



# Massachusetts Cannabis Control Commission

## Marijuana Microbusiness

### General Information:

License Number: MB282152  
Original Issued Date: 05/04/2021  
Issued Date: 05/04/2021  
Expiration Date: 05/04/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Morning Dew, LLC

Phone Number: 978-501-7134 Email Address: lkaltnermorningdew@gmail.com

Business Address 1: 375 PINEDALE ROAD

Business Address 2:

Business City: ATHOL

Business State: MA

Business Zip Code: 01331

Mailing Address 1: 375 PINEDALE ROAD

Mailing Address 2:

Mailing City: ATHOL

Mailing State: MA

Mailing Zip Code: 01331

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 55

Role: Owner / Partner

Other Role: CEO, CFO

First Name: Lori

Last Name: Kaltner

Suffix:

Gender: Female

User Defined Gender:

Date generated: 05/24/2021

Page: 1 of 6

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

Specify Race or Ethnicity: White

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 15

Role: Other (specify) Other Role: Anticipated Facility director, Logistics and Security

First Name: Patrick Last Name: Kaltner Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity: White

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 15

Role: Other (specify) Other Role: Anticipated COO, Chief Compliance Officer, Metrc Administrator and Marketing

First Name: Victoria Last Name: Kaltner Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity: White

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 15

Role: Other (specify) Other Role: Anticipated Director of cultivation, chief of cultivation staff

First Name: Zachary Last Name: Peele Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity: W/hite

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Lori Last Name: Kaltner Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Member-Manager

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Lori Last Name: Kaltner Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Home equity line of credit pending Total Value of the Capital Provided: \$148000 Percentage of Initial Capital: 57

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Patrick Last Name: Kaltner Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$110000 Percentage of Initial Capital: 43

Capital Attestation: Yes

### CAPITAL RESOURCES - ENTITIES

No records found

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Cultivating

Establishment Address 1: 47 Daniel Shays Highway

Establishment Address 2:

Establishment City: Orange

Establishment Zip Code: 01364

Approximate square footage of the Establishment: 7493

How many abutters does this property have?: 18

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	MD-Community Outreach for app. upload.pdf	pdf	5fd948e15ea0dd074817cb0f	12/15/2020
Plan to Remain Compliant with Local Zoning	MD-Plan to remain compliant with local.pdf	pdf	5fdf822ed18fa907c7d906b9	12/20/2020
Certification of Host Community Agreement	MD HCA Cert. 2form 2-11-21 (1).pdf	pdf	60259cdf72b5633675943fb4	02/11/2021

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	MD-Eforall donation letter.pdf	pdf	5ff3325a982b2307e1993b36	01/04/2021
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	6025ac0c10e86b36bb8969bd	02/11/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: CEO

First Name: Lori

Last Name: Kaltner Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Date generated: 05/24/2021

**Role:** Other (specify) **Other Role:** Anticipated COO, CCO, Metrc Administrator & Sales  
**First Name:** Victoria **Last Name:** Kaltner **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** yes

**Individual Background Information 3**

**Role:** Other (specify) **Other Role:** Anticipated Facility Director, Logistics & Security  
**First Name:** Patrick **Last Name:** Kaltner **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** yes

**Individual Background Information 4**

**Role:** Other (specify) **Other Role:** Anticipated Director of Cultivation, Chief of Cultivation Staff  
**First Name:** Zachary **Last Name:** Peele **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** yes

**ENTITY BACKGROUND CHECK INFORMATION**

No records found

**MASSACHUSETTS BUSINESS REGISTRATION**

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MD-Cert.good.stand-Sec of state.pdf	pdf	5fdf92a009cfae0810fd11c2	12/20/2020
Articles of Organization	MD-Articles of Organization.pdf	pdf	5fdf92b236d86207eb967192	12/20/2020
Department of Revenue - Certificate of Good standing	MD-Ctf of good stand DOR.pdf	pdf	5fdf964c982b2307e1991e46	12/20/2020
Bylaws	MD-Operating Agree-signed.pdf	pdf	5ff351909597d30802d2c0a4	01/04/2021
Department of Revenue - Certificate of Good standing	MD-Unemp statement in Lieu of ctf..pdf	pdf	60087c7a982b2307e1996dcf	01/20/2021

No documents uploaded

**Massachusetts Business Identification Number:** 001470271

**Doing-Business-As Name:**

**DBA Registration City:** Orange

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	MD-Timeline for Marijuana Establishment.pdf	pdf	5ff7619d09cfae0810fd3be6	01/07/2021
Business Plan	Business Plan_Morning Dew.pdf	pdf	5ff781b679776c07d15e82af	01/07/2021
Plan for Liability Insurance	MD-Plan to obtain liability ins..pdf	pdf	5ff7b26e60fc2607ca6ae0a7	01/07/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and procedures for cultivating	Procedures for Cultivating.pdf	pdf	5ff782ffe826e207c07dc1b0	01/07/2021
Security plan	Security Plan.pdf	pdf	5ff7833ceb00b107e4545641	01/07/2021
Storage of marijuana	Storage of Marijuana.pdf	pdf	5ff783662027b107e8dc968d	01/07/2021
Quality control and testing	Quality Control and Testing.pdf	pdf	5ff783ec09cfae0810fd3ce7	01/07/2021
Personnel policies including background checks	Personnel Policies.pdf	pdf	5ff7841e09cfae0810fd3cef	01/07/2021
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5ff784c744f61c07f67ff6ca	01/07/2021
Maintaining of financial records	Maintenance of Financial Records.pdf	pdf	5ff784e0e767d307ceee4c26	01/07/2021
Qualifications and training	Qualifications and Training Plan.pdf	pdf	5ff7851760fc2607ca6ae033	01/07/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	5ff7852de767d307ceee4c2a	01/07/2021
Plan to Obtain Marijuana	Plan to Obtain Marijuana.pdf	pdf	5ff7853de826e207c07dc1cf	01/07/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	5ff790e42027b107e8dc96e4	01/07/2021
Restricting Access to age 21 and older	Restricting Access to 21+.pdf	pdf	600679502027b107e8dcb4bf	01/19/2021
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	600679659597d30802d2ec8c	01/19/2021
Diversity plan	Diversity Plan.pdf	pdf	60067976e767d307ceee6b1f	01/19/2021
Inventory procedures	Inventory Procedures.pdf	pdf	6006798936d86207eb96bab4	01/19/2021

## ATTESTATIONS

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

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

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

Notification:

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification:

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS**

No records found

**HOURS OF OPERATION**

<b>Monday From:</b> 12:00 AM	<b>Monday To:</b> Open 24 Hours
<b>Tuesday From:</b> 12:00 AM	<b>Tuesday To:</b> Open 24 Hours
<b>Wednesday From:</b> 12:00 AM	<b>Wednesday To:</b> Open 24 Hours
<b>Thursday From:</b> 12:00 AM	<b>Thursday To:</b> Open 24 Hours
<b>Friday From:</b> 12:00 AM	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> 12:00 AM	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> 12:00 AM	<b>Sunday To:</b> Open 24 Hours

# 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:

11/28/2020

b. Name of publication:

Athol Daily  
News

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

a. Date notice filed:

11/30/2020

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:

11/30/2020

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:

Morning Dew, LLC

Name of applicant's authorized representative:

Lori A. Kalthner

Signature of applicant's authorized representative:

Lori A. Kalthner

# LEGAL NOTICES

## LEGAL NOTICE DEADLINES

Monday's paper ..... Friday at 9am  
Tuesday's paper ..... Friday at 4pm  
Wednesday's paper..... Monday at Noon  
Thursday's paper..... Tuesday at Noon  
Friday's paper ..... Wednesday at Noon  
Saturday's paper..... Thursday at Noon

Call 413-772-0261 to place  
your Legal Notice or e-mail  
at [legalads@recorder.com](mailto:legalads@recorder.com)  
Deadline for Legal Notices  
is Noon 2 days prior to  
publication

## Legals

### PUBLIC NOTICE

Notice is hereby given that Morning Dew, LLC will host a Community Outreach Meeting for a proposed Marijuana Establishment. The meeting is scheduled for **December 12, 2020, @ 2 p.m.** and will be held at Butterfield Park, corner of East River St. and Hayden St., Orange, MA. 01364

The proposed Microbusiness Marijuana Establishment, an indoor grow facility, is anticipated to be located at 47 Daniel Shays Highway. (Former Homestead Restaurant) Orange, MA 01364. This meeting will be an opportunity for members of the community and abutters to ask questions and offer comments. Due to COVID, per Orange Board of Health, face mask or face covering will be required at all times and social distancing protocols will be in place. Please do not attend if symptomatic.

November 28

87298

**Athol Daily News**  
PO BOX 1000  
225 Exchange Street, Athol, MA 01331  
978-249-3535

**Advertising Receipt**

MISC LEGALS  
14 HOPE ST  
GREENFIELD, MA 01301

Cust#:97508  
Ad#:87298  
Phone#:413-555-5555  
Date:11/25/2020

Salesperson: JACKI CARON

Classification: Legals

Ad Size: 1.0 x 3.50

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
Athol Daily News	11/28/2020	11/28/2020	1	39.55	39.55

**Payment Information:**

Date: 11/25/2020      Order#: 87298      Type: CreditCard

Total Amount: 39.55  
Tax: 0.00  
Total Payments: 39.55  
Amount Due: 0.00

Morning Dew Public Notice - Thank you for your business!

Ad Copy

**PUBLIC NOTICE**

Notice is hereby given that Morning Dew, LLC will host a Community Outreach Meeting for a proposed Marijuana Establishment. The meeting is scheduled for **December 12, 2020, @ 2 p.m.** and will be held at Butterfield Park, corner of East River St. and Hayden St., Orange, MA, 01364

The proposed Microbusiness Marijuana Establishment, an indoor grow facility, is anticipated to be located at 47 Daniel Shays Highway, (Former Homestead Restaurant) Orange, MA 01364. This meeting will be an opportunity for members of the community and abutters to ask questions and offer comments. Due to COVID, per Orange Board of Health, face mask or face covering will be required at all times and social distancing protocols will be in place. Please do not attend if symptomatic.

November 28

87298

# “ATTACHMENT B”

Morning Dew. LLC  
375 Pinedale Road  
Athol, MA. 01331

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for December 12, 2020, @ 2 p.m. and will be held at Butterfield Park, corner of East River St. and Hayden St., Orange, MA. 01364

The proposed Microbusiness Marijuana Establishment, an indoor grow facility, is anticipated to be located at 47 Daniel Shays Highway, (former Homestead Restaurant) Orange, MA 01364. This Community Outreach Meeting will be an opportunity for members of the community and abutters to ask questions and receive answers from representatives from Morning Dew. LLC. If you are not able to attend this meeting, we welcome any comments or questions to be sent in writing either by email to: [lkaltnermorningdew@gmail.com](mailto:lkaltnermorningdew@gmail.com) or by regular mail to: Morning Dew, LLC, 375 Pinedale Road, Athol, MA. 01331.

Please note that this Marijuana Establishment will engage in “cultivation,” only, which is defined by the Town of Orange zoning ordinance to include cultivation and/or manufacturing of marijuana and marijuana products by a Microbusiness. The proposed Marijuana Establishment is NOT A RETAIL location and there will never be any direct to consumer sales from this location.

This Community Outreach Meeting is being held to satisfy the municipal notification provisions of the applicable Cannabis Control Commission regulations, 935 CMR 500.101 (9)(b).

Information presented by Morning Dew, LLC at this Community Outreach Meeting will include

1. The type of Establishment to be located at the proposed address
2. Information adequate to demonstrate that the Establishment location will be maintained securely
3. Steps to be taken by the Establishment to prevent diversion to minors
4. A plan by the Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law

Due to COVID protocols, FACE MASK OR FACE COVERING WILL BE REQUIRED AT ALL TIMES AND SOCIAL DISTANCING PROTOCOLS NEED TO BE FOLLOWED. PLEASE DO NOT ATTEND IF YOU ARE SYMPTOMATIC.



Lori Kaltner &lt;lkaltnermorningdew@gmail.com&gt;

**Legal notice of Community Outreach meeting**

2 messages

**Lori Kaltner** <lkaltnermorningdew@gmail.com>  
To: townclerk@townoforange.org

Mon, Nov 30, 2020 at 2:39 PM

Hello Nancy,

Attached please find legal notice from Morning Dew, LLC to be filed as required by the Cannabis Control Commission. Please confirm receipt via email.

Thank You, Lori Kaltner  
Morning Dew, LLC

 **MD-Comm outreach legal notice.pdf**  
142K**Town Clerk** <townclerk@townoforange.org>  
To: Lori Kaltner <lkaltnermorningdew@gmail.com>

Mon, Nov 30, 2020 at 3:20 PM

Received.

Nancy M. Blackmer, MMC/CMMC  
Town Clerk, Records Access Officer  
6 Prospect St.  
Orange, MA 01364  
townclerk@townoforange.org  
978-544-1100, ext. 101  
978-544-1134 (fax)  
www.townoforange.org

Town Hall hours:  
Due to COVID-19 all town buildings are currently closed to the public.

To register on line - [www.registertovotema.com](http://www.registertovotema.com)  
[#knowbeforeyougo](https://twitter.com/knowbeforeyougo)

*When writing or responding, please remember that the Secretary of State's Office has determined that e-mail is a public record. This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, and contain information intended for the specified individual (s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.*

**From:** Lori Kaltner <lkaltnermorningdew@gmail.com>  
**Sent:** Monday, November 30, 2020 2:39 PM

COMMUNITY OUTREACH MEETING – NOTICES SENT TO THE FOLLOWING TOWN OFFICIALS  
VIA CERTIFIED MAIL

Mercedes Clingerman  
Chair, Planning Board  
Orange Armory  
135 E. Main St.  
Orange, MA. 01364

Phil Harris  
Building Inspector/Zoning Agent  
Orange Armory  
135 E. Main St.  
Orange, MA. 01364

Matthew Fortier  
Board of Health Agent  
Orange Armory  
135 E. Main St.  
Orange, MA. 01364

Nancy Blackmer  
Town Clerk  
6 Prospect St.  
Orange, Ma. 01364

Gabriele Voelker  
Town Administrator  
6 Prospect St.  
Orange, Ma. 01364

Alec Wade  
Economic Development  
6 Prospect St.  
Orange, MA. 01364



ATHOL  
 242 MAIN ST  
 ATHOL, MA 01331-9998  
 (800)275-8777

11/30/2020

02:26 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.55
Orange, MA 01364			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date			
Thu 12/03/2020			
Certified Mail®			\$3.55
Tracking #:			
70142120000380638458			\$4.10
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Orange, MA 01364			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date			
Thu 12/03/2020			
Certified Mail®			\$3.55
Tracking #:			
70142120000380638465			\$4.10
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Orange, MA 01364			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date			
Thu 12/03/2020			
Certified Mail®			\$3.55
Tracking #:			
70142120000380638472			\$4.10
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Orange, MA 01364			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date			
Thu 12/03/2020			
Certified Mail®			\$3.55
Tracking #:			
70142120000380638489			\$4.10
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Orange, MA 01364			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date			
Thu 12/03/2020			
Certified Mail®			\$3.55
Tracking #:			
70142120000380638496			\$4.10
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Orange, MA 01364			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date			
Thu 12/03/2020			
Certified Mail®			\$3.55
Tracking #:			
70142120000380638502			\$4.10
Total			\$4.10
Grand Total:			\$24.60
Media Card Omitted			\$24.60

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Orange, MA 01364

**OFFICIAL USE**

Postage	\$3.55
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$4.10

0331 5  
 NOV 30 2020  
 Postmark Here  
 11/30/2020  
 USPS

Sent to  
 Phil Harris, Bldg Insp  
 Street & Apt. No., or PO Box No. 135 E Main St  
 City, State, ZIP+4 Orange MA 01364

PS Form 3800, July 2014 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Orange, MA 01364

**OFFICIAL USE**

Postage	\$3.55
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$4.10

0331 5  
 NOV 30 2020  
 Postmark Here  
 11/30/2020  
 USPS

Sent to  
 Admin-Gabe Voether  
 Street & Apt. No., or PO Box No. 6 Prospect St  
 City, State, ZIP+4 Orange MA 01364

PS Form 3800, July 2014 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Orange, MA 01364

**OFFICIAL USE**

Postage	\$3.55
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$4.10

0331 5  
 NOV 30 2020  
 Postmark Here  
 11/30/2020  
 USPS

Sent to  
 Planning M. Clingerman Board  
 Street & Apt. No., or PO Box No. 135 E Main St  
 City, State, ZIP+4 Orange MA 01364

PS Form 3800, July 2014 See Reverse for Instructions

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Orange, MA 01364

**OFFICIAL USE**

Postage	\$3.55
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$4.10

0331 5  
 NOV 30 2020  
 Postmark Here  
 11/30/2020  
 USPS

Sent to  
 Health Matthew Fortier Agent  
 Street & Apt. No., or PO Box No. 135 E Main St  
 City, State, ZIP+4 Orange MA 01364

PS Form 3800, July 2014 See Reverse for Instructions

U.S. Postal Service™  
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0331 5  
 NOV 30 2020  
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Sent to  
 Nancy Blackmer, Clerk  
 Street & Apt. No., or PO Box No. 6 Prospect St  
 City, State, ZIP+4 Orange MA 01364

PS Form 3800, July 2014 See Reverse for Instructions

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0331 5  
 NOV 30 2020  
 Postmark Here  
 11/30/2020  
 USPS

Sent to  
 Alec Wade - EDIC  
 Street & Apt. No., or PO Box No. EDIC 6 Prospect St  
 City, State, ZIP+4 Orange, MA 01364

PS Form 3800, July 2014 See Reverse for Instructions

# “ATTACHMENT C”

Morning Dew. LLC  
375 Pinedale Road  
Athol, MA. 01331

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for December 12, 2020, @ 2 p.m. and will be held at Butterfield Park, corner of East River St. and Hayden St., Orange, MA. 01364

The proposed Microbusiness Marijuana Establishment, an indoor grow facility, is anticipated to be located at 47 Daniel Shays Highway, (former Homestead Restaurant) Orange, MA 01364. This Community Outreach Meeting will be an opportunity for members of the community and abutters to ask questions and receive answers from representatives from Morning Dew. LLC. If you are not able to attend this meeting, we welcome any comments or questions to be sent in writing either by email to: [lkaltnermorningdew@gmail.com](mailto:lkaltnermorningdew@gmail.com) or by regular mail to: Morning Dew, LLC, 375 Pinedale Road, Athol, MA. 01331.

Please note that this Marijuana Establishment will engage in “cultivation,” only, which is defined by the Town of Orange zoning ordinance to include cultivation and/or manufacturing of marijuana and marijuana products by a Microbusiness. The proposed Marijuana Establishment is NOT A RETAIL location and there will never be any direct to consumer sales from this location.

This Community Outreach Meeting is being held to satisfy the municipal notification provisions of the applicable Cannabis Control Commission regulations, 935 CMR 500.101 (9)(b).

Information presented by Morning Dew, LLC at this Community Outreach Meeting will include

1. The type of Establishment to be located at the proposed address
2. Information adequate to demonstrate that the Establishment location will be maintained securely
3. Steps to be taken by the Establishment to prevent diversion to minors
4. A plan by the Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law

Due to COVID protocols, FACE MASK OR FACE COVERING WILL BE REQUIRED AT ALL TIMES AND SOCIAL DISTANCING PROTOCOLS NEED TO BE FOLLOWED. PLEASE DO NOT ATTEND IF YOU ARE SYMPTOMATIC.



# 300 foot Abutters List Report

Orange, MA  
November 24, 2020

## Subject Property:

Parcel Number: 251-55  
CAMA Number: 251-55  
Property Address: 47 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
[REDACTED]  
163 NORTHHAMPTON ROAD  
AMHERST, MA 01002

*mailed USPS on 11/30/2020*

## Abutters:

Parcel Number: 251-16  
CAMA Number: 251-16  
Property Address: 34 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
34 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-18  
CAMA Number: 251-18  
Property Address: 68 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
68 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-19  
CAMA Number: 251-19  
Property Address: 60 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
60 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-20  
CAMA Number: 251-20  
Property Address: 46 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
46 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-22  
CAMA Number: 251-22  
Property Address: 40 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
40 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-43  
CAMA Number: 251-43  
Property Address: 39 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
39 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-44  
CAMA Number: 251-44  
Property Address: 15 STONE RD

Mailing Address: [REDACTED]  
15 STONE ROAD  
ORANGE, MA 01364

Parcel Number: 251-45  
CAMA Number: 251-45  
Property Address: 21 STONE RD

Mailing Address: [REDACTED]  
21 STONE ROAD  
ORANGE, MA 01364

Parcel Number: 251-46  
CAMA Number: 251-46  
Property Address: 27 STONE RD

Mailing Address: [REDACTED]  
PO BOX 251  
ORANGE, MA 01364

Parcel Number: 251-50  
CAMA Number: 251-50  
Property Address: 38 STONE RD

Mailing Address: [REDACTED]  
39 JORDAN DRIVE  
ATHOL, MA 01331



www.cai-tech.com

11/24/2020

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 2



# 300 foot Abutters List Report

Orange, MA

November 24, 2020

Parcel Number: 251-51  
CAMA Number: 251-51  
Property Address: 32 STONE RD

Mailing Address: [REDACTED]  
62 WESTERN AVENUE  
ATHOL, MA 01331

Parcel Number: 251-52  
CAMA Number: 251-52  
Property Address: 26 STONE RD

Mailing Address: [REDACTED]  
26 STONE ROAD  
ORANGE, MA 01364

Parcel Number: 251-53  
CAMA Number: 251-53  
Property Address: 20 STONE RD

Mailing Address: [REDACTED]  
20 STONE ROAD  
ORANGE, MA 01364

Parcel Number: 251-54  
CAMA Number: 251-54  
Property Address: 10 STONE RD

Mailing Address: [REDACTED]  
10 STONE ROAD  
ORANGE, MA 01364

Parcel Number: 251-56  
CAMA Number: 251-56  
Property Address: 53 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
181 MAIN STREET  
ATHOL, MA 01331

Parcel Number: 251-57  
CAMA Number: 251-57  
Property Address: 67 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
67 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-58  
CAMA Number: 251-58  
Property Address: 71 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
71 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364

Parcel Number: 251-60  
CAMA Number: 251-60  
Property Address: 77 DANIEL SHAYS HWY

Mailing Address: [REDACTED]  
77 DANIEL SHAYS HIGHWAY  
ORANGE, MA 01364



www.cai-tech.com

11/24/2020

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Page 2 of 2

Abutters List Report - Orange, MA



## Abutters List Report

Date: November 25, 2020  
Parcel Number: 251--55  
Property Address: 47 Daniel Shays Highway  
Abutters To: 300 feet

The above Certified Abutters List is a true copy of the records in the Town of Orange Assessor's office for the last known names and addresses of owners of land located within the above stated range of the subject property.

Signed: Randi Bjorlin Date: 11/25/2020

Randi Bjorlin  
Assessor Clerk  
(978) 544-1100 x108

**Town of Orange**  
**Office of the Board of Assessors**  
6 Prospect St.  
Orange, Ma. 01364  
[www.townoforange.org](http://www.townoforange.org)



# 47 Daniel Shays Highway, Parcel ID 251--55

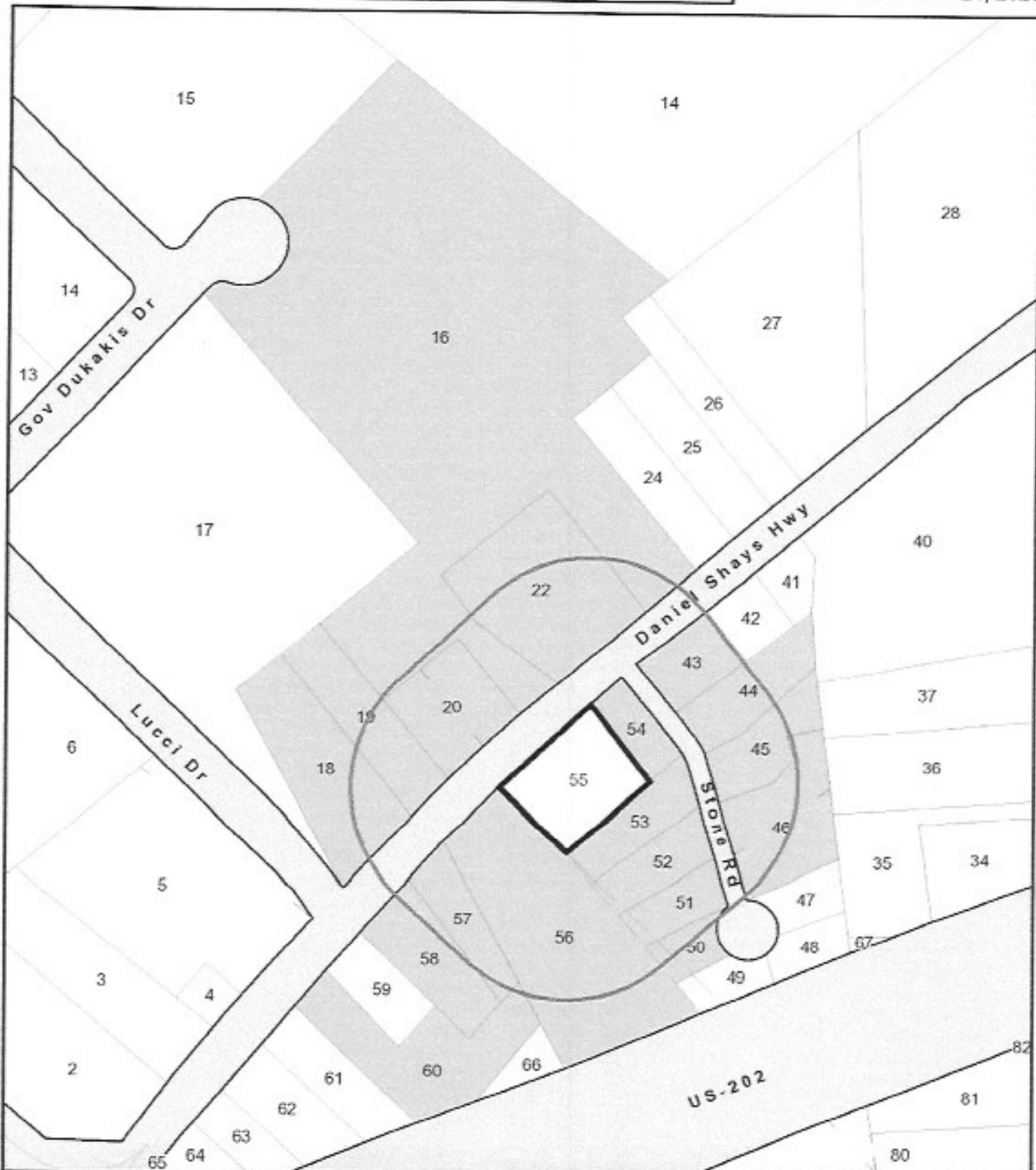
Orange, MA

1 inch = 277 Feet

**CAI** Technologies  
Precision Mapping. Geospatial Solutions.



November 24, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

## **MORNING DEW, LLC**

### **Information for the community outreach meeting**

- The proposed location of the Marijuana Establishment (ME) is 47 Daniel Shays Highway, Orange, MA. 01364 (The former Homestead Restaurant)
- The ME will be an indoor Cannabis Cultivation facility, with products sold to MA licensed establishments.
- According to the local zoning agent, Phil Harris, this ME is allowed by right under current zoning bylaws and does not require a special permit or a variance.
- The building will be new construction, classified as a metal manufacturing building, to be approximately 7,500 sq'. A permit will be required to construct the building through the planning board and will also be subject but not limited to permits and/or inspections from electrical, plumbing, building, fire department and the Cannabis Control Commission (CCC) of MA.
- The local licensing regulations follows the regulations of the CCC.
- The proposed location complies with the 500-foot buffer zone from existing public or private K-12 school buildings
- All entrances and limited access areas will be secured at all times, all product will be kept in a secure interior access only vault, and there will be 24/7 video security cameras covering all lighted interior and exterior entrances/controlled areas. The security system will be monitored by a professional security company as well as a secondary back up security company.
- Under any circumstances, a person under the age of 21 will not be allowed in the building. All visitors must show a photo ID upon entering and sign a log in book.
- There will be an odor control system installed. All mechanical rooms will be on the interior.
- Morning Dew will positively impact the community by creating approximately 15 full time positions and will donate to local organizations on an annual basis. The town of Orange will receive 3% of gross sales on an annual basis.

