individuals connected with diversion. The customer typically will make several trips per day, purchasing the maximum quantity allowed by law in a single transaction, and by making multiple trips, they're able to circumvent the intent of the law. CROP has a zero tolerance for looping and will educate customers that we enforce a daily purchase limit. In addition to visual identification, CROP will utilize electronic methods of preventing loopers via a robust POS that is customized to automatically calculate and enforce daily purchase limits.

CROP

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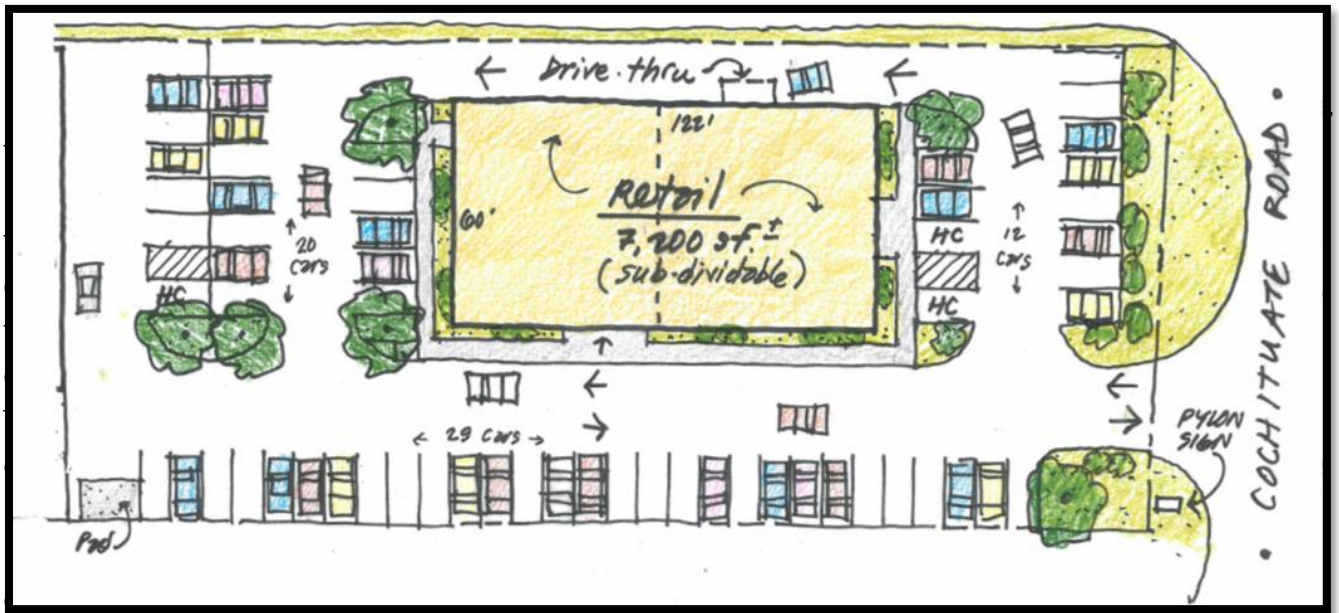
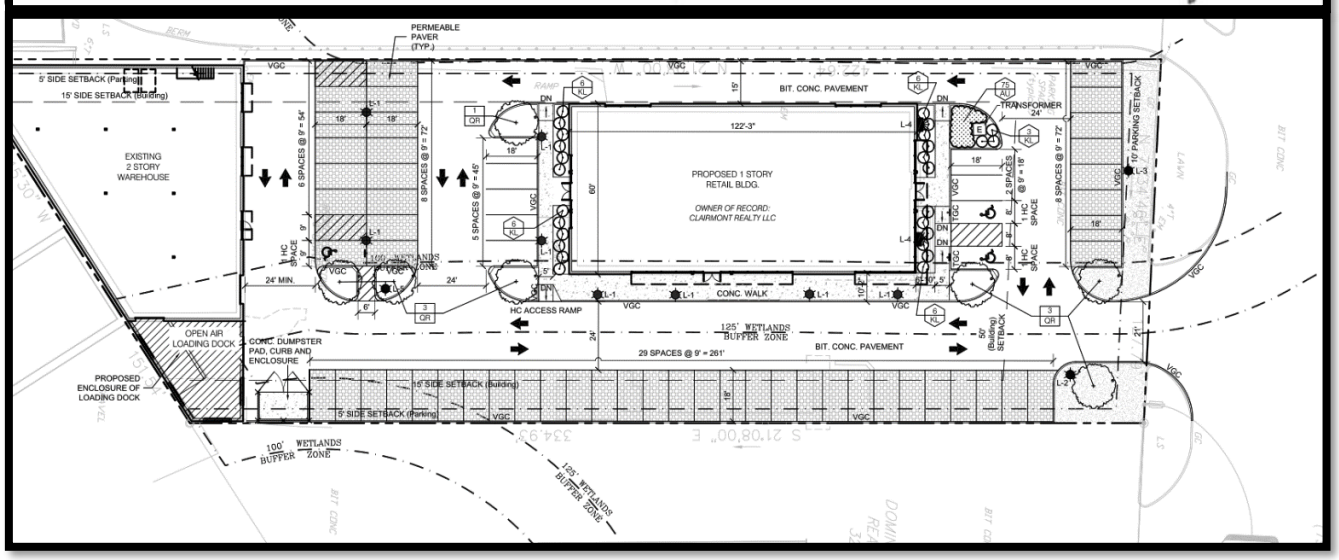
6.3 Parking Plan

The site currently contains 27 off-street parking spaces. After completion of the proposed project the site will contain 64 parking spaces, an increase of 37 parking spaces. Central pools is a low intensity use, as there are generally no more than 3 employees on site at any one time and it is not the type of use that generates high volume of customer parking and traffic. With a total of 64 parking spaces available on the site, the proposed parking lot is expected to provide adequate parking for all customers and employees of the renovated space when fully occupied and operational. Additionally, elimination of angled parking and the creation of a two-way driving lane on the east side of the building will greatly improve the flow of traffic into the lot, thus reducing the risk of queuing on Route-30. *(see technical and conceptual drawings below)*





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For comparison as to how CROP will fare compared with other retail uses, we looked at the Gross Floor Area (GFA) ratio which is the ratio of the gross floor area within a building to the number of parking spaces available. This ratio is commonly used in the retail industry to evaluate whether a shopping center has adequate parking. The lower the number, the more favorable the parking scenario. The property at 655 Cochituate will have a GFA ratio of 118.03 which is 50% more favorable than some nearby retailers. For this analysis we considered the following GFA ratios:

- Shoppers World Plaza ---------- 206.2
- Lowes ---------- 266.4
- Framingham Plaza ---------- 227.9.

Employee Parking

In order to ensure that the maximum number of parking spaces are available for customers, CROP has identified an alternate parking plan for the thirty employee's that will work at this location. The alternate parking plan will involve employees parking their vehicles at an offsite lot and shuttling to work. CROP has identified an offsite lot that is available for lease and plans to secure the property upon final licensure. CROP has included the extra costs associated with this non-standard arrangement in its overall budget. Over time, as operations normalize CROP will re-evaluate the need for this plan at the recommendation of the Framingham Marijuana Advisory Team.

Parking Attendant

A full time parking attendant, who is also a member of CROPs security team, will be employed to direct cars within the lot, and to assist customers with anything they may need. The attendant will also make sure that customers refrain from parking in neighboring lots while attempting to shop at our establishment. Anyone who parks in a place other than designated spaces shall not be allowed to enter the establishment until their vehicle is parked appropriately. In addition to maintaining a professional and orderly image, the parking attendant will be trained to identify signs of diversion, thus decreasing the burden of out-of-state and/or town customers wishing to circumvent the legal cannabis laws we're trying to uphold. Any signs of diversion will be immediately reported to Framingham Police and/or CCC, and the license plate, make/model will be recorded on an incident log. If the suspected diversion is tied to a customer that has previously shopped with CROP, their driver's license will be flagged in the ID scanning software and that ID will be denied entry in the future when scanned at our entrance.

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6.4 Capacity Analysis

Following the opening of the first adult-use cannabis dispensaries on the east coast, the press widely covered the negative impacts of traffic and insufficient parking on the local communities in Leicester. In response, CROP has carefully analyzed its parking capacity during the first months of operation and steady state, outlined below.

To complete this analysis, we separated customers into four unique categories: (1) First time customer - Standard; (2) First time customer- Fast; (3) Repeat customer - Standard; and (4) Repeat customer – Express. Each customer category was then assigned a dwell time for each step of our process adding up to a total dwell time per customer. We then used these values to calculate how many customers we could handle both in the parking lot, and in the store. While all customer types put pressure on the parking lot, all but express customers put pressure on the market due to the order being placed online ahead of arrival. We also assumed that 75% of customers will travel alone, while 25% of customers will travel in pairs, thus putting additional pressure on the store. In the first month of operation, we increased the marketplace employees to 18, while steady state operations will require 12 *(as shown in figure 15 below)*.

The second month of operation is the worst case scenario, during which CROP will need to accommodate 58 cars per hour and 1,442 customers per day, which we find to be near reasonable based on current data, but unstainable. At this rate, and given an average dwell time of 29 minutes, our parking would only turn 1x per hour at capacity. For reference, the first dispensaries to open reported seeing up to 2,500 customers per day. Given that CROP will open more than two years after the dust settles from the first stores, and will likely be the final store to open in Framingham, we believe that our parking lot will sufficiently accommodate the traffic even once we achieve capacity. *(see figure 16 below)*

During steady state operations, the capacity indicates that a total of 46 cars would visit the store per hour. At this rate, CROP would generate a staggering $50 million in sales, which is unprecedented and highly unlikely. Although, should this scenario occur, CROP would sufficiently be able to handle 46 cars per hour based on its current plant to create 64 parking spaces onsite. *(see figure 18 below)*

Further, the completion of the footbridge over Rte. 30 (permit no. 141059) will help customers and employees alike gain easier access to the bus stop on MWRTA Route 10 bus line. The foot bridge, slated to begin construction in 2021, will also facilitate easier access for pedestrians and cyclists utilizing the Cochituate Rail Trail.

