



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282951
Original Issued Date: 01/19/2021
Issued Date: 01/19/2021
Expiration Date: 01/19/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mint Cultivation Facilities LLC

Phone Number: 602-931-3663 Email Address: permits@brightroot.com

Business Address 1: 25 Ware Street

Business Address 2:

Business City: Palmer

Business State: MA

Business Zip Code: 01609

Mailing Address 1: 21001 N. Tatum Blvd. #1630-486

Mailing Address 2:

Mailing City: Phoenix

Mailing State: AZ

Mailing Zip Code: 85050

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Other (specify)

Other Role: President

First Name: Eivan

Last Name: Shahara

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

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: Eivan

Last Name: Shahara

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Eivan

Owner Last Name: Shahara

Owner Suffix:

Entity Legal Name: G.T.L. LLC

Entity DBA: Mint Dispensary

Entity Description: State licensed medical marijuana dispensary, cultivation and manufacturing.

Entity Phone: 480-749-6468

Entity Email:

Entity Website: www.themintdispensary.com

info@themintdispensary.com

Entity Address 1: 5210 S. Priest Drive

Entity Address 2:

Entity City: Guadalupe

Entity State: AZ

Entity Zip Code: 85283

Entity Country: United States

Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486

Entity Mailing Address 2:

Entity Mailing City: Phoenix

Entity Mailing State: AZ

Entity Mailing Zip Code:

Entity Mailing Country:

85050

United States

Business Interest in Other State 2

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

Owner First Name: Eivan

Owner Last Name: Shahara

Owner Suffix:

Entity Legal Name: 4245 Investments LLC

Entity DBA: Mint Dispensary

Entity Description: State licensed medical marijuana dispensary

Entity Phone: 480-749-6468

Entity Email:

Entity Website: www.themintdispensary.com

info@themintdispensary.com

Entity Address 1: 330 E. Southern Avenue #35

Entity Address 2:

Entity City: Mesa

Entity State: AZ

Entity Zip Code: 85210

Entity Country: United States

Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486

Entity Mailing Address 2:

Entity Mailing City: Phoenix

Entity Mailing State: AZ

Entity Mailing Zip Code:

Entity Mailing Country:

85050

United States

Business Interest in Other State 3

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

Owner First Name: Eivan	Owner Last Name: Shahara	Owner Suffix:
Entity Legal Name: Mint MO 4 LLC	Entity DBA:	
Entity Description: State licensed medical marijuana dispensary		
Entity Phone: 480-749-6468	Entity Email: compliance@brightroot.com	Entity Website:
Entity Address 1: 150 Mid Rivers Mall Cir.	Entity Address 2:	
Entity City: St. Peters	Entity State: MO	Entity Zip Code: 63376 Entity Country: United States
Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486		Entity Mailing Address 2:
Entity Mailing City: Phoenix	Entity Mailing State: AZ	Entity Mailing Zip Code: 85050 Entity Mailing Country: United States

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner		
Owner First Name: Eivan	Owner Last Name: Shahara	Owner Suffix:
Entity Legal Name: The Cerberean Group LLC	Entity DBA:	
Entity Description: Professional cannabis facility management and consulting services company serving the Arizona medical marijuana industry.		
Entity Phone: 602-334-1484	Entity Email: eivan@cerbereangroup.com	Entity Website:
Entity Address 1: 5210 S. Priest Drive	Entity Address 2:	
Entity City: Guadalupe	Entity State: AZ	Entity Zip Code: 85283 Entity Country: United States
Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486		Entity Mailing Address 2:
Entity Mailing City: Phoenix	Entity Mailing State: AZ	Entity Mailing Zip Code: 85050 Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Eivan	Last Name: Shahara	Suffix:
Marijuana Establishment Name: Mint Dispensary Facilities II LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 25 Ware Street	
Establishment Address 2:	
Establishment City: Palmer	Establishment Zip Code: 01609
Approximate square footage of the Establishment: 39500	How many abutters does this property have?: 21
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier:	Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Mint-Palmer.Mass. Plan to remain compliant with local permits.bylaws - 7.27.20.pdf	pdf	5f24306824445b68a61fd0f5	07/31/2020
Certification of Host Community Agreement	Mint Palmer HCA signed form.pdf	pdf	5f318d1b17c8fd6455708c58	08/10/2020
Community Outreach Meeting Documentation	Mint Palmer COM redactions reduced.pdf	pdf	5f3d82767116b407de653906	08/19/2020

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
Other	MRCC letter for Mint Palmer 7-31-2020.pdf	pdf	5f244c02a24e76648176cd1a	07/31/2020
Other	NEVA Letter for Mint Palmer.pdf	pdf	5f74bdabac4d5e07c7f9d8ea	09/30/2020
Plan for Positive Impact	Mint Palmer - Positive Impact Plan updated 08-27-2020 (2).pdf	pdf	5f74bdb9e3e99907b865aead	09/30/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify)	Other Role: President
First Name: Eivan	Last Name: Shahara 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
Bylaws	Mint Cultivation Facilities LLC Operating Agreement.pdf	pdf	5f318ed624445b68a61fe45c	08/10/2020
Articles of Organization	Mint Cultivation Facilities LLC Articles of Organization.pdf	pdf	5f318ed80f92b46881faeb2a	08/10/2020
Secretary of Commonwealth - Certificate of Good Standing	Mint Cultivation Facilities LLC Certificate of Good Standing.pdf	pdf	5f318eec24445b68a61fe460	08/10/2020
Department of Revenue - Certificate of Good standing	Mint Cultivation Facilities LLC Certificate of Tax Compliance.pdf	pdf	5f318eeead5bc6434e3aefe	08/10/2020

Articles of Organization	Mint Cultivation Facilities LLC Annual Report (2020).pdf	pdf	5f318ef09d93706859d9f922	08/10/2020
Department of Revenue - Certificate of Good standing	Unemployment Assistance form for Mint Cultivation Facilities LLC (1).pdf	pdf	5f318efe64c153689b949ed0	08/10/2020

No documents uploaded

Massachusetts Business Identification Number: 001378791

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Mint Palmer - Plan to Obtain Liability Insurance.pdf	pdf	5f318f44a23bf5686067a37e	08/10/2020
Business Plan	Business Plan Palmer 08112020 reduced.pdf	pdf	5f3597103595ff084fed3742	08/13/2020
Proposed Timeline	Mint Cultivation Facilities Timeline.pdf	pdf	5f35973b971c7c07c043412c	08/13/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Mint Palmer - Qualifications and Training.pdf	pdf	5f31951da24e76648176dfc3	08/10/2020
Maintaining of financial records	Mint Palmer - Maintaining of Financial Records.pdf	pdf	5f31951e3935fc643b5611d6	08/10/2020
Record Keeping procedures	Mint Palmer - Record Keeping Procedures.pdf	pdf	5f31951faee479687ae9896b	08/10/2020
Personnel policies including background checks	Mint Palmer - Personnel Policies Including Background Checks.pdf	pdf	5f319521f4c60d645c964c81	08/10/2020
Quality control and testing	Mint Palmer - Quality Control and Testing.pdf	pdf	5f3195389d93706859d9f969	08/10/2020
Inventory procedures	Mint Palmer - Inventory Procedures.pdf	pdf	5f3195393935fc643b5611dc	08/10/2020
Transportation of marijuana	Mint Palmer - Transportation of Marijuana.pdf	pdf	5f31953aa23bf5686067a3c4	08/10/2020
Storage of marijuana	Mint Palmer - Storage.pdf	pdf	5f31953b17c8fd6455708c9f	08/10/2020
Prevention of diversion	Mint Palmer - Prevention of Diversion.pdf	pdf	5f31954e3935fc643b5611e0	08/10/2020
Security plan	Mint Palmer - Security Plan.pdf	pdf	5f31954f8093f4686f9c9a43	08/10/2020
Restricting Access to age 21 and older	Mint Palmer - Restricting Access to age 21 and older.pdf	pdf	5f319550ca23a6644a588c26	08/10/2020
Policies and Procedures for cultivating.	Policies & Procedures for Cultivating - Mint Palmer - Cultivation (1).pdf	pdf	5f3597a294381908409233d4	08/13/2020
Diversity plan	Mint Palmer - Diversity Plan.pdf	pdf	5f35988e5330a107b966b3b8	08/13/2020
Energy Compliance Plan	Mint Palmer Energy Compliance Plan .pdf	pdf	5f3a8df0b18f5e08358c5ee8	08/17/2020

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

MINT CULTIVATION FACILITIES, LLC
25 Ware Street
Palmer, Mass.

Assessor Map 73, Lot 57

Plan to Remain Compliant with Local Permits and Zoning

Mint Cultivation Facilities, LLC (“Mint” or “Applicant”), proposed cultivation facility location is 25 Ware Street in the Town of Palmer, Mass., and is located within the Town’s Industrial A District and is allowed by special permit with site plan review from the Town’s Planning Board.

The specific sections of the Town’s zoning bylaw for this project are Section 171-28 on Special Permits (generally), Section 171-67, Section 171-29 on Site Plan Review, Section 171-124 on Marijuana Establishments. Mint is also subject to pre-existing non-conforming use findings pursuant to Section 171-83.

Mint filed for the foregoing zoning/planning relief on March 5, 2020, and received the foregoing approvals at the final planning board hearing of Monday, June 29, 2020.

The Applicant shall comply-with the zoning/planning permits/relief provisions and requirements and all applicable conditions that may imposed by the Planning Board during the special permit process. The Applicant’s site meets the distancing/setback requirements from playgrounds, schools, etc., set forth in the City’s Ordinance and the CCC statutes and regulations. The Applicant has reviewed the submission requirements for the special permit and the criteria/findings for a special permit to issue, all of which have been obtained and all of which are consistent with the 935 CMR 500, and will meet all such requirements and obtain and maintain its permits as required.

A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation of compliance with building code. A certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Mint Cultivation Facilities LLC

2. Name of applicant's authorized representative:

Eivan Shahara

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of PALMER

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

Ryan McNutt



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



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

rmcnuft@TOWN OF PALMER.COM

8. Host community agreement execution date:

8/9/2020

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

The Journal Register

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

A handwritten signature in dark ink, appearing to be a stylized name, is written over the signature line.