## MORNING DEW, LLC

### Plan to Remain Compliant with Local Zoning

The proposed physical address of Morning Dew, LLC is 47 Daniel Shays Highway, Orange, MA 01634. This property is located in ZONE B and is properly zoned pursuant to the Town of Orange Zoning Ordinance Section 2234 Business Uses. According to the local zoning agent, Phil Harris, this building is allowed by-right under current zoning bylaws and does not require a special permit or a variance, as the proposed new building will be less than 10,000 square feet. The company's site plan and building plans will require final approval by a local zoning agent prior to building. Morning Dew, LLC shall ensure compliance with existing Zoning Ordinances at all times, and shall remain in frequent contact with Town of Orange officials to remain up to date with local zoning ordinances, in an ongoing effort to remain fully compliant. Morning Dew will apply for any other local permits required to operate a marijuana establishment at the proposed location.

Morning Dew's proposed facility is not located within 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground. This 500-foot distance is measured in a straight line from the nearest point of the facility in question to the nearest point of the Morning Dew facility.

The Town of Orange requires a Host Community Agreement between itself and local licensees, which Morning Dew has fulfilled the requirements to obtain at time of writing, including announcing and conducting a Community Outreach Meeting. The Town of Orange has offered an HCA to the company Morning Dew, LLC. Regarding the regulation of licensed ME's within its geographic boundaries and jurisdictions, the Town of Orange, MA adheres to the Cannabis Control Commission's 935 CMR 500.000 Adult Use of Marijuana Codes, and MA GL c.94G *Regulation of the Use and Distribution of Marijuana Not Medically Prescribed*.

In addition to complying with those laws, the proposed marijuana microbusiness cultivation establishment shall also demonstrate compliance with any amendments to the local zoning or licensing requirements that may be set forth in the future in the Town of Orange's Zoning Ordinance relative to Adult Use Marijuana Establishments, as well as any local permitting that may become required to operate a marijuana establishment at Morning Dew's facility location in the future.

Morning Dew shall demonstrate compliance with the dimensional requirements set forth in Orange's Zoning Code, and also the implementation of an odor control plan that will provide for the proper and adequate ventilation of the facility in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing of marijuana or marijuana related products from being dispersed or released outside the facilities.

Morning Dew has convened meetings with various municipal officials and boards to discuss company plans for a proposed marijuana establishment and has worked cooperatively with those officials and boards, culminating in an offer of a Host Community Agreement from the Town of Orange. Morning Dew will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Morning Dew's marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. Morning Dew will also retain local counsel to assist with ongoing compliance with local zoning requirements.

12/20/2020

Gmail - Re: [Town of Orange MA] proposed location 47 Daniel Shays Highway (Sent by Lori Kaltner, lkaltnermorningdew@gmail.com)



Lori Kaltner <lkaltnermorningdew@gmail.com>

**Re: [Town of Orange MA] proposed location 47 Daniel Shays Highway (Sent by Lori Kaltner, lkaltnermorningdew@gmail.com)**

1 message

Alec Wade <awade@townoforange.org>  
To: Lori Kaltner <lkaltnermorningdew@gmail.com>

Fri, Dec 11, 2020 at 3:15 PM

Hi Lori,

I have cross referenced your address with our assessors software and have not found any K-12 schools within a 500 ft buffer of 47 Daniel Shays Highway.

Orange has no further bylaws governing cannabis-school buffers, simply defaulting to the states 500 ft buffer. Let me know if you have any other questions, otherwise I hope you have a great weekend!

Best regards,  
Alec

Get Outlook for iOS

**From:** Gabriele Voelker <gvoelker@townoforange.org>  
**Sent:** Thursday, December 10, 2020 2:37:00 PM  
**To:** Planning <planning@townoforange.org>; Alec Wade <awade@townoforange.org>  
**Subject:** DM: [Town of Orange MA] proposed location 47 Daniel Shays Highway (Sent by Lori Kaltner)

12/20/2020

Gmail - Re: [Town of Orange MA] by-right zoning (Sent by Lori Kaltner, lkaltnermorningdew@gmail.com)



Lori Kaltner <lkaltnermorningdew@gmail.com>

**Re: [Town of Orange MA] by-right zoning (Sent by Lori Kaltner, lkaltnermorningdew@gmail.com)**

2 messages

Phil Harris <pharris@townoforange.org>  
To: "lkaltnermorningdew@gmail.com" <lkaltnermorningdew@gmail.com>

Tue, Dec 1, 2020 at 9:28 AM

Hello Lori,

The property you are looking at is in zoning district B. The building you are considering is under 10,000 square feet which means you are allowed to do this by-right. I will still require a site plan review but not a special permit.

Thanks!

Phil

Town of Orange  
Building Inspector  
Phil Harris  
135 East Main St.  
Orange, MA 01364  
www.townoforange.org

## 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:

Morning Dew LLC

2. Name of applicant's authorized representative:

Lori A. Kaltner

3. Signature of applicant's authorized representative:

Lori A. Kaltner

4. Name of municipality:

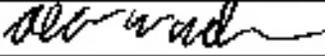
Town of Orange

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

Alexander Wade



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)*):

awadc@townoforange.org

8. Host community agreement execution date:

1/7/21

## Plan for Positive Impact

To contribute to the purpose of promoting and encouraging full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by cannabis prohibition and enforcement, and to positively impact those communities, Morning Dew, LLC will enact the following Plan for Positive Impact:

### 1. Goals

- I. Morning Dew aims to invest in reducing the barrier to entry in the commercial adult-use cannabis industry that is posed by the lack of access to technical training among past or present Residents of the Geographic Areas of Disproportionate Impact (ADI's) Greenfield, MA and Amherst, MA who have been defined by the Commission as having been disproportionately impacted by cannabis prohibition, by providing free technical training to at least three (3) individuals age 21+ each year who are past or present Residents of the ADI's Greenfield, MA or Amherst MA through a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff.
- II. Morning Dew aims to invest in reducing the barrier to entry in the commercial adult-use cannabis industry that is posed by the lack of access to mentoring from/networking with cannabis professionals among past or present Residents of the Geographic Areas of Disproportionate Impact (ADI's) Greenfield, MA and Amherst, MA who have been defined by the Commission as having been disproportionately impacted by cannabis prohibition, by providing free mentoring from and networking with cannabis professionals to at least three (3) individuals age 21+ each year who are past or present Residents of Greenfield, MA or Amherst, MA through a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff.
- III. Morning Dew aims to invest in reducing the barrier to entry in the commercial adult-use cannabis industry that is posed by the lack of access to work space & office amenities among past or present Residents of the Geographic Area of Disproportionate Impact (ADI) Holyoke, MA who have been defined by the Commission as having been disproportionately impacted by cannabis prohibition, by supporting the Holyoke-based charity Entrepreneurship for All (EforAll) with (2) \$1,000 biannual monetary charitable donations that are each estimated to cover the cost of operating the Spark CoWork work space & office amenities like WiFi and a copier/printer for a month, for an estimated capacity of 30 individuals to work and collaborate, so that they can more easily and efficiently discover commercial cannabis employment opportunities, draft and submit employment applications to commercial cannabis employers, and complete online training programs related to entering the adult-use cannabis industry, than they might otherwise be able to achieve without such access to work space and office amenities being provided. EforAll, Holyoke is an organization whose mission is to accelerate economic and social impact in communities nationwide through inclusive entrepreneurship. During the COVID pandemic, Spark CoWork workspaces & office amenities are temporarily closed. As such, Goal III of this Plan might not be achievable for Morning Dew during the COVID pandemic, but will be incorporated into the Morning Dew Plan for Positive Impact as soon as COVID restrictions permit. In the meantime, the biannual donations that would typically be allocated toward achieving Goal III will be temporarily reallocated to doubling the impact of Goal IV.
- IV. Morning Dew aims to invest in reducing the barrier to entry in the commercial adult-use cannabis industry that is posed by the lack of access to seed funding for commercial cannabis startup businesses among past or present Residents of the Geographic Area of Disproportionate Impact (ADI) Holyoke, MA who have been defined by the Commission as having been disproportionately impacted by cannabis prohibition, by supporting the ADI Holyoke-based charity EforAll with (2) \$1,000 biannual monetary charitable donations that will serve to (under non-COVID circumstances) provide 3 individuals each year with EforAll Pitch Contest cash prizes, in the amounts of \$1,000 for 1 individual and \$500 for 2 individuals, across any number of Pitch Contests per year, at the discretion of EforAll. EforAll, Holyoke is an organization whose mission is to accelerate economic and social impact in communities nationwide through inclusive entrepreneurship. Pitch Contest cash prizes are typically awarded several times throughout each year to aspiring entrepreneurs within the Holyoke community seeking to start their own businesses. Our plan predicates that backing this seed-funding program which is focused on investing in resident-entrepreneurs of the ADI Holyoke is an effective way to reduce the lack of seed funding barrier to entry faced by those residents who have cannabis startup ambitions. Note that during the COVID pandemic, EforAll Pitch Contest cash prizes will be awarded to just a single individual in the amount of \$1,500 per Pitch Contest event. Therefore, during the COVID pandemic, in consideration of these temporary changes plus the temporary reallocation of donations that would typically be designated for achieving Goal III, Morning Dew quarterly donations totaling \$4,000 per year will provide 2 individuals with \$1,500 cash prizes per year, plus  $\frac{2}{3}$  of a third individual's \$1,500 cash prize per year.

### 2. Programs

- I. Morning Dew shall provide free technical training to at least three (3) individuals age 21+ each year who are past or present Residents of the ADI's Greenfield, MA or Amherst, MA, through encouraging free enrollment for those groups in a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff. The Cultivation Skill-Builder 4-Week Incubator Program shall be offered twice per year, during the months of April and September, and will provide enrollees with a curriculum consisting of 1 learning module per week to be reviewed at home, plus 1 hour of in-person technical training per week to be completed with a Visitor's Badge at the Morning Dew facility under the strict supervision of Morning Dew management. The topics that shall be covered within the Incubator Program are as follows: Week 1 – Propagation Techniques; Week 2 – Transplanting Techniques; Week 3 – Pruning

Techniques; and Week 4 – Curing Techniques. At-home learning modules will provide an overview of the weekly topic. In-person technical trainings will consist of guided facility tours that allow Program enrollees to see firsthand how propagation, transplanting, pruning, and curing techniques are achieved at a commercial scale within a sterile & regulated facility. The technical training conferred through the Program, along with the receipt of a Certificate of Completion, will provide enrollees with increased knowledge, confidence, credentials, and an improved technical skillset related to cannabis cultivation that will reduce their barrier to entry to the cannabis industry as prospective ME employees. Morning Dew shall share registration information about its Cultivation Skill-Builder 4-Week Incubator Program opportunity via the local newspaper, the Greenfield Recorder and the Daily Hampshire Gazette, on a monthly basis for 3 months prior to the start of each 4-Week Program, as well as via the Commission’s online Equity Involvement Form according to the same schedule, in order to increase awareness about the program among the target groups of disproportionately impacted people - past or present Residents of Greenfield, MA or Amherst, MA - and invite them to enroll for free. Registration invitations will also be shared as permitted by law via social media platforms and customer email marketing lists, indicating that Greenfield and Amherst residents are encouraged to enroll for free.

- II. Morning Dew shall provide free mentoring from/networking with cannabis professionals to at least three (3) individuals age 21+ each year who are past or present Residents of the ADI’s Greenfield, MA or Amherst, MA, through encouraging free enrollment for those groups in a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff. The Cultivation Skill-Builder 4-Week Incubator Program shall be offered twice per year, during the months of April and September, and will provide enrollees with a curriculum consisting of 1 learning module per week to be reviewed at home, plus 1 hour of in-person technical training per week to be completed with a Visitor’s Badge at the Morning Dew facility under the strict supervision of Morning Dew management. The topics that shall be covered within the Incubator Program are as follows: Week 1 – Propagation Techniques; Week 2 – Transplanting Techniques; Week 3 – Pruning Techniques; and Week 4 – Curing Techniques. At-home learning modules will provide an overview of the weekly topic. In-person trainings will consist of guided facility tours that shall allow Program enrollees to gain insight and ask questions of company managers leading each tour. Participants will also have the opportunity to observe the conduct of cannabis professionals at work, and exchange contact information with Program organizers and tour guides, who will be available to answer questions, provide professional support, and make network connections even beyond the 4-Week timeline of the Program. The mentoring from cannabis professionals conferred through the Program, along with the receipt of a Certificate of Completion, will provide enrollees with increased knowledge, confidence, credentials, and an improved professional network related to cannabis cultivation that will reduce their barrier to entry to the cannabis industry as prospective ME employees. Morning Dew shall share registration information about its Cultivation Skill-Builder 4-Week Incubator Program opportunity via the local newspaper, the Greenfield Recorder and the Daily Hampshire Gazette, on a monthly basis for 3 months prior to the start of each 4-Week Program, as well as via the Commission’s online Equity Involvement Form according to the same schedule, in order to increase awareness about the program among the target group of disproportionately impacted people - past or present Residents of Greenfield, MA or Amherst, MA - and invite them to enroll for free. Registration invitations will also be shared as permitted by law via social media platforms and customer email marketing lists, indicating that Greenfield and Amherst residents are encouraged to enroll for free.
- III. Morning Dew shall partner with EforAll to equip residents of Holyoke, Mass. with the entrepreneurial ecosystem of support that they need to overcome the barriers they face to participate in the commercial adult-use cannabis industry. Morning Dew shall support the Holyoke-based charity Entrepreneurship for All (EforAll) with (2) \$1,000 biannual monetary charitable donations that are each estimated to cover the cost of operating the Spark CoWork work space & office amenities like WiFi and a copier/printer for a month, for an estimated capacity of 30 individuals to work and collaborate, so that they can more easily and efficiently discover commercial cannabis employment opportunities, draft and submit employment applications to commercial cannabis employers, and complete online training programs related to entering the adult-use cannabis industry, than they might otherwise be able to achieve without such access to work space and office amenities being provided. EforAll, Holyoke is an organization whose mission is to accelerate economic and social impact in communities nationwide through inclusive entrepreneurship. During the COVID pandemic, Spark CoWork workspaces & office amenities are temporarily closed. In the meantime, the biannual donations that would typically comprise Program III will be temporarily reallocated to doubling the capacity of Program IV.
- IV. Morning Dew shall support the ADI Holyoke-based charity EforAll with (2) \$1,000 biannual monetary charitable donations that will serve to (under non-COVID circumstances) provide 3 individuals each year with EforAll Pitch Contest cash prizes, in the amounts of \$1,000 for 1 individual and \$500 for 2 individuals, across any number of Pitch Contests per year, at the discretion of EforAll. EforAll, Holyoke is an organization whose mission is to accelerate economic and social impact in communities nationwide through inclusive entrepreneurship. Pitch Contest cash prizes are typically awarded several times throughout each year to aspiring entrepreneurs within the Holyoke community seeking to start their own businesses. Our plan predicates that backing this seed-funding program which is focused on investing in resident-entrepreneurs of the ADI Holyoke is an effective way to reduce the lack of seed funding barrier to entry faced by those residents who have cannabis startup ambitions. Morning Dew will leverage a 1-month long social media campaign leading up to each Pitch Contest to encourage aspiring cannabis entrepreneurs who are Holyoke residents age 21+ to participate in the EforAll Pitch Contests. Note that during the COVID pandemic, EforAll Pitch Contest cash prizes will be awarded to just a single individual in the amount of \$1,500 per Pitch Contest event. Therefore, during the COVID pandemic, in consideration of these temporary changes, plus the temporary reallocation of donations that would typically comprise Program III, Morning Dew quarterly donations totaling \$4,000 per year will provide 2 individuals with \$1,500 cash prizes per year, plus  $\frac{2}{3}$  of a third individual’s \$1,500 cash prize per year.

### 3. Measurements

- I. To ensure the success of Goal I/Program I - to reduce the barrier to entry in the commercial adult-use cannabis industry posed by the lack of access to technical training among past or present Residents of the ADI's Greenfield, MA and Amherst, MA by providing free technical training to at least three (3) individuals age 21+ each year who are past or present Residents of Greenfield, MA or Amherst, MA, through a Cultivation Skill-BUILDER 4-Week Incubator Program run by Morning Dew staff - the company will, on an annual basis, measure and report through compliant recordkeeping the enrollment records and number of Skill-BUILDER Program participants who complete the program, to confirm that at least 3 past or present Greenfield or Amherst residents per year are provided, by way of the Incubator Program, with free access to the 4-week curriculum of industry-specific technical training, developed by experts in commercial cannabis cultivation. Frequency and subject matter of Program offerings will be logged through compliant recordkeeping to verify successful execution of the Program as outlined. Morning Dew shall also follow up with program participants 6 months after the culmination of each Program to assess whether the Program was effective in assisting participants to secure a job in the industry.  
To ensure the success of Morning Dew's efforts to increase awareness about its Cultivation Skill-BUILDER Mentorship Program opportunity among past and present residents of Greenfield, MA and Amherst, MA, Morning Dew will measure and report the number of times each year that it shares information about Program registration via the Greenfield Recorder and the Daily Hampshire Gazette, via the Commission's online Equity Involvement Form, and via social media and email lists, by keeping records of Form and newspaper announcement submissions and digital/online correspondence, to confirm that its Program registration information is being affirmatively shared with past/present Greenfield and Amherst residents according to the scheduling outlined under *Program I*: monthly for 3 months prior to the start of each program.
- II. To ensure the success of Goal II/Program II - to reduce the barrier to entry in the commercial adult-use cannabis industry posed by the lack of access to mentoring from/networking with cannabis professionals among past or present Residents of the ADI's Greenfield, MA and Amherst, MA by providing free mentoring from cannabis professionals to at least three (3) individuals age 21+ each year who are past or present Residents of Greenfield or Amherst, through a Cultivation Skill-BUILDER 4-Week Incubator Program run by Morning Dew staff - the company will, on an annual basis, measure and report through compliant recordkeeping the enrollment records and number of Skill-BUILDER Program participants who complete the program, to confirm that at least 3 past or present Greenfield, MA or Amherst, MA residents per year are provided, by way of the Incubator Program, with free access to mentoring from cannabis professionals who will be available to support participants even beyond the timeline of the 4-Week curriculum. Frequency and subject matter of Program offerings, including post-Program networking communications, will be logged through compliant recordkeeping to verify successful execution of the Program as outlined. Morning Dew shall also follow up with program participants 6 months after the culmination of each Program to assess whether the Program was effective in assisting participants to secure a job in the industry.  
To ensure the success of Morning Dew's efforts to increase awareness about its Cultivation Skill-BUILDER Mentorship Program opportunity among past and present residents of Greenfield, MA and Amherst, MA, Morning Dew will measure and report the number of times each year that it shares information about Program registration via the Greenfield Recorder and the Daily Hampshire Gazette, via the Commission's online Equity Involvement Form, and via social media and email lists, by keeping records of Form and newspaper announcement submissions and digital/online correspondence, to confirm that its Program registration information is being affirmatively shared with past/present Greenfield and Amherst residents according to the scheduling outlined under *Program II*: monthly for 3 months prior to the start of each program.
- III. To ensure the success of Goal III/Program III – to reduce the barrier to entry in the commercial adult-use cannabis industry posed by the lack of access to work space & office amenities among past or present Residents of the ADI Holyoke, MA by supporting EforAll in Holyoke through monetary donations – Morning Dew will document and report through compliant recordkeeping and retention of financial records the number of times each year that it makes monetary donations to EforAll Holyoke, to confirm that it's fulfilling its commitment to supporting that organization with the contribution amounts and schedules outlined under *Program III*: (2) biannual \$1,000 donations under non-COVID circumstances.  
To ensure the success of Goal IV/Program IV – to reduce the barrier to entry in the commercial adult-use cannabis industry posed by the lack of access to seed funding for commercial cannabis startup businesses among past or present Residents of the ADI Holyoke, MA by supporting EforAll in Holyoke through monetary donations – Morning Dew will document and report through compliant recordkeeping and retention of financial records the number of times each year that it makes monetary donations to EforAll Holyoke, to confirm that it's fulfilling its commitment to supporting that organization with the contribution amounts and schedules outlined under *Program IV*: (2) biannual \$1,000 donations, or (4) quarterly \$1,000 donations during COVID. The company shall also, through compliant recordkeeping, record proof of each 1-month long social media campaign promoting EforAll Pitch Contest participation among Holyoke, MA residents age 21+ with cannabis startup ambitions, to confirm that such individuals are being affirmatively encouraged to participate.
- IV. In preparation for demonstrating Positive Impact Plan success upon license renewal, Morning Dew shall institute a process to evaluate the company's Diversity Plan progress quarterly.

**In addition to its Goals, Programs, and Measurements, the Morning Dew Positive Impact Plan affirms:**

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



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

William Francis Galvin  
Secretary of the  
Commonwealth

December 7, 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

**MORNING DEW, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 13, 2020.**

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

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

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

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

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

*William Francis Galvin*  
Secretary of the Commonwealth



Processed By:TAA



William Francis Galvin  
Secretary of the  
Commonwealth

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

November 18, 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

**MORNING DEW, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 13, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **LORI KALTNER, PATRICK A KALTNER, VICTORIA L KALTNER, ZACHARY M PEELE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LORI KALTNER, PATRICK A KALTNER, VICTORIA L KALTNER, LORI A KALTNER KALTNER, PATRICK KALTNER, ZACHARY M PEELE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PATRICK A KALTNER, LORI A KALTNER, LORI KALTNER**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



Secretary of the Commonwealth



Processed By:BOD



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001470271The date of filing of the original certificate of organization: 11/13/20201.a. Exact name of the limited liability company: MORNING DEW, LLC1.b. The exact name of the limited liability company as amended, is: MORNING DEW, LLC

2a. Location of its principal office:

No. and Street: 375 PINEDALE ROAD  
 City or Town: ATHOL State: MA Zip: 01331 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LORI KALTNER  
 No. and Street: 375 PINEDALE ROAD  
 City or Town: ATHOL State: MA Zip: 01331 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
MANAGER	LORI KALTNER	375 PINEDALE ROAD ATHOL, MA 01331 USA

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

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

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

Title	Individual Name	Address (no PO Box)

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

**9. Additional matters:**

**10. State the amendments to the certificate:**

5. NAME AND ADDRESS OF THE RESIDENT AGENT: LORI KALTNER 375 PINEDALE ROAD ATHOL, MA. 01331 6. THE NAME AND BUSINESS ADDRESS OF EACH MANAGER, IF ANY: LORI KALTNER 375 PINEDALE ROAD ATHOL, MA. 01331 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.NONE 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:NONE

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of December, 2020,  
LORI KALTNER , Signature of Authorized Signatory.**



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: (number will be assigned)

1. The exact name of the limited liability company is: Morning Dew, LLC

2a. Location of its principal office:

No. and Street:

375 PINEDALE ROAD

City or Town:

ATHOLState: MAZip: 01331Country: USA

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

No. and Street:

375 PINEDALE ROAD

City or Town:

ATHOLState: MAZip: 01331Country: USA

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

TO SEEK A LICENSE FROM THE CANNABIS CONTROL COMMISSION TO OPERATE A MICRO BUSINESS AS DEFINED IN 935 CMR 500, TIER I MARIJUANA CULTIVATOR AND/OR MARIJUANA PRODUCT MANUFACTURER

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:

Lori Kaltner

No. and Street:

375 PINEDALE ROAD

City or Town:

ATHOLState: MAZip: 01331Country: USA

I, Lori Kaltner 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:

Name	Address (no PO Box) Address, City or Town, State, Zip Code
Lori Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 USA
Patrick A Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 USA
Victoria L Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 USA
Zachary M Peele	375 PINEDALE ROAD ATHOL, MA 01331 USA

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

Name	Address (no PO Box) Address, City or Town, State, Zip Code
Lori A Kaltner Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 USA
Patrick Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 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:

Name	Address (no PO Box) Address, City or Town, State, Zip Code
Patrick A Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 USA
Lori A Kaltner	375 PINEDALE ROAD ATHOL, MA 01331 USA
Lori Kaltner	375 PINEDALE ROAD

9. Additional matters:

**Filer's Contact Information**

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: Lori Kaltner

Business Name: Morning Dew

No. and Street: 375 PINEDALE ROAD

City or Town: ATHOL

State: MA

Zip: 01331

Country: USA

Contact Phone: (978) 501-7134 ext:

Contact Email: lkaltnermorningdew@gmail.com

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of November, 2020,**

Lori Kaltner

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

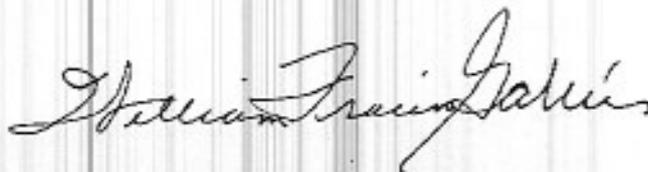
Make Corrections

Accept

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:

December 03, 2020 02:07 PM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MORNING DEW, LLC  
375 PINEDALE RD  
ATHOL MA 01331-9664

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

The Commissioner of Revenue certifies that, as of the date of this certificate, MORNING DEW, 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account.

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



Morning Dew, LLC  
375 Pinedale Road  
Athol, MA. 01331

## Letter of Attestation

December 20, 2020

I hereby attest that Morning Dew, LLC does not have any employees, and has not had any employees since the initial LLC was formed on November 13, 2020. This attestation is in lieu of the certification of good standing from the Department of Unemployment and Assistance.

I declare that the above statement is true and accurate to the best of my knowledge.

Signed,

A handwritten signature in cursive script that reads "Lori A. Kaltner".

Lori A. Kaltner  
Owner, Morning Dew, LLC

---

**MORNING DEW LLC**  
**Operating Agreement**

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THIS OPERATING AGREEMENT, dated this 23rd day of December 2020, is entered into by and among MORNING DEW LLC and the Member-Manager of the same, named in Schedule A, hereto.