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Opening Month: 18 retail stations	AVG Time in Retail Market	Customers/ hr (18 stations-- ADD 1 STAFF PER MARKET STATION)	% of total customer count in Market	# of customer type per hour	Dwell time reception	Dwell time Market	Dwell time order fill/check out	Total dwell time	required parking spaces per hour (1 pp/car)	@1.25 pp/car avg
first time customer: Shopper	13	84	75%	63	13	15	10	38	40	32
First Time customer: Fast	10	108	25%	27	13	10	10	33	15	12
Express customer (20% of total customer count)	0		0%	23	0	0	10	10	4	3
Total customers/hr				**113**						
Total customers/day (10 hrs /day operation)				**1130**						
Cars per hour (75%: 1 pp, 25%: 2pp = 1.25 PP/car avg)				**46.87**						
avg ticket				$ 115						
avg revenue/day				$ 129,950						
avg annual Retail				$ 47,431,750						

Figure 16 (Capacity Study – First month of operation)

2nd Month: 18 retail stations	AVG Time in Retail Market	Customers/ hr (18 stations-- ADD 1 STAFF PER MARKET STATION)	% of total customer count in Market	# of customer type per hour	Dwell time reception	Dwell time Market	Dwell time order fill/check out	Total dwell time	required parking spaces per hour (1 pp/car)	@1.25 pp/car avg
first time customer: Shopper	13	84	60%	50.4	13	15	10	38	32	26
New customer: Fast	10	108	20%	21.6	13	10	10	33	12	10
Regular customer	5	216	20%	43.2	13	10	10	33	24	19
Express customer (20% of total customer count)	0		0%	29	0	0	10	10	5	4
Total customers/hr				**144.2**						
Total customers/day (10 hrs /day operation)				**1442**						
Cars per hour (75%: 1 pp, 25%: 2pp = 1.25 PP/car avg)				**57.91**						
avg ticket				$ 115						
avg revenue/day				$ 165,830						
avg annual Retail				$ 60,527,950						

Figure 17 (Capacity Study – Second month of operation)

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3rd Month: 12 retail stations	AVG Time in Retail Market	Customers/ hr (12 stations)	% of total customer count in Market	# of customer type per hour	Dwell time reception	Dwell time Market	Dwell time order fill/check out	Total dwell time	required parking spaces per hour (1 pp/car)	@1.25 pp/car avg
first time customer: Shopper	13	56	50%	28	13	15	10	38	18	14
New customer: Fast	10	72	20%	14.4	13	10	10	33	8	6
Regular customer	6	120	30%	36	13	10	10	33	20	16
Express customer (20% of total customer count)	0		0%	20	0	0	10	10	3	3
Total customers/hr				**98.4**						
Total customers/day (10 hrs /day operation)				**984**						
Cars per hour (75%: 1 pp, 25%: 2pp = 1.25 PP/car avg)				**39.03**						
avg ticket				$ 115						
avg revenue/day				$ 113,160						
avg annual Retail				$ 41,303,400						

Figure 18 (Capacity Study – Third month of operation)

4th Month (steady state capacity)	AVG Time in Retail Market	Customers/ hr (12 stations)	% of total customer count in Market	# of customer type per hour	Dwell time reception	Dwell time Market	Dwell time order fill/check out	Total dwell time	required parking spaces per hour (1 pp/car)	@1.25 pp/car avg
first time customer: Shopper	13	56	30%	16.8	13	15	10	38	11	9
New customer: Fast	10	72	40%	28.8	13	10	10	33	16	13
Regular customer	6	120	40%	48	13	10	10	33	26	21
Express customer (20% of total customer count)	0		0%	24	0	0	10	10	4	3
Total customers/hr				**117.6**						
Total customers/day (10 hrs /day operation)				**1176**						
Cars per hour (75%: 1 pp, 25%: 2pp = 1.25 PP/car avg)				**45.50**						
avg ticket				$ 115						
avg revenue/day				$ 135,240						
avg annual Retail				$ 49,362,600						

Figure 19 (Capacity Study – Steady state operations)

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Section 7
Staffing Plan

CROP

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7.1 Staffing Summary

If awarded a license as a marijuana establishment in the City of Framingham, CROP will transform its property at 655 Cochituate road into a state-of-the-art retail facility that will employ a staff of 40 associates, specialists, managers, and executives. CROP plans to include a corporate office in the rear of the property which will house up to ten professionals, while the front of house staffing plan demonstrates a staffing need of 29 full-time employees. As demonstrated in figure 20 below, CROP estimates it will contribute approximately $1,100,000 to the local labor market annually.

CROP truly believes that employees are its greatest asset, and plans to demonstrate its sincerity by offering a competitive wage to dispensary employees. CROP's minimum wage will start at $17.75/hour and will include a $700/month health insurance contribution, and 8% annual bonus incentive. In addition to offering a fantastic wage and dynamic work environment, CROP has developed a hiring plan to give preference to underrepresented minorities, disproportionately impacted individuals, and Framingham residents.

According to indeed.com, the average retail sales associate in Framingham makes $13.86 per hour, while retail sales associates next door in Natick make an average of $17.54. We believe that our competitive benefits package will attract the top talent and keep jobs in Framingham.

The table below outlines a consolidated staffing plan for the dispensary, by position.

Position	Start Date	Qty	Rate	Bonus	Bonuses	Insurance Contribution (All are blended Single/Family)$700/mo. Per Employee; $1000/ Mo. Per Manager; $1800/mo. Per Executive)	Total Insurance Contributio	Fringe (15%: Employment Taxes, Vacation, etc	Monthly Fringe
Store Manager - D1	<auto>	1	$ 60,000	10%	$ 6,000	1,000	$ 12,000	$ 9,000	$ 750
Assistant Store Manager - D1	<auto>	1	$ 45,000	8%	$ 3,600	700	$ 8,400	$ 6,750	$ 563
Third Key - D1	<auto>	1	$ 33,280	8%	$ 2,662	700	$ 8,400	$ 4,992	$ 416
Sales Associate #1 - D1	<auto>	15	$ 31,200	8%	$ 2,496	700	$ 8,400	$ 4,680	$ 390
Order Fulfillment Associate #1 - D1	<auto>	3	$ 33,280	8%	$ 2,662	700	$ 8,400	$ 4,992	$ 416
Greeter/Security #1 - D1	<auto>	7	$ 33,280	8%	$ 2,662	700	$ 8,400	$ 4,992	$ 416
<end>									
Total Payroll, Taxes and Fringe		1,071,549							
Total Employee Count		29							

Figure 20 (CROP Dispensary Staffing Overview)

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7.2 Dispensary Staffing Schedule

The following table outlines CROPs front of house staffing schedule by position for each day of the week, taking into account peak shopping times. This schedule indicates that CROP will need 29 full time retail employees in six skilled job positions to execute its plan.

CROP MASSACHUSETTS																	
EMPLOYEE HOURS - DISPENSARY																	
Summary										Store #1	Store #2	Store #3					
Hours of Operation	10a-8p	10	Hours per day				Average number of customers			6,397	6,102	3,281					
Working Hours	9:30a-8:30p						Average monthly tickets			12,216	11,652	6,265					
Weekly Total	Working hrs/wk	# positions	# hours tota	Hours / mo	hours/mo/c	FTE	Visits per unique cust per month			2	2	2					
Manager	45.0	1.0	45.0	196	0.03	1							Floor service:daily customer ratios				
Assistant Manager	40.0	1.0	40.0	174	0.03	1							# floor serv	Min	max	cust/hr	cust/hr/rep
Third Key	40.0	0.5	18.0	78	0.01	0							5.0	350	500.0	41.7	8.3
Sales Associate	40.0	13.7	549.0	2,386	0.37	14							4.0	250	350.0	29.2	7.3
Order Fulfillment	40.0	2.3	93.0	404	**1.00**	2							3.0	150	250.0	20.8	6.9
Greeter/Security	40.0	5.4	217.0	943	0.15	5							2.0	-	150.0	12.5	6.3
Insert Above																	
		7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	
Weekly																	
Manager	45.0	-	-	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	-	-	-	-	
Assistant Manager	40.0	-	-	2.0	2.0	2.0	2.0	3.0	5.0	5.0	5.0	5.0	3.0	3.0	3.0	-	
Third Key	18.0	-	-	-	-	-	-	-	-	-	2.0	4.0	4.0	4.0	4.0	-	
Sales Associate	549.0	-	-	23.0	46.0	54.0	58.0	56.0	46.0	32.0	56.0	56.0	56.0	44.0	22.0	-	
Order Fulfillment	93.0	-	-	-	6.5	10.0	10.0	11.0	9.0	8.0	8.0	10.0	10.0	7.0	3.5	-	
Greeter/Security	217.0	-	-	7.0	16.0	18.0	23.0	23.0	22.0	21.0	22.0	22.0	22.0	14.0	7.0	-	
Insert Above																	
Monday																	
Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0					
Assistant Manager	8.0	-	-	-	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		
Third Key	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Sales Associate	58.0	-	-	2.0	4.0	6.0	6.0	6.0	6.0	4.0	6.0	6.0	6.0	4.0	2.0		
Order Fulfillment	10.5	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5		
Greeter/Security	29.0	-	-	1.0	2.0	2.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0		
Insert Above																	
	114.5	-	-	4.0	8.0	10.0	11.0	12.0	12.0	10.0	12.0	12.0	11.0	8.0	4.5	-	
Tuesday																	
Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0					
Assistant Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Third Key	4.0	-	-	-	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0		
Sales Associate	76.0	-	-	3.0	6.0	8.0	8.0	8.0	6.0	4.0	8.0	8.0	8.0	6.0	3.0		
Order Fulfillment	10.5		-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5		
Greeter/Security	29.0	-	-	1.0	2.0	2.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0		
Insert Above																	
	128.5	-	-	5.0	10.0	12.0	13.0	13.0	11.0	9.0	13.0	14.0	13.0	10.0	5.5		
Wednesday																	
Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0					
Assistant Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Third Key	4.0	-	-	-	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0		
Sales Associate	76.0	-	-	3.0	6.0	8.0	8.0	8.0	6.0	4.0	8.0	8.0	8.0	6.0	3.0		
Order Fulfillment	10.5	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5		
Greeter/Security	29.0	-	-	1.0	2.0	2.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0		
Insert Above																	
	128.5	-	-	5.0	10.0	12.0	13.0	13.0	11.0	9.0	13.0	14.0	13.0	10.0	5.5		