May 7, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday May 21 at 6 pm and in light of COVID-19, will be held virtually as follows:

Join Zoom Meeting: <https://us02web.zoom.us/j/89257653739>

Meeting ID: 892 5765 3739

or Via Dial-in: (646) 558-865 and entering the Meeting ID

The proposed Marijuana Cultivation Establishment is anticipated to be located at 25 Ware Street, Palmer, MA 01069. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Mint Cultivation Facilities LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

~~Sean O'Brien~~

Town Clerk of Palmer
4417 Main Street
Palmer, MA 01069



May 7, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday May 21 at 6 pm and in light of COVID-19, will be held virtually as follows:

Join Zoom Meeting: <https://us02web.zoom.us/j/89257653739>

Meeting ID: 892 5765 3739

or Via Dial-in: (646) 558-865 and entering the Meeting ID

The proposed Marijuana Cultivation Establishment is anticipated to be located at 25 Ware Street, Palmer, MA 01069. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Mint Cultivation Facilities LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

[REDACTED]
State zip

[REDACTED]
Palmer, MA 01069

[REDACTED]
Box 17
Springfield, MA 01101

[REDACTED]
Thorndike, MA 01079

[REDACTED]
Palmer, MA 01069

[REDACTED]
Canton, GA 30114

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Dallas, TX 75265

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Whitefield, NH 03598

[REDACTED]
Palmer, MA 01069

[REDACTED]
Palmer, MA 01069

[REDACTED]
Chicopee, MA 01020

[REDACTED]
Boston, MA 02116

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

[Redacted]
Palmer, MA



9590 9402 4913 9032 3326 23

Article Number (Transfer from service label)

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 5-17-20
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Insured Mail
☐ Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

[Redacted]
Palmer, MA 01069



9590 9402 4913 9032 3327 15

Article Number (Transfer from service label)

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 5/17/20
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Insured Mail
☐ Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

[Redacted]
Palmer, MA 01069



9590 9402 4913 9032 3326 54

Article Number (Transfer from service label)

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 5/12/20
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Insured Mail
☐ Restricted Delivery (over \$500)

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 5/20/20
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Insured Mail
☐ Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
[Redacted]
Canton, GA 30114

2. Article Number (Transfer from service label)
9590 9402 4913 9032 3327 91

3. Service Type
☒ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail (over \$500)

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
[Redacted]
Thondike, MA 01079

2. Article Number (Transfer from service label)
9590 9402 4913 9032 3326 92

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail (over \$500)

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
[Redacted]
Palmer, MA 01069

2. Article Number (Transfer from service label)
9590 9402 4913 9032 3328 38

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail (over \$500)

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
[Redacted]
Whitefield, NH 03598

2. Article Number (Transfer from service label)
9590 9402 4913 9032 3327 60

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Return Receipt for Merchandise
☐ Collect on Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail (over \$500)

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

[Redacted Address]

Palmer, MA 01069

9590 9402 4913 9032 3326 61

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]*

B. Received by (Printed Name): *Robert Gronsky*

C. Date of Delivery: *5/8/20*

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Palmer Town Clerk

[Redacted Address]

Palmer, MA 01069

9590 9402 4913 9032 3327 46

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]*

B. Received by (Printed Name): *C-19*

C. Date of Delivery: *5-11-20*

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

[Redacted Address]

Palmer, MA 01069

9590 9402 4913 9032 3327 84

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]*

B. Received by (Printed Name): *[Redacted]*

C. Date of Delivery: *5/9/20*

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

[Redacted Address]

Palmer, MA 01069

9590 9402 4913 9032 3328 07

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]*

B. Received by (Printed Name): *[Redacted]*

C. Date of Delivery: *5-11-20*

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Mint Cultivation Facilities LLC - Palmer

POSITIVE IMPACT PLAN

Goals: Provide financial support to New England Veterans Alliance (“NEVA”) and Massachusetts Recreational Consumer Council (“MRCC”) because they are entities that offer support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amounts of these donations will depend on the financial growth and profitability of the company. As sales and profits increase, Mint Cultivation Facilities LLC (“Mint”) will revisit its program donation goals to consider more generous donations as business allows.

Goal: Donate a total of **\$10,000.00 annually** to New England Veterans Alliance.
 Donate a total of **\$3,500.00 annually** to Massachusetts Recreational Consumer Council.

Program #1: The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. This donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England.

Measurement and Accountability: At the end of each year, Mint will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the program outlined above. Mint will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact. NEVA will provide an annual report to Mint, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

Program #2: The donation to be made to Massachusetts Recreational Consumer Council will support MRCC’s educational seminars that specifically occur within communities that are Commission-approved areas of disproportionate impact.

Measurement and Accountability: At the end of each year, Mint will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the program outlined above. Mint will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. MRCC will provide Mint with documentation that the programs occurred within communities that are Commission-approved areas of disproportionate impact.

Mint 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.

Any actions taken, or programs instituted by Mint, will not violate the Commission’s regulations with

Mint Cultivation Facilities LLC - Palmer

respect to limitations on ownership or control or other applicable state laws.

Mint expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).

**Operating Agreement of
Mint Cultivation Facilities LLC,
a Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Mint Cultivation Facilities LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Mint Cultivation Facilities LLC, a single-member, member-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

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

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

25 Ware Street, Palmer, Massachusetts 01609, or such other location as shall be selected from time to time by the Members.

The Company's mailing address is:

21001 N Tatum Blvd #1630-486, Phoenix, Arizona 85050

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Registered Agents Inc.. The Agent's registered office is 82 Wendell Ave, Suite 100, Pittsfield, Massachusetts 01201. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

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

II. Purposes and Powers.

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

The purpose of the Company shall be to carry on the business of an Adult-Use Marijuana Cultivator, as authorized and defined by St. 2017 c. 334, The Regulation and Taxation of Marijuana Act, St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana, M.G.L. c. 94G, and M.G.L. c. 94I, and 935 CMR 500.00 and 935 CMR 501.00.

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

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

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

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Eivan Shahara, 100%

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

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

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

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

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

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

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

F. Member Voting.

1. *Voting power.* The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

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

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

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

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Massachusetts.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.

iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

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

K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

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

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

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

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

VI. Dissolution.

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

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

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

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

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

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

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

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the

Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

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

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

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

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

Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

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

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

X. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XI. General Provisions.

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

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

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

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

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

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

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

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

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 1, 2020.

Signature:



Eivan Shahara

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Mint Cultivation Facilities LLC are as follows:

Eivan Shahara

Contribution:

Cash: \$100,000.00

Intellectual Property - Knowledge of Cannabis Business Operations; Standard Operating Procedures, etc. valued at \$500,000.00

Time & Effort - valued at \$150,000.00



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001378791

1. The exact name of the limited liability company is: MINT CULTIVATION FACILITIES LLC

2a. Location of its principal office:

No. and Street: ONE MARINA PARK DRIVE
SUITE 1140
 City or Town: BOSTON State: MA Zip: 02210 Country: USA

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

No. and Street: ONE MARINA PARK DRIVE
SUITE 1140
 City or Town: BOSTON State: MA Zip: 02210 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:
APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE
SUITE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, REGISTERED AGENTS INC. 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

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	Address (no PO Box)

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	EIVAN SHAHARA	ONE MARINA PARK DRIVE BOSTON, MA 02210 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	EIVAN SHAHARA	ONE MARINA PARK DRIVE BOSTON, MA 02210 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of April, 2019,
EIVAN SHAHARA
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

April 16, 2019 11:09 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

July 3, 2020

TO WHOM IT MAY CONCERN:

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

MINT CULTIVATION FACILITIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 16, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1471248960
Notice Date: July 6, 2020
Case ID: 0-000-930-425



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MINT CULTIVATION FACILITIES LLC
25 WARE ST
PALMER MA 01069-1514

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MINT CULTIVATION FACILITIES 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

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001378791

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: MINT CULTIVATION FACILITIES LLC

1.b. The exact name of the limited liability company *as amended*, is: MINT CULTIVATION FACILITIES LLC

2a. Location of its principal office:

No. and Street: 1035 SOUTH STREET
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 1035 SOUTH STREET
 City or Town: PITTSFIELD State: MA Zip: 01201 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:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE
SUITE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	EIVAN SHAHARA	1035 SOUTH STREET PITTSFIELD, MA 01201 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	EIVAN SHAHARA	1035 SOUTH STREET PITTSFIELD, MA 01201 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of April, 2020,
EIVAN SHAHARA , Signature of Authorized Signatory.**

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:

April 30, 2020 09:25 PM


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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Eivan Shahara, an authorized representative of Mint Cultivation Facilities LLC, certify that Mint Cultivation Facilities LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Signature of Agent

7/21/2020

Date

Name: Eivan Shahara

Title: Member

Entity: Mint Cultivation Facilities LLC

Mint Cultivation Facilities LLC - Palmer

PLAN TO OBTAIN LIABILITY INSURANCE

Mint Cultivation Facilities LLC (“Mint ” or the “Company”) will obtain and maintain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

The Company has applied for, successfully cleared underwriting, and has received a bindable policy quote that satisfies the requirements of 935 CMR 500.105(10). The insurer is/will be Trisura Specialty Insurance Company. The policy, having already cleared underwriting, ensures that the facility, its line of business, and its products are insurable as proposed.

Once Mint receives a provisional license from the Commission, the Company will request to have the policy quoted and will bind the policy at that time.

A copy of the bindable quote evidencing its compliance with 935 CMR 500.105(10) is attached.

Pursuant to 935 CMR 500.105(10) Mint shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if Mint is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), Mint will place in escrow a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If Mint is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) Mint will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy. If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

Mint will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



MINT CULTIVATION FACILITIES LLC

BUSINESS PLAN

Marijuana Cultivation Facility
Palmer, Massachusetts

June 1, 2020

TABLE OF CONTENTS

TABLE OF CONTENTS	2
EXECUTIVE SUMMARY	3
Company Summary	3
Market Opportunities	4
Start-up Summary	5
Financial Summary	7
ORGANIZATION & MANAGEMENT	8
Legal Entity	8
Leadership	8
Management	8
MARKET ANALYSIS	9
Global Market	9
North American Cannabis Market	10
The U.S. Cannabis Market	11
U.S. Cannabis Retail Market	13
Cannabis Market in Massachusetts	15
SWOT Analyses	17
MARKETING STRATEGY	18
Marketing Plan	18
Positioning	18
Competition	19
Target Customers	20
OPERATIONS PLAN	20
Location	20
Parking & Vehicle Traffic Flow	21
Site Security	21
Operations	22
Control & Nuisance Abatement	22
Marijuana Storage	23
Inventory Control	24
Transportation	24
Packaging and Labeling	25
Tracking Solution	26
PRODUCTS & SERVICES	27
FINANCIAL PLAN	29
Long-Term Financial Strategy	29
Funding Analysis	29
Operating Expense Breakdown	30
Projected Revenues	31
Profit & Loss Forecast	32
Cash Flow Forecast	33
Balance Sheet Forecast	34
Statement on Long-Term Viability	35

EXECUTIVE SUMMARY

Company Summary

The Members of Mint Cultivation Facilities LLC (“Mint”), founded Mint Dispensary in Guadalupe, Arizona in 2016. Mint Dispensary is a patient-centric, affordable, vertically integrated State-licensed medical marijuana dispensary serving qualifying patients in the Phoenix-metropolitan area.

Our **Core Values** have guided our operations from day one:

- ✓ **Safety** - Ensure our customers have access to safe, high-quality products subject to careful selection, processing, transporting, and testing by an independent laboratory, and provide access to those products in a safe, secure, and comfortable environment.
- ✓ **Education** - Provide current information and clinical research to help customers & the community understand the responsible and effective use of marijuana.
- ✓ **Compassion** - Serve our customers professionally with sensitivity to their individual needs.
- ✓ **Transparency** - Ensure integrity and transparency at all levels: members, management, employees, patients, community, and government.
- ✓ **Community** - Conduct varied and ongoing community-based outreach activities to serve the needs of our community.

To date, the Mint Dispensary has assisted over 150,000 unique individuals on their journey of seeking relief from symptoms associated with their debilitating medical condition. Its commitment to its core values, its patients, and the community resulted in exponential growth of its retail brand and the successful opening of its first commercial indoor marijuana cultivation facility in 2018.

Today, the Mint Dispensary successfully operates a 3,500 square foot high-tech cultivation facility in Arizona and has finalized plans and secured municipal approval to construct a 12,000 square foot on-site cultivation facility at its Mesa, Arizona medical marijuana dispensary, and a third 100,000 square foot cultivation facility at an off-site location in Phoenix. Mint’s ownership’s experience and success operating cultivation facilities in the highly regulated medical marijuana market has strongly positioned the Company to establish and operate similar facilities in the adult-use marijuana market.

Our Vision

- ✓ Produce high-quality marijuana and build recognizable brands.
- ✓ Leverage our experience operating in the cannabis industry to maintain short and long-term financial viability to serve our customers, the community, and the Commonwealth.
- ✓ Operate in full compliance with all State and Local Laws & Regulations.
- ✓ To become an industry-leader in the blossoming cannabis industry.
- ✓ To have our brands become a trusted name in the community and in the Adult-Use market.