WHEREAS, MORNING DEW LLC (hereinafter "the LLC") has been formed as a limited liability company under the Massachusetts Limited Liability Company Act by the filing of a Certificate of Organization in the Office of the Secretary of State for the Commonwealth of Massachusetts; and

WHEREAS, the LLC and its Member-Manager wish to set forth their respective rights, obligations, and duties with respect to the LLC and its business, management, and operations;

NOW THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I            DEFINITIONS**

As used herein, the following capitalized terms shall have the following respective meanings:

"Act" shall refer to the Massachusetts Limited Liability Company Act;

"Agreement" shall refer to this Operating Agreement as it may be amended, supplemented, modified, or restated from time to time;

"Capital Account Ledger" shall mean a separate accounting for each Member, which shall reflect (i) As a credit, cash the Member contributed to the LLC, the fair market value of any other property the Member contributed to the LLC, and the Member's share of Net Profits of the LLC; and (ii) As a debit, any cash distributions the LLC made to the Member, the fair market value of any other property the LLC distributed to the Member, and the Member's share of the Net Losses of the LLC. If any interest in the LLC is transferred per the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

"Certificate" shall refer to the Certificate of Organization the LLC filed with the Secretary of State;

"Distribution" shall refer to any allocation of the LLC's profits to a Member of the LLC;

"I.R.C." shall refer to the Internal Revenue Code currently in existence and as may be amended.

"Manager" shall refer to any person named as a Manager in this Agreement and any person who becomes an additional, substitute, or replacement Manager as permitted by this Agreement, in each such person's capacity as and for the period during which such person serves as a Manager;

"Member" shall refer to any person named as a Member in this Agreement as well as any person who becomes an additional, substitute, or replacement Member as permitted by this Agreement, in each such person's capacity as and for the period during which such person is a Member;

"Member-Manager" shall refer to any person who is both a Member and a Manager of the LLC;

"Net Profits" and "Net Losses" shall refer to the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. §803(a).

"Percentage Interest" shall refer to the percentage interest of a Member set forth in Schedule A hereto, as may be amended from time to time as provided for in this Agreement;

"Physical or Electronic Record Address" shall refer to the home/business or email address of a Member, Manager, or Member-Manager, as stated in Schedule A;

"Secretary of State" shall refer to the Office of the Secretary of State for the Commonwealth;

"Transfer" and any grammatical variation thereto shall refer to any sale, assignment, exchange, issuance, redemption, assignment, distribution, encumbrance, gift, pledge, transfer, withdrawal, disposition, or alienation of any kind as to any interest as a Member.

"Written Consent" shall refer to approval that is provided by mailing to the recipient's Physical or Electronic Record Address.

"Written Notice" shall refer to notice that is provided by mailing to the recipient's Physical or Electronic Record Address.

All other words shall be given their plain and ordinary meaning, considering the context and purpose of this Agreement.

## **ARTICLE II            GENERAL PROVISIONS**

(1) *Name, Location, Etc. of the LLC:* The name, management, office location, registered agent, and purpose of the LLC are set forth in the Certificate, and may be changed from time to time in accord with this Agreement and governing law.

(2) *Powers of the LLC:* Subject to the provisions of this Agreement, the LLC is authorized to: (a) enter into, execute, modify, amend, supplement, deliver, perform, and carry out contracts of any kind, including other operating agreements and contracts establishing business arrangements necessary to, incidental to, or in connection with accomplishing the purposes of the LLC; (b) borrow money and issue evidence of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens on the LLC's property; (c) pay all expenses, debts, and obligations of the LLC to the extent that the LLC's funds are available therefor; (d) enter into or engage in any kind of activity necessary to, incidental to, or in connection with accomplishing the purposes of the LLC, so long as said activities may be lawfully performed by an LLC under the laws of the Commonwealth of Massachusetts; and (e) take any other action that is not prohibited by the Act, other applicable law, or the spirit or letter of this Agreement.

(3) *Members as Managers:* At present, the LLC has a sole Manager who is also the sole Member, though the LLC may have additional Managers and additional Members. All Managers must be Members but not all Members need to be Managers.

(4) *Fiscal Year:* The LLC's fiscal year shall begin on January 1st of every year, and shall end on December 31st of the same year unless I.R.C. § 706 requires a different taxable year, in which case the fiscal year shall be the same as the taxable year, provided however that the last fiscal year of the LLC shall end on the date the LLC liquidates, if applicable.

(5) *Liabilities of the LLC:* Except as expressly provided for herein, the debts, obligations, and/or liabilities of the LLC, whether in contract, tort, or otherwise, shall solely be the debts, obligations, and liabilities of the LLC, entirely separate from its Members and Member-Managers who shall not be liable for the LLC's debts, obligations, and/or liabilities.

(6) *Limited Liability to the LLC:* Except as provided for herein, no Member or Member-Manager of the LLC shall be personally liable to the LLC, whether directly, indirectly, or via indemnification, contribution, assessment, or otherwise, for any contract, tort, or other debts, obligations, and/or liabilities of the LLC by reason of being or serving as a Member or Member-Manager, except that (a) a Member who receives a wrongful distribution (*e.g.* one made in violation of this Agreement) shall be personally liable to the LLC to repay the LLC for that portion of the distribution exceeding the amount that would have been distributed without violating this Agreement; (b) a Member or Member-Manager who fails to make an express, written, agreed-upon contribution to the LLC shall be personally liable to the LLC for the amount of said contribution; (c) a Member-Manager who engages in willful, grossly negligent, or intentionally tortious conduct may be liable for the LLC's losses that were proximately caused by said conduct; and (d) a Member-Manager who knowingly or willfully engages in conduct that expressly violates this Agreement may be liable for the LLC's losses proximately caused by said conduct.

(7) *Limited Liability to Other Members or Member-Managers:* Except as provided for herein, no Member or Member-Manager of the LLC shall be personally liable to any other Member or Member-Manager of the LLC, whether directly, indirectly, or via indemnification, contribution, assessment, or otherwise, for any contract, tort, or other debts, obligations, and/or liabilities of other Members or Member-Managers, except that (a) a Member-Manager who engages in willful, grossly negligent, or intentionally tortious conduct may be liable to other Members for their losses that were proximately caused by said conduct; and (b) a Member-Manager who knowingly or willfully engages in conduct that expressly violates this Agreement may be liable to other Members for their losses proximately caused by said conduct.

(8) *Indemnification:* The LLC shall indemnify a Member-Manager from and for all losses, judgments, liabilities, legal fees, expenses, and amounts paid in settlement of any claims sustained by her/him with respect to actions s/he took on behalf of the LLC, but only to the extent of the LLC's assets; and no Member or Member-Manager shall have any personal liability to indemnify any Member-Manager. However, no Member-Manager shall be indemnified by the LLC if the conduct at issue constitutes willful, grossly negligent, or intentionally tortious conduct or they knowingly or willfully engaged in conduct that expressly violates this Agreement. In the event that the LLC indemnifies a Member-Manager who should not have been indemnified hereunder, said Member-Manager shall be personally liable to the LLC for the full amount expended pursuant to the ultimately improper indemnification, including fees, costs, and statutory interest.

(9) *No Mandatory Contributions:* No Member or Member-Manager shall be obligated to make any capital contributions or loans to the LLC or otherwise supply or make available any personal or separate funds to the LLC, even if the failure to do so would result in the default of any of the LLC's obligations or the loss or termination of any or all of the LLC's assets or business.

### **ARTICLE III                    MANAGEMENT AND DECISION-MAKING**

(1) The LLC shall have one Manager who is also a Member. In the event that the LLC and the Member-Manager decides additional Managers are appropriate (for example, a Horticultural Manager, Security Manager, Inventory Manager, etc.), then this Operating Agreement shall be amended to account for and detail the same.

(2) Subject to the narrow exceptions immediately below, the LLC's Member-Manager, as named in Schedule A hereto, shall have complete power and authority to manage and operate the LLC, to make all decisions affecting its operations, to execute documents on behalf of the LLC, to exercise all powers and authority that the Act grants to Managers, to perform any other act that the Member-Manager reasonably deems necessary, convenient, or desirable for the LLC's purposes or the conduct of its business, and to otherwise manage the company's affairs.

(3) Notwithstanding the foregoing, if the LLC's Member-Manager wishes to enter into a direct contract or transaction with the LLC on her/his own behalf and for her/his own benefit, or wishes to sell, transfer, or encumber all or substantially all of the LLC's assets, in those instances, the majority of the LLC's disinterested Members, if any, shall agree to the same after having been provided the relevant information needed to evaluate such a course of conduct.

(4) In all other respects, the named Member-Manager may carry out her/his managerial obligations unhindered, so long as long as the Member-Manager reasonably believes that her/his managerial actions are in the best interests of the LLC and/or its Member/s.

#### **ARTICLE IV MEETINGS**

(1) *Bi-Annual Meetings:* On the second Monday of January and June of each calendar year, or if that date falls on a legal holiday then the Tuesday immediately thereafter, the Member-Manager shall hold a meeting for the purpose of reviewing any and all relevant property and business aspects and conditions of the LLC, consider any and all matters relevant to the same, determine the feasibility and amount of any distributions, and make other decisions reasonably necessary for the ongoing functioning of the LLC.

(2) *Special Meetings:* Any Member-Manager may call a Special Meeting in the event that s/he reasonably believes that there is a time-sensitive matter that should not, in the best interests of the LLC, wait until the next bi-annual meeting. Written Notice and a written agenda detailing the matter/s to be discussed at the Special Meeting shall be delivered to the Physical or Electronic Address of each other Member-Manager, if any, at least seventy-two hours in advance of said Special Meeting. Said Special Meeting may occur in-person, by video conference, or by teleconference depending on the scheduling needs of the Member-Managers, and the person calling said Special Meeting shall be responsible to take minutes of the same and place and keep them at the office of the LLC, available to all Members and Member-Managers for review.

(3) *Emergency Meetings:* Any Member-Manager may call an Emergency Meeting if s/he reasonably believes that there is an emergent matter that the best interests of the LLC require be addressed immediately. Written Notice and a written agenda detailing the matter/s to be discussed at the Emergency Meeting shall be delivered to the Physical or Electronic Address of each other Member-Manager, if any, at least twenty-four hours in advance of said Emergency Meeting. Said Emergency Meeting may occur in-person, by video conference, or by teleconference depending on the scheduling needs of the Member-Managers, and the person calling the Emergency Meeting shall be responsible to take minutes of the same and place and keep them in at the office of the LLC, available to all Members and Member-Managers for review.

#### **ARTICLE V RECORDS**

(1) *General Record Keeping and Availability:* The Member-Manager shall keep and maintain at the LLC's office complete and accurate books and records of the LLC in accord with federal income tax principles and generally accepted accounting principles consistently applied, and such

books and records shall be maintained by the Manager and available at the office of the LLC for examination and copying by any Member, Member-Manager, and/or any duly authorized representative upon reasonable written request and during ordinary business hours.

(2) *Records to Be Kept:* Records that shall be kept and maintained in accord with the above subparagraph include a current listing of the full name and last known address of each Member and Member-Manager, a copy of this Agreement, any amendments and Schedules thereto, the Certificate including all amendments thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate, or any certificate of amendment, has been executed, copies of the LLC's financial statements, and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years.

#### **ARTICLE VI BANK ACCOUNTS**

(1) The Member-Manager shall have the authority to open bank accounts in the name of the LLC, so long as the financial institution is a member of the F.D.I.C., said account is used for depositing receipts of the LLC, funds in said account are used to pay the expenditures incurred in connection with the LLC's business, the funds in the bank belong to the LLC, said funds are received, held, used, and disbursed for the purposes and in compliance with the provisions of this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to or borrowed by the LLC, and no other funds shall be commingled with LLC funds.

(2) The Member-Manager may make deposits, withdraw funds, transfer funds, prepare and send checks, make debits, and have signatory power over each of the LLC's financial accounts, so long as such transactions are (a) for the purposes and within the limitations set forth in this Agreement; and (b) are reasonably necessary for conducting the LLC's business.

#### **ARTICLE VII TRANSFERS OF INTEREST**

(1) Except as is provided elsewhere in this Agreement, no Member may Transfer, assign, or otherwise alienate all or part of her or his interest in the LLC to any person who is not already a Member unless (a) All other Members and Member-Managers are offered the right of first refusal and decline; and (b) All other Members and Member-Managers provide Written Consent to said Transfer, the granting or denying of which shall be in said Member or Member-Manager's discretion unless there is a contractual obligation that mandates the Transfer and by implication Written Consent; and (c) In the event of such Written Consent, the Transferee pays to the LLC all costs and expenses incurred in connection with such Transfer, including without limitation costs and fees incurred in the review and processing of the Transfer and in amending any Certificate, Operating Agreement, or other document that reasonably requires review and/or modification due to the Transfer. The Transferor and/or the LLC may voluntarily contribute to these expenses as a matter of goodwill.

(2) If a Member or Member-Manager dies, a distribution to his/her heir or beneficiary shall not be considered a "Transfer" under this Article, even if it results in an increase of a Member or Member-Manager's percentage interest.

(3) Determining the value of a Member's or Member-Manager's interest shall be in accord with the applicable provisions below regarding Withdrawal.

(4) Any Transfer undertaken in contravention of any provision of this Agreement shall be null, void, and ineffective to transfer any interest in the LLC, and shall not bind or be recognized or be on the books of the LLC, and any transferee/assignee shall not be deemed or treated as a Member for any purpose. In the event any Member Transfers all or part of an interest in the LLC in contravention of any provision of this Agreement, each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction; and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law, it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

#### **ARTICLE VIII FUNDING THE LLC**

(1) *Accountings:* The LLC shall establish, maintain, and keep updated a separate Capital Account Ledger for each Member, which shall be placed and kept in a Capital Account Binder at the office of the LLC, available to any and all Members and Managers for review.

(2) *Further Financing:* If the Member-Manager agrees from time to time that the LLC requires further financing to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this Agreement in excess of the amounts generated by the LLC's operations and those specified in Schedule A, the Member-Manager may voluntarily (a) arrange for the LLC to borrow funds from a third-party lender on terms and conditions acceptable to the LLC, so long as the LLC's decision to borrow funds comports with the provisions of this Agreement, and the loan to the LLC is evidenced by a written promissory note; (b) allow a Member or Member-Manager to make a voluntary loan to the LLC on terms and conditions acceptable to the LLC, so long as the LLC's decision to borrow funds comports with the provisions of this Agreement, the loan is evidenced by a written promissory note, it carries an interest rate of six percent (6%) per annum, it is to be repaid out of the first funds available therefor after payment of the LLC's expenses to third-parties and in any event prior to any distribution to Members or Member-Managers, it becomes due and payable in full not more than five (5) years after the date said loan is made, and it does not change the lending Member's Percentage Interest in the LLC; or (c) ask Members make a voluntary additional capital contribution to the LLC, so long the LLC's decision to obtain an additional capital contribution comports with this Agreement, said contribution is borne equally by all Members, and said additional capital contribution does not change any Members' Percentage Interest in the LLC.

#### **ARTICLE IX DISTRIBUTIONS TO MEMBERS**

(1) *Bi-Annual Distributions:* At each Bi-Annual Meeting, the Member-Manager shall determine if the LLC is in a financial position to make a cash distribution to Members in a specific amount and in proportion to the Member-Manager's and Members' Percentage Interest. In that event, the LLC may make said distributions on terms acceptable to the Member-Manager. Said bi-annual distributions are not mandatory, but instead are in the Member-Manager's sole election and discretion based on the LLC's best interests which includes as a meaningful component honoring the Member's financial interests in the company.

(2) *Further Distributions:* From time to time the Member-Manager may determine that the LLC is in a financial position to make further distributions to Members in a specific amount and in proportion to the Members' Percentage Interest. In that event, the LLC may make said distributions on terms acceptable to the Member-Manager. These distributions are not mandatory, but instead are in the Member-Manager's sole election and discretion, based on the LLC's best interests, including honoring the Member's financial interests in the LLC.

(3) *Expense Reimbursement:* Should a Member-Manager incur any modest and reasonably required out-of-pocket expenses in carrying out their responsibilities to the LLC and/or Managing the LLC's business affairs, the Member-Manager shall be entitled to reimbursement by the LLC so long as s/he timely provides documentation of said expenses.

(4) *No Loans from LLC to Member-Manager:* The LLC shall not lend or gift to any of its Members or Member-Managers any funds for any purpose not set forth herein.

(5) *Management Compensation:* The LLC may pay a Member-Manager a reasonable salary for managing the LLC, serving as its CEO/CFO, or otherwise holding a management position.

## **ARTICLE X WITHDRAWAL OR RESIGNATION OF A MEMBER**

(1) A Member or Member-Manager may resign or withdraw, but if that Member is the sole Manager, then another Member must assume the sole Manager position.

(2) *Notice of Resignation:* Except as provided for herein, a Member or Member-Manager who wishes to withdraw or resign shall give Written Notice stating such a wish to all other Members and Member-Managers at their Physical or Electronic Record Addresses, and shall call a Special Meeting to discuss and resolve the logistics of the same, which shall occur in accord with the Special Meeting provisions above.

(3) *Recoupment of Capital Account:* A resigning/withdrawing Member shall be entitled to recoupment of any monies accurately reflected in the updated Capital Account Ledger.

(4) *Logistics of Determining Member's Proportional Interest:* To the extent it does not duplicate monies reflected in the Capital Account Ledger, a resigning Member shall be entitled to the proportional share of their interest in the LLC. This may be determined by mutual agreement of all Members and Member-Managers. If they cannot agree informally on the value of said proportional share, they shall promptly nominate a mutually agreed upon, independent, third-party appraiser to make that valuation determination, the fee for which shall be paid by the withdrawing or resigning Member or Member-Manager. The appraiser shall conduct the appraisal within forty-five (45) days after the date of the Special Meeting called for above, and the valuation date shall be the date of the appraisal.

(5) *Calculating Proportional Interest:* (a) The appraiser shall first calculate the fair market value of all of the LLC's tangible and intangible assets, including without limitation funds in any bank account of any kind, accounts due and payable upon the valuation date, monies that will become due in the next sixty (60) days for services that the LLC rendered to Clients prior to the valuation date regardless of whether the Client has been formally billed, monies due or to become due during the sixty (60) days after the valuation date from any other source so long as the event or act for which the LLC is to be paid occurred prior to the valuation date, the value of all tangible assets owned by the LLC, a reasonable value for goodwill accrued by the LLC, if any, etc. (b) The appraiser shall then calculate the fair market value of all of the LLC's liabilities, including without limitation all monies that are due and payable by the LLC as of the valuation date, the total debt owed by the LLC on any asset that the appraiser included in the asset calculation above, for debts that are not specifically connected to an asset and require the LLC to make installment payments (for example, unsecured bank loans) the monies that are due and payable within ninety (90) days after the valuation, monies that will become due to any employee or independent contractor during the sixty (60) days after the valuation date, so long as the event or act for which the LLC is to pay occurred prior to the valuation date, all accounts payable to the extent not otherwise addressed herein, etc. (c) The appraiser shall then subtract the LLC's total liabilities from its total

assets to ascertain the fair market value of the LLC, and shall then calculate the proportion that represents the Member's Proportional Interest in the LLC's fair market value. (d) The appraiser shall, in his/her professional judgment, have discretion to determine whether and to what extent to include a given asset or liability, but shall use this Paragraph as a firm but non-exclusive guide.

(6) *Dissatisfaction with Calculation:* In the event that a Member or Member-Manager reasonably and in good faith believes that the appraiser made a concrete error in her/his calculation/s, improperly considered or declined to consider an asset or liability, or acted with undue influence, pressure, prejudice, bias, or any other improper motive or intent, then the dissatisfied Member may, within twenty (20) calendar days of receiving the appraisal, provide Written Notice to all other Members and Member-Managers of the dissatisfaction, and call a Special Meeting to discuss the same. If an agreement is not reached during the Special Meeting, the dissatisfied Member must either (a) accept the appraisal as the final determination of the fair market value of her/his proportional share of the LLC; or (b) retain at her/his expense two additional appraisers, one of whom shall be selected by the dissatisfied Member/Member-Manager, and the other of whom shall be selected by the majority of the remaining Members/Member-Managers. Said re-appraisals shall be conducted within forty-five (45) days of the Special Meeting, and shall be performed in accord with the Paragraph above, using the same valuation date used in the original appraisal. The mean of the three appraisals shall be the final determination of the fair market value of the resigning Member's interest in the LLC.

(7) *Disbursement to Resigning Member:* The LLC shall distribute to the resigning Member all funds due under this Article as follows: (a) The funds due per the updated Capital Account Ledger shall be paid by the LLC to the resigning Member within thirty (30) days of the Special Meeting called for in Subparagraph (1) of this Article; (b) One-third of the proportional share of the fair market value shall be paid to the resigning Member within sixty (60) days of the final determination of the same, whether said determination is via the first appraisal only, or the mean of the three appraisals as the case may be (hereinafter "First Share Payment"); (c) One-third of the proportional share shall be paid within ninety (90) days of the First Share Payment; and (d) One-third of the proportional share shall be paid within one hundred twenty (120) days of the First Share Payment. Absent default, no interest shall be due on said payments. Upon written notice to all Members, the Member-Manager may set a different payment schedule if the needs of the LLC require the same, but in no event may the extend the payment period/s more than one year past the dates set forth in this paragraph.

(8) *Death of a Member-Manager:* In the event of the death of a Member-Manager, said Member's-Manager's financial interest in the LLC shall be distributed to the beneficiary/ies named in the Member-Manager's Will or other estate planning documents, or if intestate to her heir/s; and the management duties shall fall upon Victoria Kaltner, Patrick Kaltner, and Zachary Pelee to the extent they accept said management responsibilities and such acceptance does not violate this Operating Agreement, licensure requirements, or other regulations governing the business of the LLC.

(9) Calculating the fair market value of the decedent's interest in the LLC shall be undertaken in the same manner as is provided for earlier in this Article. The fact that another person may hold a financial interest in the LLC due to the death shall not be interpreted to mean that said person is a Member, Manager, or Member-Manager of the LLC, but instead s/he shall simply receive the decedent's proportional share of the fair market value as stated herein.

(10) *Insanity or Incapacity of Member/Manager:* In the event that a Member-Manager suffers an injury, incapacity, or disability that renders her/him unable to perform her/his roles as a

Member-Manager of the LLC, then the remaining Member-Managers and/or a qualified and appointed attorney-in-fact may continue to operate the LLC without the participation of the disabled Member-Manager during the period of said disability and may take actions without his/her approval even if such approval is otherwise required by this Agreement, so long as said actions are reasonably believed to be in the LLC's best interests. If it is reasonably anticipated that the disabled Member-Manager will remain unable to perform said roles for a period of six months or more and upon written request by the disabled Member-Manager, her/his next of kin, attorney-in-fact, or other legal representative, the remaining Members-Managers may, upon Written Consent of all other Member-Managers, agree to treat said disability as a resignation and follow the provisions in this Article re: the same.

(11) *Additional/Substitute Member-Managers:* Additional or substitute Member-Managers may be selected at any time upon the Written Consent of all other Member-Managers, though so doing would require a properly executed Amendment to this Agreement to detail the same.

## **ARTICLE XI            DISSOLUTION OF THE LLC**

(1) *Events Causing Dissolution:* the LLC shall be dissolved and its affairs wound up upon (a) the sale or other disposition of all or substantially all of the LLC's assets, unless the disposition is a Transfer of the LLC's assets in return for consideration other than cash, and the Members-Managers agree not to distribute all or substantially all of such noncash items to the Members and/or Member-Managers; or (b) all Member-Managers provide Written Consent to dissolve the LLC; (c) any consolidation or merger of the LLC with or into any entity, following which the LLC is not the resulting or surviving entity; (d) upon an Order of a Court of competent jurisdiction requiring dissolution; or (e) upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, in which case the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. the LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member or Member-Manager except as provided for herein, so long as there is a surviving Member or Member-Manager.

(2) *Procedures on Dissolution:* Dissolution of the LLC shall be effective on the day that the event giving rise to the dissolution occurs, but the LLC shall not terminate until its Certificate is canceled and its assets are distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination the LLC, the business of the LLC and the affairs of the Member-Managers shall continue to be governed by this Agreement. The remaining Member-Manager or, if there be none, a liquidator appointed with the Written Consent of the Member-Manager, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement, and cause the cancellation of the Certificate.

(3) *Reserves Liquidation:* After paying liabilities owed to creditors, the Member-Manager or liquidator, as the case may be, shall set aside reasonably necessary reserves for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such Member-Managers or liquidator to a bank to be held in escrow for said purpose, and at the expiration of such period as such Member-Managers or liquidator may deem advisable, such reserves shall be distributed to the Members/Member-Managers or their assigns per the two Paragraphs below:

(4) *Distributions upon Liquidation:* After paying such liabilities and providing for such reserves, a liquidator shall cause the remaining net assets of the LLC to be distributed such that all Members first recoup monies reflected in the updated Capital Account Ledger (after such balances have been adjusted to reflect all debits and credits required by applicable Treasury Regulations under I.R.C. § 704(b) for all events through and including the distribution in liquidation of the LLC), and then the remaining proceeds from the liquidation (save the reserves) shall be distributed to the Members in proportion to their Percentage Interest. If any part of such net assets consists of notes or accounts receivable or other non-cash assets, the liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

(5) Once it is reasonably clear to the Member-Managers or liquidator, as the case may be, that the reserves are no longer needed, then the reserved funds shall be distributed to the Members in accord with their Percentage Interest.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

(1) *Word Meanings:* Words such as "herein," "hereinafter," "hereunder," and the like shall refer to this Agreement as a whole and not merely a subdivision of it unless the context requires otherwise. The singular shall also include the plural and the masculine shall also include the feminine, unless the context requires otherwise. Because all Managers are also Members, the word "Manager" shall also mean "Member-Manager," unless the context requires otherwise.

(2) *Binding Provisions:* Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.

(3) *Applicable Law:* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the venue for any disputes with regard to the same shall be Franklin County, Massachusetts.

(4) *Counterparts:* This Agreement may be executed in several counterparts, and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

(5) *Severability of Provisions:* To the extent that any provision of this Agreement is prohibited, invalid, or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible to make the Agreement effective under the Act. Thus, if there is an inconsistency between the Act and the Agreement, then the Agreement shall control unless its provisions are invalid under the Act, in which case the offending provision shall be considered modified only to the extent necessary to be permissible under the Act. If the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered valid from the effective date of such amendment or interpretation.

(6) *Headings:* The headings and section titles in this Agreement are for descriptive and organizational purposes only and shall not control or alter the meaning of this Agreement as set forth in the body/text.

(7) *Amendments:* This Agreement may be amended or modified only with the Written Consent of all Member-Managers, unless otherwise provided for in this Agreement; however if an

Amendment is necessary to comply with the law, a single Member-Manager may make such modification so long as the modification does nothing more than achieve that compliance.

(8) *Third-Party Beneficiaries:* The provisions of this Agreement are not intended to be for the benefit of any third-party creditors or beneficiaries, excepting current Members and/or Member-Managers in their capacities as such. Notwithstanding any provision contained in this Agreement, no such third-party creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim with respect to any debt, liability, or obligation against the LLC or any Member or Member-Manager.

(9) *Integration:* This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

Signed on this 23 day of December, 2020

By: MORNING DEW LLC

Lori Kaltner

By and through Sole Manager and Member,  
Lori Kaltner

LORI KALTNER, INDIVIDUALLY

Lori Kaltner

Lori Kaltner

**SCHEDULE A**  
**TO OPERATING AGREEMENT FOR**  
**MORNING DEW LLC**

Member/Manager Roster

Name of Member	Address	Management Position	Membership Percentage Interest	Capital Contribution to Date
Lori Kaltner	375 Pinedale Rd Athol, MA 01331	Sole Manager	100%	\$ <u>20,000.-</u>

Approved on this 23 day of December, 2020

By: MORNING DEW LLC

Lori Kaltner

By and through Sole Manager and Member,  
Lori Kaltner

LORI KALTNER, INDIVIDUALLY

Lori Kaltner

Lori Kaltner

# MORNING DEW LLC

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## MEETING MINUTES

### Initial LLC Meeting to Consider and Adopt Operating Agreement (No. 2020.\_\_\_\_)

On this 23 day of December 2020 an  Initial  Quarterly  Special  Emergency meeting of Morning Dew LLC was held virtually with the following persons present:

Morning Dew LLC's Sole Member-Manager, Lori Kaltner

Morning Dew LLC's Legal Counsel, Shannan Leelyn, Esq.