Figure 21 (CROP Daily Staffing Schedule Monday – Tuesday)

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Staffing schedule continued…

CROP MASSACHUSETTS EMPLOYEE HOURS - DISPENSARY															
Thursday															
Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0			
Assistant Manager	7.0	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Third Key	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Associate	79.0	-	-	4.0	8.0	8.0	8.0	8.0	6.0	4.0	8.0	8.0	8.0	6.0	3.0
Order Fulfillment	15.5	-	-	-	1.0	2.0	2.0	2.0	1.0	1.0	1.0	2.0	2.0	1.0	0.5
Greeter/Security	29.0	-	-	1.0	2.0	2.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0
Insert Above															
	139.5	-	-	6.0	12.0	13.0	14.0	14.0	12.0	10.0	14.0	15.0	14.0	10.0	5.5
Friday															
Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0			
Assistant Manager	7.0	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Third Key	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Associate	92.0	-	-	4.0	8.0	10.0	10.0	8.0	6.0	4.0	10.0	10.0	10.0	8.0	4.0
Order Fulfillment	15.5	-	-	-	1.0	2.0	2.0	2.0	1.0	1.0	1.0	2.0	2.0	1.0	0.5
Greeter/Security	37.0	-	-	1.0	3.0	4.0	4.0	4.0	3.0	3.0	4.0	4.0	4.0	2.0	1.0
Insert Above															
	160.5	-	-	6.0	13.0	17.0	17.0	15.0	12.0	10.0	17.0	18.0	17.0	12.0	6.5
Saturday															
Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assistant Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	-	-	-
Third Key	5.0	-	-	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0	1.0
Sales Associate	96.0	-	-	4.0	8.0	8.0	10.0	10.0	8.0	6.0	10.0	10.0	10.0	8.0	4.0
Order Fulfillment	18.5	-	-	-	1.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	0.5
Greeter/Security	35.0	-	-	1.0	3.0	4.0	4.0	4.0	4.0	3.0	3.0	3.0	3.0	2.0	1.0
Insert Above															
	163.5	-	-	6.0	13.0	15.0	17.0	17.0	15.0	12.0	17.0	17.0	16.0	11.0	6.5
Sunday															
Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assistant Manager	9.0	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	-	-	-
Third Key	5.0	-	-	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0	1.0
Sales Associate	72.0	-	-	3.0	6.0	6.0	8.0	8.0	8.0	6.0	6.0	6.0	6.0	6.0	3.0
Order Fulfillment	12.0	-	-	-	0.5	1.0	1.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	0.5
Greeter/Security	29.0	-	-	1.0	2.0	2.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0
Insert Above															
	127.0	-	-	5.0	9.5	10.0	13.0	14.0	14.0	11.0	12.0	12.0	11.0	10.0	5.5

Figure 22 (CROP daily staffing schedule Wednesday – Sunday)

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7.3 Staffing Descriptions

CEO

The chief executive officer is responsible for setting strategic and long-range directional goals, modeling the CRoP company culture and values, and leading the senior management team. Additional duties include allocating resources and acting as the main point of communication between the board of directors and management.

CFO

The chief financial officer position is responsible for the company's administrative, financial, and risk management operations. Duties include the development of a financial strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to report accurate financial results.

COO

The chief operating officer is responsible for providing the leadership and management to ensure that the company has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively achieve strategic goals and grow the organization.

CCO

The chief compliance officer is responsible for overseeing and managing both internal and external compliance. Duties include establishing standards and implementing procedures to ensure that the compliance programs throughout the organization are effective and efficient in identifying, preventing, detecting and correcting noncompliance with applicable laws and regulations, as well as ensuring that employees are complying with internal policies and procedures.

Director of Operations

The director of operations is responsible for day to day leadership of all store operations and managers. He/she will also work alongside the COO to monitor systems, people, and help execute the CEO's vision.

Store Manager

The retail manager is responsible for the day-to-day operations at CROP Framingham, overseeing store employees and maintaining the customer service experience. He/she is responsible for interviewing, hiring and training new employees, as well as performance management, and workplace scheduling. Additionally, this position is responsible for managing weekly inventory counts and general compliance adherence of the team.

Assistant Manager

The function of the assistant store manager is to support the retail manager in the daily operations. This role will supervise employees, work with customers and help carry out the directives of the manager.

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Third Key

The third key holder is responsible for the opening and closing of the store when the manager and assistant manager are not present. Their duties also include sales associate and assistant manager level functions.

Reception

The reception position is responsible for verifying and scanning ID's, entering customers into the electronic queuing system and guiding them through the customer journey. Additionally, this role assists in maintaining security by following procedures, monitoring customer flow, and answering phones.

Sales Associate

The sales associate is responsible for greeting customers on the sales floor, responding to questions, improving engagement with merchandise and providing outstanding customer service. Sales associates consult with customers to find what they want, process virtual tickets, and guide customers to checkout for order pickup.

Cashier

Cashiers are responsible for operating the point-of-sale system, managing financial transactions of fulfilled virtual tickets, and balancing drawers. As the final touchpoint on the customer journey, it is the cashier's duty to ensure that all transactions are compliant and accurate.

Inventory Manager

The inventory manager oversees the order fulfillment team and is responsible for ordering, receiving and counting all types of products associated with the retail store. They are also responsible for ensuring that inventory records are accurate and compliant at all times through weekly counts of all products. Additional duties include monitoring physical inventory, implementing process improvement, and investigating discrepancies.

Order Fulfillment

The function of the order fulfillment position is to pick all in-store and online orders by receiving and checking incoming virtual tickets, locating products and retrieving orders according to quantity, size etc. and ensuring accuracy. Additional duties include re-stocking inventory in the order fulfillment zone, keeping records of completed orders and adhering to all compliance and quality standards.

Security Officer

The role of the security officer is to monitor processes to reduce property or financial losses, investigate known or suspected internal theft, external theft, or vendor fraud, inspect buildings, equipment, or access points to determine security risks and maintain documentation on security-related incidents or investigations. Additional duties include monitoring compliance with standard operating procedures for loss prevention, physical security, and risk management.

CROP

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7.4 Operations Manual and Annual Staff Training

CROP believes the key to compliance is training and education at all levels. As such, we've developed a comprehensive operations manual to augment CROPs extensive onboarding and training program. It will cover, in detail, all retail operations planned in Framingham. The operations manual will serve as the backbone for our employee onboarding and training program and every employee will receive their own complete copy for reference. Employees will be encouraged to refer to the operations manual often. The operations manual will be updated and re-released in tandem with regulatory changes at the state and municipal level. Any changes or modifications to the operations manual will be accompanied by a training memorandum and/or session for all employees. All staff will receive an additional 8 hours of supplemental training annually. In addition to regulatory updates, at least once annually, the COO will assemble a group of team members from each level in the organization to conduct a complete review of the operations manual and recommend modifications based on evolving practices and regulations. Upon making revisions, a new version will be released, and subsequent training executed in the prescribed manner.

To demonstrate our sincerity, we've included an excerpt outline of CROPs retail operations manual and the policies contained therein. Members of Framingham's cannabis regulatory departments are invited and encouraged to view the operations manual in its entirety, upon request.