Mission

- ✓ To become the premier provider of high-quality cannabis and to serve the needs of Adult-Use Cannabis consumers while making high-quality cannabis more accessible to consumers in a safe, secure, and community-friendly environment.

Mint is pursuing a Host Community Agreement with the Town of Palmer in order to file a license application with the Massachusetts Cannabis Control Commission (“CCC”) to become a licensed Tier 3 Adult-Use Indoor Marijuana Cultivator, as defined by 935 CMR 500.002.

This Business Plan was developed in consideration of the requirements for licensure of a Marijuana Establishment, pursuant to 935 CMR 500.000 “Adult Use of Marijuana”, the general operating requirements for Marijuana Establishments (935 CMR 500.105), and the additional operating requirements for Indoor & Outdoor Marijuana Cultivators (935 CMR 500.120).

Market Opportunities

According to the report by ArcView Market Research and BDS Analytics: “The Road Map to a \$57 Billion Worldwide Market”¹, spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational marijuana market will cover about 67% of the spending while medical marijuana will take up the remaining 33%.

The legal cannabis market in North America amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$24.5 billion by 2021 with the compound annual growth rate (CAGR) of almost 28%.

¹ <https://arcviewgroup.com/research/reports/>

Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry’s immense potential for future growth.

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis and first retail cannabis business was opened in Massachusetts in November 2018.

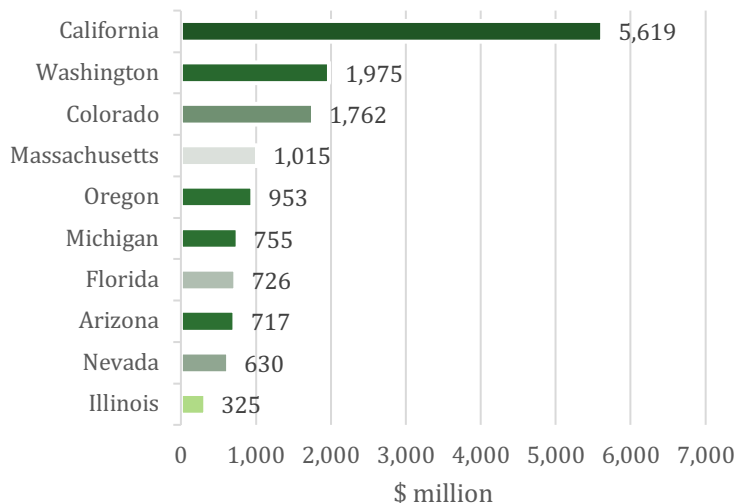


Figure 1. Medical and recreational cannabis sales in top states, 2020

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in May 2019 total legal cannabis sales exceeded \$120 million, according to figures released by the Cannabis Control Commission².

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

Start-up Summary

Mint has participated in the licensing, design, development, and operation of marijuana cultivation facilities in Arizona. The Company has demonstrated the capacity and has established relationships with the contractors, vendors, and suppliers necessary, to ensure the proposed facility location is established and capable of operating within one-hundred and eighty (180) days from the date of notification from the CCC that the Company has been awarded a provisional license.

Activities Completed:

- i. *Site Selection.* Identified a property suitable for the establishment of the intended operations. The property, located at 25 Ware Street, is north of the Massachusetts Turnpike and has ample parking, will pose no adverse impact on the community or its resources, and complies with the siting requirements for Marijuana Establishments prescribed in the Town of Palmer’s Zoning

² <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

Ordinance. This site address has been submitted to the Palmer Planning Department for an informal site assessment. The response did not raise any initial issues or concerns.

- ii. *Site Control.* Executed a Lease Agreement to secure property rights necessary to establish an adult-use marijuana cultivation establishment on the premises.
- iii. *Special Permit Application.* Submitted a Site Plan Review & Special Permit Application to the Town of Palmer Planning Board on March 5, 2020.
- iv. *Community Outreach Meeting.* Hosted a virtual community outreach meeting on May 21, 2020.

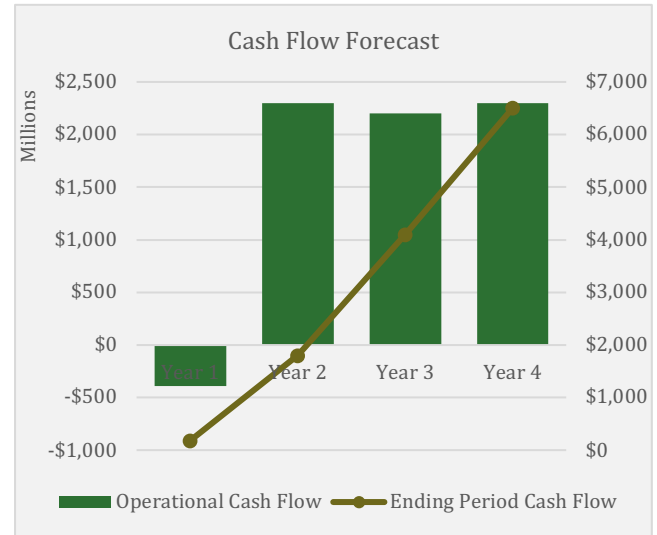
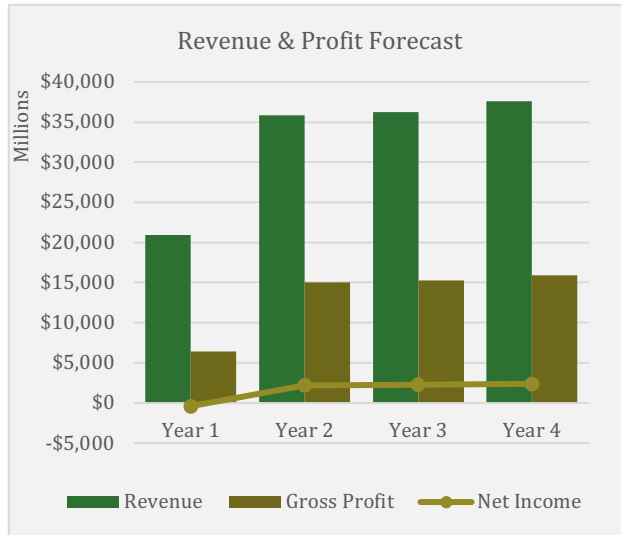
Activities to be Completed:

- i. Negotiate and execute Host Community Agreement with Town;
- ii. Obtain Special Permit from City;
- iii. Submission of an Adult-use Marijuana Establishment license application to the Massachusetts Cannabis Control Commission;
- iv. Complete facilities build-outs and obtain authorization to operate from the CCC.

The Company anticipates an opening date no later than of August 1, 2021 but has established a target opening date of April 1, 2021.

Financial Summary

The business will be fully funded with \$10.0 million. This will include total capital cost of over \$8.5 million, leaving nearly \$1.5 million as working capital.



From a total investment of \$10.0 million, Mint is expected to generate nearly \$22.0 million in gross revenues with net income of nearly \$2.1 million in Year 2, its first full year of operations.

Revenues are expected to grow to over \$36.0 million in Year 3 and \$39.0 million in Year 5, with net income of nearly \$2.2 million and over \$2.3 million respectively.

After the first year of operations, it is expected that Mint will be able to trim expenses through realizing business efficiencies and leveraging operational experience and industry knowledge.

Direct and Indirect Community Impacts

Mint will create more than 25 new jobs and pay over \$1.3 million in salaries and benefits to local residents each year. The Company will also contribute 3.0% of gross receipts to the Town of Palmer in the form of a municipal impact fee and will commit to donating an additional \$25,000 per year to local charities and non-profit organizations serving the community.

Table 1. Projected Local Tax, Community Impact Fee, and Charitable Contributions, \$

	Year 1	Year 2	Year 3	Year 4
Community Impact Fee (3% Gross)	626,850	1,074,600	1,106,838	1,139,076
Charitable Contributions	25,000	25,000	25,000	25,000
Total	651,850	1,099,600	1,131,838	1,164,076

ORGANIZATION & MANAGEMENT

Legal Entity

Mint Cultivation Facilities LLC (hereafter “Mint”), with offices located at One Marina Park Drive, Suite 1140, Boston, MA 02210-1405, is a Massachusetts Limited Liability Company, No. 001378791, organized April 16, 2019.

Leadership

Mint is organized/formed as a Limited Liability Company (LLC) and will be led by Eivan Shahara, who will serve as CEO/Owner.

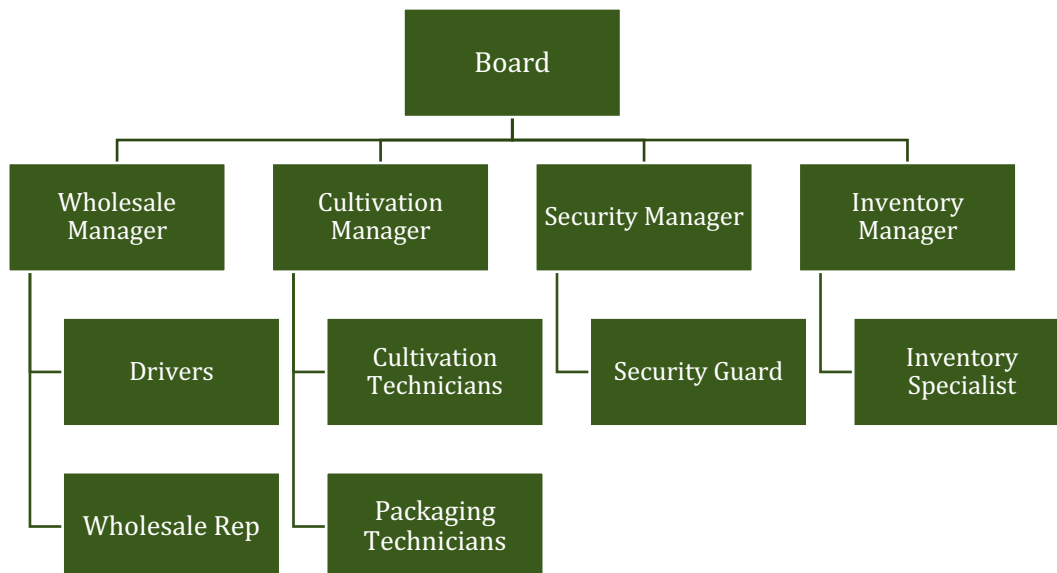
Mr. Shahara has been involved in the regulated cannabis industry since 2016 and has experience operating retail dispensaries, product manufacturing, and cultivation facilities.

Management

Mint is a business that will be built on a solid foundation. From the outset, we have decided to recruit and train qualified people from the community to fill management and supervisory positions in our company. We hope to leverage their expertise and knowledge of the community to build our product and retail brands to be well accepted in the United States.

These following are the positions that will be available at Mint:

Figure 2. Organizational structure



MARKET ANALYSIS

Global Market

The global legal cannabis market amounted to \$9.5 billion in 2017, growing by 37 percent on the year, according to the report “The Road Map to a \$57 Billion Worldwide Market”³.

Spending on legal cannabis worldwide is expected to hit \$57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about \$46.5 billion and other \$10.5 billion would go to other markets.

The largest growth rate is predicted within the rest-of-world markets, from \$52 million spent in 2017 to a projected \$2.5 billion in 2027.

The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

According to a report provided by Energias Market Research, the global medical cannabis market is projected to increase in value from \$8.28 billion in 2017 to \$28.07 billion in 2024 and at a CAGR of 19% from 2018 to 2024.