The issues noted below were considered, and by way of these Meeting Minutes and Associated Resolution, the undersigned Sole Member-Manager of the Company hereby makes, approves, and adopts the following minutes and resolutions pursuant to the laws of the Commonwealth of Massachusetts and the Operating Agreement:

#### Operating Agreement

The Operating Agreement for Morning Dew LLC, dated 12.23.20, was reviewed, considered, and discussed in detail.

BE IT RESOLVED: The Operating Agreement for Morning Dew LLC is hereby adopted as the governing document for Morning Dew LLC, is being signed by Lori Kaltner as the Sole Member-Manager with full authority to do so, and shall supersede any and all prior written or oral agreements, making the now-adopted Operating Agreement the only governing one. The Operating Agreement shall be placed, kept, and maintained with the Company records.

IN WITNESS THEREOF, the undersigned Sole-Manager of Morning Dew LLC hereby agrees to, adopts, and confirms the aforesaid Resolution to Adopt the Operating Agreement, and also adopts and confirms these Meeting Minutes regarding the same.

Signed by Morning Dew LLC

Lori Kaltner  
By and Through its Sole Member-Manager  
Lori Kaltner

12/23/2020  
Date



Morning Dew, LLC  
375 Pinedale Road  
Athol, MA. 01331

### **Letter of Attestation**

January 20, 2020

I hereby attest that Morning Dew, LLC does not have any employees, and has not had any employees since the initial LLC was formed on November 13, 2020. We are unable to obtain a certificate prior to hiring employees. This attestation is in lieu of the certification of good standing from the Department of Unemployment and Assistance.

I declare that the above statement is true and accurate to the best of my knowledge.

Signed,

A handwritten signature in black ink that reads "Lori A. Kaltner". The signature is written in a cursive, flowing style.

Lori A. Kaltner  
Owner, Morning Dew, LLC

CONFIDENTIAL

**MORNING DEW**  
C U L T I V A R S

BUSINESS PLAN

**January 7, 2021**

Lori Kaltner | 978-501-7134

**MORNING DEW, LLC**

375 Pinedale Road  
Athol, MA 01331

## I. Table of Contents

I.	Table of Contents.....	2
II.	Executive Summary.....	3
III.	General Company Description .....	5
IV.	Products and Services.....	8
V.	Marketing Plan .....	9
VI.	Management and Organization.....	18
VII.	Appendices .....	28
VIII.	Sources Cited.....	29

## II. Executive Summary

Morning Dew, LLC is applying for a Tier 1 Marijuana Microbusiness Cultivation license to cultivate and wholesale boutique-quality cured cannabis to licensed Adult-Use Marijuana Retailers in the Commonwealth of Massachusetts. Morning Dew's cultivation facility will contain 5,000 square feet of flowering canopy in Orange, Massachusetts, and will be managed by a team comprised of both lifelong Massachusetts residents and Colorado-made cannabis experts who will conduct operations in accordance with all state and municipal laws and regulations to provide licensed 21+ retailers statewide – from the Berkshires to the Bay - with exotic & heirloom varieties of bulk craft cannabis by the pound.

Morning Dew is committed to the pillars of People, Planet, Profit, and Purpose as we develop public access to cutting-edge cultivars with a view to make a positive impact, inspire progressive change, and empower communities to reclaim, localize, and democratize their own health care systems.

### Experience

Leveraging a combined 15 years of Colorado commercial scale cannabis cultivation and management experience, top-tier cultivars, in-house engineering, and elevated brand positioning, Morning Dew will establish a new quality standard for the Massachusetts' adult-use market. Over the 5 years following launch, we aim to nurture key partnerships with wholesale clients, capture a meaningful segment of the MA adult-use cannabis market, and generate healthy profitability through a compliant, efficient, and time-tested model. In penetrating the burgeoning MA marketplace, we'll draw on our experience navigating Colorado's legal cannabis industry to broaden public access to important offerings that are already prevalent in the more mature cannabis markets of the American West, such as cutting-edge genetics that have been regenerated through tissue culture to remove plant pathogens, as one example.

### Team

Owner and CEO/CFO Lori Kaltner brings her background in finance & bookkeeping, real estate and entrepreneurship to the cannabis industry after learning about the therapeutic applications of cannabis when her family members discovered relief from their chronic ailments. She has assembled a team of experts with relevant experience and a proven method to execute on the production model described in this business plan.

### Executive Team

**Lori Kaltner | Chief Executive Officer, Chief Financial Officer**  
Executive Administration, Finance and Bookkeeping

**Zach Peele | Director of Cultivation, Chief of Cultivation Staff**  
Commercial Cannabis Cultivation & Production Management

**Pat Kaltner | Facility Director, Logistics & Security**  
Security, Sustainability & Unrestricted Construction Supervisor

**Tory Kaltner | Chief Compliance Officer, Metrc Administrator & Sales**  
Adult-Use Cannabis Business Management, Sales, Inventory Control and Compliance

## **Products & Services**

Morning Dew's core product offering will be high-quality bulk cured cannabis flower with elevated brand positioning, available for wholesale to Adult-Use 21+ Marijuana Retailers licensed by the Massachusetts Cannabis Control Commission. Leveraging the company's proprietary cultivation techniques, the procurement of industry-leading cultivar genetics, and a wealth of industry experience, we hope to minimize procedural friction within wholesale transactions as we build trust and measurable recognition among our buyers and their customers through our professionalism, consistency, and excellence.

Morning Dew regulated cannabis will be cultivated, handled, tested, packaged, tracked, and transported to buyers in accordance with all laws and regulations set forth by the State of Massachusetts, the Massachusetts Cannabis Control Commission, and municipal regulators.

The company plans to implement a production schedule of 1.91667 harvests per month (23 per year), where each harvest yields at least 115 pounds, and where four flowering rooms are scheduled for staggered perpetual harvesting. Upon developing 100% facility production capacity by Year 2, Q2, the company's volume of production will reach a minimum of 2,700 pounds per year, with an objective to increase production yields to 3,100 pounds per year by Year 5.

## **Market Opportunity**

According to 2020 market data analyses, "prices for wholesale cannabis flower grown for Massachusetts' recreational market are some of the highest in the nation", as the state's cultivators continue to fall short of meeting "roaring demand,"<sup>iii</sup> and that "by 2021, adult-use sales in Massachusetts could eclipse \$1 billion"<sup>iii</sup> as the licensing and opening of additional retail stores and cultivation sites will help address pain points for adult-use consumers - including long lines, limited selection, lack of parking, and high prices. As these pain points are alleviated through the additional licensing already underway, experts predict that more consumers will leave the black market for the convenience, novelty, and improved selection provided by adult-use dispensary retailers, thereby significantly expanding the adult-use market in coming years.<sup>iv</sup> Morning Dew plans to answer these growing market demands through unparalleled cultivation expertise, extensive knowledge of relevant cultivars, and superior wholesale account services that provide connoisseur-grade product to buyers in a timely, compliant, and professional manner. As continued licensing by the CCC begins to promote a more competitive marketplace landscape in the months and years to come, we expect wholesale pricing in our market to approach \$3,500 over Years 1-3, ultimately seeking stabilization around \$2,000 by Year 10, as it has in other legalized states with similar uncapped licensure programs.

### **III. General Company Description**

#### **Industry Sector**

Morning Dew, LLC, (referred to throughout this plan as “Morning Dew” or “the Company”), is applying for a Tier 1 Marijuana Microbusiness cultivation license to cultivate and wholesale boutique-quality cured cannabis to licensed Adult-Use Marijuana Retailers in the Commonwealth of Massachusetts. Morning Dew’s locally owned cultivation facility will comprise 5,000 square feet of flowering canopy in Orange, Massachusetts and will provide retailers statewide - from the Berkshires to the Bay - with exotic & heirloom varieties of bulk craft cannabis.

#### **Mission Statement**

Morning Dew is committed to the pillars of People, Planet, Profit, and Purpose as we develop public access to high-end cannabis - from heirloom herbology to cutting-edge cultivars - with a view to alleviate suffering, inspire progressive change, and empower communities to reclaim, localize, and democratize their own health care systems.

#### **Company Goals and Objectives**

Over the next 12 months, the company hopes to finalize municipal and state licensing, purchase and install production equipment, commence microbusiness cultivation operations, and launch wholesale offerings. Leveraging a combined 15 years of Colorado commercial cannabis cultivation and management experience, along with top-tier cultivars, in-house engineering, and high-end brand positioning, Morning Dew plans to set a new quality standard for the Massachusetts’ adult-use market. By the end of the 12-month period following the acquisition of state licensing, we plan to be operating our facility at 25% capacity or greater, and we hope to have surpassed \$1.25 million in annual sales. Over the course of the following year, operations will increase to 100% capacity as we aim to nurture key partnerships with procurement leads at strategic retailers in order to capture a meaningful segment of the MA wholesale cannabis market, while establishing healthy profitability through a compliant, efficient, and time-tested model. In penetrating Massachusetts’ burgeoning marketplace, we will draw on our experience in navigating Colorado’s legal cannabis industry to broaden public access to important offerings that are already prevalent in the more mature cannabis markets of the American West, such as cutting-edge strain genetics that have been regenerated through tissue culture to remove plant pathogens, as one example. We hope to build trust and recognition among our buyers and their customers through our professionalism, consistency, and excellence, that will be measurable through metrics like customer retention rate, frequency of purchase order inquiries, and social media traction.

#### **Target Market**

Our target customers are inventory managers, storefront managers, and product purchasers at licensed adult-use marijuana retailer companies in the Commonwealth of Massachusetts, who will then dispense our product to their customers: adults aged 21+ who are interested in craft cannabis.

## **Our Industry**

At the end of 2019, MA's CCC reported \$420 million in sales for the year.<sup>v</sup> BDS Analytics, a cannabis industry data analysis firm headquartered in Boulder, CO, projects that the adult-use cannabis industry in Massachusetts will reach \$745 million in 2020<sup>vi</sup> - a market growth rate of 77.38% for the year - based on sales projections modeled from point-of-sale transaction records. That same firm predicts the Mass. market to reach \$1.35 billion by 2024, driven by new store openings, increasing consumer demands and new product form factors.<sup>vii</sup>

While we anticipate that the wholesale cannabis market will eventually stabilize as it matures over time, ultimately resulting in an overall decrease in the value of wholesale cannabis, we expect the market maturation process to take time and, barring granular/short-term irregularities, to unfold gradually, allowing for proportionate, planned, and sustainable company adaptation on our end through automation and scale solutions as such projected market changes take place.

In the event that wholesale prices do decrease over time in accordance with our projections, Morning Dew is already poised to take advantage of such a new landscape by allowing for our model to find flexibility between a pound-based model and a model in which we would also wholesale product in smaller, pre-packed increments such as 3.5g increments or pre-rolled units, as well as by cutting production costs, and by defending our superior quality and high-profile cultivars through generating customer demand and brand loyalty by means of targeted marketing campaigns, and adjustments to our pricing structure and rate of production.

## **Strengths, Core Competencies, and Competition**

Morning Dew's Director of Cultivation is the company's core competitive strength. Zach Peele is a Master Grower whose expertise is in demand among more Colorado cannabis cultivation companies than he is able to satisfy. He has managed cultivation operations for leading national brand 710 Labs since 2017, and has also been approached by executives from competing national brands with strong offers of employment as recently as December 2020, in recognition of his expertise in the field and unparalleled production quality. Morning Dew, a microbusiness, is fortunate to have Zach aboard the team; his wealth of knowledge regarding commercial cannabis cultivation is our primary competitive edge in the marketplace.

The remaining members of the Executive Team each bring indispensable strengths to the table, as well, for a mosaic of professional backgrounds and proficiencies that will serve to comprehensively inform all major aspects of Morning Dew operations. Pat and Lori Kaltner's combined competencies in financial strategy, construction and real estate, permitting and licensing, launching and successfully exiting entrepreneurial ventures, staff management, acquisition of startup capital, and accounting will prove invaluable to the successful startup, launch, and early phases of Morning Dew operations. Tory Kaltner's experience in cannabis business administration, cannabis inventory control & procurement, SOP development and implementation, compliance enforcement, Metrc administration, branding, and marketing will translate effectively into the Morning Dew model, as well, and will allow for staffing versatility during the startup phase of the company.

Beyond a highly compatible, tight-knit, heavily experienced, and professionally complementary management team, other competitive strengths that Morning Dew will leverage include our proposed timeline for early penetration into an immature/inflated market with a tried-and-true, time-tested and downward pressure-tested business model, along with up-to-date knowledge about indoor agriculture, market trends, and regulatory requirements, and organic grassroots rapport with locals and businesses in the surrounding communities of our proposed facility site. Tory and Zach also have experience successfully co-managing adult-use retail operations at Headquarters Cannabis Company in Colorado, and therefore have a great deal of confidence in their ability to efficiently replicate their successes through similar collaboration in Massachusetts.

## **Executive Team**

### **Lori Kaltner | Chief Executive Officer, Chief Financial Officer**

30 Years in Executive Administration, Finance and Bookkeeping

35 Years in Real Estate Investments

8 Years Real Estate Sales

Experienced in Acquisition & Renewal of State Contracts and Licensing (EEC)

Accounting Coursework at Greenfield Community College

### **Zach Peele | Director of Cultivation, Chief of Staff**

9 Years Professional Experience in Commercial Cannabis Cultivation & Cannabis Business Management

Assistant Manager of Cultivation at 710 Labs, CO | 2017-2020

General Manager/Metric Administrator at Headquarters Cannabis Company, CO | 2012-2016

Cultivation Technician at Greenest Green, CO | 2011-2012

A.A. Degree in Recording Arts | Full Sail University, 2010

### **Pat Kaltner | Facility Director, Logistics & Security**

Law Enforcement Technology Degree | Southern Maine Vocational Technical Institute, 1985

25 Years: President, Patrick Kaltner Construction

Unrestricted Construction Supervisor's License, MA (29 Years)

Home Improvement Contractor's License, MA (29 Years)

Lead Safe Renovation Contractor License, MA (5 Years)

### **Tory Kaltner | COO, Chief Compliance Officer, Metric Administrator & Marketing**

B.A. in Pre-Law & Philosophy | Boston College, 2013

Coursework in Environmentally Sustainable Development, Race & Urban Ecology, Business Law

5 Years Professional Experience in Adult-Use Cannabis Business Management, Metric Inventory Control and Administration, Wholesale Cannabis Procurement, and Facility/Personnel Compliance Enforcement

10 Years in Project Management, Commercial Procurement, Human Resources, AP/AR, Marketing & Sales

## **Company Ownership Structure**

The company will be structured as a limited liability company (L.L.C.)

## **Ownership Background**

CEO/CFO Lori Kaltner has a robust background in finance & bookkeeping, real estate, human resources, and entrepreneurship. Lori became interested in the therapeutic applications of cannabis after her family members discovered relief from chronic ailments through cannabis products, and in participating in the new market for legal and regulated cannabis after learning more about the potential trajectories and successes of legal cannabis enterprises in Massachusetts and beyond.

## **Organizational Timeline**

Upon approval of a Massachusetts Microbusiness provisional license from the Cannabis Control Commission, which we hope and anticipate will occur before Q2 2021, we will immediately break ground to erect a metal manufacturing building on our pre-approved building lot, move to hang lighting, install HVAC, security systems, commercial electrical, and plumbing/reservoir systems, source natural fertilizers, and purchase other products required to commence in-house cultivation. The company's Executive Team will begin performing work inside the facility to prepare for and begin cultivation operations while final licensure inspection and approval are pending. During the interim time between provisional approval and final approval, we will begin outreach to prospective buyers at licensed cannabis retailers through both direct and digital marketing campaigns.

## **IV. Products and Services**

### **The Product**

Morning Dew's main product offering will be high-quality, bulk/wholesale cured cannabis flower with elevated brand positioning, produced by leveraging the company's proprietary cultivation techniques, the procurement of industry-leading cultivar genetics, and a wealth of industry experience.

Morning Dew cannabis will be cultivated, handled, tested, packaged, tracked, and transported to buyers in accordance with all laws and regulations set forth by the State of Massachusetts, the Massachusetts Cannabis Control Commission, and municipal regulators at all times. Each wholesale unit of dried cannabis will be labeled with its THC content per documented lab results from CCC-licensed labs, along with its ingredients list and harvest batch information, and will display all required compliance labeling in accordance with state and local regulations prior to transport or sale. Morning Dew wholesale cannabis will be resold to 21+ adult consumers via licensed adult-use cannabis retail outlets.

We believe there is an existing and growing demand among Massachusetts' adult-use marijuana consumers, and therefore among adult-use retail inventory managers, as well, for not only locally produced craft cannabis flower and pre-rolled cannabis flower, but particularly those that are harvested from the latest and most culturally relevant cultivar genetics. Morning Dew plans to answer these massive and predictable demands through the company's unmatched cultivation expertise, extensive knowledge of relevant up-and-coming cultivars, and superior wholesale account services that serve to provide excellent, connoisseur-grade product to buyers in a timely, compliant, consistent, and professional manner - thereby simplifying their decision to reorder with Morning Dew time and again, as continued licensing by MA State and municipalities begins to promote a more competitive marketplace landscape in the years to come.

### **Future Products**

In addition to the sale of dried cannabis flower to licensed adult-use retailers, the company also plans to explore creating, packaging, and selling pre-rolled cannabis units and/or 3.5g units to licensed adult-use retailers.

### **Pricing**

Morning Dew wholesale pricing and price-tier structures will be informed by actionable and analytical insights into market trends, and are subject to change based upon demand and competition in the wholesale marketplace, and upon evolving market conditions (including but not limited to seasonal fluctuations in wholesale market prices).

### **Account Services**

Morning Dew wholesale accounts will be serviced with top-notch, professional customer relations practices that have been polished at commercial scale in Colorado's wholesale cannabis marketplace. The focus of our sales team will be to deliver unmatched, friction-free customer satisfaction to retail business purchasers, by consistently and efficiently providing compliant and timely transfers of boutique-quality product that serves to generate repeat customer traffic and create brand loyalty for our retail partners with little effort on the part of the purchaser.

## V. Marketing Plan

### Market Research

According to the latest market data analyses as reported partway through 2020, “prices for wholesale cannabis flower grown for Massachusetts’ recreational market are some of the highest in the nation”, as the state’s cultivators continue to fall short of meeting “roaring demand.”<sup>viii</sup>

“As regulators grant additional licenses to more marijuana retail stores,” *Marijuana Business Daily* trade journal goes on to claim, “supply could become even further strained before production facilities are built out to full capacity and catch up to the appetite for adult-use products. That means prices likely haven’t hit an upper limit.”<sup>ix</sup>

“Marijuana business owners in the state report pounds of premium indoor wholesale cannabis flower are selling for \$4,200 each.”<sup>x</sup>



Source: *Marijuana Business Daily*  
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Marijuana Business Daily's Eli McVey predicted these latest findings in his earlier market report for the industry journal from 2019, stating that "the market has significant room for growth" and that "by 2021, adult-use sales in Massachusetts could eclipse \$1 billion" as the licensing and opening of additional retail stores will help address pain points for adult-use consumers, including long lines, limited selection, lack of parking, and high prices. As these pain points are alleviated through additional licensing, McVey predicts that more consumers will leave the black market for the convenience, novel experience, and improved selection provided by dispensaries, thereby significantly expanding the adult-use market in coming years, even in spite of the anticipated additional competition among wholesale producers as cultivation licenses continue to be issued by the Commonwealth, as well.<sup>xi</sup>

While the global pandemic has had a moderately negative impacted adult-use sales in MA, analysts have noted that vaporizer products have seen a major increase in sales proportionate to other product types, receiving a boost of 20% as of May 25, 2020. Notably, "vape products' share gain came largely at the expense of pre-rolls, which captured 6% of sales during the week of May 25, down four percentage points from the first two months of 2020. Consumers shifting away from pre-rolls – which are often shared among multiple people – follow similar patterns observed in other adult-use markets since the coronavirus pandemic began."<sup>xii</sup>

This trend toward consumption of hash oil via vaporizer cartridges is good news for cultivators, as vaporizer products require up to 8x the amount of raw material to produce the needed hash oil as compared to cured cannabis intended for traditional inhalation of the flower biomass itself. As demand for vape products continues to rise, as it has in other states even prior to the coronavirus pandemic, the increase in demand for raw material to produce oil for vaporizer cartridges will support the endurance of a high-value pound of cured cannabis well into the maturation of the MA adult-use market.

Beyond the data analysis and independent research as compiled and outlined above, we've also conducted internal market research based on our team's collective experience in Colorado's legal cannabis industry. Our primary market research has informed a basic expectation and assumption that is central to our general Business Plan - that the wholesale value of a pound of cured cannabis in the Massachusetts adult-use market will decrease meaningfully from its present value over the next 5 years, and will ultimately seek stabilization as the wholesale market matures - collectively navigating fluctuations in supply and learning as a network to anticipate and respond to changes in purchasing demands at granular, intersecting, and sometimes contradicting cross sections. The Morning Dew model is rooted in the primary experiences of our Executive Team and our expectations in this regard, in addition to the data-driven assumptions and predictions detailed above, and therefore this plan integrates both such analyses into its core principles and strategies throughout.

### **Our Competitive Advantages**

- The superior appearance, flavor, cure, aroma, and overall quality of our flower
- Our master grower's proprietary techniques and formulas, tested at commercial scale
- Our master grower's propensity toward growing high style genetics at commercial scale
- Our compliantly labeled/CRC-certified and tastefully branded packaging
- Our opportunity to secure additional licenses in the future
- Low operating costs and healthy margins means no pressure to cut corners or harvest early
- Timely foothold in the market
- Polished and effective sales, invoicing, and communications etiquette tested at scale
- Passionate & knowledgeable team of industry veterans with experience successfully, simultaneously co-managing multiple adult-use cannabis licenses in Colorado
- Women-owned
- Small and adaptable staff
- Upper echelon quality cannabis flower will never go out of style / is resilient in the face of fickle market trends

## Economics

According to industry analysts, consumer demand is currently “roaring” in the Company’s target market,<sup>xiii</sup> with annual sales exceeding \$420 million<sup>xiv</sup> and a market that is trending toward a maturation of consumer preferences for boutique-quality batches of debut and heirloom cultivars.

In 2020, the adult-use cannabis market in Massachusetts is estimated to exceed \$745 million, having grown at a rate of 77.38% from 2019’s market of \$420 million.<sup>xv</sup>

- **Barriers to Entry**

- High startup capital costs
- Complex licensing requirements
- Specialized skills required
- Limited brand recognition at launch
- Heavy taxation
- Forecast restrictions on water and energy usage

- **Solutions for Successful Entry**

- Thoughtful, realistic, and data-driven planning
- Recruited best-in-class Director of Cultivation
- Aggressive UGC digital marketing campaign plans
- Healthy margins built into operations
- Forward-thinking wastewater recapture and recycling systems
- Environmentally sustainable facility design, including plans for solar panel installation

## Product

From “Products and Services” –

Morning Dew’s main product offering will be high-quality, bulk/wholesale cured cannabis flower with elevated brand positioning. The craft cannabis flowers that have been previously produced by Morning Dew’s Director of Cultivation have exemplified the boutique quality that Morning Dew’s microbusiness facility will output, by leveraging the company’s proprietary cultivation techniques, the procurement of industry-leading cultivar genetics, and a wealth of industry experience.

Morning Dew cannabis will be cultivated, handled, tested, packaged, tracked, and transported to buyers in accordance with all laws and regulations set forth by the State of Massachusetts, the Massachusetts Cannabis Control Commission, and municipal regulators at all times. Each wholesale unit of dried cannabis will be labeled with its THC content per documented lab results from CCC-licensed labs, along with its ingredients list and harvest batch information, and will display all required compliance labeling in accordance with state and local regulations prior to transport or sale. Morning Dew wholesale cannabis will be resold to 21+ adult consumers via licensed adult-use cannabis retail outlets.

We believe there is an existing and growing demand among Massachusetts’ adult-use marijuana consumers, and therefore among adult-use retail inventory managers, as well, for not only locally produced craft cannabis flower and pre-rolled cannabis flower, but particularly those that are harvested from the latest and most culturally relevant cultivar genetics. Morning Dew plans to answer these massive and predictable demands through the company’s unmatched cultivation expertise, extensive knowledge of relevant up-and-coming cultivars, and superior wholesale account services that serve to provide excellent, connoisseur-grade product to buyers in a timely, compliant, consistent, and professional manner - thereby simplifying their decision to reorder with Morning Dew time and again, as continued licensing by MA State and municipalities begins to promote a more competitive marketplace landscape in the years to come.

## **Future Products**

In addition to the sale of dried cannabis flower to licensed adult-use retailers, the company also plans to explore creating, packaging, and selling pre-rolled cannabis units and/or 3.5g units to licensed adult-use retailers.

## **Features and Benefits**

Morning Dew cured cannabis will be cultivated with the consumer's experience and community needs in mind, every step of the way. Grown in a state-of-the-art, custom-designed, brand new cultivation facility with the latest available, cutting-edge equipment, our proprietary processes are directed by masters in the field to yield beautiful buds that are rigorously tested for purity, and available for purchase in convenient retail locations across the Commonwealth. Not only will our company's cultivars be selected for their unique and celebrated terpene profiles, aesthetically interesting flower structures, and their promise to deliver new highs and depths of experiences to people who are interested in exploring their own relationships with cannabis as a plant ally in their lives, but they will also be selected with a dedication to operating in service of our community and those disproportionately impacted by prohibition policies of the past. In this view, we hope to expand the boundaries of self-care, delight, possibility, and meaning for consumers who are seeking a taste of upper echelon boutique cannabis flowers, no matter their walk of life, and in compassion towards their needs, and we're committed to serving them as stewards of the renaissance of plant-based healing and sustainable economics that they have asked for, and that they deserve. Morning Dew customers will be welcomed into a growing community of compassionate, curious, and kind people who are excited to lift each other up in times of hardship and in reverence of our differences, as we continue to learn, share, and educate others about the benefits of cannabis on our lives, on our communities, and on the world.

## **Customers**

Our target customers are inventory managers, storefront managers, and product purchasers at licensed adult-use marijuana retailer companies in the Commonwealth of Massachusetts – especially those who prioritize, appreciate, and recognize quality cannabis – who will then dispense our product to their customers - adults aged 21+ - who are interested in craft cannabis, and prioritize, appreciate, and recognize the same.

## **Suppliers**

All suppliers of Morning Dew and goods procured will comply with applicable regulations, laws, and best practices for our industry. Backup suppliers will be identified for meeting the demands of all critical aspects of production, security, compliance and record keeping operations. Changing supplier costs may or may not result in a change of wholesale pricing offered by Morning Dew.