CROP

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7.5 Operations Manual Outline

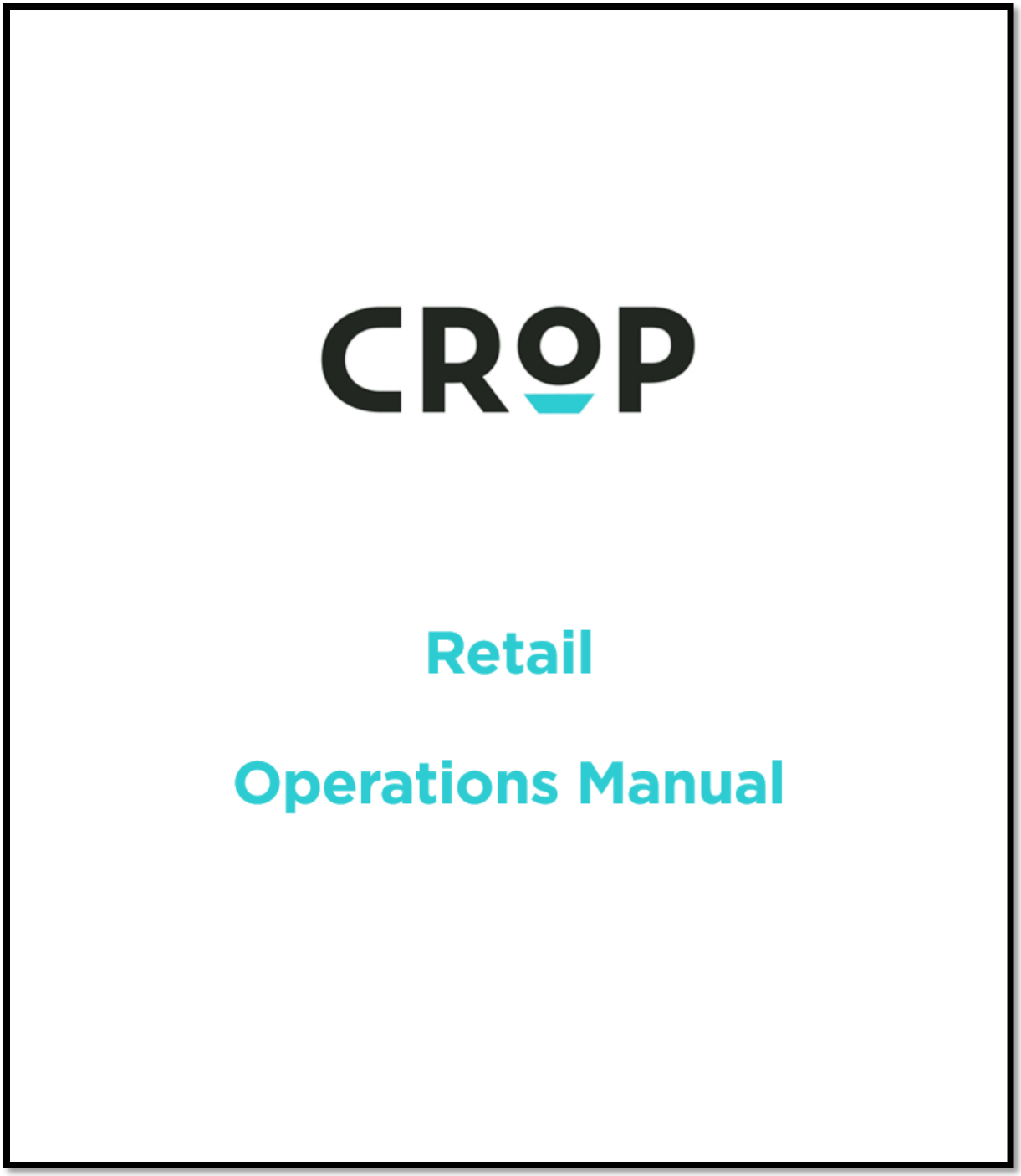

Figure 23 (CROP Operations Manual cover page)

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Figure 254 (CROP Operations Manual TOC)[2r)]

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CROP

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Figure 265 (CROP Operations Manual TOC)

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655 COCHITUATE ROAD

Framingham, MA

Attachment #8

PLAN FOR OBTAINING LIABILITY INSURANCE

Innovative Flower LLC

CROP

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1.1 Insurance Plan - Summary

CROP will obtain and maintain insurance policies with various coverages as part of its normal business operations and in compliance with 935 CMR 500.105. To ensure compliance, the COO and CFO will conduct a monthly audit of the insurance policies to ensure policies are active, paid, and in compliance. CROP will maintain the following coverages:

- General Liability - $1,000,000 per occurrence and $2,000,000 in aggregate, annually
- Product Liability - $1,000,000 per occurrence and $2,000,000 in aggregate, annually
    - The deductible for each policy will be no higher than $5,000 per occurrence

CROP has received a letter of support from, and plans to contract with, National Cannabis Insurance Services. If CROP is unable to bind with NCIS, it will find another insurer with the ability to provide the required coverages. If CROP is unable to obtain the minimum liability coverage as required by 935 CMR 500.105(10) it will place in escrow no less than $250,000 or another amount approved by the commission, to be expended for the coverage of liabilities.

In addition to the minimum required insurance policies, CROP plans to obtain the following additional policies:

- Employment Practices Liability
- Director & Officer Insurance
- Cyber + Internet security adder
- Builders Risk Policy

To demonstrate our sincerity, CROP has obtained indications for the required policies as outlined in the following attachment. Upon being awarded licensure by the CCC, CROP will bind the necessary policies.

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1.2 Insurance Letter of Support

NATIONAL CANNABIS
INSURANCE SERVICES

7181 Chagrin Road, Suite 240
Chagrin Falls, OH 44023

Applicant:
Innovative Flower LLC DBA Crop.
655 Cochituate Road, Framingham, MA.

This letter is to confirm that National Cannabis Insurance Services, Inc. is able to procure the proper liability insurance requirements per the Massachusetts Cannabis Control Commission's 935 CMR 500.105(10) requirements referenced below for the above named applicant.

"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."

Should you have any questions, please contact 800-216-4345.

Sincerely,

Michael J. Bush
Partner
National Cannabis Insurance Services, Inc.

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655 COCHITUATE ROAD

Framingham, MA

Attachment #19

RECORDKEEPING PROCEDURES

Innovative Flower LLC

CROP

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1.1 General Overview

CROP has established policies regarding recordkeeping and record retention in order to ensure the maintenance, safe keeping, and accessibility of critical records. Its recordkeeping and retention policies will observe all requirements prescribed by 935 CMR 500, 830 CMR 62C.25.1 and DOR Directive 16.1. Records will be stored in a locked room and/or secure server designated for record retention. Due to space considerations, some of the Company's records may be stored off-site in secure record storage facilities. The files will be housed in secure facilities and transported using bonded and insured employees in monitored and secure vehicles. Pursuant to 935 CMR 500.105(9), all records will be available for inspection by the Commission upon request. CROP will review its recordkeeping for compliance quarterly, as part of its closing procedures, to ensure that it is keeping and retaining all records in compliance with 935 CMR 500. In addition, CROPs recordkeeping policy and all referenced policies regarding recordkeeping and retention will be reviewed and updated, if necessary, no less than annually. Employees will be trained thoroughly on CROPs recordkeeping practices to prevent accidental or innocent destruction of records. Should CROP cease business operations in the future, all records will be maintained for at least two years pursuant to 935 CMR 500.105(9)(g). When company records become eligible for destruction, such records will be destroyed in accordance with the standards established by the National Association of Information Destruction. The destruction of all records will be evidenced through Certificates of Destruction provided to the Company by the vendor. Certificates of Destruction will be stored electronically on the Company's network.

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1.2 Corporate Records

Corporate Records: Some corporate records will be generated and executed electronically while others will be generated physically. As such, some will be stored electronically and some will be stored physically within a locked and secure space in compliance with 935 CMR 500. Examples of corporate records will include:

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

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1.3 Business Records

Business Records: Many business records will be kept electronically and stored on secure servers. These records will be generated by software programs such as Point-of-Sale, Accounting, and Payroll systems. Software programs will be selected and approved based on guidance, if required, from the Commission. To the extent that any records are financial in nature, they will be maintained in accordance with generally accepted accounting principles. Many of the financial records will be reviewed by the CFO and closed monthly or quarterly as required. Examples of business records will include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting
- documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Separate "marijuana" and "non-marijuana" sales records;
- Software Analysis;
- Salary and wages paid to each employee, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over CROP, including members, if any.

Pursuant to 935 CMR 500.140(5)(d) CROP will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. CROP will maintain records of this monthly analysis.

CROP

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1.4 Personnel Records

Personnel Records: Many personnel records will be generated physically and stored in files within a locked and secure space. At a minimum will include:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with CROP and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030 (2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority,
    - responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500, and 803 CMR 2.00.

Note: Compensation records will be maintained by the CFO in a secure office. Access to these files is limited to only authorized individuals. In accordance with state and federal regulations, all medical information will be maintained in separate files and access will be limited. Any external reference requests regarding past or present employees of the Company will be referred to, and handled, exclusively by the HR Manager. Requests from third parties for information must be made in writing and contain authorization from the employee or former employee.

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1.5 Operational Records

Some operational records will be generated and executed electronically while others will be generated physically. As such, some will be stored electronically and some will be stored physically within a locked and secure space in compliance with 935 CMR 500. Examples of corporate records will include:

1.5.1 Handling and Testing of Marijuana Records

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

1.5.2 Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- CROP will use a POS to maintain real-time inventory. The POS real-time inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

1.5.3 Seed-to-Sale Tracking

- Seed to sale tracking records will be maintained pursuant to 935 CMR 500.105(8)(e)

1.5.4 Incident Reporting Records

- Within ten (10) calendar days, CROP will provide written notice to the Commission of any incident described in 935 CMR 500.110(9), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by CROP for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

1.5.5 Visitor Records

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

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1.5.6 Waste Disposal Records

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

1.5.7 Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Security equipment testing log (monthly)
- Record of a third-party Security System Audit (annual)

1.5.8 Transportation Records

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

1.5.9 Agent Training Records

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

1.5.10 Closure

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

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1.5.11 Written Operating Policies and Procedures:

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

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of CROP's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information and other records required to be maintained confidentially will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the Commission;
    - Engaged in unsafe practices with regard to CROP operations, which will be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of CROP, and members, if any, of the licensee must be made available upon request by any individual;
- Policies and procedures for the handling of cash on CROP premises including but not limited to storage, collection frequency and transport to financial institution(s);

CROP

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- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
- Policies and procedures for energy efficiency and conservation that will include:
    - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
    - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - Engagement with energy efficiency programs offered pursuant to M.G.L.c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the OSHA, including plans to identify and address any biological, chemical, or physical hazards. Such policies and procedures will include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

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655 COCHITUATE ROAD

Framingham, MA

Attachment #16

QUALITY CONTROL & TESTING

Innovative Flower LLC

CROP

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1.1 Quality Control

In order to accomplish our goal of providing safe, consistent, and compliant products to Framingham customers, CROP will follow a quality control and testing plan. This plan will ensure that all products sold have met the basic requirements for testing pursuant to 935 CMR 500.160 and were securely stored and always handled using the best practices. Additionally, this plan will outline how to handle adverse events and/or recalls. All CROP employees will be trained to use processes outlined in this plan including inventory control, storage, waste disposal, recordkeeping, and other aspects of quality control to minimize the potential for complaints, returns, adverse events, and recalls. All employees will be responsible for following all applicable laws, regulations, and company procedures; failure to do so may result in disciplinary action up to and including termination.