Key Trends:

- The initial decision by many U.S. States and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.
- South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru and Uruguay, the South American medical cannabis market may grow from \$125 million in 2018 to \$776 million by 2027.
- Germany is ready to become the leader of the European cannabis market, and Italy is expected to be second with \$1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.
- Australia’s legal cannabis market is forecast to grow from \$52 million in 2018 to \$1.2 billion in 2027, the 5th largest in the world.
- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

³ <https://arcviewgroup.com/research/reports/>

North American Cannabis Market

The North American legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion.

The report from cannabis industry analysts ArcView Market Research, in partnership with BDS Analytics⁴, forecasts that the entire legal cannabis market in North America to reach \$24.5 billion in sales – a 28% annual growth rate by 2021 – as more countries and states legalize cannabis for recreational use and existing markets mature and will grow to \$47.3 billion six years later.

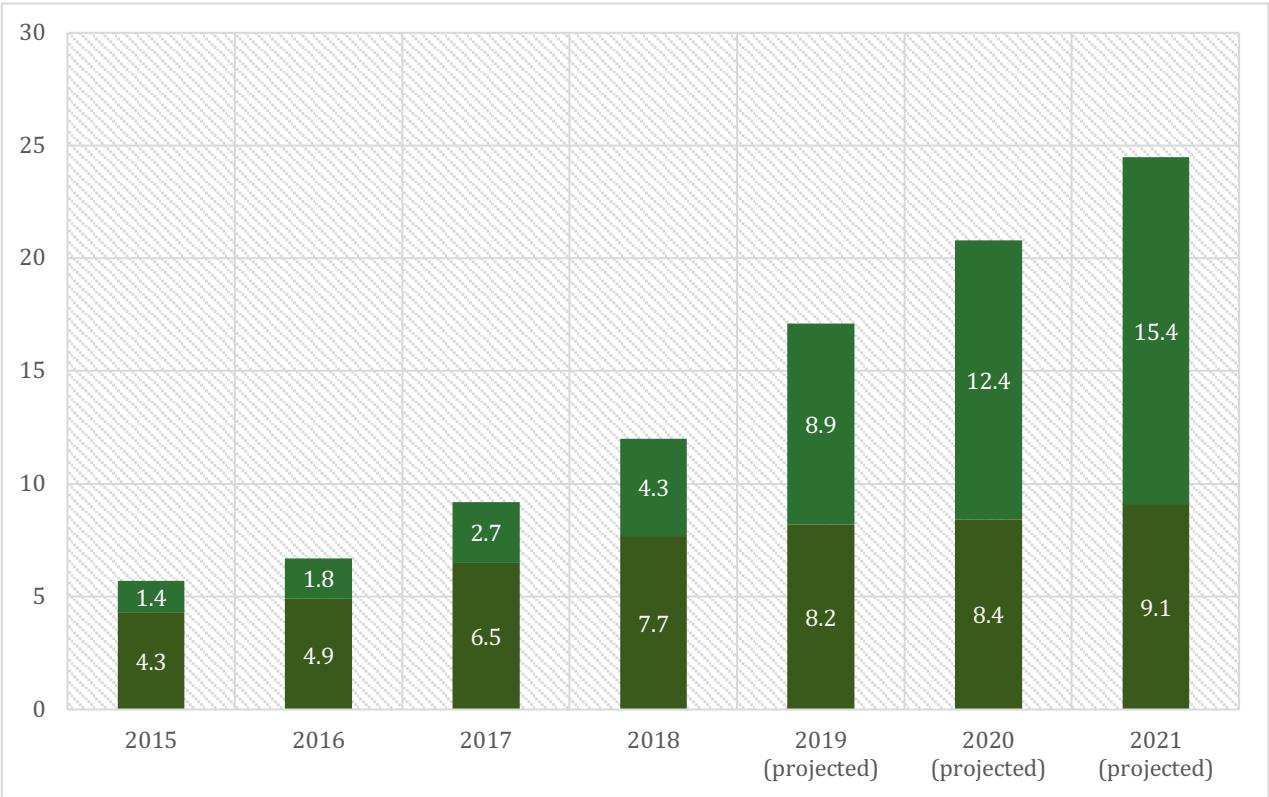


Figure 3. Medical and recreational cannabis sales forecast, billion \$

⁴ <https://bdsanalytics.com/>

The U.S. Cannabis Market

In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%)⁵. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but ten states – Alaska, California, Colorado, Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, legalizing the recreational use.

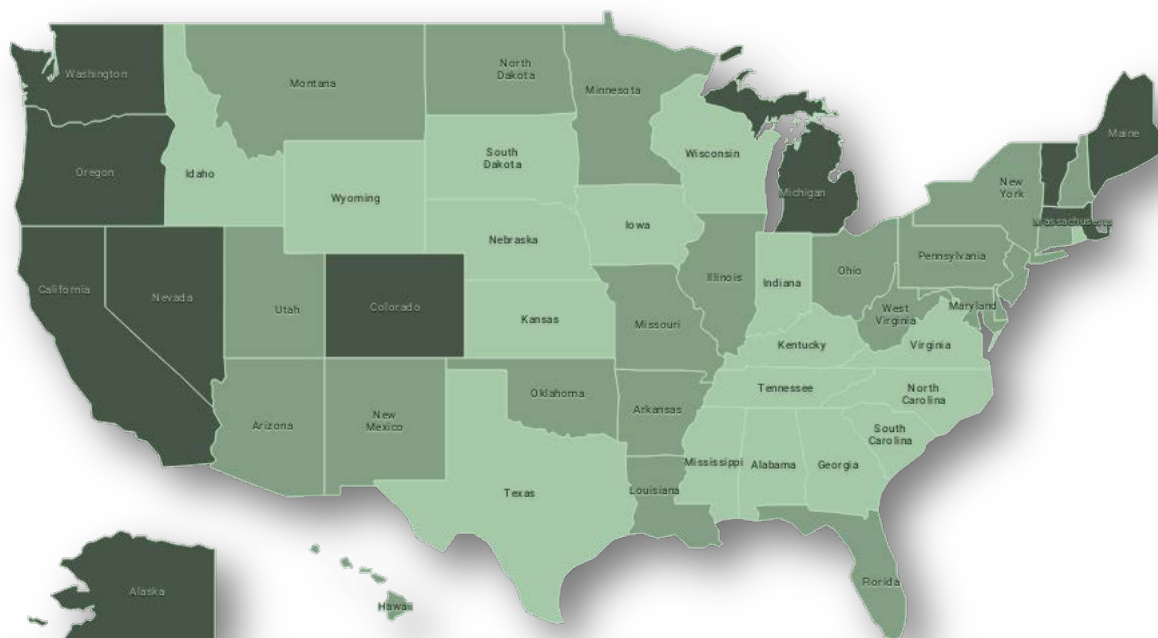


Figure 2. U.S. legalization map

- Medical / Recreational cannabis legalization
- Medical cannabis legalization
- No laws legalizing

As a result, there are 32 States that allow cannabis for medical use, 16 States allow Cannabidiol (CBD), 10 States and the District of Columbia allow cannabis for recreational use.

⁵ Pew Research Survey, <http://www.pewresearch.org/fact-tank/2018/10/08/americans-support-marijuana-legalization/>

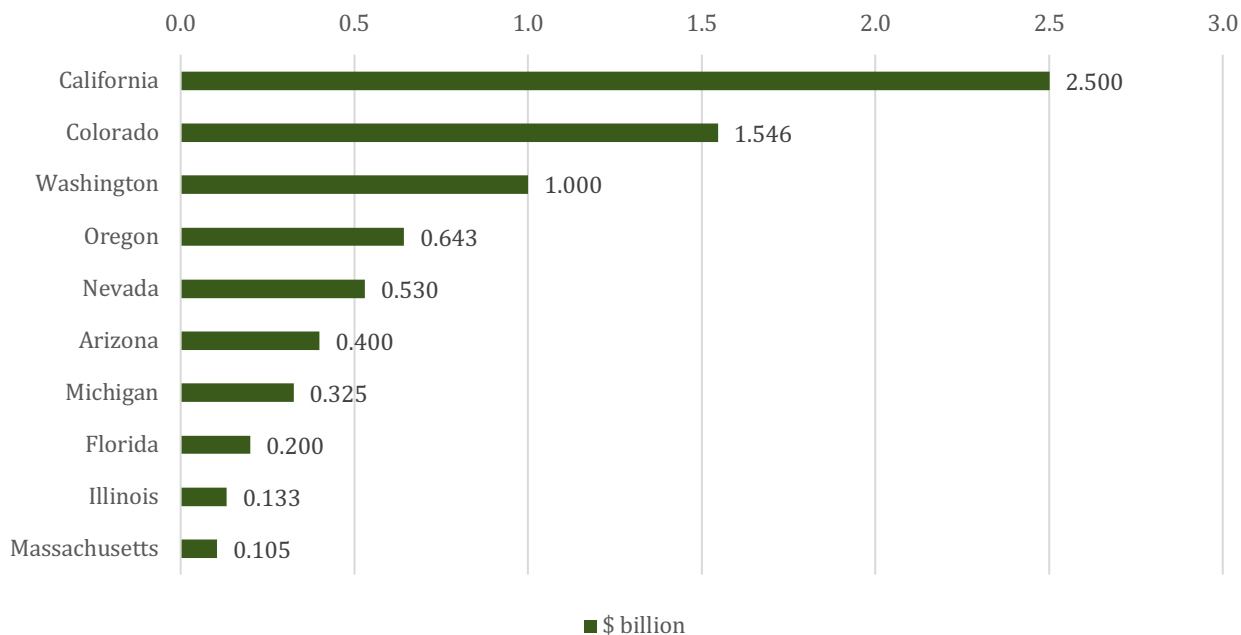


Figure 3. Medical and recreational cannabis sales in top states, 2018

There are about 10,000 active licenses for cannabis businesses in the U.S., according to Statista⁶. This includes cultivation, extraction and manufacturing, retail, distribution and testing licenses.

The industry employed 121,000 people in 2017 and 259,000 people in 2018. If cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 by 2022, according to New Frontier Data.

⁶ <https://www.statista.com/statistics/596641/us-cannabis-businesses-number/>

U.S. Cannabis Retail Market

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon’s adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as patient counts rose in new states and continued climbing in mature markets.

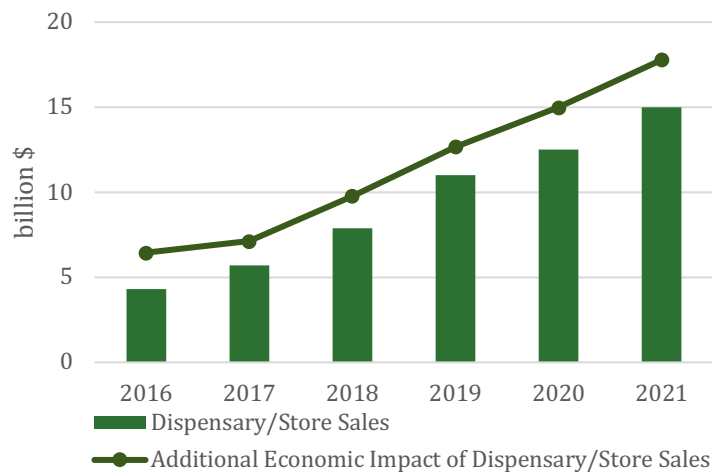


Figure 4. Cannabis retail industry economic impact

According to a BDS Analytics report, the retail sector owed \$1 billion in state taxes in 2016 and another \$1.4 billion in 2017.

In 2017, overall cannabis sales in the United States at the retail level to soar by 31.5%, hitting \$5.7 billion on the back of continued growth in existing recreational cannabis markets.

Recreational sales are expected to surpass medical this year for the first time ever. Medical cannabis sales also are expected to sustain the industry.