## **Credit Policies**

Credit policies will reflect current market practices and regulatory/legal allowances or disallowances of extending credit policies. If credit policies are ever extended, they would be tracked via a Receivables Aging spreadsheet to ensure timely remittance of payment, and would include SOP's for escalating correspondence with slow-paying customers.

## **Competition**

In an industry as new as the adult-use cannabis industry, there are no conventional incumbent competitors who have the benefit of securely dominating the market at this time. However, as of December 1<sup>st</sup>, 2020, there are currently 1.7 million square feet<sup>vi</sup> of cultivation canopy in operation in our market, with an additional 6 million square feet<sup>vii</sup> of cultivation capacity in the pipeline and approved to come on board - with provisional licenses having been issued by the state for the latter, but sales not yet having commenced. While these companies collectively operating a total of 7.7 million square feet of cultivation canopy are our competitors in the Massachusetts adult-use space, the growing demand for adult-use cannabis product is projected to continue soaring to the degree that the outlook for our competitive playing field is not a concern for Morning Dew. In Colorado, a similar adult-use market with no caps on licensing for either retail stores or cultivation facilities, like Massachusetts, the price of a pound of cured cannabis has taken over 10 years to decrease from over \$4000/lb. and ultimately find stability around \$2000/lb., signifying a healthy balance of supply and demand in the market, even in spite of allowances for unrestricted numbers of competitors to stake their claim in the market. We anticipate a similar dynamic to unfold in Massachusetts, but are watching closely and are also prepared to adapt to a more volatile market if needed, by pivoting product offerings and wholesale pricing, adjusting production scheduling, and more.

## **S.W.O.T. Analysis**

### **Strengths**

Excellent municipal relationship and favorable Host Community Agreement terms

Land and facility ownership with in-house Unrestricted Construction Supervisor's Licensee

Sharp and highly skilled executive team

- Experienced and in-demand commercial cannabis master grower skilled at mitigating common indoor agriculture issues like pests, environmental problems, and plant diseases

- Strong marketing, branding, sales, bookkeeping, management, Metrc and compliance skills

- A combined 45+ years working together successfully in entrepreneurial startup ventures

Early mover advantage in the young MA market

Lifelong MA natives and CO-seasoned executives

Premium product at affordable price

Water recapture and recycling program for sustainable water conservation

Environmentally sustainable facility design including plans for future roof-mounted solar panel installation

### **Weaknesses**

Limited access to FDIC commercial banking services, lending and traditional sources of capital

Winter weather conditions at facility site could require creative solutions to prevent HVAC vents from freezing, or delays in delivery of supplies / transport of product for sale

### **Opportunities**

Projected medium-term shortage of cannabis and cannabis-based products in MA, particularly the sheer quantity of product needed to supply the exploding & unmet demand for vape cartridge oil

Long-term market opportunities to expand operations by opening additional cultivation facilities, by pursuing additional licensure for increased canopy square footage

Members of our industry peer network from Colorado who are now in positions responsible for procurement of inventory for adult-use retailers in Massachusetts have provided piping hot leads on massive prospective wholesale accounts

### **Threats**

Pests and plant diseases

Litigation

Theft and crime

## **Strategy**

### **Promotion**

#### **Advertising**

Morning Dew will strictly adhere to all existing and future, state, county and local regulations regarding advertising and marketing for cannabis industry enterprises as set forth by Massachusetts law, the Massachusetts Cannabis Control Commission, and local regulators. The company plans to pursue print advertisements and press releases to announce launching operations, followed by regular and ongoing social media and email marketing campaigns including campaigns to drive digital user-generated content, cold-calling to adult-use retail licensees, and direct (in-person) marketing calls to adult-use retail licensees. In addition to these primary marketing channels, the company will also utilize branded packaging and functional accessories, promote word-of-mouth referral marketing campaigns, attend industry networking events and conferences, and collaborate on promotions with industry peers & partners. All packaging, advertising, and branding will be conducted in accordance with 935 CMR 500.105, or otherwise the most current regulatory instructions regarding branding, marketing, and advertising.

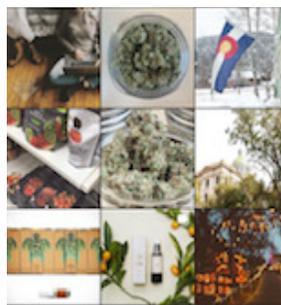
The objective of Morning Dew marketing and advertising campaigns is to attract new wholesale customer accounts, retain and grow existing accounts, generate a pool of contact information for prospective purchasers, and systematically recruit purchase orders from prospective buyers through regularly scheduled activities that strategically drive business at a low cost of customer acquisition. We have identified UGC (user-generated content) campaigns to be particularly effective at driving business and expanding brand name recognition among industry workers and public consumers at virtually no cost to the company, while email marketing combined with electronic inventory availability updates are also successful ways to alleviate pain points for retailer business purchasers. Print advertising is more useful for retailer brands dealing directly with the public than cultivators who rely on intra-industry demand; we will likely announce the launch of our operations via print media press releases, and thereafter transition to a mostly digital marketing strategy geared toward collaborating with, appealing to, educating & inspiring the generally younger generations of workers we'll be doing business with.

Morning Dew's brand positioning will be minimalist, aimed at eliciting a sense of style, and elevated in relation to the majority of our industry competitors and peers, in order to illuminate and complement our competitive edge in quality, consistency, selection & service. Rather than portray the company as a corporate conventional healthcare provider, a stoic high-volume industrial plant, or a neon-splattered playground for the immature and subversive, we instead envision presenting our offerings as polished delicacies, in the way of a practiced and respected sommelier, demonstrating that we deal in only the most exotic and prized cultivars which have bred for perfection, then hand-selected and meticulously cultivated by masters of the trade using state-of-the-art equipment and proprietary processes.

Using a tasteful color palate with modern fonts, our graphic design consistencies across logo design, business cards, letterhead, invoicing, digital correspondence, social media, print brochures, and signage will support Morning Dew brand positioning strategy, as well.

### Examples of Similar Brand Positioning Approaches

The following images are meant to exemplify similarities to possible Morning Dew brand voice and positioning development, through previous adult-use cannabis brand voice development and marketing work performed by Morning Dew executives within their past Colorado ventures.



## Promotional Budget

Before startup: \$500.00

Ongoing: \$1,000.00 annually

## Pricing

We plan to wholesale our product for slightly more than average wholesale market prices at any given point in time, justified by our obvious competitive edge in quality, selection, and service. We suggest that retail partners resell our product at least at keystone margins, i.e. 200% of their wholesale cost. Our primary market research indicates that our intended buyers make their purchase decisions based on their impression of the wholesale transaction's likelihood of being efficiently and accurately executed, as well as on consumer demand for particular time-sensitive offerings, and on the individual buyer's own personal preferences. Competitive pricing is not necessarily the primary driver of purchasing decisions in our marketplace.

## Proposed Location

47 Daniel Shays Hwy

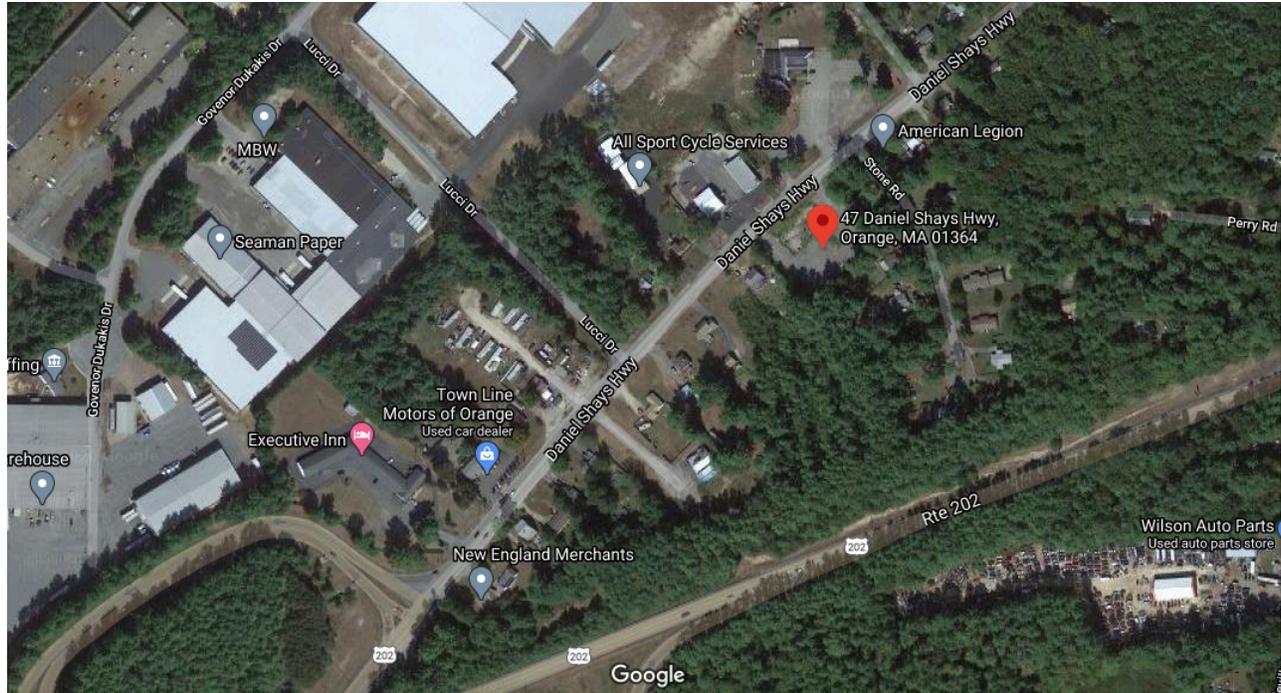
Orange, MA 01364

Adequate access to Boston and surrounding markets

Convenient access to exploding markets in:

Holyoke, Pittsfield, Fitchburg, Springfield, Northampton, Worcester and more.

Our location allows for same-day transfer of product to buyers across the state. Conveniently situated immediately off Route 2, our location is favorable as being on-route for state-licensed inventory transportation partners coming from and heading toward any direction across the Commonwealth.



## Distribution Channels

Adult-Use Marijuana Retailers across the state of Massachusetts will distribute Morning Dew cured cannabis to 21+ consumers in accordance with all applicable laws and regulations regarding transport of product between licensees. Branded merchandise such as t-shirts, hats, stickers, and accessories, as allowed by laws and regulations, may become available via an online website store, only if and when compliant with all state, county, and local codes and laws.

# Sales Forecast

## Scenario B | YEAR 1: SALES FORECAST

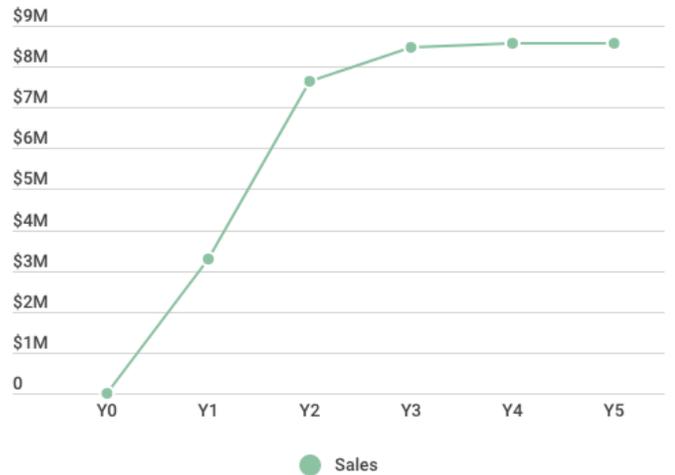
PRODUCT													START DATE		UNIT OF MEASURE	
Adult-Use Bulk Cured Cannabis													Day 1 of '12/'12' Light Cycle in F1		Pound	
NUMBER OF UNITS SOLD	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL			
	0.00	0.00	0.00	117.00	0.00	117.00	117.00	117.00	117.00	117.00	117.00	117.00	936			
PRICE PER UNIT	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00				
TOTAL SALES	\$0.00	\$0.00	\$0.00	\$409,500.00	\$0.00	\$409,500.00	\$409,500.00	\$409,500.00	\$409,500.00	\$409,500.00	\$409,500.00	\$409,500.00	\$3,276,000.00			

## Scenario B | YEAR 2: SALES FORECAST

PRODUCT													START DATE		UNIT OF MEASURE	
Adult-Use Bulk Cured Cannabis													Day 366 of '12/'12' Light Cycle in F1		Pound	
NUMBER OF UNITS SOLD	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL			
	117.00	117.00	117.00	234.00	117.00	234.00	224.00	234.00	224.00	224.00	224.00	224.00	2,290			
PRICE PER UNIT	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00				
TOTAL SALES	\$397,800.00	\$397,800.00	\$397,800.00	\$795,600.00	\$397,800.00	\$795,600.00	\$739,200.00	\$772,200.00	\$739,200.00	\$739,200.00	\$739,200.00	\$739,200.00	\$7,650,600.00			

## Scenario B | YEAR 3: SALES FORECAST

PRODUCT					
Adult-Use Bulk Cured Cannabis					
NUMBER OF UNITS SOLD	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4	TOTAL
	672.00	672.00	672.00	672.00	2,688
PRICE PER UNIT	\$3,200.00	\$3,200.00	\$3,100.00	\$3,100.00	
TOTAL SALES	\$2,150,400.00	\$2,150,400.00	\$2,083,200.00	\$2,083,200.00	\$8,467,200.00



## Scenario B | YEAR 4: SALES FORECAST

PRODUCT					
Adult-Use Bulk Cured Cannabis					
NUMBER OF UNITS SOLD	Y4 Q1	Y4 Q2	Y4 Q3	Y4 Q4	TOTAL
	726.00	726.00	726.00	726.00	2,904
PRICE PER UNIT	\$3,000.00	\$3,000.00	\$2,900.00	\$2,900.00	
TOTAL SALES	\$2,178,000.00	\$2,178,000.00	\$2,105,400.00	\$2,105,400.00	\$8,566,800.00

## Scenario B | YEAR 5: SALES FORECAST

PRODUCT					
Adult-Use Bulk Cured Cannabis					
NUMBER OF UNITS SOLD	Y5 Q1	Y5 Q2	Y5 Q3	Y5 Q4	TOTAL
	780.00	780.00	780.00	780.00	3,120
PRICE PER UNIT	\$2,800.00	\$2,800.00	\$2,700.00	\$2,700.00	
TOTAL SALES	\$2,184,000.00	\$2,184,000.00	\$2,106,000.00	\$2,106,000.00	\$8,580,000.00

In Year 1 of operations, sales begin at limited capacity in Month 4. Year 2 is the first full year of sales.

### Sales Forecast Assumptions:

- That our facility will contain 4 Flowering Rooms named F1, F2, F3 and F4.
- That in Scenario B, the forecast above, only F1 and F2 are operational for Year 1; 100% production capacity is reached in Y2Q2
- That the value of a pound of cured cannabis experiences a significant 12.5% decrease from its current value to a projected value of \$3,500, in the span of the forthcoming six months before we receive our final licensing from the CCC, and that the value of a pound continues to decrease moderately YoY as the market seeks to reach stabilization in the vicinity of a \$2,000/pound market by Year 10 (modest/probable)
- That for each flowering room, there is a 1-week period prescribed between each harvest and the following round of plants' Day 1 of Flowering, for cleaning and adjustment between rounds. 1 cycle or round of Flowering comprises 60 days.
- That once we are fully operational, we will average 23 room-harvests per year, with each room's harvest totaling around 117 lbs. of flower (calculated using an estimate of 1.5 lbs per light x 78 lights per room). This translates to, on average, 1.916667 room-harvests per month, or roughly 224 lbs. harvested per month- about 2,700 lbs. per year, with an objective of yields increasing to 1.75 lbs. per light by Year 5.
- That it takes 1 month for harvested flower to be prepared for sale, so as a general rule, each month's sales reflect the previous month's harvested inventory.

**Even allowing for assumptions about a 1.25-year timeline to reach 100% production capacity, our business model is projected to Break Even by the end of Year 2 with revenues exceeding \$3.25 million.**

## Financial Projections

### MORNING DEW, LLC

Revenue	YEAR 1	YEAR 2	YEAR 3
<b>Total Revenue</b>	<b>\$ 3,276,000</b>	<b>\$ 7,650,600</b>	<b>\$ 7,750,400</b>
<b>Payroll</b>	413,306	964,202	1,124,978
<b>Operating Expenses</b>			
Advertising	1,200	1,236	1,273
Car and Truck Expenses	6,600	6,600	6,600
Town of Orange-Community Contribution	10,000	10,000	10,000
Payroll Services	2,200	2,310	2,426
Insurance	9,420	9,985	10,984
Leal/Professional	6,000	6,180	6,365
Licenses	2,500	7,500	7,500
Office Expense	1,440	1,584	1,752
Product Testing	32,000	76,000	96,000
Rent or Lease	96,000	120,000	144,000
Grow room supplies monthly	22,500	50,000	57,500
Grow room supplies per round	33,300	74,000	85,100
Travel, Meals	3,000	3,090	3,183
Transportation Costs	16,000	32,000	64,000
Utilities-electric, internet & security	54,000	78,000	101,400
Build out Flower room 3 & 4		260,000	
Garage / Storage Shed		10,000	
<b>Total Operating Expenses</b>	<b>\$ 709,466</b>	<b>\$ 1,712,687</b>	<b>\$ 1,723,061</b>
<b>Income before taxes</b>	<b>\$ 2,566,534</b>	<b>\$ 5,937,913</b>	<b>\$ 6,027,339</b>
3% Town of Orange	98,280	229,518	232,512
10.75% State sales tax	275,902	638,326	647,939
Federal Tax	1,026,614	2,375,165	2,410,936
<b>Total Income Taxes</b>	<b>\$ 1,400,796</b>	<b>\$ 3,243,009</b>	<b>\$ 3,291,387</b>
<b>Net Income/Loss</b>	<b>\$ 1,165,738</b>	<b>\$ 2,694,904</b>	<b>\$ 2,735,952</b>

## VI. Management and Organization

On-site daily operations of Morning Dew's organization will be managed by Director of Cultivation Zach Peele, who will direct production, staff, and facility operations; by Director of Facility Pat Kaltner who will oversee security, sustainability, and facility logistics; by CEO/CFO Lori Kaltner who will oversee finance, administration, and partner relations, and by COO Tory Kaltner, who will oversee compliance, scheduling, sales, and inventory management.

### Organizational Management

#### Descriptions of Management Roles

##### Master Horticulturist and Director of Cultivation (held by Zach Peele)

This position is responsible for:

- Managing the day-to-day operations of a large cannabis cultivation facility, establishing and implementing standard operating procedures and meeting production goals
- Managing and providing support for all cultivation agents, including scheduling, training, policy and procedure updates, industry news and regulatory bulletins, and production SOPs
- Researching techniques to expand knowledge of individual strains, high-yield recipes, and controlled stress environments
- Managing plant schedules to project all garden needs on a daily, weekly and monthly basis
- Delegating tasks among staff in order to maintain a compliant and clean facility
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000: Adult Use of Marijuana
- Training and leading staff in performing all the duties required to operate the facility, including but not limited to:
  - Maintaining cultivation warehouse protocols and nutrient regimen
  - Cataloguing and analyzing strains and individual plants from clone to harvest
  - Executing preventative maintenance to eliminate pests and pathogens
  - Maintaining a clean and organized work environment
  - Maintaining a software-controlled fertigation system
  - Producing safe quality marijuana for adult use
  - Helping to prevent, identify and react to all incidents
  - Assisting state and local government officials and law enforcement with inventory, sales, and compliance audits
  - Having a basic and updated knowledge of all garden operations
  - Having an understanding of all tools and equipment needed to run the cultivation facility
  - Implementing safety practices and considerations
  - Performing general facility maintenance and troubleshooting as necessary
  - Maintaining odor control measures, plant sprays, and feeding protocol
  - Supervising access to limited access areas

##### Cultivation Manager (Hire Needed)

This position is responsible for:

- Assisting in the oversight of the cultivation facility including:
  - Staff management
  - Cleaning, upkeep and sanitation of the cultivation facility
  - Operations related to propagation, vegetation and flower
  - Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000: Adult Use of Marijuana

**Director of Facility Security and Sustainability** (held by Pat Kaltner)

This position is responsible for:

- Supervising the security and logistical operations of the cultivation facility
- Establishing environmental sustainability objectives, and implementing standard operating procedures to help the company meet and exceed sustainability goals
- Overseeing the development of facility production capacity, including managing construction and on-site build-out processes
- Implementing and maintaining facility and personnel security protocols as required by the CCC and local jurisdictions

**Cultivation Technicians: Flowering Rooms** (Hires Needed)

This position is responsible for:

- Maintaining cultivation warehouse protocols and nutrient regimen
- Cataloguing and analyzing strains and individual plants from flower room placement to harvest
- Executing preventative maintenance to eliminate pests and pathogens
- Maintaining a clean and organized work environment
- Maintaining a software-controlled fertigation control system
- Producing safe quality marijuana for adult use
- Helping to identify and react to all incidents
- Assisting state and local government officials and law enforcement with inventory, sales, and compliance audits
- Having a basic and updated knowledge of all garden operations
- Having an understanding of all tools and equipment needed to run the cultivation facility
- Implementing safety practices and considerations
- Performing general facility maintenance and troubleshooting as necessary
- Maintaining odor control measures, plant sprays, and feeding protocol
- Supervising access to limited access areas

**Cultivation Harvest Crew/Trimmers** (Hires Needed)

This position is responsible for:

- Hand trimming flowers from plants in a quick and efficient manner while ensuring compliance with regulations
- Managing quality control such that high-quality cannabis is ready to leave the cultivation facility

**Cultivation Technician: Veg Room** (Hire Needed)

This position is responsible for:

- Maintaining cultivation warehouse protocols and nutrient regimen
- Cataloguing and analyzing strains and individual plants from clone to flower room placement
- Executing preventative maintenance to eliminate pests and pathogens
- Maintaining a clean and organized work environment
- Maintaining a software-controlled fertigation control system
- Producing robust vegetative marijuana plants for flower room placement
- Helping to identify and react to all incidents
- Assisting state and local government officials and law enforcement with inventory, sales, and compliance audits
- Having a basic and updated knowledge of all garden operations
- Having an understanding of all tools and equipment needed to run the cultivation facility
- Implementing safety practices and considerations
- Performing general facility maintenance and troubleshooting as necessary
- Maintaining odor control measures, plant sprays, and feeding protocol
- Supervising access to limited access areas
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC

**Inventory Control, Metrc Administrator and Compliance Manager** (held by Tory Kaltner)

This position is responsible for:

- Researching and interpreting regulatory compliance across the entire cannabis supply chain including cultivation, manufacturing and retail
- Ensuring facility, personnel, and operational compliance with state and local laws and regulatory requirements
- Overseeing product and environmental testing, product release and recall, and product labeling in accordance with state regulations and the organization's internal procedures and processes
- Ensuring projects start and finish on time
- Achieving sales, inventory, Diversity, and Social Impact plans
- Supervising daily, weekly, monthly, and annual compliance and inventory audits
- Managing personnel compliance training by scheduling regular Responsible Vendor Trainings and Metrc Advanced Training Webinars for staff
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000 Adult Use of Marijuana

**CEO/CFO and Bookkeeping** (held by Lori Kaltner)

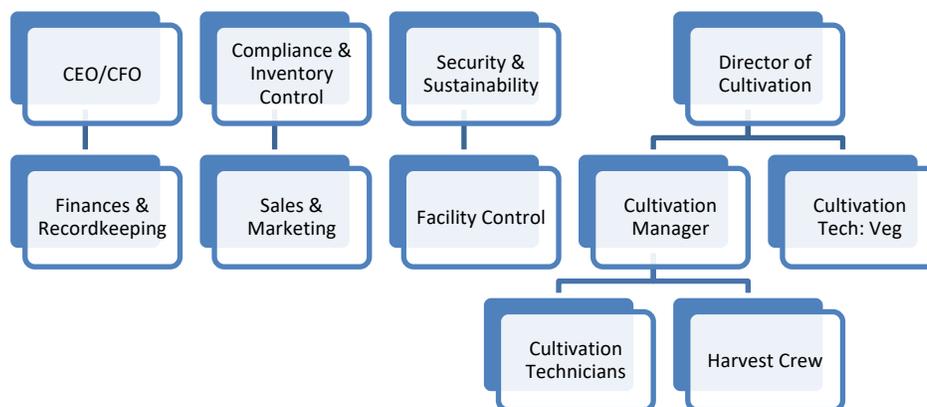
This position is responsible for:

- Developing long and short-range strategic objectives for the organization which include compliance objectives, budgets, business plans, expansion and policy management. This position is also responsible for the operation's profit & loss, and inventory management.
- Supervising daily cash flow reconciliation in collaboration with the Sales and Marketing team
- Managing, implementing, and updating personnel policies and procedures in accordance with workplace safety and CCC requirements
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000 Adult Use of Marijuana

**Sales and Marketing** (held by Tory Kaltner)

This position is responsible for:

- Wholesaling cured cannabis to purchasers at licensed adult-use retailer Marijuana Establishments across Massachusetts
- Building rapport with wholesale customer accounts and servicing those accounts punctually and compliantly
- Developing and implementing marketing strategies to grow the sales of the company
- Developing and delivering sales reports to company executives to evaluate marketing strategy efficiency
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000 Adult Use of Marijuana



## Professional Support

- Attorney  
Leelyn Law, LLC  
235 Greenfield Rd. | Suite #11  
South Deerfield, MA 01373  
(413) 397-3362
- Accountant  
Valley Tax Professionals  
11 Pheasant Run  
South Hadley, MA. 01075  
(413) 322-9159
- Insurance Agent  
Kimball Cooke Ins.  
312 Main St.  
Athol, MA 01331  
(978) 249-3273
- Bank  
GFA Federal Credit Union  
67 Pearson Blvd.  
Gardner, MA 01440  
(978) 630-5616

## Operating Policies and Procedures

The Operating Policies and Procedures that follow are equivalent to the Written Operating Procedures required of Morning Dew by 935 CMR 500.105(1). Morning Dew has installed the provisions below to:

1. Ensure compliance with 935 CMR 500.101(1)(c), *Management and Operations Profile*, which requires that we provide a detailed summary of Morning Dew Operating Policies and Procedures, and;
2. To demonstrate compliance with the operational requirements set forth in 935 CMR 500.105 through 935 CMR 500.120

### Security Measures and Procedures

#### Policy: Compliance with State-Mandated Security Requirements for Marijuana Establishments

It is Morning Dew policy to strictly adhere to the security measures in their entirety as outlined within 935 CMR 500.110. See also the separate document entitled *Security Plan*, which has been submitted with the Company's application for provisional licensure from the CCC.

See also, Morning Dew Procedure: Compliance with Recordkeeping Requirements Related to Security Measures in Accordance with 935 CMR 500.110.

### Procedures for Prevention of Diversion

#### ZERO-TOLERANCE Policy: Prevention of Diversion

Morning Dew upholds a zero-tolerance Policy that Marijuana under Company custody **MUST NEVER** be illegally diverted. See also the separate documents entitled *Plan for Prevention of Diversion* and *Plan for Restricting Access to Age 21 and Older*, which have been submitted with the Company's application for provisional licensure from the CCC.

### **Description of Strains and Forms**

Morning Dew will cultivate 5-15 strains of marijuana from both seed and clone, consisting primarily of various hybrid cultivars that possess qualities of both indica and sativa cannabis varieties, which will be produced and tested in accordance with regulatory requirements outlined in 935 CMR 500. Morning Dew marijuana will be sold in the form of *marijuana not sold as a marijuana product*, i.e. bulk cured cannabis flowers, and will be packaged, labeled, stored, and transported pursuant to all regulatory requirements described in 935 CMR 500.