The foundation of CROPs Quality Control plan is procurement. CROP plans to implement robust vendor standards and conduct thorough diligence of its vendors before issuing purchase orders and receiving product. By placing emphasis on product procurement, CROP intends to source the best qualify products from the most compliant vendors. Prior to purchasing cannabis or cannabis products from a third party, CROP will conduct diligence on the supplier which will include a site visit, to ensure they have a demonstrated track record of clean, safe, reliable products. Following diligence, all new vendors will complete a new vendor onboarding during which CROP will make this manual available to the supplier. Before committing to any purchase orders, the vendor must acknowledge the terms and conditions laid out in the vendor standards manual. Some examples of topics covered in the vendor standards manual include: QAP, Storage & Transportation requirements, Packaging & Labeling standards. As part of CROPs diligence, it will conduct new and periodic assessments of its suppliers. As such, suppliers must complete the supplier evaluation form and return to the CROP QAP as requested prior to obtaining a signed purchase order. New supplier evaluations will require a site visit. If a supplier fails any portion of this evaluation, or does not meet CROP's vendor standards, the vendor will not receive a signed purchase order.

Following procurement, CROP will maintain quality by following sanitation and testing procedures outlined in this document. Additionally, CROP will monitor and respond to customer complaints and/or adverse events in order to stymie the impact and adjust future quality controls to prevent future events.

1.1.1 Adverse Events/Complaints

CROP will track adverse events and/or complaints from customers. In the event such an incident affects public safety, and pursuant to 935 CMR 500.000, CROP will notify the Commission and the grower/processor immediately upon becoming aware of any complaint made to the facility by a customer

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Complaints

When products are sold to a customer, the customer will receive information containing instructions for contacting the company regarding complaints. Employees will be trained on how to receive complaints from customers.

Taking a Complaint

Customers may file a complaint by utilizing any of the following methods:

- In-person at the facility;
- Via telephone by calling the facility; and
- Online via CROP's website.

CROP will also monitor popular online platforms for complaints such as Yelp, WeedMaps, Leafly, etc.

Customer Complaint Log

Once a customer reports a complaint, the employee will complete a customer Complaint Log. The Customer Complaint Log will include complete contact information for the customer and any applicable transaction information. Each complaint will be issued a unique complaint number. The customer will receive this complaint number for reference.

Resolving a Complaint

CROP will attempt to make contact with, and resolve, each customer complaint. Upon researching the complaint, the manager will make a determination whether the complaint requires further action such as a voluntary or mandatory recall. In the event a recall is deemed necessary, CROP will work with the Commission to execute the recall in a manner acceptable to the CCC and in accordance with its recall procedures.

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1.2 Sanitation

CROP will follow sanitary protocols including, but not limited to, the following:

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

CROP

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10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing marijuana products.
11. CROP will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. CROPs plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. CROP will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. CROP will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. CROP will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
16. CROPs vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

CROP

Additionally, CROP will ensure that its facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. CROP will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by CROP to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

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1.3 Testing

CROP will not sell or otherwise market any product that has not been tested by Independent Laboratories pursuant to 935 CMR 500.160. Testing of CROPs marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. CROPs policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include:

- notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch.
- Notifying the Commission of any information regarding contamination as specified by the commission or immediately upon request by the Commission.

Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. CROP will maintain testing results in compliance with 935 CMR 500.000 et seq and the record keeping policies described herein, and will maintain the results of all testing for no less than one year. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of CROPs marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to CROP for disposal or by the Independent Testing Laboratory disposing of it directly. Single serving marijuana products tested for potency in accordance with 935 CMR 500.105(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent. 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 Laboratory that produced the initial failed testing result prior to remediation.

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655 COCHITUATE ROAD

Framingham, MA

Attachment #22

ENERGY COMPLIANCE PLAN

Innovative Flower LLC

CROP

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1.1 Environmental Plan Summary

Social responsibility is in our ethos. We believe in setting an example for corporate social responsibility, inspiring and empowering our employees to participate in their communities; and contributing to the environmental health of our planet. As such, we've put in motion, an environmental sustainability plan for our retail store that will increase energy efficiency and conservation in a number of ways including natural lighting, efficient appliances, and recycling. We've selected a building design which includes a parapet and large windows at the entrance to increase natural light. We will also incorporate the use of alternative energy such as solar to offset the energy consumption generated by operations in Framingham. Existing onsite is a 54KW solar system that is located on building number 2, occupied by Central Pools, located on the property. As Central Pools is a low intensity use, CROP plans to utilize the credits generated from the excess solar. Eversource is the utility partner. Additionally, each quarter following inception, CROP will run an analysis on CROPs environmental sustainability and make internal modifications to continue improving its environmental impact.

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1.2 Solar Energy

CROP is committed to implementing solar power initiatives at our properties where feasible. Our planned dispensary location at 655 Cochituate road does not currently have a solar plan in place. However, there are active plans in place to install a 54 KW solar system on the building to the rear of the property (see figure 35). CROP has an agreement in place to utilize solar credits from the energy generated on the building at the rear of the property.

In the event that the 54 KW system does not provide enough energy to supply both buildings, CROP has a contingency plan in place to utilize the solar credits generated by a 194 KW solar system currently installed on a building owned by CROP's landlord in Waltham. Because both properties are serviced by Eversource, CROP is able to access the solar energy generated at the site in Waltham.

PERMIT INFORMATION FOR 655 COCHITUATE RD

PERMIT NUMBER	BLD182416
APPLIED	NOVEMBER 02, 2018
NAME	THOMAS YOUNG
NAME	UNDEFINED UNDEFINED
TOTAL COST	$93,320.00
PERMIT FEE	$1,399.80
DESCRIPTION	SOLAR PANELS

Permit information is maintained by the issuing department.
Please contact the Building and Wire Department with any questions.

Figure 1 (Building Permit for solar panels at 655 Cochituate Road)

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1.3 Additional Sustainability Initiatives

Green Packaging Initiative

Crop is committed to minimizing the use of plastics in our packaging whenever possible. As such, CROP will consider packaging sustainability both in the products we procure from other vendors, and also in CROP branded products produced by third parties under private label agreements (see figure 2). CROP will make every possible effort to use sustainable materials and as little plastic as we can by sourcing bio-plastics, aluminum and paperboard packaging. Additionally, we will prioritize wholesale vendors who utilize sustainable materials in their packaging.

Recycling Plan

We will participate in the commercial compost pick-up program with Black Earth Compost to eliminate our food waste in our employee breakrooms and offices. Additionally, we will provide compostable items in our breakrooms (i.e. napkins, trash bags etc.). In addition to participating in local recycling programs, Crop will use Terra Cycle Zero Waste boxes for difficult to recycle waste in our breakrooms and offices. As well as in our store to assist our customers in recycling waste they purchase from us (i.e. used vape cartridges and batteries).

Figure 1 (Proposed green packaging options)

Figure 4 (Proposed Zero Waste boxes))

Reduced Energy Fixtures

Working with LEED accredited designers was a priority for us. As such, we intend to use reduced energy and water saving fixtures in our store, kitchen and bathrooms whenever possible. CROP will install halogen lights with lower wattage energy-saving compact fluorescent and LEDs. In addition, CROP will install motion-activated light switches in low traffic areas wherever possible.

Paperless Admin Initiative

We intend to utilize infrastructure software tools, digital internal documents, and limited printing stations to minimize our paper waste.

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1.4 Green Globe Certification

CROP has informed its construction partner of its intent to obtain Green Globe Certification for the construction project at 655 Cochituate road, Framingham. Our construction partner has already begun the Green Globe Certification process. Green Globes is a green building rating and certification tool that is used primarily in Canada and the USA. The certification is similar to LEED, but is more affordable and does not require outside consultants to manage the certification process. The following table highlights some of the similarities and differences of the two methodologies.