The cannabis retail market is growing at a high rate in the United States alone, with over 3,000 open and operating dispensaries and retail stores throughout the country according to data from Statista⁷. The growing numbers of dispensaries is a large part as to why New Frontier projects the industry to top \$25 billion in revenue by 2025.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from \$16 billion in 2017 to \$40 billion by 2021, according to the “US Legal Cannabis: Driving \$40 Billion Economic Output” report released by ArcView Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the cannabis industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member’s cannabis business. But in general, more investors are pumping money into the cannabis industry than ever before, and they’re also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed \$450,000 in cannabis companies.

⁷ <https://www.statista.com/statistics/596641/us-cannabis-businesses-number/>

The contribution of sales from flower dropped to less than 50% in 2017 and 43% in 2018 in Colorado's cannabis industry.

According to Arcview Research, after recreational cannabis legalization, the edibles market went from \$17 million to \$53 million in the first 2.5 years in Colorado and soared 121% within first year in Washington state.

Sales of cannabis edibles in Arizona, California, Colorado and Oregon reached US\$685 million between January and October of 2018, according to data provided

by cannabis market data firm BDS Analytics. But consumers in those

states spent more than US\$1.4 billion on cannabis concentrates during the same period. Vape sales contributed about 20% of revenues at stores in Arizona, California, Colorado, and Oregon combined in 2018.

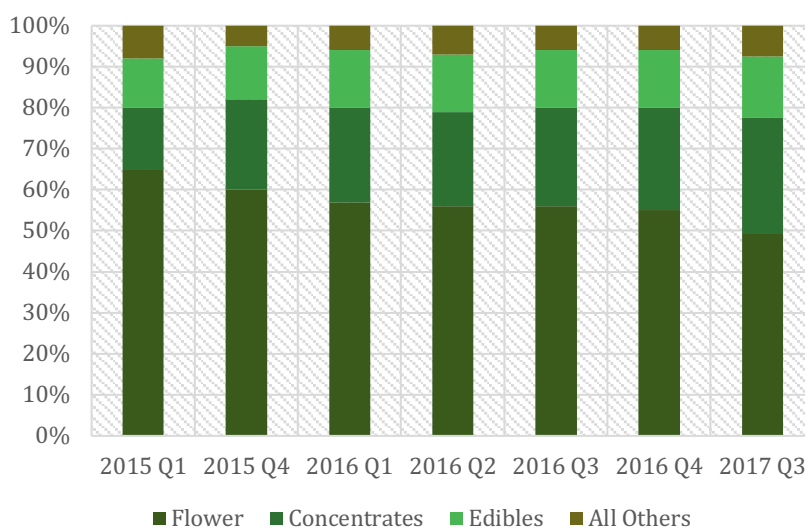


Figure 5. Trend sample in Colorado

According to a report by ArcView Market Research in partnership with BDS Analytics, consumer spending on cannabis concentrates in the United States is projected to reach nearly \$3 billion in 2018, an increase of 49 percent over last year's sales. According to the report, cannabis concentrate's market share grew from 11.7% to about 29% from 2017 to 2018.

Cannabis Market in Massachusetts

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In 2018, there were over 60,000 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. They were served by 47 medical cannabis dispensaries.

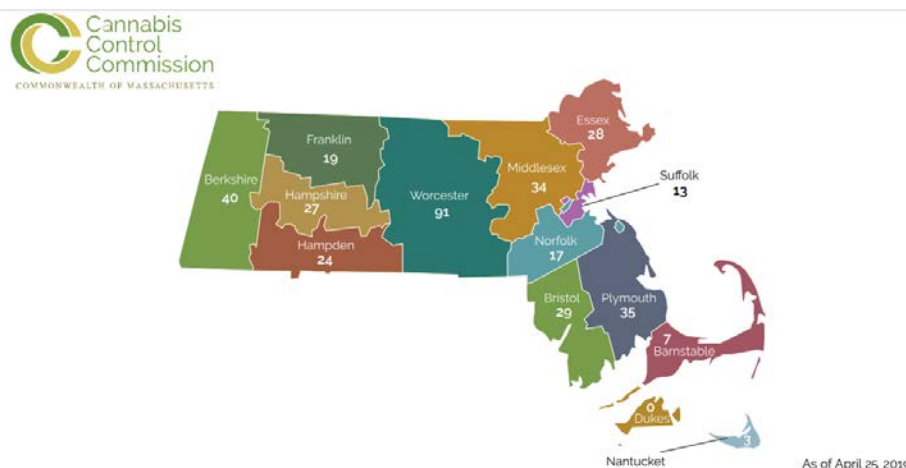
In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and first retail cannabis business opened in Massachusetts in November 2018.

Cannabis Control Commission (CCC) Deadlines⁸

<i>March 15, 2018</i>	CCC shall promulgate rules and regulations for the issuance of licenses.
<i>April 1, 2018</i>	Accept applications for licenses.
<i>April 1-15, 2018</i>	Review applications of operating medical establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license.
<i>May 1, 2018</i>	Independent Testing Laboratory regulations and rules promulgated.
<i>June 1, 2018</i>	Regulations for Nantucket and Duke counties promulgated.
<i>November 20, 2018</i>	CCC received first applications including 51 the most completed to review.
	First Retail Marijuana Establishments opened in Massachusetts.

Adult-Use Applications and Licenses

As of March 2020, 418 pending applications have been submitted, including 169 retailer, 123 cultivator, 94 manufacturer, 10 microbusiness, 6 transporter and 5 testing licenses, and 309 provisional licenses have been awarded, including 127 retailer, 98 cultivator, 72 manufacturer, 5 microbusiness, 1 transporter and 3 testing licenses. The review process includes a background check and a 60-day window



⁸ <https://mass-cannabis-control.com/>

during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Taxes

Adult use cannabis is subject to:

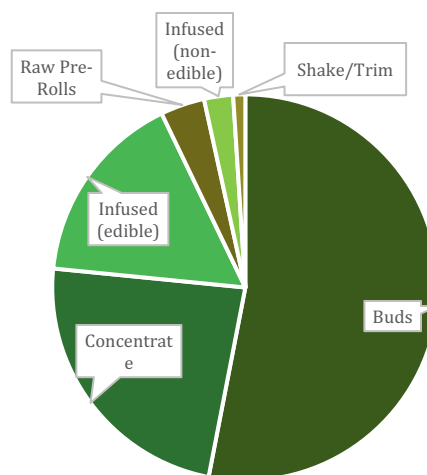
- state sales tax: 6.25%
- state excise tax 10.75%
- local option for cities or towns: up to 3%

Adult-Use Sales and Product Distribution

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in May 2019 total legal cannabis sales exceeded \$120 million, according to figures released by the Cannabis Control Commission⁹.

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

Figure 6. Total units sold by product category for one week



⁹ <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

SWOT Analyses

S

- Diversification of business - manufacturing, cultivation, distribution and retail
- Diversified, Strategic Partnerships.
- Extensive industry knowledge.

W

- Product liability / legal issues.
- Enhanced risk of banking / financial / IRS scrutiny.
- High energy consumption.

O

- High growth industry.
- Growing interest and demand for high-quality cannabis products.
- Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes.
- Potential for Future Global Market.

T

- A significant drop in wholesale pricing.
- Possible cannabis law changing.
- Indicators of a slowed global economy.
- Larger companies entering the market.

MARKETING STRATEGY

Mint acknowledges that each of its licensed facilities holds a large responsibility to the surrounding community. As such we will take the most extensive measures possible to ensure that all marketing and advertising is done in a manner that complies with all municipal ordinances, state law, and in compliance with the advertising and promotion limitations of 935 CMR 500.

We have found that strong advertising and media campaigns are two of the most effective ways to build brand awareness and attract new guests and build customer loyalty. Mint will leverage these and other proven methods of marketing to accomplish its stated objectives.

Marketing Plan

Due to the nature of the business, traditional advertising platforms are limited or not available to businesses in the Cannabis Industry. Our Marketing and Advertising efforts will include:

- **Involvement and Sponsorship of Cannabis Business and Industry Trade Associations.**
- **Attendance, Sponsorship, and Advertising at Industry Events, Trade Shows, and Conferences.**
- **Use of Branded Marijuana & Marijuana Product Packaging.** Within the confines of the regulatory requirements of 935 CMR 500.105(4), all product and packaging materials will include our logo and/or brand name to promote brand recognition.
- **Use of Third-Party Targeted Marketing Services.** We will maintain brand/product pages on third-party targeted marketing websites such as, but not limited to, Weedmaps, Leafly, LeafLink, and MassRoots.
- **Website.** We will establish and maintain a website that provides consumers with information about where consumers can find our products at retailers including a secure vendor portal for verified licensees to view and request information on presently available and upcoming lots/batches of cannabis designated for wholesale.
- **Public Relations.** We will actively pursue and manage press coverage in the local and even national media. The Company will hire a Public Relations Firm to furnish local press organizations with information about the Company and its work within the community.

Positioning

The Company will have four differentiation strategies that will appeal to wholesale customers:

1. **Product Quality & Assortment** – Mint will cultivate the largest assortment of strains under one roof. Our products will be safe, high-quality, and tested by an independent laboratory to ensure they are free of chemicals, pesticides, and mold.
2. **Pricing** – Mint will set and maintain its wholesale pricing very competitively which will be feasible by implementing a cost-leadership model in our facility which will include the newest trends in agriculture automation technology.
3. **Convenience** – The facility is conveniently located in central Massachusetts just off of the Massachusetts Turnpike. By employing a fleet of delivery vehicles, we will be able to quickly transport product to wholesale partners throughout the Commonwealth in about an hour.
4. **Supply** – Our experienced cultivation managers and technicians will implement a staggered cultivation/planting schedule to ensure the facility continuously harvests/produces high quality product for retailers and product manufacturers. This ensures we continuously have product available to our wholesale partners.

Competition

The cannabis industry is known to be highly competitive in the U.S. and in most parts of the world. The industry is consistently growing, and the opening of each new establishment provides recreational users and patients with a greater number of options with respect to where they choose to obtain their cannabis products.

In this industry, most of the competitive dynamics center on the quality of cannabis and infused products offered, the quality and speed of services offered, affordable pricing, and the accessibility of the retail or dispensing location. Marketing & Advertising also plays a significant role.

It is anticipated that the Cultivation Facility will face greater competition given a licensee is not limited to a number or type of product it can produce so long as the product is authorized under 935 CMR 500. Competition will be continuously evolving and so too will our cultivation operation, similar to any other industry, in an effort to improve quality, consistency, potency, and the affordability of our product.

As of March 2020, the Cannabis Control Commission has issued provisional licenses to ninety-eight (98) cultivation facilities. In several years it is conceivable that there will be hundreds of cultivation facilities manufacturing thousands of pounds of cannabis a year.

The Company will seek to leverage its experience cultivating marijuana to establish and maintain market share through:

- Producing the highest quality product at the lowest possible price; ensuring consumers and wholesale customers (other licensed marijuana retailers) have access to our products;

- Implementing robust Quality Assurance program to ensure all products meet the Mint's high standards for quality, consistency, and safety, as well as the requirements of 935 CMR 500;
- Leveraging our experience to expedite market-entry to take advantage of the limited competition in the early growth stages of the industry in an effort to establish and capitalize our market share and brand recognition;
- Aggressively pursue and develop new proprietary strains using the newest technology available to meet the ever-evolving consumer demands and trends.
- Hiring Brand Ambassadors to aggressively market our products and develop and maintain long-term relationships with licensed marijuana retailers.

Target Customers

The cultivation operation will supply marijuana products to the Company's commonly owned to-be-licensed retail and manufacturing facilities and will establish relationships and wholesale vendor agreements with other licensed Marijuana Establishments throughout the Commonwealth. The Company will proactively utilize the public resources and information available on the Cannabis Control Commission's website to identify and engage only with licensed marijuana establishments.