### **Price List**

3.5g - \$32.99

1 lb. - \$4,000

### **Hours of Operation**

24 hours / 7 days

### **Emergency Contact Information - Available After Regularly Accessible Hours**

#### Policy: After Hours/Emergency Contact Information Sharing

After Hours/Emergency Contact Information shall be provided to the Commission upon request, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000.

#### Morning Dew 24-Hour Emergency Contact Information

Pat Kaltner, Security

cell: (978) 501-7135

Zach Peele, Director of Cultivation

cell: (720) 437-1498

### **Marijuana Storage and Waste Disposal Procedures**

#### Procedure: Compliance with Requirements for Marijuana Storage

Pursuant to 935 CMR 500.105(11), Morning Dew will adhere to the mandated requirements for Storage. See also the separate document entitled *Plan for Storage of Marijuana*, which has been submitted with the Company's application for provisional licensure from the CCC.

### **Disposition and Waste Disposal Procedures**

#### Policy: Compliance with Requirements for Destruction and Disposition

Morning Dew shall ensure that any outdated, damaged, deteriorated, mislabeled, or contaminated Marijuana that has been segregated from other Marijuana as Unusable is destroyed. Written documentation of the disposition of the Marijuana must be kept in a Disposition Log.

Additionally, pursuant to 935 CMR 500.105(12), it is Morning Dew Policy that company agents must adhere to the state-mandated requirements for Waste Disposal. See *Plan for Storage of Marijuana*.

### **Transportation and Transfer of Marijuana Procedures**

See the separate document entitled *Transportation of Marijuana*, which has been submitted with the Company's application for provisional licensure from the CCC.

### **Inventory Control Procedures**

#### Procedure: Compliance with Requirements for Inventory Protocols

Morning Dew will ensure accurate inventory recordkeeping and adhere to inventory protocols in compliance with 935 CMR 500.105(8) *Inventory and Transfer* and 935 CMR 500.105 (9) *Recordkeeping*.

Inventory of the company will include seeds, immature plants, flowering plants, bulk buds (flower), pre-packed pounds of cured buds (flower), shake/trim by strain, and potentially pre-rolls (each). Finished inventory for wholesale will be produced on a staggered 5-harvests-per-year cycle, allowing for rolling product debuts and order fulfillment schedules. Morning Dew will utilize the seed-to-sale online portal provided by the cannabis inventory tracking platform, Metrc, and its accompanying RFID system, to meticulously and transparently track the company's cannabis inventory, in compliance with all applicable

laws and regulatory codes, in defense of public safety, and in collaboration with the CCC. Inventory records will exceed compliance with 935 CMR 500.105(8).

See also the separate document entitled *Inventory Procedures*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Procedures for Providing Access to the Commission, Emergency Responders, and Law Enforcement**  
Policy: Access to the CCC, Emergency Responders, and Law Enforcement

In compliance with 935 CMR 500.105(14), Morning Dew will ensure that the following individuals shall have access to the Morning Dew Marijuana Establishment or the Morning Dew Marijuana Establishment transportation vehicle:

1. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000;
2. Representatives of other state agencies of the Commonwealth; and
3. Emergency responders in the course of responding to an emergency.

In addition, Morning Dew will ensure that 935 CMR 500.000 shall not be construed to prohibit access by authorized law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

**Quality Control and Contaminant Testing Procedures**

See the separate document entitled *Quality Control and Testing Procedures*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Plan for Obtaining Liability Insurance Coverage or Maintenance of Escrow**

Policy: Compliance with Requirements for Liability Insurance Coverage or Maintenance of Escrow

See separate document, included with the Morning Dew application for its state-issued provisional license, entitled *Morning Dew, LLC Plan for Obtaining Liability Insurance*.

**Plan to Remain Compliant with Local Zoning**

See separate document, included with the Morning Dew application for its state-issued provisional license, entitled *Morning Dew, LLC Plan to Remain Compliant with Local Zoning*.

**Energy Efficiency and Conservation Compliance Procedures**

See the separate document entitled *Energy Compliance Plan*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Bond**

Pursuant to 935 CMR 500.105(16), Morning Dew shall provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to ensure payment of the cost incurred for the destruction of Cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of the Marijuana Establishment. As required under 935 CMR 500.000, Morning Dew's bond must be issued by a corporate surety licensed to transact surety business in the Commonwealth. If Morning Dew is unable to secure a surety bond, as required by 935 CMR 500.105(16)(a), it may place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account required pursuant to 935 CMR 500.105(16)(c) must be replenished within ten business days of any expenditure required under 935 CMR 500.105, unless the Marijuana Establishment has ceased operations. Documentation of the replenishment must be promptly sent to the Commission.

**Dispensing Procedures**

Morning Dew, as a Tier 1 Microbusiness Cultivation-only Applicant, will not dispense marijuana nor marijuana product directly to consumers, as the company is **not** pursuing residential delivery licensure or retail licensure. Morning Dew will strictly engage in wholesaling cannabis product to licensed Adult-Use Marijuana Establishment Retailers in accordance with 935 CMR 500.105(13) *Transportation Between Marijuana Establishments*.

### **Marketing and Advertising Policies**

#### Policy: Compliance with Requirements for Marketing and Advertising

All Morning Dew marketing and advertising operations will be conducted in compliance with 935 CMR 500.105(4)(a) *Permitted Practices* and (b) *Prohibited Practices*.

### **Marijuana Labeling and Packaging Procedures**

#### Policy: Compliance with Requirements for Labeling and Packaging of Marijuana and Marijuana Products

All Morning Dew labeling operations shall be conducted in compliance with 935 CMR 500.105(5)(a) *Labeling of Marijuana*. All Morning Dew packaging operations will be conducted in compliance with 935 CMR 500.105(6) *Packaging of Marijuana*. If Morning Dew opts to seek packaging or labeling preapproval from the Commission, the company's preapproval application process shall be undertaken in accordance with 935 CMR 500.105(7) *Packaging and Labeling Pre-Approval*.

### **Procedures for Voluntary and Mandatory Recalls**

#### Policy: Compliance with Requirements for Mandatory Recalls

Morning Dew shall adequately handle any voluntary and mandatory recalls of marijuana due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective Marijuana from the market, as well as any action undertaken to promote public health and safety.

### **Members and Executives**

The following list must be made available on request by any individual. Morning Dew plans to fulfill this request by placing this required information on the Morning Dew website.

#### **Members**

Lori Kaltner

#### **Executives**

Patrick Kaltner

Zachary Peele

Tory Kaltner

### **Personnel Policies and Procedures**

In addition to the general Morning Dew employee policies (covering performance expectations, hiring, compensation, and benefit policies, workplace harassment policies, company observed holidays, inclement weather policies, and disciplinary action policies, among others) as outlined in the Morning Dew Employee Handbook (which is not included within this Business Plan, but which can be furnished upon request), all Morning Dew Agents must also abide by the state-mandated Personnel Policies and Procedures.

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

### **Recordkeeping Policies and Procedures**

See the separate document entitled *Record Keeping Procedures*, which has been submitted with the Company's application for provisional licensure from the CCC.

### **Policy for Maintenance and Retention of Financial Records**

#### Policy: Maintenance of Financial Records According to Account Principles

In accordance with 500.105(9), Morning Dew's financial records shall be maintained in accordance with generally accepted accounting principles.

See also the separate document entitled *Maintenance of Financial Records*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Workplace Safety Policy**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Emergency Disaster Plan**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Plan to Identify and Address Biological Hazards**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Plan to Identify and Address Chemical Hazards**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Plan to Identify and Address Physical Hazards**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**OSHA Plans:**

**Hazard Communication Plan**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Personal Protective Equipment Plan**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Fire Hazard and Protection Plan**

See the separate document entitled *Personnel Policies*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Emergency Action Plan**

In the event of an emergency, Morning Dew employees shall follow the steps described in the *Emergency Disaster Plan*, including the *Evacuation Procedure*, and the *Emergency Contact Procedure*.

**Diversity Plan**

See the separate document entitled *Diversity Plan*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Plan for Positive Impact**

See the separate document entitled *Plan for Positive Impact*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Policies for Employee Qualifications and Trainings**

See the separate document entitled *Qualifications and Training Plan*, which has been submitted with the Company's application for provisional licensure from the CCC.

**Agent Qualification and Training Policies**

Policy: Compliance with Requirements for Employee Qualifications and Trainings

Policy: Compliance with Requirements for Responsible Vendor Trainings

See *Qualifications and Training Plan*.

## **Operational Plan for the Cultivation of Marijuana**

### **Cultivation Schedule and Production Objectives**

Our facility will contain 4 Flowering Rooms named F1, F2, F3 and F4. We anticipate that 100% production capacity will be reached in Y2Q2. For each room, there is a 1-week period prescribed between each harvest and the following round's Day 1 of Flowering, for cleaning and adjustment between rounds. 1 cycle or round of Flowering comprises 60 days. Once we are fully operational, we will average 23 room-harvests per year, with each room's harvest totaling at least 115 lbs. of flower (calculated using an estimate of 1.5 lbs per light x 78 lights per room). This translates to, on average, 1.916667 room-harvests per month, or roughly 224 lbs. harvested per month- about 2,700 lbs. per year, with an objective to increase yields to 1.75 lbs. per light by Year 5.

### **Description of Cultivation Operations**

See the separate document entitled *Procedures for Cultivating*, which has been submitted with the Company's application for provisional licensure from the CCC.

### **Suspicious Activity Policy**

In the event of any suspicious act involving cultivation of Marijuana by any Person, including any breach of security or other reportable incident defined in 935 CMR 500.110(9), Morning Dew shall notify Law Enforcement Authorities and the Commission immediately and, in no instance, more than 24 hours following discovery of the breach or incident.

### **Lighting and Energy Plan**

Lighting used by Morning Dew for cannabis cultivation meets the following compliance requirement, in accordance with 935 CMR 500.120(11)(b)(1): Horticulture Lighting Power Density must not exceed 50 watts per square foot for Tier 1.

Pursuant to 935 CMR 500.103(1)(b), Morning Dew plans to demonstrate compliance with the requirements of 935 CMR 500.120(11) through an energy compliance letter prepared by one or more of the following energy professionals:

1. A Certified Energy Auditor certified by the Association of Energy Engineers;
2. A Certified Energy Manager certified by the Association of Energy Engineers;
3. A Massachusetts Licensed Professional Engineer; or
4. A Massachusetts Licensed Registered Architect.

### **Policy Requiring Suitability of Cultivation Agents**

See the separate document entitled *Procedures for Cultivating*, which has been submitted with the Company's application for provisional licensure from the CCC.

### **Cultivation Tracking Procedures**

Morning Dew cultivation staff will assign and record a unique, sequential alphanumeric identifier to each Cultivation Batch as defined in 935 CMR 500.002, for the purposes of production tracking, product labeling and product recalls. The Seed-to-sale Electronic Tracking System, Metrc, designated by the Commission as a Seed-to-sale SOR, will capture a record of everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. The Seed-to-sale Electronic Tracking System, Metrc, will utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. If Morning Dew uses any secondary system, it must integrate with the SOR in a form and manner determined by the Commission.

### **Cultivation Licensing Procedures**

Morning Dew will pay all licensing fees for the cultivation activities of the company in a punctual manner. When submitting the company's annual license renewal applications to the Commission, Morning Dew must include a report of the company facility's energy and water usage over the 12-month period preceding the date of the application.

**Cultivation Recordkeeping Procedures**

Morning Dew employees will maintain accurate records for cultivation and production history, including additional recordkeeping in the event that any plants/inventory were to suffer a catastrophic event; transfer, sales, and excise tax payment history; existing inventory and inventory history; sales contracts; and any other records relevant to demonstrating responsible cultivation, production, and inventory management.

**Food Handling Requirements for Cultivation Agents**

Marijuana Establishment Agents who work for Morning Dew are subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

**Social Justice Leadership Plan**

If Morning Dew should decide in the future to pursue a Social Justice Leader designation, the Company would consider donating 1% of its gross revenue to the Social Equity Training and Technical Assistance Fund in the year preceding the date of its application for a leadership rating and would also consider conducting 50 hours of educational seminars targeted to residents of Areas of Disproportionate Impact in Marijuana cultivation and business training. Upon potential qualification as a Social Justice Leader, Morning Dew may use a logo or symbol created by the Commission to indicate its leadership status.

**Cultivation Pest Management Plan**

See the separate document entitled *Procedures for Cultivating*, which has been submitted with the Company's application for provisional licensure from the CCC.

**IPM Plan**

See the separate document entitled *Procedures for Cultivating*, which has been submitted with the Company's application for provisional licensure from the CCC.

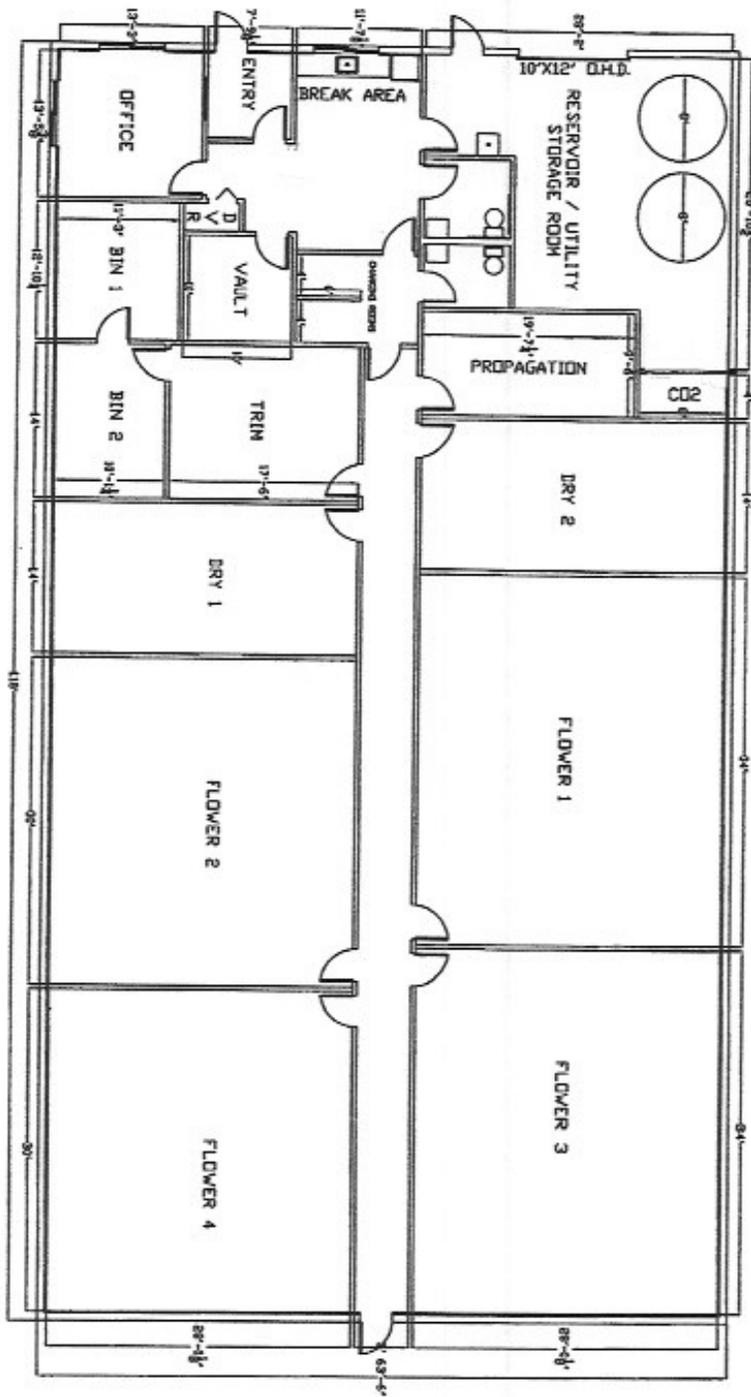
**Plan to Comply with Additional Operational Requirements for Indoor Marijuana Cultivation Policy: Compliance with Additional Operational Requirements for Marijuana Cultivators**

Pursuant to 935 CMR 500.120, Morning Dew will comply with the mandated additional operational requirements for Marijuana Cultivators.

See the separate document entitled *Procedures for Cultivating*, which has been submitted with the Company's application for provisional licensure from the CCC.

Appendices

Morning Dew LLC  
Proposed building plan  
47 Daniel Shays Highway, Orange, MA, 01364



## Sources Cited

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- <sup>xvii</sup> 2020 | Published July 23, 2020, Jacques Santucci, "The Resilience of the Massachusetts Adult-Use Marijuana  
 Market," Cannabis Business Executive - Cannabis and Marijuana Industry News, July 23, 2020,  
<https://www.cannabisbusinessexecutive.com/2020/07/the-resilience-of-the-massachusetts-adult-use-marijuana-market/>.

## **Morning Dew LLC**

### **Plan for Obtaining Liability Insurance**

Morning Dew, LLC (the "Company") will work with Kimball-Cooke Inc., an insurance agency licensed in the Commonwealth of Massachusetts, to obtain insurance that meets the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company 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 the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the "Liability Insurance Escrow Account") 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 the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company's Recordkeeping Policies and Procedures.

If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company 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.

<b>INSTRUCTIONS:</b> 1. All applicants must complete the relevant sections of this application in accordance with the specific coverage being requested. 2. Answer all questions completely. Attach extra sheets as required. 3. Application must be signed and dated by the owner, partner, or officer no earlier than 90 days before the proposed effective date of coverage. 4. Read the statements at the end of this application carefully.	<b>ADDITIONAL INFORMATION REQUIRED FOR THIS SUBMISSION:</b> • License to operate (if pending, submit upon approval and receipt) • Security procedures plan • Attach loss runs or check box if none <input checked="" type="checkbox"/>
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## SECTION 1 – GENERAL INFORMATION

Applicant Name: Morning Dew LLC DBA: \_\_\_\_\_  
 Address: 375 Pinedale Rd City: Athol State: MA ZIP Code: 01331  
 Website: \_\_\_\_\_ Phone: 978-501-7134 Email: lkaltnermorningdew@gmail.com  
 Inspection Contact (email and phone number): Lori Kaltner lkaltnermorningdew@gmail.com 978-501-7134 Year business started: 2021  
 Type of enterprise (check all that apply):  
 Individual  Corporation  Partnership  LLC  Joint Venture  For-Profit  
 Not-for-Profit  Proprietorship  Other (describe): Realty Trust owns building  
 Is the applicant a member of any cannabis/marijuana trade associations?  Yes  No  
 If "Yes," what organizations (check all that apply):  CCSE  NORML-NBN  NCIA  CCIA  Other (describe): \_\_\_\_\_  
 What experience does the applicant have in operating a cannabis business and/or managing a commercial business? 30  
 Description of product use:  Recreational  Medicinal  Both  
 Business operations (check all that apply):  Grower/Cultivator  Processor  Manufacturer  Wholesaler  Recreational (retail)  
 Medical (dispensary)  Testing Lab  Building Owner  School  Other (describe): \_\_\_\_\_  
 List of subsidiaries and their operations: n/a  
 Is the applicant in compliance with all local and state laws regarding the growth, manufacture, and control and dispensing of cannabis or products containing cannabis?  Yes  No

## SECTION 2 – INSURANCE INFORMATION (indicate desired coverages below and complete relevant portions of this application)

**COVERAGES:**  Commercial Property  Commercial General Liability (Excluding Products)  Products Liability

## SECTION 3 – PREMISES INFORMATION (complete for each location/building)

**Location/Building #: 1/1**  
 1. Description of business operation(s) at this location:  
 Cultivation/Growing  Processor of Marijuana  Manufacturer of Marijuana-Containing Products  Recreational Marijuana (Retail Shop)  
 Medical Marijuana (Dispensary)  Marijuana Testing Lab  Other (describe): \_\_\_\_\_  
 Describe the type of crime area where the applicant's premises is located:  Low  Moderate  High  
 Describe the area where the business is located:  Commercial  Industrial  Agricultural  Residential  
 2. Hours of operation: 8-4:30 Mon-Sat; 9-1 Sunday  
 3. Square footage of building occupied by the applicant: 7490  
 4. Does the applicant occupy the entire building?  Yes  No If "No," are there connecting doors to adjacent units?  Yes  No  
 If "Yes," how are the connecting doors secured (e.g. deadbolts, alarms, etc.)? \_\_\_\_\_  
 5. Is the nature of the business advertised on the outside of the building?  Yes  No  
 6. Does anyone live on the premises?  Yes  No If "Yes," describe the occupancy: \_\_\_\_\_  
 7. Are there any animals on the premises?  Yes  No If "Yes," describe: \_\_\_\_\_  
 8. Which of the following security measure are utilized? Check all that apply.  
 Central Station Burglar Alarm  Exterior Video Cameras  Interior Video Cameras  Interior Motion Detectors  Gated Windows  
 Security Guards – Armed  Security Guards – Unarmed  Door Greeter/ID Checker  Gated Doors  
 Hold-Up Button/Panic Button  Safe or Vault  Fencing  Buzz-In System  
 9. Are all security measures fully operational during non-business hours?  Yes  No  
 If "No," specify which ones are not fully operational: \_\_\_\_\_  
 10. Are there any traps that are used for security at the premises?  Yes  No  
 If "Yes," provide details: Man trap at main entrance to building which only will access the office, breakroom, baths and changing room  
 11. If guards or greeters are used, are they employees?  Yes  No

- If "No," do independent contractors acting as security guards or greeters/ID checkers carry their own insurance and name the applicant as an additional insured?  Yes  No
12. Does the applicant get certificates of insurance evidencing limits of insurance coverage and additional insured status for the applicant?  Yes  No  
What limits do the applicant require the independent contractors to carry? 1,000,000
13. Are there any firearms on the premises (including any firearms carried by security guards)?  Yes  No  
If "Yes," describe: \_\_\_\_\_
14. Does the applicant have a written plan or manual describing security procedures, including what to do in the event of a robbery or other crime?  Yes  No
15. Are employees instructed to cooperate and obey the robber's instructions and not to resist?  Yes  No
16. Is there any cannabis or cannabis product consumption allowed on the premises?  Yes  No  
If "Yes," provide details: \_\_\_\_\_

Location/Building #:      /     

17. Description of business operation(s) at this location:  
 Cultivation/Growing     Processor of Marijuana     Manufacturer of Marijuana-Containing Products     Recreational Marijuana (Retail Shop)  
 Medical Marijuana (Dispensary)     Marijuana Testing Lab     Other (describe): \_\_\_\_\_
- Describe the type of crime area where the applicant's premises is located:  Low     Moderate     High
- Describe the area where the business is located:  Commercial     Industrial     Agricultural     Residential
18. Hours of operation: \_\_\_\_\_
19. Square footage of building occupied by the applicant: \_\_\_\_\_
20. Does the applicant occupy the entire building?  Yes  No    If "No," are there connecting doors to adjacent units?  Yes  No  
If "Yes," how are the connecting doors secured (e.g. deadbolts, alarms, etc.)? \_\_\_\_\_
21. Is the nature of the business advertised on the outside of the building?  Yes  No
22. Does anyone live on the premises?  Yes  No    If "Yes," describe the occupancy: \_\_\_\_\_
23. Are there any animals on the premises?  Yes  No    If "Yes," describe: \_\_\_\_\_
24. Which of the following security measure are utilized? Check all that apply.  
 Central Station Burglar Alarm     Exterior Video Cameras     Interior Video Cameras     Interior Motion Detectors     Gated Windows  
 Security Guards - Armed     Security Guards - Unarmed     Door Greeter/ID Checker     Gated Doors  
 Hold-Up Button/Panic Button     Safe or Vault     Fencing     Buzz-In System
25. Are all security measures fully operational during non-business hours?  Yes  No  
If "No," specify which ones are not fully operational: \_\_\_\_\_
26. Are there any traps that are used for security at the premises?  Yes  No  
If "Yes," provide details: \_\_\_\_\_
27. If guards or greeters are used, are they employees?  Yes  No  
If "No," do independent contractors acting as security guards or greeters/ID checkers carry their own insurance and name the applicant as an additional insured?  Yes  No
28. Does the applicant get certificates of insurance evidencing limits of insurance coverage and additional insured status for the applicant?  Yes  No  
What limits do the applicant require the independent contractors to carry? \_\_\_\_\_
29. Are there any firearms on the premises (including any firearms carried by security guards)?  Yes  No  
If "Yes," describe: \_\_\_\_\_
30. Does the applicant have a written plan or manual describing security procedures, including what to do in the event of a robbery or other crime?  Yes  No
31. Are employees instructed to cooperate and obey the robber's instructions and not to resist?  Yes  No
32. Is there any cannabis or cannabis product consumption allowed on the premises?  Yes  No  
If "Yes," provide details: \_\_\_\_\_

Location/Building #:      /     

33. Description of business operation(s) at this location:  
 Cultivation/Growing     Processor of Marijuana     Manufacturer of Marijuana-Containing Products     Recreational Marijuana (Retail Shop)  
 Medical Marijuana (Dispensary)     Marijuana Testing Lab     Other (describe): \_\_\_\_\_
- Describe the type of crime area where the applicant's premises is located:  Low     Moderate     High
- Describe the area where the business is located:  Commercial     Industrial     Agricultural     Residential
34. Hours of operation: \_\_\_\_\_
35. Square footage of building occupied by the applicant: \_\_\_\_\_
36. Does the applicant occupy the entire building?  Yes  No    If "No," are there connecting doors to adjacent units?  Yes  No  
If "Yes," how are the connecting doors secured (e.g. deadbolts, alarms, etc.)? \_\_\_\_\_
37. Is the nature of the business advertised on the outside of the building?  Yes  No
38. Does anyone live on the premises?  Yes  No    If "Yes," describe the occupancy: \_\_\_\_\_
39. Are there any animals on the premises?  Yes  No    If "Yes," describe: \_\_\_\_\_
40. Which of the following security measure are utilized? Check all that apply.  
 Central Station Burglar Alarm     Exterior Video Cameras     Interior Video Cameras     Interior Motion Detectors     Gated Windows  
 Security Guards - Armed     Security Guards - Unarmed     Door Greeter/ID Checker     Gated Doors  
 Hold-Up Button/Panic Button     Safe or Vault     Fencing     Buzz-In System
41. Are all security measures fully operational during non-business hours?  Yes  No  
If "No," specify which ones are not fully operational: \_\_\_\_\_
42. Are there any traps that are used for security at the premises?  Yes  No  
If "Yes," provide details: \_\_\_\_\_
43. If guards or greeters are used, are they employees?  Yes  No  
If "No," do independent contractors acting as security guards or greeters/ID checkers carry their own insurance and name the applicant as an additional insured?  Yes  No

44. Does the applicant get certificates of insurance evidencing limits of insurance coverage and additional insured status for the applicant?  Yes  No  
 What limits do the applicant require the independent contractors to carry? \_\_\_\_\_
45. Are there any firearms on the premises (including any firearms carried by security guards)?  Yes  No  
 If "Yes," describe: \_\_\_\_\_
46. Does the applicant have a written plan or manual describing security procedures, including what to do in the event of a robbery or other crime?  Yes  No
47. Are employees instructed to cooperate and obey the robber's instructions and not to resist?  Yes  No
48. Is there any cannabis or cannabis product consumption allowed on the premises?  Yes  No  
 If "Yes," provide details: \_\_\_\_\_

**SECTION 4 - OPERATIONS (provide the following information on a gross receipts basis unless indicated)**

	Previous 12 Months	Projected Next 12 Months
Medical marijuana (e.g. leaves, bud, flower, and trim)	\$	\$0
Infused medical marijuana edible products containing THC or other active cannabinoids (e.g. baked goods, candies, other food or drink items, tinctures, capsules, etc.)	\$	\$ 0
Annual gross receipts from topical medical marijuana products containing THC or other active cannabinoids (e.g. oils, creams, lotions, etc.)	\$	\$ 0
Medical marijuana oil cartridges or medical marijuana concentrates intended to be used with vaporizers or vapor pens	\$	\$ 0
Medical marijuana concentrates not intended for use in vaporizing devices	\$	\$ 0
<b>Total Medical Marijuana &amp; Medical Marijuana-Containing Products:</b>	\$	\$0
Recreational marijuana (e.g. leaves, bud, flower, and trim)	\$	\$2,315mil
Infused medical marijuana edible products containing THC or other active cannabinoids (e.g. baked goods, candies, other food or drink items, tinctures, capsules, etc.)	\$	\$ 0
Topical medical marijuana products containing THC or other active cannabinoids (e.g. oils, creams, lotions, etc.)	\$	\$ 0
Medical marijuana oil cartridges or medical marijuana concentrates intended to be used with vaporizers or vapor pens	\$	\$ 0
Medical marijuana concentrates not intended for use in vaporizing devices	\$	\$ 0
<b>Total Recreational Marijuana &amp; Medical Marijuana-Containing Products:</b>	\$	\$2,315 mil
Vaporizing devices, including room vaporizers and vapor pens	\$	\$0
Smoking accessory sales (e.g. pipes, rolling papers, or other non-vaporizer type smoking products)	\$	\$0
Sales of other goods (e.g. hemp clothing, non-THC containing hemp protein, non-THC containing hemp-based lotions or oils, etc.)	\$	\$0
Sales of nutritional supplements	\$	\$0
Other	\$	\$0
<b>Total Revenues (all products and services):</b>	\$	\$2,315 mi
<b>Total Number of Patient Contacts:</b>		0
<b>Total Payroll:</b>	\$	\$300,000

*New Biz 2021*

**SECTION 5 - PROPERTY COVERAGE (complete for each location/building)**

Location/Building #: 1/1

1. How many buildings/structures at this location: 1
2. Physical Address: 47 Daniel Shays Hwy, Orange MA 01364  
 Subject of Insurance Amount: 600,000 Deductible: 2,500
3. Is this location open and fully operational?  Yes  No If "No," when will it be open and fully operational? summer 2021?
4. What are the operations at this building only:  Manufacturer  Processor  Indoor Grow  Outdoor Grow (no structure)  
 Retail  Dispensary  Lab  Delivery  Other (describe): \_\_\_\_\_
5. Is oil extraction done at this location?  Yes  No If "Yes," what method is used (CO2, Butane, Propane, etc.): \_\_\_\_\_

**BUILDING INFORMATION:**

Year built: 2021	Square footage: 7490	For buildings over 20 years of age, list the year updated:	Roof	Plumbing	Electrical	HVAC
Number of stories: 1	Protection class: 5	Fire sprinklers? If "Yes," what percent of building?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	%	
Distance to hydrant: 300	Distance to fire station: 3.5 mile					
Construction type (frame, masonry, glass, etc.): metal	Building owned by applicant?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," complete RENOVATIONS below.			