	Green Globes	LEED
Uses ANSI approved consensus development process	Yes	No
Nationally accepted program	Yes	Yes
Program delivery	Online interactive questionnaires	Online submission of templates
Total program points	1,000	110
Partial credits and recognizes that some criteria may be "not applicable"	Yes	Limited
Pre-requisites	No	Yes
Uses life cycle assessment and multiple attribute evaluations	Yes	No
Forest certifications accepted	FSC, SFI, ATFS, CSA	FSC

Figure 52 (Green Globes vs. LEED Comparison Chart)

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1.5 Energy Efficiency Programs – Mass Save

CROP plans to utilize the services of Mass Save to identify better energy management practices and implement customized energy efficiency projects. Mass Save will provide technical assistance to identify specialized efficiency measures, including the selection, engineering, and installation of:

- Building envelope/weatherization improvements
- Chillers and boilers
- Combustion controls
- Compressed air systems
- Custom lighting systems
- Energy management systems
- Heat recovery
- HVAC systems
- Process and manufacturing improvements
- Pumping systems
- Steam systems
- Variable frequency drives

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655 COCHITUATE ROAD

Framingham, MA

Attachment #23

MAINTENANCE OF FINANCIAL RECORDS

Innovative Flower LLC

CROP

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1.1 Financial Records 2

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1.1 Financial Records

Most financial records will be kept electronically and stored on secure servers. These records will be generated by software programs such as Point-of-Sale, Accounting, and Payroll systems. Software programs will be selected and approved based on guidance, if required, from the Commission. To the extent that any records are financial in nature, they will be maintained in accordance with generally accepted accounting principles. Many of the financial records will be reviewed by the CFO and closed monthly or quarterly as required. Such records will be available for inspection by the Commission, upon request and include all financial records required in any section of 935 CMR 500.000, and business records in 935 CMR 500.105(9)(e). Examples of financial records will include:

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

Additionally, CROP will utilize the following policies for recording sales:

- A point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
- The Company may also utilize a sales recording module approved by the DOR.
- The Company will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- The Company will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    - it will immediately disclose the information to the Commission;
    - it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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  - take such other action directed by the Commission to comply with 935 CMR 500.105.
- The Company will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- The Company will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- The Company will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000; Following closure of a Marijuana Establishment, the Company will keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission. This policy may also be referred to by the Company as the "Financial Record Maintenance and Retention Policy".

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655 COCHITUATE ROAD

Framingham, MA

Attachment #10

RESTRICTING ACCESS TO AGE 21 AND OLDER

Innovative Flower LLC

CROP

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1.1 Restricting Access to Age 21 and Older 2

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1.1 Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(8)(b) and 935 CMR 500.140(2)(a), No persons under the age of 21 shall be permitted on the premises. All employees and registered agents must be 21 years of age or older pursuant to 935 CMR 500.029 or 500.030. All exterior entrances will remain locked at all times, except for the main (front) entrance, which will remain unlocked during business hours. A team member will be stationed immediately inside the main entrance, equipped with a state-of-the-art ID scanner. All persons wishing to gain access to the facility must, immediately upon entry, present valid state or federal identification at the door, where it will be manually viewed, and then scanned and verified. If the team member is unable to verify that the individual is 21 years of age or older, the individual will be denied access and asked to leave the premises.

A second ID verification will occur at the point of sale. Before completing the transaction, a team member will again scan and verify the individual's identification to ensure the individual is 21 years of age or older. If the team member is unable to verify the individual, the transaction will be cancelled and the individual will be denied access and asked to leave the premises. All Employees will be trained with, and provided, extensive Standard Operating Procedures as related to age verification, in accordance with 935 CMR 500.105(1)(p).

CROP will utilize the PatronScan model, ID Scanner Fast Countertop, shown in figure 3 below, to validate up to 3,800 types of government issued IDs from around the world, including all of North America, as well as international licenses and passports. This particular model has the ability to detect fake and expired IDs as well as the ability to deny access to individuals who've been asked not to return to the premises in perpetuity. Once an individual has been added to the "deny access" group, future attempts to gain access will result in a system notification to deny entry. This ID scanning system, combined with exhaustive employee training, allow for the acceptance of all valid and approved forms of identification with confidence that all transactions will occur with individuals over the age of 21. Pursuant to 935 CMR 500.140(2)(c), CROP will not acquire or record Consumer personal information other than information typically required in a retail transaction, which can include identifying information to determine the Consumer's age. Further, CROP will not record or retain any additional personal information from Consumer without the Consumer's voluntary written permission.

Out of state identification will be subject to increased scrutiny, such as verification of security details such as ghost images, UV images, state seals, and other security features present on most modern forms of identification. Anyone attempting to use an out of state ID will be asked to provide an addition identifying document, to ensure the out of state ID is in the proper custody.

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At the point of purchase, all customers will be asked a few additional questions in an effort to prevent straw purchases; such as if they are buying for anybody else, or if they traveled to the establishment with other parties. In addition, security personnel will be trained to utilize exterior cameras in order to identify groups traveling together where only one, or only a portion, of the group enters the establishment. Any suspicious activity observed by security personnel will be relayed to a manager for further investigation and scrutiny.

Additional employee training will be conducted in conjunction with Drinkmaster Bartending School of Framingham, in order to ensure every employee is well-trained in determining positive identification of persons over the age of 21, by participating in a rigorous TiPs certification class. This training will increase confidence that sales will not be made to individuals that do not meet the requirements for sale under 935 CMR 500.000 or who may pose a risk to public safety, including individuals that may be impaired.

In addition to pre-employment ID verification training, all employees will attend a quarterly, four-hour mandatory meeting, where ID verification training will be reinforced. Following the training, all employees must pass an administered test with a grade of at least 95%. Any employee that fails to meet this standard will be subject to further mandatory training, and possible further administrative action at the discretion of management. No employee shall return to their duties under any circumstances without first achieving the outlined minimum mandatory standard.

In the event CROP discovers any of its team members intentionally or negligently sold marijuana or marijuana products to an individual under the age of 21, the team member will be immediately terminated and the Commission and Framingham Police Department will be notified within 24-hours.

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Attachment #18

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Innovative Flower LLC

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1.1 Personnel Policies

CROP has drafted an employee handbook to outline personnel policies and procedures which will govern many conditions of employment. Each employee will receive a copy of the handbook and will be sign acknowledgement stating such. This Employee Handbook provides only general guidelines and information regarding employment policies, procedures, and benefits at Crop. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. The contents are presented as a matter of information only. In some cases, subjects described in the handbook are covered in detail in official policy documents. Employees will be encouraged to refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. CROPs personnel policies will comply with the following:

- Massachusetts anti-discrimination statues and Equal Employment Opportunity Commission (EEOC) Requirements
- CROPs Diversity Plan
- CROPs Plan to Positively Impact Areas of Disproportionate Impact
- Background checks and references
- Mandatory reporting of criminal convictions
- State and Federal Family Leave Act
- Workplace Safety Laws
- Workers Compensation
- State and Federal Minimum Wage Requirements
- Any other applicable local, state, or federal employment laws, rules, or regulations.

In addition to the employee handbook, CROP will keep, at a minimum, the following personnel records:

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

An outline of the personnel policies contained in CROPs employee handbook is below:

- A plan describing how confidential information will be maintained. 935 CMR 500.105(1)

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- A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)
- Standards of Conduct
    - General Expectations
    - Progressive Discipline
    - Attendance
    - Attire and Grooming
    - Confidentiality
    - Conflicts of Interest
    - Outside Employment
    - Solicitations, Distributions, and Posting of Materials
    - Electronic Communication and Internet Use
    - Violence and Weapons in the Workplace
- Job Classification and Status
    - At-will employment
    - Verification of Employment and References
    - Internal transfers and promotions
    - Nepotism, Employment of Relatives and Personal Relationships
- Workplace Safety
    - Smoke-free workplace
    - Drug and Alcohol Policy
    - Drug-Free Workplace
    - Employee Assistance and Drug Free Awareness
    - Inspections
    - Crimes Involving Drugs
    - Anti-harassment Policy
    - Complaint Procedures
    - Workplace Violence Prevention
- Employee Performance and Salary
    - Performance and Salary Review
    - Compensation
    - Time Reporting
    - Employee Travel and Reimbursement
    - Disciplinary Procedures
    - Investigations
- Time off and Leave Policy

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  - Breaks
  - Holidays
  - Vacation
  - Sick Leave
  - FMLA
  - Other Leave
  - Personal Leave of Absence
  - Bereavement
  - Jury Duty
  - Inclement Weather
- Employee Benefits

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1.2 Background Checks

In addition to completing the Commission's agent registration process, all employees hired to work for CROP will undergo a detailed background investigation prior to becoming employed by CROP or beginning work duties.

Background checks will be conducted on all employees in their capacity as employees or volunteers for CROP and will be used to determine the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), CROP will consider:

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

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

a) Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
b) Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, CROP will consider the following factors:
    i. i.Time since the offense or incident;
    ii. ii.Age of the subject at the time of the offense or incident;
    iii. iii.Nature and specific circumstances of the offense or incident;
    iv. iv.Sentence imposed and length, if any, of incarceration, if criminal;
    v. v.Penalty or discipline imposed, including damages awarded, if civil
    vi. or administrative;

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vii. vi.Relationship of offense or incident to nature of work to be
viii. performed;
ix. vii.Number of offenses or incidents;
x. viii.Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
xi. ix.If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and
xii. witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
xiii. x.Any other relevant information, including information submitted by the subject.

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

Upon adverse determination, CROP will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.

- After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by CROP along with any legal notices required.

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

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

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

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As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

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

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655 COCHITUATE ROAD

Framingham, MA

Attachment #21

QUALIFICATIONS AND TRAINING

Innovative Flower LLC

CROP

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1.1 Training

CROP has carefully considered a measured approach to hiring and training its employees. This approach includes a robust and comprehensive training plan; a soft opening; and additional safety measures. **All employees will be trained on job specific duties prior to performing job functions pursuant to 935 CMR 500.105**. The training plan will begin one month prior to the opening date. Employees will train rigorously for the month in preparation for six days of a soft opening, and finally the grand opening. Before opening our doors, all staff will take a written exam that measures their knowledge of state and local cannabis laws, CROP policies and procedures, cannabis product knowledge, system knowledge, safety & security knowledge. Employees will be required to earn at least a 95% on this exam in order to work shifts once the store opens. Employees who do not earn at least a 95% on the exam will undergo re-training until they are able to pass the exam. If an employee is unable to pass with at least a 95% they will not be allowed to work at CROP. Employees will receive an additional 8 hours of training annually, accompanied by a subsequent skills test. Employees much complete annual training and pass annual skills test as a condition of employment. This standard is reflective of the level of service CROP is committed to providing its customers, neighbors, and community.