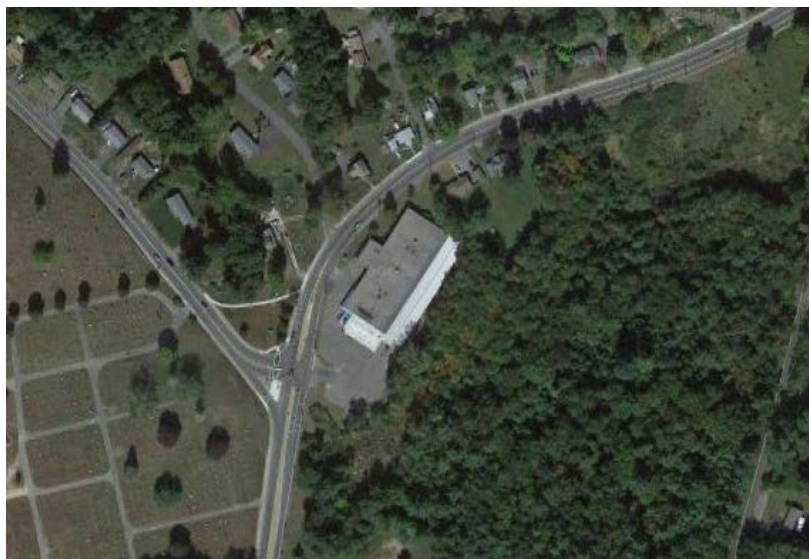
OPERATIONS PLAN

Location

Mint has identified an existing \pm 39,500 SF light industrial building located at **25 Ware Street**, in Palmer, just north of the Massachusetts Turnpike as suitable for establishing a Tier 3 Marijuana Cultivation facility.

The building is sited on a parcel that contains approximately 3.30 acres of land.

Based on our preliminary zoning analysis and through conversations with Town Planning Department, the site is within the Town of Palmer's Marijuana Establishment Overlay District and is not sited within the separation distances to protected uses outlined in the Town Code.



Parking & Vehicle Traffic Flow

The site is conveniently located on Ware Street which is regionally accessible from I-90, MA-32, MA-67, MA-181.

The site offers 36 parking spots on a first-come first-served basis, which is sufficient to accommodate employee parking for all operations as well as parking for visitors. Employee parking on the site is sufficient to ensure employees do not park on Ware Street or adjacent properties thereby creating a nuisance or adverse impact on neighboring uses.

The site will have two points of ingress and egress from Ware Street ensuring that vehicular traffic flow on Ware Street is not adversely impacted by consumers navigating on-to or from the public right-of-way to access the site.

Site Security

The facility security incorporates physical security elements, electronic security systems, security staffing, and procedures to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and the theft of marijuana in both the manufacturing and retail facilities. These security measures have been designed to protect the premises, Mint employees and the public.

The security plans and systems will be designed and installed to be compliant with all the requirements of 935 CMR 500.000 et. seq. with particular attention to 935 CMR 500.110, 935 CMR 500.105, 935 CMR 500.130 and 935 CMR 500.140. See Security Plan for detailed explanation

Operations

The Tier 3 Cultivation Facility will occupy the entire building and will have between 15,000 and 20,000 SF of active flowering canopy at any given time. The medical grade facility will utilize methods & principles of Controlled-Environment Agriculture (CEA) and will be divided into a number of small, climate-controlled rooms specifically used for the propagation of marijuana.

Facility Design

Facility design, including the materials used in construction of the facility, is critically important to the long-term success of the facility. A seemingly inconsequential oversight during the design phase may result in the loss of operational capacity through inefficiency in micro-climate controls, or the inability to mitigate and prevent conditions that are beneficial for the harborage of fungal or mold spores, such as bud rot and powdery mildew, and certain pests, such as spider mites, aphids, and gnats.

All equipment, whether as a permanent or temporary feature of the cultivation area, including grow tables, will be selected for function and designed in a manner that promotes regular cleaning and sanitization of the equipment surface as well as the adjacent surfaces of the walls, floors, and ceilings of the facility.



Cutting Edge Technology & Systems

An integral component of the Company's cost-leadership business model aimed at reducing costs and to pass those savings on to our retail/wholesale customers, the facility will be outfitted with an automated (hydroponic) fertigation system and electronically monitored and remotely controlled climate control system.

Control & Nuisance Abatement

Marijuana operations can, at times, produce odors as a result of the processing of raw cannabis, which tends to have a naturally pungent odor. Mint is dedicated to being a good neighbor and is experienced in designing marijuana cultivation facilities in a manner that mitigate and/or eliminate public nuisances including the emission of odors generated by our operations.

Odor Control

We have found that controlling the emission of odors is best accomplished through manipulation of both the physical environment as well as the HVAC systems.

All HVAC ducts in the facility will be outfitted with specially designed industrial grade air filtration devices (with integrated HEPA filters) that are effective at removing small particles and odors in most industrial applications and in-duct UV-C air purifiers. Each room will also be outfitted with activated carbon filter fan combo systems ("can fans").

By aggressively filtering odors from the air at the source odors will be naturally minimized in the common areas of the building and will be eliminated in the through the operation of additional activated carbon filter fans combo systems in the common areas. All HVAC ducts in the common areas will also be equipped with activated carbon filters.

Finally, we will utilize vestibules to separate the common areas of the building from the exterior environment at all primary ingress/egress points. The vestibules serve several functions, but with respect to odor mitigation, allow us to create negative air pressure between the interior of the vestibule and the exterior of the facility ensuring that the odors generated inside are not detectable on the outside.

With proper sealing of the building, and operation and maintenance of the air filtration systems, at times, no odor will be detectable outside of the building or off of the property.

Waste Disposal

All waste containing marijuana or marijuana by-products resulting from the storage, processing, and manufacture of marijuana and marijuana products will be disposed of in compliance with 935 CMR 500.105, any other applicable operational requirements that may be promulgated by the Cannabis Control Commission, and any other applicable state and local laws, ordinances, codes, and/or regulations, in a manner that does not create a public nuisance.

Noise Control

Because the operation is wholly contained inside an industrial building, we do not anticipate substantial noise emanating from the premises. Nevertheless, any noise generated by the facility will conform, at a minimum, to applicable state and local noise regulations, including the Massachusetts Department of Environmental Protection's Division of Air Quality noise regulations, 310 CMR 7.10; the Palmer Board of Health Regulations; and all relevant State Health Department regulations.

Marijuana Storage

The proper storage procedures are paramount to product quality and accountability. As a result, Mint will enforce security, quality control and health procedures that will provide adequate storage standards.

Pursuant to 935 CMR 500.110(1)(l), we will store all marijuana products in a locked room out of plain sight to prevent any diversion, loss or theft of the products. The storage room will be located in an

employee-only area of the facility, monitored by the security surveillance system and secured by the security alarm system, and access control system. Access will be restricted to authorized employees.

In accordance with 935 CMR 500.105(11)(c), the storage room housing the marijuana products will be maintained in a clean and orderly condition. In addition to the sanitation protocols associated with the storage of the marijuana products, Mint will provide a storage room equipped with the appropriate equipment to optimize the storage conditions. In accordance with 935 CMR 500.105(11)(a), the establishment will provide adequate lighting, ventilation, temperature, humidity, space and equipment consistent with the applicable provisions of 935 CMR 500.105 and 500.110.

Inventory Control

Mint is committed to guaranteeing that all marijuana products entering and leaving the facility is accurately recorded and traceable through a Commission-approved real-time inventory and seed-to-sale system. The establishment will utilize and maintain a reliable and current inventory system to track the quantity, type and location of all marijuana plants and finished marijuana product currently located or controlled within the premises to provide a transparent record for the Commission and other appropriate authorities.

Mint will use MJ Freeway's MJ Platform for all of its inventory tracking. MJ Platform is a regulatory compliance system specifically design for operators of state-licensed marijuana establishments.

The Cannabis Control Commission has approved MJ Platform as a verified integrator with the State-wide track and trace system.

Transportation

General Requirements

Our company will ensure that all transported marijuana products are linked to the seed-to-sale tracking system. For the purposes of tracking, seeds and clones will be properly tracked and labeled in a form and manner determined by the Commission. Any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment will be transported back to the Company.

All vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents. Prior to leaving for the purpose of transporting marijuana products, the Company will weigh, inventory, and account for, on video, all marijuana products to be transported.

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

Vehicles

A vehicle used for transporting marijuana products will be:

- owned or leased by our Company or the Marijuana Transporter;
- properly registered, inspected, and insured in the Commonwealth;
- equipped with an alarm system approved by the Commission; and
- equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.

Marijuana products will not be visible from outside the vehicle. Vehicles used to transport marijuana products will not bear any markings indicating that the vehicle is being used to transport marijuana products, and they will not indicate the name of the company. When transporting marijuana products, no other products will be transported or stored in the same vehicle. No firearms will be located within the vehicle or on a marijuana establishment agent.

Manifests

A manifest will be filled out in triplicate, with the original manifest remaining with our Company, a second copy provide to the destination Marijuana Establishment upon arrival, and a copy to be kept with our agent during transportation and returned upon completion of the transportation.

Prior to transport, the manifest will be securely transmitted to the destination Marijuana Establishment by facsimile or email.

Upon arrival at the destination Marijuana Establishment, our agent at the destination Marijuana Establishment will compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest will, at a minimum, include information according to the regulations.

Packaging and Labeling

Packaging

All marijuana and marijuana products intended to be offered for sale to consumers will be packaged in tamper or child-resistant packaging that complies with the requirements of 935 CMR 500.105(6). Packaging for marijuana products intended to be sold or displayed directly to consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive minors.

Labeling

Mint will ensure that each product has a legible, firmly affixed label that contains the information required under 935 CMR 500.105(5). The information on the label, will include, at a minimum, the following information:

1. The name and registration number of the Marijuana Cultivator that produced the marijuana, together with the retail licensee's business telephone number, electronic mail address, and website information, if any;
2. The quantity of usable marijuana contained within the package;
3. The date that the Marijuana Retailer or Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging;
4. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
5. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;
6. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
7. This statement, including capitalization:

“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;

8. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



9. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Tracking Solution

The Company will utilize an extensive seed-to sale tracking solution to track and document movement of inventory throughout every aspect of the operation, which allows us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation from planting, harvesting, processing, destruction and waste, transportation, lab testing, wholesaling, and transporting.

Yield Forecasting – Monitoring and analyzing the harvest data to optimize for larger yields.

Production-Centric – Customizing workflows to support the weighing of multiple plant by-products (wet or dry), plus multiple data collection points and ability to grade product quality of final product.

Analyze Efforts – Monitoring Nutrients applied, log Strain Notes detailing light and watering cycles, plus review past production data to optimize future yields.

Conversion Tracking – Converting products into single or multiple by-products, while maintaining a complete chain of custody, logging cost per gram calculations and product notifications/recalls.

Transport Manifests – Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

Product Details – Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, plus a reactive expiration date that can lock a product if it's past expiration.

Inventory Management – Analyzing the sales data to optimize the inventory to the customers.

Data Driven CRM – Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more.

PRODUCTS & SERVICES

Mint's state of the art cultivation facility will produce the largest selection of proprietary strains and at a facility of its size in the Commonwealth.

Products

The Cultivation Facility will produce:

- Dried Marijuana Flower
- Dried Marijuana Trim/Shake (for processing).
- Fresh-Frozen Marijuana Plant Material (for processing).