**RENOVATION DETAILS (complete if applicant owns the building):**

- Is building currently undergoing repairs, construction, renovations, etc.?  Yes  No
- Total estimated value of the renovations: \_\_\_\_\_ In what stage are the current renovations? \_\_\_\_\_ Expected completion date? \_\_\_\_\_
- Is there currently a builder's risk policy?  Yes  No If "Yes," provide certificate: \_\_\_\_\_

**PROPERTY INFORMATION:**

6. Is there an approved safe or vault on premises meeting the minimum requirements below? If "Yes," complete SAFE/VAULT DETAILS below. ....  Yes  No  
**SAFE/VAULT DETAILS:** (minimum requirements: 800 lbs. with 1-hour fire rating, under 2,000 lbs. must be bolted to the ground)  
 Does applicant use the safe/vault to store finished stock?  Yes  No
7. Is there a vacuum oven, centrifuge, distillation column, and/or rotary evaporator in the building?  Yes  No  
 If "Yes," provide manufacturer, model number, replacement cost, and motor's HP for each: \_\_\_\_\_

8. Is there an electrical back-up system?  Yes  No

**PROPERTY COVERAGE LIMITS** for the location listed above:

Building Coverage	\$600,000	<input type="checkbox"/> Triple Net Lease <input checked="" type="checkbox"/> Applicant Owns Building  <b>*Completed Stock</b> is defined as manufactured products ready for sale or packaged and sealed inventory containing marijuana buds and/or its derivatives. No harvested or growing plants fall under this category.  <b>**Goods in Process</b> is defined as cannabis buds and flowers that have been harvested and are in the curing phase of production. No stock, crop, or growing plants fall under this category.
Loss of Income	\$ # of Months Covered:	
Business Personal Property	\$10,000	
Property in Transit (transported via applicant's owned or leased vehicles)	\$0	
Deductible	\$2500	
Indoor Grow Equipment	\$160,000	
Outdoor Grow Equipment	\$	
Tenants Improvements	\$	
Completed Stock*	\$1,150,000	
Goods in Process**	\$1,150,000	

**PROPERTY IN TRANSIT** (no coverage for interstate transportation):

9. Does the applicant deliver/ship marijuana products?  Yes  No If "Yes," answer the following:
- Is the product delivered/shipped across state lines?  Yes  No
- Is the product delivered/shipped to residential households or commercial establishments? \_\_\_\_\_
- Are deliveries/shipments done via the applicant's owned or leased vehicles or a common carrier? \_\_\_\_\_
- If the applicant's owned or leased vehicles are used, describe delivery points/locations and preventative actions in place to help eliminate or reduce losses: \_\_\_\_\_
- If a common carrier is used, does the applicant obtain certificates of insurance evidencing limits of insurance coverage and additional insured status in favor of the applicant?  Yes  No
- What limits do the applicant require the independent contractors to carry? \_\_\_\_\_

**CROP COVERAGE INFORMATION** (no coverage for plants grown outdoors):

Crop Coverage Limits	Definition of Stage in Days	Per Plant Value	# of Plants	Total Property Coverage Amount
Clones/Pre-Vegetative Plants	Planted Day 1 to 13	\$7 per plant	3000	\$21,000
Vegetative Plants	Day 14 to 30	\$25 per plant	2950	\$73,750
Pre-Flowering Plants	Day 31 to 60	\$65 per plant	2500	\$162,500
Flowering Plants	Day 61 to Harvest	\$150 per plant	2500	\$375,000
Harvested Plants	After Harvest	\$250 per plant	2500	\$625,000
Mother Plants/Clone Producers	N/A	\$800 per plant	10	\$8,000
Unplanted or Germinating Seeds		Replacement Cost of Seed Value	40	\$600

**Location/Building #:** /

10. How many buildings/structures at this location: \_\_\_\_\_
11. Physical Address: \_\_\_\_\_  
Subject of Insurance Amount: \_\_\_\_\_ Deductible: \_\_\_\_\_
12. Is this location open and fully operational?  Yes  No If "No," when will it be open and fully operational? \_\_\_\_\_
13. What are the operations at this building only:  Manufacturer  Processor  Indoor Grow  Outdoor Grow (no structure)  
 Retail  Dispensary  Lab  Delivery  Other (describe): \_\_\_\_\_
14. Is oil extraction done at this location?  Yes  No If "Yes," what method is used (CO2, Butane, Propane, etc.): \_\_\_\_\_

**BUILDING INFORMATION:**

Year built:	Square footage:	For buildings over 20 years of age, list the year updated:	Roof	Plumbing	Electrical	HVAC
Number of stories:	Protection class:					
Distance to hydrant:	Distance to fire station:	Fire sprinklers? If "Yes," what percent of building? <input type="checkbox"/> Yes <input type="checkbox"/> No %				
Construction type (frame, masonry, glass, etc.):	Building owned by applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," complete RENOVATIONS below.				

**RENOVATION DETAILS** (complete if applicant owns the building):

Is building currently undergoing repairs, construction, renovations, etc.? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Total estimated value of the renovations:	In what stage are the current renovations?	Expected completion date?
Is there currently a builder's risk policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," provide certificate.	

**PROPERTY INFORMATION:**

15. Is there an approved safe or vault on premises meeting the minimum requirements below? If "Yes," complete SAFE/VAULT DETAILS below.  Yes  No  
**SAFE/VAULT DETAILS:** (minimum requirements: 800 lbs. with 1-hour fire rating, under 2,000 lbs. must be bolted to the ground)  
 Does applicant use the safe/vault to store finished stock?  Yes  No
16. Is there a vacuum oven, centrifuge, distillation column, and/or rotary evaporator in the building?  Yes  No  
 If "Yes," provide manufacturer, model number, replacement cost, and motor's HP for each: \_\_\_\_\_
17. Is there an electrical back-up system?  Yes  No

**PROPERTY COVERAGE LIMITS** for the location listed above:

Building Coverage	\$	# of Months Covered:	<input type="checkbox"/> Triple Net Lease <input type="checkbox"/> Applicant Owns Building  *Completed Stock is defined as manufactured products ready for sale or packaged and sealed inventory containing marijuana buds and/or its derivatives. No harvested or growing plants fall under this category.  **Goods in Process is defined as cannabis buds and flowers that have been harvested and are in the curing phase of production. No stock, crop, or growing plants fall under this category.
Loss of Income	\$		
Business Personal Property	\$		
Property in Transit (transported via applicant's owned or leased vehicles)	\$		
Deductible	\$		
Indoor Grow Equipment	\$		
Outdoor Grow Equipment	\$		
Tenants Improvements	\$		
Completed Stock*	\$		
Goods in Process**	\$		

**PROPERTY IN TRANSIT** (no coverage for interstate transportation):

18. Does the applicant deliver/ship marijuana products?  Yes  No If "Yes," answer the following:  
 Is the product delivered/shipped across state lines?  Yes  No  
 Is the product delivered/shipped to residential households or commercial establishments? \_\_\_\_\_  
 Are deliveries/shipments done via the applicant's owned or leased vehicles or a common carrier? \_\_\_\_\_  
 If the applicant's owned or leased vehicles are used, describe delivery points/locations and preventative actions in place to help eliminate or reduce losses: \_\_\_\_\_  
 If a common carrier is used, does the applicant obtain certificates of insurance evidencing limits of insurance coverage and additional insured status in favor of the applicant?  Yes  No  
 What limits do the applicant require the independent contractors to carry? \_\_\_\_\_

**CROP COVERAGE INFORMATION** (no coverage for plants grown outdoors):

Crop Coverage Limits	Definition of Stage in Days	Per Plant Value	# of Plants	Total Property Coverage Amount
Clones/Pre-Vegetative Plants	Planted Day 1 to 13	\$7 per plant		\$
Vegetative Plants	Day 14 to 30	\$25 per plant		\$
Pre-Flowering Plants	Day 31 to 60	\$65 per plant		\$
Flowering Plants	Day 61 to Harvest	\$150 per plant		\$
Harvested Plants	After Harvest	\$250 per plant		\$
Mother Plants/Clone Producers	N/A	\$800 per plant		\$
Unplanted or Germinating Seeds		Replacement Cost of Seed Value		\$

**Location/Building #:** /

19. How many buildings/structures at this location: \_\_\_\_\_
20. Physical Address: \_\_\_\_\_  
 Subject of Insurance Amount: \_\_\_\_\_ Deductible: \_\_\_\_\_
21. Is this location open and fully operational?  Yes  No If "No," when will it be open and fully operational? \_\_\_\_\_
22. What are the operations at this building only:  Manufacturer  Processor  Indoor Grow  Outdoor Grow (no structure)  
 Retail  Dispensary  Lab  Delivery  Other (describe): \_\_\_\_\_
23. Is oil extraction done at this location?  Yes  No If "Yes," what method is used (CO2, Butane, Propane, etc.): \_\_\_\_\_

**BUILDING INFORMATION:**

Year built:	Square footage:	For buildings over 20 years of age, list the year updated:	Roof	Plumbing	Electrical	HVAC
Number of stories:	Protection class:					
Distance to hydrant:	Distance to fire station:	Fire sprinklers? If "Yes," what percent of building?	<input type="checkbox"/> Yes <input type="checkbox"/> No	% _____		
Construction type (frame, masonry, glass, etc.):	Building owned by applicant?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," complete RENOVATIONS below.			

**RENOVATION DETAILS** (complete if applicant owns the building):

Is building currently undergoing repairs, construction, renovations, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total estimated value of the renovations:	In what stage are the current renovations? _____
Is there currently a builder's risk policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," provide certificate. _____
Expected completion date? _____	

**PROPERTY INFORMATION:**

24. Is there an approved safe or vault on premises meeting the minimum requirements below? If "Yes," complete SAFEVAULT DETAILS below.  Yes  No  
**SAFEVAULT DETAILS:** (minimum requirements: 800 lbs. with 1-hour fire rating, under 2,000 lbs. must be bolted to the ground)  
 Does applicant use the safe/vault to store finished stock?  Yes  No
25. Is there a vacuum oven, centrifuge, distillation column, and/or rotary evaporator in the building?  Yes  No  
 If "Yes," provide manufacturer, model number, replacement cost, and motor's HP for each: \_\_\_\_\_
26. Is there an electrical back-up system?  Yes  No

**PROPERTY COVERAGE LIMITS** for the location listed above:

Building Coverage	\$	# of Months Covered:	<input type="checkbox"/> Triple Net Lease <input type="checkbox"/> Applicant Owns Building
Loss of Income	\$		
Business Personal Property	\$		<p>*Completed Stock is defined as manufactured products ready for sale or packaged and sealed inventory containing marijuana buds and/or its derivatives. No harvested or growing plants fall under this category.</p> <p>**Goods in Process is defined as cannabis buds and flowers that have been harvested and are in the curing phase of production. No stock, crop, or growing plants fall under this category.</p>
Property in Transit (transported via applicant's owned or leased vehicles)	\$		
Deductible	\$		
Indoor Grow Equipment	\$		
Outdoor Grow Equipment	\$		
Tenants Improvements	\$		
Completed Stock*	\$		
Goods in Process**	\$		

**PROPERTY IN TRANSIT** (no coverage for interstate transportation):

27. Does the applicant deliver/ship marijuana products?  Yes  No If "Yes," answer the following:
- Is the product delivered/shipped across state lines?  Yes  No
- Is the product delivered/shipped to residential households or commercial establishments? \_\_\_\_\_
- Are deliveries/shipments done via the applicant's owned or leased vehicles or a common carrier? \_\_\_\_\_
- If the applicant's owned or leased vehicles are used, describe delivery points/locations and preventative actions in place to help eliminate or reduce losses: \_\_\_\_\_
- If a common carrier is used, does the applicant obtain certificates of insurance evidencing limits of insurance coverage and additional insured status in favor of the applicant?  Yes  No
- What limits do the applicant require the independent contractors to carry? \_\_\_\_\_

**CROP COVERAGE INFORMATION** (no coverage for plants grown outdoors):

Crop Coverage Limits	Definition of Stage in Days	Per Plant Value	# of Plants	Total Property Coverage Amount
Clones/Pre-Vegetative Plants	Planted Day 1 to 13	\$7 per plant		\$
Vegetative Plants	Day 14 to 30	\$25 per plant		\$
Pre-Flowering Plants	Day 31 to 60	\$65 per plant		\$
Flowering Plants	Day 61 to Harvest	\$150 per plant		\$
Harvested Plants	After Harvest	\$250 per plant		\$
Mother Plants/Clone Producers	N/A	\$800 per plant		\$
Unplanted or Germinating Seeds		Replacement Cost of Seed Value		\$

**SECTION 6 - LIABILITY COVERAGE** (complete all applicable sections)

General Aggregate:	\$2,000,000	Each Occurrence:	\$1,000,000
Products & Completed Operations Aggregate:	\$2,000,000	Damage To Rented Premises (each occurrence):	\$100,000
Personal & Advertising Injury:	\$1,000,000	Medical Expense (any one person):	\$10,000

**PREMISES LIABILITY:**  OCCURRENCE  CLAIMS MADE\*

Proposed Retroactive Date: \_\_\_\_\_ Entry Date into Uninterrupted Claims Made Coverage: \_\_\_\_\_

Has any product, work, or location been excluded, uninsured, or self-insured from any previous coverage?  Yes  No

Was tail coverage purchased under any previous policy?  Yes  No Are you aware of any incidents that could give rise to a claim?  Yes  No

\*If CLAIMS MADE is selected, provide a copy of your current declaration page.

**PRODUCTS LIABILITY: (CLAIMS MADE ONLY\*)**

Proposed Retroactive Date: TBD Entry Date into Uninterrupted Claims Made Coverage: \_\_\_\_\_

Has any product, work, or location been excluded, uninsured, or self-insured from any previous coverage?  Yes  No

Was tail coverage purchased under any previous policy?  Yes  No Are you aware of any incidents that could give rise to a claim?  Yes  No

\*Provide a copy of your current declaration page.

**PART A – DISPENSARY/RETAIL INFORMATION**

- Are there any employed professional(s) (e.g. physicians or pharmacists)?  Yes  No  
If "Yes," do the employed professional(s) carry their own separate professional liability insurance?  Yes  No
- How much inventory is displayed to customers?  0-5%  6-10%  11-25%  Greater than 25%
- Does applicant maintain a ledger with a record of the quantity of marijuana or marijuana-containing products dispensed in each transaction, the type and source of the marijuana dispensed, the total amount paid by the customer for all goods and services provided, and the date and time dispensed?  Yes  No
- Does applicant grow medical or recreational marijuana, or any other cannabis plants on premises?  Yes  No  
If "Yes," complete PART B – GROWING FACILITY INFORMATION.
- Are any marijuana-containing products manufactured, mixed, labeled, or relabeled by the applicant, including marijuana-infused baked goods or candies, infused oils or lotions, other food products, or smoking accessories?  Yes  No  
If "Yes," complete PART C – MANUFACTURING & PROCESSING OPERATIONS.
- Do any products, ingredients, or components originate from outside of the United States?  Yes  No  
If "Yes": a. Specify what products are imported and the countries of origin: \_\_\_\_\_  
b. Are imported products and components tested for contamination and verification that they match what was ordered?  Yes  No
- For products that applicant does not produce or manufacture, does applicant obtain Certificate of Insurance (COIs) evidencing product coverage and additional insured status from all US-based manufacturers or suppliers?  Yes  No
- Does the applicant use a third party testing laboratory to test their marijuana and marijuana-containing products?  Yes  No  
If "Yes," do all testing reports received from this laboratory indicate the following? Check all that apply.  
 Products are not contaminated with pesticides  Products are not contaminated by bacteria  
 Products are not contaminated by mold/fungus  Products are not contaminated by mycotoxins  
 Products are not contaminated by heavy metals  Products are not contaminated by residual solvents  
 Cannabinoid profiles (e.g. THCA, delta8-THC, CBDA, CBD, CBG, CBN, etc.)  Cannabinoid dosage per serving (milligrams per serving for each cannabinoid)  
 Terpene profiles  
 If "No," describe how the applicant ensures product purity: \_\_\_\_\_

**PART B – GROWING FACILITY INFORMATION**

- Where are the marijuana cultivation areas located?  Indoors  Outdoors  Greenhouse  
If outdoors, provide the approximate size of the growing area in acres: \_\_\_\_\_
- If cultivation areas are located outdoors, does a fence surround the cultivation areas?  Yes  No  
If "Yes," answer the following:  
 a. Describe the fence (e.g. height, material used, electrified, etc.): \_\_\_\_\_  
 b. If electrified fencing, barbed wire, or razor wire is used, are there warning signs on property?  Yes  No  
 c. Is the fenced-in area locked at all times?  Yes  No  
 d. Are there locked gates at all entrances to the property and/or growing area?  Yes  No
- If cultivation areas are located in a greenhouse, will the greenhouse be fully enclosed with locking doors?  Yes  No  
If "No," describe how the greenhouse is secured to prevent unauthorized entry: \_\_\_\_\_  
 e. Is the greenhouse constructed of polycarbonate or impact resistant glass panels secured to a permanent foundation?  Yes  No  
If "No," describe the construction materials: metal w/grow lights indoors
- What is the maximum number of plants on the premises at any one time: 13,450
- Are any marijuana-containing products manufactured, mixed, labeled, or relabeled by the applicant, including marijuana-infused baked goods or candies, infused oils or lotions, other food products, or smoking accessories?  Yes  No  
If "Yes," complete PART C – MANUFACTURING & PROCESSING OPERATIONS.
- Does applicant use a third party testing laboratory to test their marijuana and marijuana-containing products?  Yes  No  
If "Yes," do all testing reports received from this laboratory indicate the following? Check all that apply.  
 Products are not contaminated with pesticides  Products are not contaminated by bacteria  
 Products are not contaminated by mold/fungus  Products are not contaminated by mycotoxins  
 Products are not contaminated by heavy metals  Products are not contaminated by residual solvents  
 Cannabinoid profiles (e.g. THCA, delta8-THC, CBDA, CBD, CBG, CBN, etc.)  Cannabinoid dosage per serving (milligrams per serving for each cannabinoid)  
 Terpene profiles  
 If "No," describe how the applicant ensures product purity: \_\_\_\_\_

**PART C – MANUFACTURING & PROCESSING OPERATIONS**

- Supply a complete list of products manufactured or processed by applicant: \_\_\_\_\_
- Are manufacturing and processing facilities located:  Indoors  Outdoors  
If outdoors, provide the approximate size of the processing area in acres: \_\_\_\_\_
- For products that applicant does not produce, does applicant obtain certificates of analysis (COAs) evidencing that product testing was performed by the original manufacturer or by the insured's direct supplier?  Yes  No
- Will your operation(s) include the extraction of cannabis oils or the manufacturing of any concentrates?  Yes  No  
If "Yes," answer the following:  
 a. What extraction or manufacturing method will the applicant utilize: \_\_\_\_\_

- b. If applicant will use an extraction method that utilizes pressurized or flammable materials, is the insured's production equipment or system certified or intended for this use?  Yes  No
- c. Is equipment installed, serviced, and repaired by a qualified, factory-trained technician?  Yes  No
- d. Are closed loop extraction systems installed?  Yes  No
- e. Is a formal checklist used to ensure equipment is operating in strict accordance of manufactures' specifications?  Yes  No
- f. Is a formal training program in place to ensure equipment is operated in strict accordance of manufactures' specifications?  Yes  No
- g. Will the oils or concentrates be distributed in bulk to other infused product manufacturers?  Yes  No
- h. Are any of the products (e.g. oils, shatter, hash, etc.) intended for use in vaporizing devices?  Yes  No  
If "Yes," which product(s): \_\_\_\_\_
- i. Are flammable liquids stored in UL or FM approved containers or stored in an approved cabinet of flammable liquids storage room?  Yes  No
- j. Are flammable gas cylinders stored in a segregated, secured location, and chained or secured with protective caps in place at all times?  Yes  No
- k. Are air monitors and alarm systems installed in all areas using flammable gasses?  Yes  No
5. Does the production of any of the products require open flame, frying, or other cooking methods? If "Yes," answer the following questions.  Yes  No
- a. Does establishment have a UL-300 compliant automatic fire suppression system with nozzles that extend over all cooking surfaces?  Yes  No
- b. What type of fire suppression system? \_\_\_\_\_
- c. Are hoods and flues inspected/cleaned by an outside service and tagged for verification of this?  Yes  No
- d. How often are the hoods and flues checked? \_\_\_\_\_
6. Does your cooking/frying equipment have an automatic gas/propane supply cutoff valve?  Yes  No
7. Does that applicant have a deep fat fryer with a high limit temperature switch?  Yes  No
8. Will the applicant's equipment be used and/or rented to others who are not the named insured?  Yes  No
9. Does the applicant actually produce the individually filled cartridges vapor pens? If "Yes," answer the following questions.  Yes  No
- a. Are the cartridges one size fits all or are they only compatible with a particular brand: \_\_\_\_\_  
If only compatible with a particular brand, which brand: \_\_\_\_\_
- b. Submit a copy of the insured's label and packaging for the cartridges evidencing warnings and disclaimers with this application.
10. Are all marijuana and marijuana-containing products manufactured and distributed by the applicant sold in childproof packaging or containers?  Yes  No
11. Has applicant consulted with an attorney to determine their labeling includes any warnings, disclaimers, notifications of contraindications, listing of ingredients, and meets all state and local requirements? If "No," answer the following questions.  Yes  No
- a. Does labeling contain warning to keep product away from children and pets?  Yes  No
- b. Does labeling contain warning that the product contains intoxicating materials (i.e. marijuana) and users should not drive or operate heavy machinery after consumption?  Yes  No
- c. Does labeling meet state standards (if any) for being packaged in a way that does not appeal to children?  Yes  No
- d. What steps has the applicant taken to ensure that packaging and labeling meets state and local requirements: \_\_\_\_\_
12. Do any products, ingredients, or components originate from outside of the United States? If "Yes," answer the following questions.  Yes  No
- a. Specify what products are imported and the countries of origin: \_\_\_\_\_
- b. Are imported products and components tested for contamination and verification that they match what was ordered?  Yes  No
13. For products that applicant does not produce or manufacture, does applicant obtain certificates of insurance (COIs) evidencing product coverage with limits of at least \$1,000,000 and additional insured status from all US-based manufacturers or suppliers?  Yes  No
14. Does applicant use a third party testing laboratory to test their marijuana and marijuana-containing products?  Yes  No  
If "Yes," do all testing reports received from this laboratory indicate the following? Check all that apply.
- |   |   |
|---|---|
| <input type="checkbox"/> Products are not contaminated with pesticides                                | <input type="checkbox"/> Products are not contaminated by bacteria          |
| <input type="checkbox"/> Products are not contaminated by mold/fungus                                 | <input type="checkbox"/> Products are not contaminated by mycotoxins        |
| <input type="checkbox"/> Products are not contaminated by heavy metals                                | <input type="checkbox"/> Products are not contaminated by residual solvents |
| <input type="checkbox"/> Cannabinoid profiles (e.g. THCA, delta8-THC, CBDA, CBD, CBG, CBN, etc.)      | <input type="checkbox"/> Terpene profiles                                   |
| <input type="checkbox"/> Cannabinoid dosage per serving (milligrams per serving for each cannabinoid) |   |
- If "No," describe how the applicant ensures product purity: \_\_\_\_\_
15. Does applicant have a written products recall plan?  Yes  No

**APPLICANT SIGNATURE**

Applicable in AL, AR, DC, LA, MD, NM, RI, and WV: Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT, AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

Applicant Name (Print): Lori Kaltner

Applicant Signature: Lori Kaltner

Date: 12/21/2020

Producer Name (Print): Bernice Smith, Kimball-Cooke Inc

Producer Signature: Bernice Smith

Date: 12/21/2020

## Morning Dew, LLC

### Quality Control and Testing Procedures

#### Quality Control and Contaminant Testing Procedures

##### Procedure: Quality Control & Testing

Quality control will be managed throughout every phase of production to yield a high-quality finished product that exceeds compliance with regulatory requirements. Finished cannabis product will be inspected and evaluated for quality in-house, in addition to undergoing testing conducted by Independent Testing Laboratories licensed by the CCC.