All employees will participate in both general and job-specific training. While this list is non-exhaustive, the general training required of all employees will include

- Corporate Onboarding
  - Company goals & mission
  - Company culture
  - Company policies and procedures (attendance, dress code, etc.)
  - Sexual harassment training
- Legal & Compliance
  - Massachusetts Cannabis Laws & Regulations
    - Diversion
    - Administrative & Criminal Liability
    - License sanctions & Court sanctions
    - Waste disposal
    - Records Maintenance & Privacy
    - Permitted hours of operation
    - Incident & notification requirements
    - Security
    - Health & Safety Standards
    - Patrons prohibited from bringing marijuana onto licensed premises
    - Prohibited purchases & practices

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        - Licensee responsibility for activities occurring within licensed premises
    - Framingham Bylaws (Cannabis)
    - State & Local Licensing & Enforcement (including inspections)
- Cannabis Science
- CROP Product Portfolio
- Health & Safety Training (OSHA, PPE, etc.)

In addition to the general training, employees will participate in job-specific training. As an example, training for front of house employees will include topics such as sales procedures, customer service, TiPs training, Inventory, POS, etc. In all cases, the training modules will include traditional instruction, practice/roleplay, and skills assessments.

Separately from CROPs internal training program, all owners, managers, and employees will successfully complete the Responsible Vendor Program pursuant to 935 CMR 500.105(2). This requirement will be a condition of employment and all job offers will be contingent on this requirement. **All new employees will complete the Responsible Vendor Program within 90 days of being hired pursuant to 935 CMR 500.105(2).** Records of the responsible vendor training program will be maintained for four years and will be available to inspection by the Commission and any other applicable licensing authority on request.

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1.2 Qualifications

The architecture of CROPs hiring process is one that minimizes bias and maximizes the organizations ability to recognize the true value of the most qualified candidates with emphasis on diverse backgrounds and experiences. Hiring decisions will be made based on a total of "merit points" awarded during the hiring process. Applicants with the highest number of Merit Points among a pool of other applicants will be selected to receive job offers over applicants with a lower number of Merit Points. Merit points will be awarded across five categories including: relevant experience, interview strength, and diversity, among others. Applicants will be awarded up to three merit points for each category.

Once the most qualified applicants have been selected, they will receive an offer of employment with a number of contingencies; one such contingency is that they meet the basic qualifications for employment as a marijuana establishment agent. Prior to official employment, CROP will ensure each employee obtains an agent registration card pursuant to 935 CMR 500.030(1). In order to obtain this card, CROP understands that the candidate must be over the age of 21 and cannot have been convicted of a criminal offense in the Commonwealth involving distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority. CROP will also ensure its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event CROP discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and CROP will notify the Commission within one (1) business day that the agent is no longer associated with the establishment. CROP will ensure that agent registration cards are renewed annually and that the registration cards accompany the employee at all times while in possession of Marijuana or Marijuana Products, including at all times while at the establishment or while transporting marijuana or marijuana products.

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1.3 List of Anticipated Positions and Their Qualifications

CEO – Bachelors Degree

The chief executive officer is responsible for setting strategic and long-range directional goals, modeling the CRoP company culture and values, and leading the senior management team. Additional duties include allocating resources and acting as the main point of communication between the board of directors and management.

- Bachelors Degree required;
- Previous startup experience required;
- 10+ years of enterprise leadership experience
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

CFO – Bachelor's Degree,

The chief financial officer position is responsible for the company's administrative, financial, and risk management operations. Duties include the development of a financial strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to report accurate financial results.

- Bachelors Degree required;
- CPA preferred;
- 10+ years of financial management experience
- Previous experience with POS systems;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
- Must pass any and all required background checks;

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- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

COO – Bachelor's Degree Required, Masters 7+ years relevant experience.

The chief operating officer is responsible for providing the leadership and management to ensure that the company has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively achieve strategic goals and grow the organization.

- Bachelors Degree required;
- 7+ years of operations management experience, preference for candidates with specialty, customer-facing retail experience;
- Previous experience with POS systems;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

CCO – Bachelor's Degree,

The chief compliance officer is responsible for overseeing and managing both internal and external compliance. Duties include establishing standards and implementing procedures to ensure that the compliance programs throughout the organization are effective and efficient in identifying, preventing, detecting and correcting noncompliance with applicable laws and regulations, as well as ensuring that employees are complying with internal policies and procedures.

- Bachelors Degree required;
- 5-7 years of compliance experience, preference for candidates with regulated goods experience;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;

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- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Director of Operations

The director of operations is responsible for day to day leadership of all store operations and managers. He/she will also work alongside the COO to monitor systems, people, and help execute the CEO's vision.

- Bachelors Degree required;
- 5-7 years of operations management experience, preference for candidates with specialty, customer-facing retail experience;
- Previous experience with POS systems;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
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- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Store Manager -

The retail manager is responsible for the day-to-day operations at CROP Framingham, overseeing store employees and maintaining the customer service experience. He/she is responsible for interviewing, hiring and training new employees, as well as performance management, and workplace scheduling. Additionally, this position is responsible for managing weekly inventory counts and general compliance adherence of the team.

- Bachelors Degree required;

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- 5-7 years of management experience in a retail environment, preference for candidates with specialty, customer-facing retail experience;
- Previous experience with POS systems;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
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- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Assistant Manager

The function of the assistant store manager is to support the retail manager in the daily operations. This role will supervise employees, work with customers and help carry out the directives of the manager.

- High school diploma or general equivalency diploma (GED), Associates Degree preferred;
- 3-5 years of customer service experience in a retail environment, preference for candidates with specialty, customer-facing retail experience;
- 1-2 years of shift-lead or third key experience in a retail environment;
- Previous experience with POS systems;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
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Third Key

The third key holder is responsible for the opening and closing of the store when the manager and assistant manager are not present. Their duties also include sales associate and assistant manager level functions.

- High school diploma or general equivalency diploma (GED), some college preferred;
- At least 3 years of customer service experience in a retail environment, preference for candidates with specialty, customer-facing retail experience;
- Previous experience leading or assisting small teams;
- Previous experience with POS systems;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
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- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Reception

The reception position is responsible for verifying and scanning ID's, entering customers into the electronic queuing system and guiding them through the customer journey. Additionally, this role assists in maintaining security by following procedures, monitoring customer flow, and answering phones.

- High school diploma or general equivalency diploma (GED);
- At least 1 year of customer service experience in a retail environment, preference for candidates with specialty, customer-facing retail experience;
- Previous experience with POS systems;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
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- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Sales Associate

The sales associate is responsible for greeting customers on the sales floor, responding to questions, improving engagement with merchandise and providing outstanding customer service. Sales associates consult with customers to find what they want, process virtual tickets, and guide customers to checkout for order pickup.

- High school diploma or general equivalency diploma (GED);
- At least 1 year of customer service experience in a retail environment, preference for candidates with specialty, customer-facing retail experience;
- Previous experience with POS systems;
- Desire to continuously learn about cannabis, cannabinoids and the endocannabinoid system, CROP products, and cannabis therapies;
- Adapts and thrives in a demanding, start-up, fast-paced environment;
- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Cashier

Cashiers are responsible for operating the point-of-sale system, managing financial transactions of fulfilled virtual tickets, and balancing drawers. As the final touchpoint on the customer journey, it is the cashier's duty to ensure that all transactions are compliant and accurate.

- High school diploma or general equivalency diploma (GED);
- At least 1 year of cashier experience in a retail environment;
- Previous experience with POS systems;
- Highly motivated, self-directed, innovative and able to work independently or among teams with keen judgement, common sense and resourcefulness;
- Adapts and thrives in a demanding, start-up, fast-paced environment;

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- Operates with a high level of professionalism and integrity, including dealing with confidential information;
- Must understand and comply with the rules, regulations, policies, and procedures of CROP;
- Must have a solid understanding of the Marijuana laws, rules and regulations set forth by the state;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Inventory Manager

The inventory manager oversees the order fulfillment team and is responsible for ordering, receiving and counting all types of products associated with the retail store. They are also responsible for ensuring that inventory records are accurate and compliant at all times through weekly counts of all products. Additional duties include monitoring physical inventory, implementing process improvement, and investigating discrepancies.

- Bachelors Degree required;
- APICS or CSCP certification preferred;
- 3-5 years experience in warehousing and inventory required
- 1-3 years management experience preferred
- Must consistently demonstrate attention to detail
- Must demonstrate ability to thrive in a fast-paced environment
- Ability to use initiative and independent judgment appropriately, keeping in mind management expectations
- Ability to perform a monotonous task with great efficiency over 8 hour work periods without losing quality
- Must pass any and all required background checks
- Must be and remain compliant with all legal or company regulations for working in the industry
- Must be a minimum of 21 years of age
- Must be approved by the CCC to receive an Agent badge

Order Fulfillment

The function of the order fulfillment position is to pick all in-store and online orders by receiving and checking incoming virtual tickets, locating products and retrieving orders according to quantity, size etc. and ensuring accuracy. Additional duties include re-stocking inventory in the order fulfillment zone, keeping records of completed orders and adhering to all compliance and quality standards.