Product Quality

We will strive to ensure our wholesale customers (other licensees) have access to safe, high-quality products subject to careful selection, processing, transporting and testing by an independent laboratory. The following is a general outline of how Mint plans to ensure quality control and quality assurance for the products that it manufactures as well as the product offerings available at retail:

- All marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- All product must be deemed to comply with the testing standards required under 935 CMR 500.160 before it will be offered for wholesale.
- Proprietary Nutrients & 100% Pesticide & Growth Regulator-Free

In addition, Mint will maintain written policies and procedures for the production or distribution of marijuana products, as applicable, which shall include, but not be limited to:

- Policies and procedures for handling voluntary and mandatory recalls of marijuana products; and
- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is identified, segregated from other product, and destroyed.

Educational Services

In line with our Core Values, the Mint will provide wholesale customers with information to help them choose products appropriately and help their customers/consumers understand how to use them effectively and responsibly.

In addition to standard employee training and the mandatory Responsible Vendor Training, the Company will implement a supplemental training program administered by Americans for Safe Access (ASA) for all wholesale sales representatives. ASA has been a trusted source of cannabis education and training for over 15 years. As a leader in cannabis education since 2002, ASA has conducted thousands of legal and advocacy trainings nationwide. The program will ensure employees are highly knowledgeable in customer service, the pharmacology of marijuana, and the effectiveness of different strains, methods, and forms of administration.

Delivery

Marijuana produced at the facility will be delivered to wholesale customers (other licensees) by Company employees using Company delivery vehicles or licensed marijuana transport operators.

The facility will have a secured delivery bay of sufficient size to accommodate a full-size cargo van or small box-truck. The interior of the delivery bay will serve as a mantrap, with a secure doorway and demising walls separating it from the operational areas of the facility.

FINANCIAL PLAN

Long-Term Financial Strategy

Mint will implement a financial strategy, as an integral component of its strategic plan, that outlines how the organization plans to finance its overall operation and continue to meet its liabilities now and in the future. The financial strategy will assess the Company's financial position pre-licensure; where it would like to be, financially, within three to five years' time; and what strategies need to be implemented to achieve financial targets.

The Company seeks to achieve financial sustainability, and secure the long-term viability of its operations through:

- i. maintaining a diversified funding mix, with a solid block of core financing and project funding to cover key services; and
- ii. generating surpluses through the sale of marijuana to authorized consumers and other marijuana establishments to build and maintain a reserve for unexpected expenses and general contingency planning.

The following policies provide a framework for the financial strategy, and shall be reviewed by the management team annually, for alignment with the Company's strategic plan:

- i. Financial Reserves – It is our policy to maintain general reserves equivalent to 3 months of operating expenditures. Surpluses in a given year will be added to this reserve.
- ii. Core Costs – It is our policy to apportion overhead costs on a monthly basis, in proportion to the direct costs incurred by each operation. Each operation should generate enough income to cover both its direct and apportioned indirect costs, unless management authorizes otherwise.
- iii. Pricing and Cost Recovery – It is our policy to charge consumers for goods and services rendered.
- iv. Ethics – It is our policy to consider the ethical nature of all funds offered before accepting. The Company shall not accept funds that create a conflict of interest or are not in-line with company values.

Funding Analysis

Table 5 identifies the total projected capital expenses that will be required to design, develop, and construct the facility.

Mint Cultivation Facilities LLC has received an initial block of core financing for the purposes of funding the build-out of the proposed manufacturing and marijuana retail facility and to cover initial operating expenses, from its Members.

An initial contribution of working capital (“cash”), in the amount of \$100,000.00 will be furnished by the Company’s members. In addition, the Members have obtained various offers for low-interest lines of credit and hard-money interest-only loans for use in the marijuana industry that may be used to fund the build out of the facility as well as provide a capital reserve ensuring the long-term viability of the operation.

No cash or tangible assets have been accepted or received from an entity or individual other than the Members of the Company. Therefore, no equity or member interest in the Company, or other benefits, have been conferred to any external party or entity, not directly affiliated with the Company at this time.

Table 5. Projected Capital Expenses, \$

CAPEX	
Space improvements including HVAC, Fertigation/RO System, Grow Tables, etc.	7,500,000
Alarm, Access Control, Video Surveillance Systems	175,000
Equipment, Furniture, Computer System, Commercial Label Printer, Storage Hardware and Shelving	750,000
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office, etc.)	15,000
Other	60,000
TOTAL	8,500,000

Based on an initial assessment of the funds available to the Company and the projected capital and operating expenses necessary to design, develop, construct and operate the facility, Mint will be well-capitalized and strongly positioned to successfully execute its business and operation plans.

Operating Expense Breakdown

Table 6 includes our projected annual operating expenses. serve as estimates only based on various factors such as the total number of employees required to operate the facility, fluctuations in utility service rates, and production demand of the market at any point in time.

The Company is projecting Operating Expenses, including payroll, of \$5,617,854.00 for the first year of operation.

Table 6. Operational Expenses, \$

	\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4
SG&A Expenses					
G&A Expenses - Initial & General Costs		243,650	203,010	205,020	207,030
G&A Expenses – Retail & Manufacturing		3,326,556	7,111,425	7,248,317	7,517,026

SG&A Expenses - Marketing & Sales Expenses	1,344,178	1,593,423	1,514,334	1,536,360
Senior Management Salaries & Benefits	269,356	296,743	296,743	296,743
IT Salaries & Benefits	92,995	93,881	99,195	104,509
Other Salaries & Benefits	292,963	295,753	312,494	329,234
SG&A Expenses - Misc.	48,156	68,023	64,925	63,854
Total SG&A Expenses	5,617,854	9,662,258	9,741,028	10,054,757

Projected Revenues

Three factors were taken into account when projecting revenues:

- i. Massachusetts law authorizes people 21 and older grow up to six (6) plant in their home – and up to twelve (12) plants for two or more adults residing in the home.
- ii. There is no restriction on a person conferring marijuana to another person whom is at 21 or older.
- iii. There are a limited number of CCC licensed marijuana cultivators and marijuana product manufacturers approved to operate. While limited, this will change.

The fluidity in the consumer and wholesale market and the total number of persons and other marijuana establishments cultivating their own marijuana for personal use or for commercial sale, may result in fluctuations in the customer base, and therefore directly impact the projected revenues provided in Table 7 below.

All things considered, we project that the facility will generate \$1,741,000.00 in revenue per month, or \$20,895,000, in the first year of operation with marijuana increases realized each year thereafter.

The figure is extremely conservative and is calculated based on the anticipated number of individual and wholesale units sold per month, estimated production levels, and the estimated average wholesale and retail price per unit of marijuana or marijuana product in the Commonwealth.

Table 7. Projected Revenues & Estimated Community Impact Fee, \$

\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Revenue	20,895,000	35,820,000	36,536,400	37,969,200
Community Impact Fee (3.0%)	626,850	1,074,600	1,106,838	1,139,076

Profit & Loss Forecast

Business's revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Table 8. Income Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Revenue		20,895,000	35,820,000	36,536,400	37,969,200
COGS - Cost of Goods Sold		14,466,984	20,663,172	21,154,785	22,017,709
Gross Profit		6,428,016	15,156,828	15,381,615	15,951,491
% of revenue		31%	42%	42%	42%
SG&A Expenses					
G&A Expenses - Initial & General Costs		243,650	203,010	205,020	207,030
G&A Expenses - Manufacturing		3,326,556	7,111,425	7,248,317	7,517,026
SG&A Expenses - Marketing & Sales Expenses		1,344,178	1,593,423	1,514,334	1,536,360
Senior Management Salaries & Benefits		269,356	296,743	296,743	296,743
IT Salaries & Benefits		92,995	93,881	99,195	104,509
Other Salaries & Benefits		292,963	295,753	312,494	329,234
SG&A Expenses - Misc.		48,156	68,023	64,925	63,854
Total SG&A Expenses		5,617,854	9,662,258	9,741,028	10,054,757
Operating Income (EBITDA)		810,162	5,494,570	5,640,587	5,896,734
% of revenue		4%	15%	15%	16%
Depreciation and Amortization		81,481	111,474	111,474	111,474
Earnings Before Interest & Taxes (EBIT)		728,681	5,383,096	5,529,113	5,785,259
Interest Expense		(32,881)	(4,147)	0	0
Earnings Before Taxes (EBT)		695,800	5,378,949	5,529,113	5,785,259
Income Tax		1,082,182	3,183,288	3,242,028	3,370,515
Net Income		(386,381)	2,195,661	2,287,085	2,414,744
% of revenue		-2%	6%	6%	6%

Cash Flow Forecast

The cash flow projections in Table 9 demonstrate that the business will have sufficient cash to support its operations and related activities.

Table 9. Cash Flow Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Net Income		(386,381)	2,195,661	2,287,085	2,414,744
Cash Flow from Operations					
Depreciation		81,481	111,474	111,474	111,474
Change in Receivables		(696,500)	0	(13,930)	(27,860)
Change in Inventory		(436,322)	0	(8,726)	(17,453)
Change in Accounts Payable		950,147	2,829	20,872	38,480
Total Cash Flow from Operations		(487,575)	2,309,964	2,396,775	2,519,386
Cash Flow from Investing					
Capital Expenditures (CAPX)		(5,575,000)	0	0	0
Other		0	0	0	0
Total Cash Flow from Investing		(5,575,000)	0	0	0
Cash Flow from Financing					
Revolver Issuance / (Repayment)		670,631	(670,631)	0	0
Long-Term Debt Issuance / (Repayment)		0	0	0	0
Paid in Capital		5,575,000	0	0	0
Drawings (profit share)		0	0	0	0
Total Cash Flow from Financing		6,245,631	(670,631)	0	0
Total Change in Cash		183,056	1,639,333	2,396,775	2,519,386
Beginning Period Cash		0	183,056	1,822,389	4,219,163
Ending Period Cash		183,056	1,822,389	4,219,163	6,738,549

Balance Sheet Forecast

The prospective balance sheet below evidences healthy growth of net worth and a strong financial position.

Table 10. Balance Sheet, \$

\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Assets				
Current Assets				
Cash	161,189	1,235,176	3,863,624	6,604,170
Receivables	715,069	715,069	729,371	757,974
Inventory	447,979	447,979	456,939	474,858
Total Current Assets	1,324,238	2,398,225	5,049,934	7,837,001
Long Term Assets				
Property Plant & Equipment (PPE), gross	5,575,000	5,575,000	5,575,000	5,575,000
Accumulated Depreciation of PPE	(81,481)	(192,955)	(304,429)	(415,904)
PP&E, net	5,493,519	5,382,045	5,270,571	5,159,096
Total Assets	6,817,757	7,780,270	10,320,504	12,996,098
Liabilities				
Current Liabilities				
Accounts Payable	971,838	974,772	999,328	1,038,807
Total Current Liabilities	2,757,505	974,772	999,328	1,038,807
Long Term Liabilities	0	0	0	0
Total Liabilities	2,757,505	974,772	999,328	1,038,807
Equity				
Paid-in Capital/Drawings	5,575,000	5,575,000	5,575,000	5,575,000
Retained Earnings	(1,514,748)	1,230,498	3,746,176	6,382,291
Current Period Retained Earnings	4,060,252	6,805,498	9,321,176	11,957,291
Total Equity	4,060,252	6,805,498	9,321,176	11,957,291
Total Liabilities and Equity	6,817,757	7,780,270	10,320,504	12,996,098

Statement on Long-Term Viability

Mint's financial planning process is underpinned by scenarios that encompass a wide spectrum of potential outcomes. The scenarios are designed to be severe but plausible; and take full account of the availability and likely effectiveness of the mitigating actions that could be taken to avoid or reduce the impact or occurrence of the underlying risks and that realistically would be open to them in the circumstances. We acknowledge that the principal risks facing the company are robust.

Based upon the thorough assessment of the principal risks facing the company and a stress-testing based assessment of our organization's prospects, the Mint has a reasonable expectation that the we will be able to continue to operate and meet our liabilities as they fall due.

Mint Cultivation Facilities LLC - Palmer

QUALIFICATIONS AND TRAINING

Mint Cultivation Facilities LLC (“Mint” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Mint. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b), all current owners, managers and employees of Mint that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Mint shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of Mint’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Mint employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of Mint shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. Mint shall retain all training records for four (4) years as required by 935 CMR 500.105(s). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Mint Cultivation Facilities LLC - Palmer

MAINTAINING OF FINANCIAL RECORDS

Mint Cultivation Facilities LLC (“Mint” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall 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, stipends 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 non-profit corporation.

Furthermore, Mint will implement the following policies for Recording Sales:

- (a) Mint will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Mint may also utilize a sales recording module approved by the DOR.
- (c) Mint will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Mint 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. Mint will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Mint 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:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Mint will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Mint will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Mint 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 the closure of Mint, all records will be kept for at least two years, at Mint’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Mint shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Mint Cultivation Facilities LLC - Palmer

RECORD KEEPING PROCEDURES

Mint Cultivation Facilities LLC (“Mint” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Mint shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Mint, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

Mint will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Mint will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. Mint will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Mint will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product;

Mint Cultivation Facilities LLC - Palmer

the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Mint will maintain records of all manifests.

INCIDENT REPORTS

Mint will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Mint shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Mint shall maintain all documentation relating to an incident for not 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.

TRANSPORTATION LOGS

In the event that Mint operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel exiting the vehicle, as required by 935 CMR 500.115(13). Mint shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Mint will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Mint's security system, Mint will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Mint will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or

Mint Cultivation Facilities LLC - Palmer

passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Mint's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

Mint Cultivation Facilities LLC - Palmer

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Mint Cultivation Facilities LLC (“Mint” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Mint shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), Mint is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in Palmer, MA.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Mint determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Mint strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Mint has and follows a set of detailed written operating procedures for each location. Mint has developed and will follow a set of such operating procedures for each facility. Mint’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the

Mint Cultivation Facilities LLC - Palmer

Commission;

2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. 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.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)

(m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

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

In accordance with 935 CMR 500.105(2), all of Mint's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Mint shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of Mint will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Mint and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana

Mint Cultivation Facilities LLC - Palmer

Establishments, Record Keeping, Mint's personnel records will be available for inspection by the Commission, upon request. Mint's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Mint personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Mint's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Mint and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. 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;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Mint understands that in the event that Mint were to close, all records will be kept for at least two years at the expense of Mint.

Mint Cultivation Facilities LLC - Palmer

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Mint will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall 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 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Mint shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Mint for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Mint by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Mint shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Mint's policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Mint staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Mint will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Mint's Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Mint staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All Mint staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of Mint.

Mint Cultivation Facilities LLC - Palmer

Mint management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Mint procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), Mint shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Mint will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Mint storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Mint storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by Mint for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Mint Cultivation Facilities LLC - Palmer

RESTRICTING ACCESS TO AGE 21 OR OLDER

Mint (“Mint” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - b. A liquor purchase identification card;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

Mint Cultivation Facilities LLC - Palmer

DIVERSITY PLAN

Mint Cultivation Facilities LLC (“Mint” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Mint a leader and champion of diversity, both in Palmer and throughout the broader Massachusetts cannabis industry.

Mint’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal: Achieve at least 35% of our staffing needs from women and minorities.

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+community, both through in-house hiring initiatives and participation in online diversity job boards including but not limited to <https://diversityjobs.com/> and <https://www.pdnrecruits.com/> and in-person job fairs at least annually and as staffing needs merit.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Mint’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow Mint to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 35% of our staffing needs from women and minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by Mint’s total staffing at its Palmer facility to determine the percentage achieved.

Mint acknowledges that it shall show progress or success of our plan at least annually as an express condition of renewal of its licensure, with the submission of a renewal application to be submitted no later than 60 days prior to the date of the anniversary of the issuance of provisional licensure, and every year thereafter.

Mint 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 Marijuana Establishments.

Mint acknowledges that 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.

Energy Compliance Plan

Mint has identified an existing \pm 39,500 SF light industrial building as suitable for establishing the proposed Tier 3 Marijuana Cultivation facility. The building, constructed in multiple phases beginning in 1959, is sited on a 3.30-acre parcel with a large surface parking lot and loading dock. Mint is not proposing any material changes to, or expansion of, the envelope (exterior walls/footprint) of the existing structures or significant modifications to the site (including parking).

With just under 20,000 SF of flowering canopy, energy use will be one of the highest environmental impact areas and the largest operational costs associated with the proposed indoor cannabis cultivation facility with lighting systems, HVAC, and dehumidification systems representing the largest users of energy in the facility.

This Energy Compliance Plan (“ECP”) details how our company will focus on utilizing green energy sources (such as solar panels and onsite battery storage) to reduce our carbon footprint and retro-fit the facility with industry leading, energy efficient equipment and building materials, including specific equipment that is Energy Star certified.

Mint will engage in, where feasible, the following **energy-use reduction opportunities and strategies to reduce electrical demand**:

- Construct each grow room with state-of-the-art panel systems engineered to maintain specific environmental conditions while minimizing panel thickness. Investing in technologies like these will allow us to maximize our production per square foot throughout the facility while minimizing the resource needs and specific inputs (heating/cooling, humidification, and CO₂) required to create the correct internal environment. Each panel is made from a closed cell, Energy Star qualified, expanded polystyrene (“EPS”) core, which meet and/or exceed stringent new energy regulations. Utilizing panels that are made from EPS ensures that we have a very high R-Value, which is how heat flow is measured and rated in terms of thermal resistance.
- Limit Lighting Power Densities (“LPD”) for the cultivation spaces such that they do not exceed an average of 36 watts per gross square foot of active and growing space canopy. We will achieve this by incorporating LED lighting technology into our grow room design to significantly reduce electricity draw based on careful assessment of lighting requirements for each life stage. As LED lighting generates minimal to no heat, indoor temperatures in cultivation centers are reduced, therefore reducing water evaporation, indoor humidity, and load on the HVAC system.
- Install motion sensor lighting and occupancy sensors controls throughout ancillary spaces in the facility to reduce electricity consumption by eliminating the possibility of lights

Mint Cultivation Facilities LLC

being turned and/or left on during times where the facility is not being utilized for production.

- Install light-emitting diode (“LED”) bulbs and fixtures in all non-production areas of the facility.
- Equip all doors with self-closing hinges to minimize instances of doors being left ajar. All doors will be equipped with sensors that indicate an open or closed condition. These items will help us proactively prevent compromising the internal environment of the facility, which could lead to excess heating and cooling needs.
- Practice ‘load factor optimization’ by staggering lighting between grow rooms over a 24-hour period as well as according to ambient temperature and peak demand.
- Use programmable, highly accurate thermostats and controls.
- Install smart meters and data loggers in the building to obtain sub-meter energy usage data to be used for comprehensive ongoing energy audits, identifying areas of improvement, and rapidly responding to “out of condition” instances.
- Replacing and/or supplementing building insulation materials to ensure they meet or exceed existing building standards and energy ratings.
- Utilize “solar tubes” as replacements for overhead lighting in non-production area of the facility where possible.
- Use “task lighting” to directly illuminate desktops and other non-essential spaces without having to use overhead lights.
- Install high-efficiency ductless split and/or variable refrigerant flow HVAC units and dehumidification equipment, as well as fans, pumps, and electronics with Energy Star or comparable certification.
- Ensure sealing and insulation of ducts and pipes.
- Utilize several metrics deemed useful in the cannabis industry specifically to ensure that we operate as efficiently as possible, such as:
 - Lighting Yield per Watt (grams/Watt), allowing us to ensure the most efficient combination of lighting and specific plant strain;
 - Total Energy Efficiency (grams/kWhs), allowing us to monitor strain yield against energy inputs to the building; and,
 - Space utilization (grams/sqft), allowing us to ensure the most efficient combination of plant strains to ensure proper utilization of growing area ensure maximum yield from energy and material inputs.

Mint Cultivation Facilities LLC

- Install environmental controllers that will allow for remote management of lighting and HVAC systems via cloud technology. Timers will specify light exposure for individual cultivation spaces.
- Source Energy Certified products, equipment, and supplies that meet energy efficiency criteria set by the US Environmental Protection Agency (“EPA”) or the US Department of Energy (“DOE”).

Mint will consider the following **renewable energy generation opportunities**:

- *Solar Power/Panels.* In order to significantly reduce energy impacts, we will explore the feasibility of installing solar panels to offset energy purchased through local Utilities. With improvements in photovoltaic technology, a favorable climate, and available infrastructure and incentives, this is a viable option for reducing energy demand and related energy costs. The solar panels would supplement purchased power with net metering through a grid-connected system.
- *Purchasing Renewable Energy Credits.* Investigate the option to purchase ‘green power’ directly through our partners at Secure Energy, a privately held energy consulting firm that specializes in assisting medium to large businesses identify and implement energy efficiency strategies and our local electricity supplier, National Grid.

Mint further acknowledges that if a Provisional License is issued, Mint will, at the Architectural Review stage, submit further information to demonstrate actual consideration of renewable energy generation opportunities, including a list of renewable or alternative energy reduction opportunities that were considered. Information will include whether opportunities are being implemented, will be implemented at a later date or are not planned to be implemented. Mint will also include a summary of information that was considered to make a decision (i.e. costs, available incentives, and bill savings).

Mint will explore **engagement with energy efficiency programs**, including:

- Secure Energy, a privately held energy consulting firm that specializes in assisting medium to large businesses with identifying and implementing energy efficiency strategies, including Secure Energy’s industry leading Energy Cost Control System™.
- Mass Save, provides energy assessments to small businesses to identify energy savings opportunities.
- National Grid’s Large Business Energy Saving Program to provide cost-effective energy efficiency measures, audits, incentive levels, and turnkey pricing for lighting and other projects.

Mint will engage either Mass Save or National Grid to coordinate with our Civil, Mechanical, Electrical, and Plumbing Engineers, during the planning process and to conduct an energy

Mint Cultivation Facilities LLC

efficiency audit of the facility pre-planning and after construction, prior to final licensure, and annually thereafter to identify energy efficiency programs, incentives, opportunities, and areas to optimize energy use in the facility.

Mint will implement the following measures to **ensure on a regular basis that equipment is maintained, calibrated, and operating properly**, to improve energy efficiency:

- Maintain operations manuals and operating procedures for all major energy-using equipment, specifically, HVAC, Dehumidification, and lighting.
- Perform ongoing building/facility and equipment/systems audits and building maintenance to control energy consumption and air/heat leakage.
- Implement Preventative Maintenance Schedules for energy-intensive equipment and systems, including HVAC, dehumidification, and lighting systems to prevent equipment from falling out of normal condition leading to increased energy usage and downtime. These schedules will call for both the cleaning, repair, and calibration of all equipment at pre-defined intervals based on each equipment's specifications.

Mint is committed to operating an environmentally conscious Cultivation facility in compliance with the environmental protection laws and regulations in the Commonwealth of Massachusetts. As such Mint will continuously assess new opportunities to reduce energy usage and will implement best management practices to reduce energy and water consumption and waste generation in an effort to mitigate adverse environmental impacts.

In addition to its full compliance with environmental laws and regulations, Mint will work collaboratively with State and local agencies to obtain all permits and approvals necessary, including those related to wastewater discharge and solid waste disposal, prior to issuance of final licensure.