- High School Education or GED graduate; some college or college graduate preferred;
- 1-2 years experience in warehousing and inventory required;

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- 1-2 years experience processing legal cannabis or other botanicals preferred;
- Must consistently demonstrate attention to detail;
- Must demonstrate ability to thrive in a fast-paced environment;
- Ability to use initiative and independent judgment appropriately, keeping in mind management expectations;
- Ability to perform a monotonous task with great efficiency over 8 hour work periods without losing quality;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Security Officer/Loss Prevention

The role of the security officer is to monitor processes to reduce property or financial losses, investigate known or suspected internal theft, external theft, or vendor fraud, inspect buildings, equipment, or access points to determine security risks and maintain documentation on security-related incidents or investigations. Additional duties include monitoring compliance with standard operating procedures for loss prevention, physical security, and risk management.

- High School Education or GED graduate; some college or college graduate preferred;
- 1-3 years experience in retail theft or loss prevention investigating required;
- Must demonstrate ability to write reports;
- Must consistently demonstrate attention to detail;
- Must demonstrate ability to effectively present information in small group settings;
- Must demonstrate analytical experience;
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;
- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

Transporter

- High School Education or GEG graduate;
- 1+ years of professional driving experience
- Demonstrated initiative and proactive attitude, as well as independent judgment
- Ability to establish and maintain effective working relationships with all employees
- Valid driver's license or State ID card
- Clean driving record for the past 3 years
- Must pass any and all required background checks;
- Must be and remain compliant with all legal or company regulations for working in the industry;

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- Must be a minimum of 21 years of age;
- Must be approved by the CCC to receive an Agent badge.

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655 COCHITUATE ROAD

Framingham, MA

Attachment #20

DIVERSITY PLAN

Innovative Flower LLC

CROP

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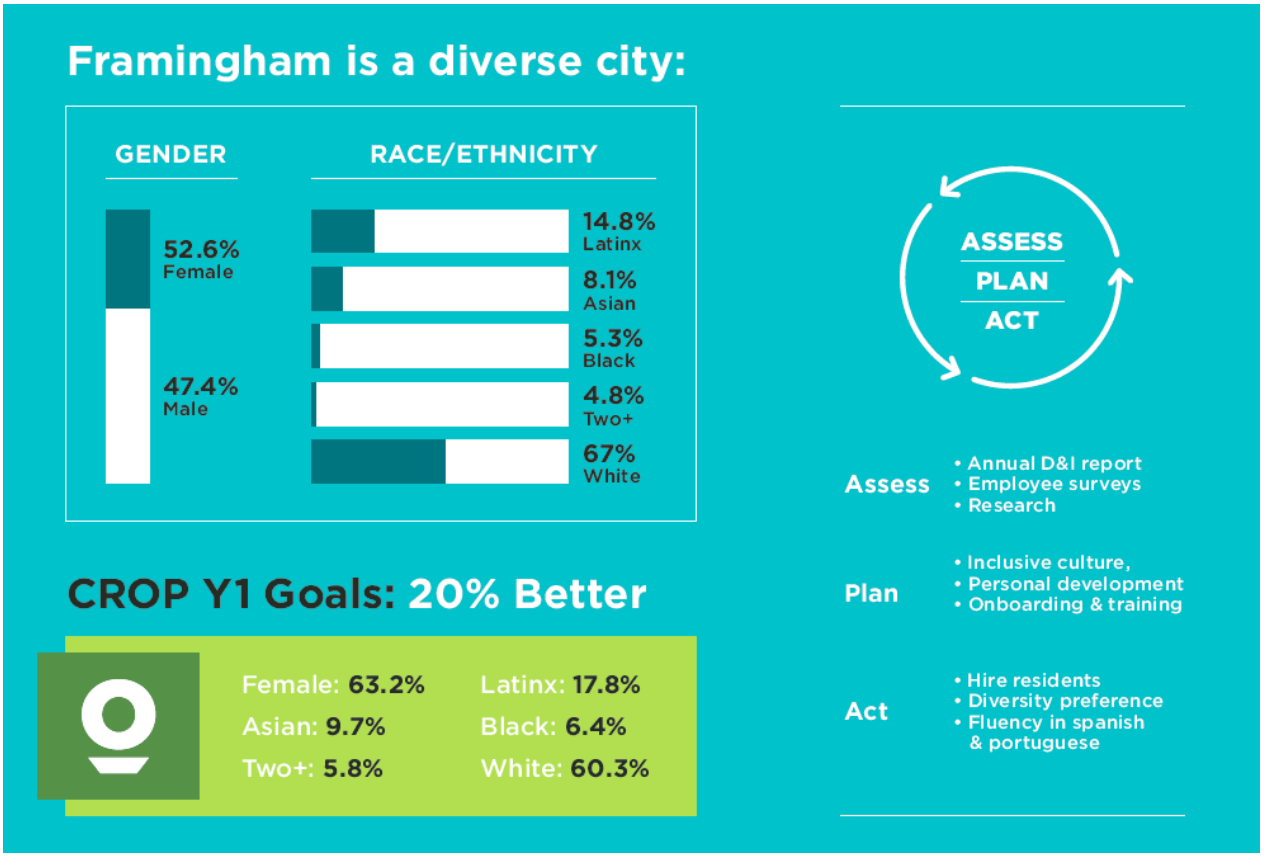
1.1 Goals

CROP is committed to building a workforce that leads its peers in diversity and inclusion. As such, it has identified the following diversity & inclusion goals:

1. Increase, by 20% over the local demographic, the number of individuals from minority ethnicities employed with CROP:
    a. LatinX – 17.8% (Framingham 14.8%)
    b. Asian – 9.7% (Framingham 8.1%)
    c. Black – 6.4% (Framingham 5.3%)
    d. Two+ - 5.8% (Framingham 4.8%)
2. Increase, by 20% over the local demographic, the number of female individuals employed with CROP:
    a. Goal - 63.2% (Framingham 52.6%)



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1.2 Programs

Strategic Recruitment:

The topic of Diversity and Inclusion is sparking important workplace conversations. While Diversity and Inclusion is a company-wide effort, recruiting practices are the primary success driver in this area. CROP will utilize several active recruitment practices to seek out underrepresented and diverse candidates. **These active recruitment practices will be utilized each time the company hires for an open position. CROP anticipates advertising twice per year for job opportunities.**

Community Partners

CROP will seek out community partners and build relationships with these organizations by supporting their efforts to benefit their diverse participants *(no donations will be made – only open communication to fill positions)*. As new positions become available, CROP will share its openings with the community partners with the goal to generate referrals from within these community organizations and the people they serve. Non-exhaustive examples of organizations we endeavor to support include:

- Framingham State University – Center for Inclusive Excellence
- Metrowest Mothers & More
- Veterans Outreach Center – Metrowest
- Jeff's Place

Professional Diversity Organizations

CROP will build relationships with and utilize many professional organizations in its job posting and recruiting practices. As such CROP has identified several minority professional organizations with northeast chapters to assist with recruiting efforts:

Engineering:

- National Society of Black Engineers (NSBE)
- Society of Women Engineers (SWE)
- Society of Hispanic Professional Engineers (SHPE)

Management:

- National Black MBA Association (NBMBAA)
- National Society of Hispanic MBAs (Prospanica)
- Ascend National Association of Asian MBAs (NAAMBA)
- National Association of Women MBAs (NAWMBA)
- Reaching Out MBA (LGBTQ)
- INROADS
- MOGUL

Virtual Career Fairs

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CROP will attend virtual career fairs for targeted minority groups no less than once per quarter. The efficiency of these virtual events will help us tap into a wider talent pool. Virtual career fairs have proved to be an effective means to reach groups like veterans, women, and people with disabilities. An example of such an event is the National Action Council for Minorities in Engineering (NACME) upcoming fair in August 2019. NACME helps pair employers with job seekers who self-identify as a member of a historically under-represented group.

Social Media Recruitment Tools:

According to a survey by ADP, LinkedIn is the most effective diversity recruitment and sourcing tool. Based on our own research, there are thousands of groups on LinkedIn for almost every profession. We will direct our hiring managers to join, develop relationships with active group members, and post relevant openings or company updates.

Thoughtful Assessment:

CROP will architect a hiring process that minimizes bias and maximizes our organizations ability to recognize the true value of candidates with diverse backgrounds and experiences. For instance, we will practice "name masking" during our screening process to avoid any unconscious bias in hiring. Other ways we will conduct thoughtful assessments include: ignoring college pedigree, disregarding hobbies/interests, avoiding social media, conducting structured interviews. These protocols will allow us to keep experience at the forefront of the screening process and avoid unconscious bias.

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1.3 Measurement

CROP will use quantifiable metrics to measure the success of its Diversity and Inclusion Program. These metrics will be reported annually, in CROPs D&I Report, and used to measure success of CROPs programs.

1. Number of individuals from minority ethnicities who were hired and retained by CROP. Data will be tracked and collected by HR in the company census report.
2. Number of female individuals who were hired and retained by CROP. Data will be tracked and collected by HR in the company census report.
3. Number of individuals referred and/or hired from community partners. Data will be tracked and collected from by HR in the company recruitment tracking log.
4. Number of individuals referred and/or hired from professional diversity organizations. Data will be tracked and collected from by HR in the company recruitment tracking log.
5. Number of individuals referred and/or hired from virtual career fairs. Data will be tracked and collected from by HR in the company recruitment tracking log.
6. Number of individuals referred and/or hired from targeted social media. Data will be tracked and collected from by HR in the company recruitment tracking log.

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1.4 Affirmations

Pursuant to the Cannabis Control Commission's *Guidance on Required Diversity Plans,* Revised 6/4/2020, CROP hereby declares the following:

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

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