##### Procedure: Compliance with Requirements for Quality Control & Handling of Marijuana

Morning Dew will comply with the following requirements for the Handling of Marijuana:

1. A Marijuana Establishment authorized to process marijuana shall do so in a safe and sanitary manner. A Marijuana Establishment shall process the leaves and flowers of the female marijuana plant only, which shall be:
  - a. Well cured and generally free of seeds and stems;
  - b. Free of dirt, sand, debris, and other foreign matter;
  - c. Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - d. Prepared and handled on food-grade stainless steel tables; and
  - e. Packaged in a secure area.
2. All Marijuana Establishments, including those that develop or process non-edible marijuana products, shall comply with the following sanitary requirements:
  - a. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
  - b. Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
    - i. Maintaining adequate personal cleanliness; and
    - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
  - c. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
  - d. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
  - e. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
  - f. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
  - g. There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
  - h. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
  - i. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
  - j. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;
  - k. A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

- l. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  - m. A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  - n. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  - o. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  - p. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
3. All Marijuana Establishments, including those that develop or process edible marijuana products, shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

**Procedure: Compliance with Requirements for Quality Control & Testing**

Morning Dew will comply with the following requirements related to Testing:

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

In addition, Morning Dew will comply with the following requirements for Testing of Marijuana and Marijuana Products:

1. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.
2. A Marijuana Establishment shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Any such policy shall include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. The notification from the Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
3. A Marijuana Establishment shall maintain the results of all testing for no less than one year;
4. The sale of seeds is not subject to these testing provisions.
5. Clones are subject to these testing provisions, but are exempt from testing for metals.
6. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13).
7. All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11);
8. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly; and
9. No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160

**Procedures for Voluntary and Mandatory Recalls**

**Policy: Compliance with Requirements for Mandatory Recalls**

Morning Dew shall adequately handle any voluntary and mandatory recalls of marijuana due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective Marijuana from the market, as well as any action undertaken to promote public health and safety.

# Morning Dew, LLC

## Personnel Policies

### Personnel Policies and Procedures

In addition to the general Morning Dew employee policies (covering performance expectations; hiring, compensation, and benefit policies; workplace harassment policies; company observed holidays and inclement weather policies; and disciplinary action policies, among others) as outlined in the Morning Dew Employee Handbook (which is not included within the Morning Dew Business Plan or provisional licensure application, but which can be furnished upon request), all Morning Dew Agents must also abide by the following state-mandated Personnel Policies and Procedures:

### Employee Security Policies for Personal Safety and Crime Prevention

- Loitering on Morning Dew premises shall be prohibited. Prohibition of loitering shall be indicated with signage, monitored through on-site surveillance systems, and enforced by Morning Dew security personnel and/or law enforcement as necessary.
- Morning Dew shall limit access to company security measures such as combination numbers, passwords or electronic or biometric security systems, to specifically authorized and trusted personnel.
- Limited Access Areas shall be accessible only to specifically authorized personnel, and those personnel shall be limited to include only the minimum number of employees essential for efficient operation. Besides Morning Dew employees, access to Limited Access Areas shall be restricted to agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, Commission Delegees, and state and local Law Enforcement Authorities acting within their lawful jurisdictions, police and fire departments, and emergency medical services acting in the course of their official capacity.
- Morning Dew employees shall abide by company policies for safe cash handling and transportation to financial institutions to prevent theft, loss and associated risks to employee, customer, and public safety.
- Morning Dew employees shall visibly display an employee identification badge issued by Morning Dew at all times while on Premises or transporting Marijuana.
- All outside vendors, contractors and Visitors shall obtain a Visitor Identification Badge prior to entering a Limited Access Area and shall be escorted at all times by a Marijuana Establishment Agent authorized to enter the Limited Access Area. The Visitor Identification Badge shall be visibly displayed at all times while the Visitor is in any Limited Access Area. All Visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All Visitor Identification Badges shall be returned to the Marijuana Establishment on exit.
- Morning Dew's security system shall include a failure notification system that provides an audible, text or visual notification of any failure in the security system, providing an alert to designated employees within five minutes after the failure, either by telephone, email or text message.
- Morning Dew employees shall be trained to utilize a Silent Alarm connected the Town of Orange Police Department in the event of a holdup on premises or any other security emergency.
- Employee access to surveillance areas shall be limited to employees that are essential to surveillance operations.

### Staffing Plan and Record Policy

Policy: Compliance with Requirements for Staffing Plan and Staffing Records

Morning Dew's staffing plan and staffing records are provided below, in compliance with 935 CMR 500.105(9)(d):

#### Staffing Plan:

##### Regularly Accessible Business Hours

M-F 6am-10pm

S-S 6am-10pm

In the event of certain extenuating or unforeseen circumstances, Morning Dew agents may be permitted to access company Premises outside of these Regularly Accessible Business Hours, as long as such access is permitted by state and local laws and regulations, as well as by Morning Dew members and executives.

##### Safe Cultivation Conditions for Morning Dew Employees

See: Morning Dew's **Operational Plan for the Cultivation of Marijuana** for company policies and procedures that ensure safe cultivation conditions for employees.

## Hiring Plan

Morning Dew Members and Executives shall recruit qualified and suitable employees to fill Company positions as needed.

### Cultivation Staff – Phase 1

FT Director of Cultivation (1) Filled  
FT Cultivation Manager (1) Hire Needed  
FT Director of Facility Security & Sustainability (1) Filled  
FT Cultivation Tech (2) Hires Needed  
1099 Harvest Crew (5) Hires Needed  
PT Veg (1) Filled

### Administrative Staff – Phase 1

PT Sales, Marketing, Compliance, Metrc, HR (1) Filled  
PT Bookkeeping (1) Filled

### Cultivation Staff – Phase 2

FT Cultivation Lead Tech (1) Hire Needed  
FT Harvest Crew (5) Hires Needed  
Phase 1 Harvest Crew (5) Transition from 1099 to FT  
PT Veg (1) Hire Needed

## Policy for Maintaining Staff Personnel Records

Policy: Morning Dew agents must maintain personnel records as follows for all company staff:

1. Job descriptions for each employee position, as well as organizational charts consistent with the job descriptions
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment 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 cultivation conditions;
4. Personnel policies and procedures; and
5. **All background check reports obtained** in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

## Members and Executives

The following list must be made available on request by any individual. Morning Dew plans to fulfill this request by placing this required information on the Morning Dew website.

### Members

Lori Kaltner

### Executives

Patrick Kaltner  
Zachary Peele  
Tory Kaltner

## Management Personnel

On-site daily operations of Morning Dew's organization shall be managed by Director of Cultivation Zach Peele, who will direct production, staff, and facility operations; by Director of Facility Pat Kaltner who will oversee security, sustainability, and facility logistics; by CEO/CFO Lori Kaltner who will oversee finance, administration, and partner relations, and by COO Tory Kaltner, who will oversee compliance, scheduling, sales, and inventory management.

## **Descriptions of Management Personnel Roles**

### **Master Horticulturist and Director of Cultivation** (held by Zach Peele)

This position is responsible for:

- Managing the day-to-day operations of a large cannabis cultivation facility, establishing and implementing standard operating procedures and meeting production goals
- Managing and providing support for all cultivation agents, including scheduling, training, policy and procedure updates, industry news and regulatory bulletins, and production SOPs
- Researching techniques to expand knowledge of individual strains, high-yield recipes, and controlled stress environments
- Managing plant schedules to project all garden needs on a daily, weekly and monthly basis
- Delegating tasks among staff in order to maintain a compliant and clean facility
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000: Adult Use of Marijuana
- Training and leading staff in performing all the duties required to operate the facility, including but not limited to:
  - Maintaining cultivation warehouse protocols and nutrient regimen
  - Cataloguing and analyzing strains and individual plants from clone to harvest
  - Executing preventative maintenance to eliminate pests and pathogens
  - Maintaining a clean and organized work environment
  - Maintaining a software-controlled fertigation system
  - Producing safe quality marijuana for adult use
  - Helping to prevent, identify and react to all incidents
  - Assisting state and local government officials and law enforcement with inventory, sales, and compliance audits
  - Having a basic and updated knowledge of all garden operations
  - Having an understanding of all tools and equipment needed to run the cultivation facility
  - Implementing safety practices and considerations
  - Performing general facility maintenance and troubleshooting as necessary
  - Maintaining odor control measures, plant sprays, and feeding protocol
  - Supervising access to limited access areas

### **Cultivation Manager** (Hire Needed)

This position is responsible for:

- Assisting in the oversight of the cultivation facility including:
  - Staff management
  - Cleaning, upkeep and sanitation of the cultivation facility
  - Operations related to propagation, vegetation and flower
  - Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000: Adult Use of Marijuana

### **Director of Facility Security and Sustainability** (held by Pat Kaltner)

This position is responsible for:

- Supervising the security and logistical operations of the cultivation facility
- Establishing environmental sustainability objectives, and implementing standard operating procedures to help the company meet and exceed sustainability goals
- Overseeing the development of facility production capacity, including managing construction and on-site build-out processes
- Implementing and maintaining facility and personnel security protocols as required by the CCC and local jurisdictions

### **Cultivation Technicians: Flowering Rooms** (Hires Needed)

This position is responsible for:

- Maintaining cultivation warehouse protocols and nutrient regimen
- Cataloguing and analyzing strains and individual plants from flower room placement to harvest

- Executing preventative maintenance to eliminate pests and pathogens
- Maintaining a clean and organized work environment
- Maintaining a software-controlled fertigation control system
- Producing safe quality marijuana for adult use
- Helping to identify and react to all incidents
- Assisting state and local government officials and law enforcement with inventory, sales, and compliance audits
- Having a basic and updated knowledge of all garden operations
- Having an understanding of all tools and equipment needed to run the cultivation facility
- Implementing safety practices and considerations
- Performing general facility maintenance and troubleshooting as necessary
- Maintaining odor control measures, plant sprays, and feeding protocol
- Supervising access to limited access areas

### **Cultivation Harvest Crew/Trimmers (Hires Needed)**

This position is responsible for:

- Hand trimming flowers from plants in a quick and efficient manner while ensuring compliance with regulations
- Managing quality control such that high-quality cannabis is ready to leave the cultivation facility

### **Cultivation Technician: Veg Room (Hire Needed)**

This position is responsible for:

- Maintaining cultivation warehouse protocols and nutrient regimen
- Cataloguing and analyzing strains and individual plants from clone to flower room placement
- Executing preventative maintenance to eliminate pests and pathogens
- Maintaining a clean and organized work environment
- Maintaining a software-controlled fertigation control system
- Producing robust vegetative marijuana plants for flower room placement
- Helping to identify and react to all incidents
- Assisting state and local government officials and law enforcement with inventory, sales, and compliance audits
- Having a basic and updated knowledge of all garden operations
- Having an understanding of all tools and equipment needed to run the cultivation facility
- Implementing safety practices and considerations
- Performing general facility maintenance and troubleshooting as necessary
- Maintaining odor control measures, plant sprays, and feeding protocol
- Supervising access to limited access areas
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC

### **Inventory Control, Metrc Administrator and Compliance Manager (held by Tory Kaltner)**

This position is responsible for:

- Researching and interpreting regulatory compliance across the entire cannabis supply chain including cultivation, manufacturing and retail
- Ensuring facility, personnel, and operational compliance with state and local laws and regulatory requirements
- Overseeing product and environmental testing, product release and recall, and product labeling in accordance with state regulations and the organization's internal procedures and processes
- Ensuring projects start and finish on time
- Achieving sales, inventory, Diversity, and Social Impact plans
- Supervising daily, weekly, monthly, and annual compliance and inventory audits
- Managing personnel compliance training by scheduling regular Responsible Vendor Trainings and Metrc Advanced Training Webinars for staff
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000 Adult Use of Marijuana

## CEO/CFO and Bookkeeping (held by Lori Kaltner)

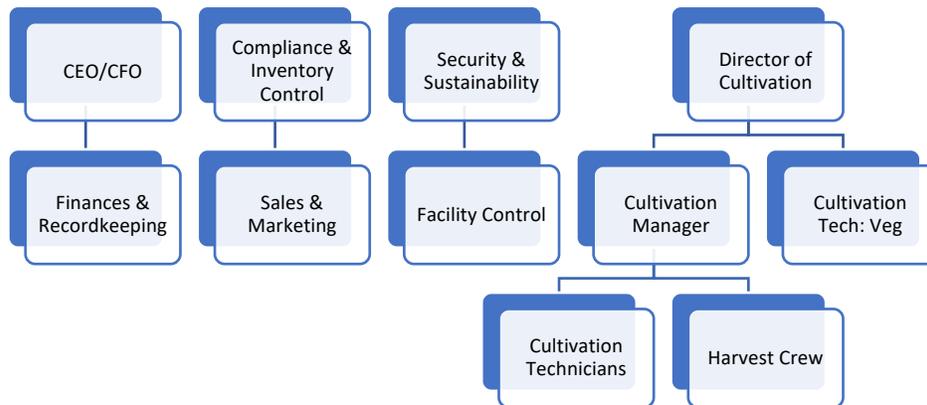
This position is responsible for:

- Developing long and short-range strategic objectives for the organization which include compliance objectives, budgets, business plans, expansion and policy management. This position is also responsible for the operation's profit & loss, and inventory management.
- Supervising daily cash flow reconciliation in collaboration with the Sales and Marketing team
- Managing, implementing, and updating personnel policies and procedures in accordance with workplace safety and CCC requirements
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000 Adult Use of Marijuana

## Sales and Marketing (held by Tory Kaltner)

This position is responsible for:

- Wholesaling cured cannabis to purchasers at licensed adult-use retailer Marijuana Establishments across Massachusetts
- Building rapport with wholesale customer accounts and servicing those accounts punctually and compliantly
- Developing and implementing marketing strategies to grow the sales of the company
- Developing and delivering sales reports to company executives to evaluate marketing strategy efficiency
- Adhering to recordkeeping requirements for Marijuana Cultivation Establishments as described by the CCC in 935 CMR 500.000 Adult Use of Marijuana



## Drug-Free Workplace Policy

### Policy: Morning Dew as an Alcohol, Smoke, and Drug-Free Workplace

Morning Dew is an alcohol, smoke, and drug-free workplace. Employees who are found to be in violation of this policy will be subject to disciplinary measures; repeat offenders will be dismissed from the company.

## Cash Handling Procedures

### Procedure: Compliance with Cash Handling and Transportation Requirements in Security Plan

Morning Dew employees shall comply with the requirements set forth in the Company's Security Plan for Cash Handling and Transportation.

### Procedure: Cash Storage on Premises

Morning Dew employees shall ensure that cash is securely stored on camera in the on-site, reinforced vault in compliance with all applicable laws and regulations.

### Procedure: Frequency of Cash Collection on Premises

Cash will be securely collected on-site and on camera by select Company Managers from licensed transporters as frequently as wholesale client invoices are paid, and cash collection will be documented in compliance with all applicable laws and regulations. Cash will then be securely collected on-site and on camera by an armored truck transporter in compliance with all applicable laws and regulations, for transport to financial institutions, as frequently as necessary to ensure security, best practices, and regulatory compliance.

### Procedure: Cash Transport from Premises to Financial Institutions

Morning Dew employees shall ensure that Company cash is securely collected on-site and on camera by an armored truck transporter in compliance with all applicable laws and regulations, for transport to the company's primary financial institution, GFA Federal Credit Union.

## **Requirements for Food Handlers**

Policy: All Morning Dew Agents whose jobs require contact with marijuana must follow the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

## **Confidential Information Policy**

Policy: Maintaining Confidentiality

Morning Dew will maintain confidentiality in recordkeeping and otherwise handling confidential information. Discussions about confidential information or records will take place in private and soundproof places. Confidential names or information will not be disclosed unless in private and relevant circumstances. Confidential documents and records will be locked and secured.

See also, "Recordkeeping Procedures".

## **Policy for Immediate Dismissal of Marijuana Establishment Agents**

Policy: Causes for Immediate Dismissal of Marijuana Establishment Agents

Morning Dew shall immediately dismiss any Marijuana Establishment Agent who has:

1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the 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 any Other Jurisdiction.

See also, the Morning Dew **Policy Requiring Suitability of Cultivation Agents**, included with the Company's *Operational Plan for the Cultivation of Marijuana*, which has been submitted separately within this application.

## **Workplace Safety Policy**

Policy: Workplace Safety Procedures Must be Followed At All Times

To promote workplace safety, consistent with the applicable standards set by the Occupational Safety and Health Administration (OSHA), all Morning Dew Agents are required to read, understand, and abide by this set of safety precautions as detailed in the following Workplace Safety Plans:

## **Emergency Disaster Plan**

In Case of Fire or Emergency, Morning Dew Employees Will Activate the Following Evacuation Procedure:

- Employees shall evacuate the premises in case of fire or other emergency and should use defined emergency escape route assignments to relocate to a predetermined safe refuge outdoor meeting area, as indicated on the Workplace Safety: Facility Floorplans included in the Morning Dew Employee Handbook
- Before evacuating, employees shall secure the facility by locking all doors and windows and activating the alarm system, if they are able to do so without risking their personal safety
- Evacuation routes and emergency exits shall be clearly marked and well lit, wide enough to accommodate the number of evacuating personnel, unobstructed and clear of debris at all times, and unlikely to expose evacuating personnel to additional hazards.
- After evacuation, the manager on duty shall account for all employees at the designated safe refuge outdoor meeting area and assess the need for on-site medical attention or for arranging an emergency rescue plan.

In Case of Fire or Emergency, Morning Dew Employees Will Activate the Following Emergency Contact Procedure:

- Call 911 to report a fire or other emergency
- Call Morning Dew Emergency Contacts, as listed in the Morning Dew Employee Handbook [by name, title, department, and telephone number] to report a fire or other emergency

In Case of Inventory Diversion, Theft, or Loss, Morning Dew Employees Will Activate the Following Emergency Procedure:

All product shall be secured and accounted for following any instance of diversion, theft or loss of Marijuana, and a security assessment shall be conducted to determine whether additional safeguards are necessary.

### **Plan to Identify and Address Biological Hazards**

Employees will be made aware of and trained to safely handle and operate any equipment or materials that could pose a biological hazard in the workplace. Eyewash stations and emergency action plans shall be available and activated in the event that a biological hazard is encountered by any employee or non-employee in the workplace. Employees who misuse, or inappropriately handle or operate, any such equipment or materials shall be subject to disciplinary action or dismissal from the company.

### **Plan to Identify and Address Chemical Hazards**

Employees will be made aware of and trained to safely handle and operate any equipment or materials that could pose a chemical hazard in the workplace. Eyewash stations and emergency action plans shall be available and activated in the event that a chemical hazard is encountered by any employee or non-employee in the workplace. Employees who misuse, or inappropriately handle or operate, any such equipment or materials shall be subject to disciplinary action or dismissal from the company.

### **Plan to Identify and Address Physical Hazards**

Employees will be made aware of and trained to safely handle and operate any equipment or materials that could pose a physical hazard in the workplace. First aid kits and emergency action plans shall be available and activated in the event that a physical hazard is encountered by any employee or non-employee in the workplace. Employees who misuse, or inappropriately handle or operate, any such equipment or materials shall be subject to disciplinary action or dismissal from the company.

### **OSHA Plans:**

#### **Hazard Communication Plan**

- In the event of a fire or explosion, Morning Dew employees shall relocate to the designated safe refuge outdoor meeting area, which will serve as an alternative communications center, to assess the need for on-site medical attention, further evacuation from the premises, or arranging an emergency rescue plan.
- Alarms shall be distinctive and recognized by all employees as a signal to evacuate the work area. Evacuation procedures, escape routes, and indicators of available exits shall be posted where they are easily accessible to all employees. Procedures for assisting people with disabilities or who do not speak English to evacuate in case of emergency shall be available
- All essential accounting records, legal documents, employees' emergency contact lists, security footage, and other essential records will be accessible digitally and remotely so that their content may be accessed in the case of an emergency, hazard, or other interruption of communications.
- Home telephone numbers, the names and telephone numbers of their next of kin, and medical information shall be on file for all Morning Dew employees, and shall be accessed and utilized in case of emergency as needed.

#### **Personal Protective Equipment Plan**

Morning Dew employees must wear eye protection when working near or operating Horticultural Lighting Equipment. Morning Dew employees will be provided with PPE (Personal Protective Equipment) to protect against COVID-19 as needed, in accordance with the instructions given by scientists, public health officials, and government agencies. COVID-19 PPE may include gloves, facemasks, and face shields as needed. Sanitary PPE will also be provided for employees in order to maintain facility cleanliness and ensure a sanitary cultivation environment, such as disposable scrubs, gloves, and protective footwear.

#### **Fire Hazard and Protection Plan**

Employees will be made aware of and trained to safely handle and operate any equipment or materials that could pose a fire hazard in the workplace, including lights, heating elements, and any flammable/explosive materials. They will be made aware of and trained to keep aiseways and evacuation routes clear of obstruction or debris, and will know how to enact the *Emergency Disaster Plan* in a fire emergency. First aid kits and emergency action plans shall be available and activated in the event of an on-site fire. If a fire hazard is encountered by any employee or non-employee in the workplace, the hazard must be reported, documented, and addressed immediately. Employees who misuse, or inappropriately handle or operate, hot, flammable, or explosive equipment or materials, or who are found to obstruct emergency exits or evacuation routes, shall be subject to disciplinary action or dismissal from the company.

#### **Emergency Action Plan**

In the event of an emergency, Morning Dew employees shall follow the steps described in the *Emergency Disaster Plan*, including the *Evacuation Procedure*, and the *Emergency Contact Procedure*.

# Morning Dew, LLC

## Record Keeping Procedures

### Recordkeeping Policies and Procedures

#### Procedure: Recordkeeping in Accordance with Generally Accepted Accounting Principles

Morning Dew shall keep and maintain records in accordance with generally accepted accounting principles.

#### Policy: Availability of Records Upon Request and Recordkeeping in Accordance with Regulations

All Morning Dew records will be available for inspection by the Commission upon request and will include, but not be limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

(a) Written Operating Procedures required by 935 CMR 500.105(1), as follows;

Morning Dew will have and follow a set of detailed written operating procedures that include

- 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 Morning Dew'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 recordkeeping, 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:
  - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - iii. 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:
  - i. Identification of potential energy use reduction opportunities and a plan for implementation of such opportunities;
  - ii. 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;
  - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

(b) Inventory Records as required by 935 CMR 500.105(8) and procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

(c) Seed-to-sale Tracking Records for all Marijuana Products as required by 935 CMR 500.105(8)(e);  
(d) Personnel records as follows, which shall be available for inspection by the Commission, upon request, and which shall be maintained in accordance with generally accepted accounting principles. Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two years at the Company's expense, in a form and location acceptable to the Commission:

- i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- ii. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  2. Documentation of verification of references;
  3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  4. 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;
  5. Documentation of periodic performance evaluations;
  6. A record of any disciplinary action taken; and
  7. Notice of completed responsible vendor and eight-hour related duty training.
- iii. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- iv. Personnel policies and procedures; and
- v. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- vi. A Visitors Log detailing the date, time, identification, and purpose of visit for all visitors to Morning Dew Premises.

(e) Business records, which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

(f) Waste disposal records as required under 935 CMR 500.105(12); and

(g) 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.

In addition to the recordkeeping procedures described above, Morning Dew will adhere to the following procedures to ensure accurate recordkeeping, including inventory control protocols in compliance with 935 CMR 500.105(8) *Inventory and Tracking* and (9) *Recordkeeping*:

Procedure: Compliance with Recordkeeping Requirements for Inventory and Transfer Protocols

Morning Dew will comply with the following requirements related to Protocols for Inventory and Transfer Recordkeeping: Inventory and Transfer

- a. Subject to Marijuana or Marijuana Products being entered into the Seed-to-sale SOR, a Marijuana Establishment may Transfer product to an MTC; and an MTC may Transfer product to a Marijuana Establishment as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 502.140(9). An MTC must limit its Transfer of inventory of seeds, plants, and Usable Marijuana to reflect the projected needs of Registered Qualifying Patients.
- b. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal.

- c. A Marijuana Establishment shall:
  - i. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products in the process of cultivation, and finished, stored Marijuana;
  - ii. Conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored Marijuana;
  - iii. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
  - iv. Promptly transcribe inventories if taken by use of an oral recording device.
- d. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- e. A Marijuana Establishment shall attach plant tags to all Marijuana, Clones, and plants and attach package tags to all Finished Marijuana and Marijuana Products, and track all Marijuana seeds, Clones, plants, and Marijuana Products, using a Seed-to-sale methodology in a form and manner to be approved by the Commission.
- f. No Marijuana Product, including Marijuana, maybe sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Moreover, Morning Dew shall also comply with recordkeeping requirements related to Security as follows:

Procedure: Compliance with Recordkeeping Requirements Related to Security Measures in Accordance with 935 CMR 500.110

Morning Dew shall maintain, in a secure, locked location, records related to its security measures as follows:

- A list of keys, codes, passwords, identification badges, and other security clearances that have been distributed to company employees, such that those keys, codes, passwords and clearances can be reliably confiscated or changed in the event of employee separation from the company.
- An updated facility floorplan including designation of Limited Access Areas and facility security plan that shall be kept securely on file at all times and made available to the Commission, law enforcement authorities, and emergency responders upon request or upon changes having been made to the plans.
- A Visitor's Log detailing the activity of any outside vendors, contractors, or other visitors to the Morning Dew Premises, which shall require documentation of the date, time, identification, and purpose of visit for each visitor.
- Recordings from all video cameras, which shall be enabled to record 24 hours each day and be available for immediate viewing by the Commission on request for at least the preceding 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer, and which shall include a date and timestamp embedded in all recordings, synchronized and set correctly at all times, and without significantly obscuring the picture.
- A Surveillance Room Access Log requiring documentation of the date, time, identification, and purpose of access for each person and instance of access to the locked Surveillance Room, accompanied by a current list of authorized employees and service personnel that have access to the Surveillance Room, which must be available to the Commission on request.
- A Security Equipment Inspection Log documenting that all Morning Dew security equipment is routinely inspected and tested every 30 calendar days to ensure that it remains in good working order.
- An Incident Report Log containing documentation of any security incidents as outlined in 935 CMR 500.110(9), which shall detail the circumstances of any security incident events, any corrective actions taken, and confirmation that appropriate Law Enforcement Authorities were notified. The Incident Report Log shall include documentation related to any incident reportable pursuant to 935 CMR 500.110(9)(a) and any Incident Report log entry shall be maintained for at least 1 year following the incident, or for the duration of an open investigation, whichever is longer. Morning Dew's Incident Report Log shall be made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.
- A Security Audit Log documenting annual security system audits conducted by a vendor approved by the Commission, along with documentation of the submission of a report for each annual audit, in a form and manner determined by the Commission, within 30 calendar days after the audit is conducted. In the event that any security audit identifies concerns related to the establishment's security system, Morning Dew shall also submit a plan to mitigate those concerns within ten business days of submitting the audit and shall include that mitigation plan in its Security Audit Log alongside the corresponding Audit Log entry.
- All written records related to company safety and security measures shall be treated as security planning documents, the public disclosure of which would jeopardize public safety.

Policy: Recordkeeping in Accordance with Any Section of 935 CMR 500.000

Morning Dew will comply with all recordkeeping requirements found in 935 CMR 500.000: *Adult Use of Marijuana*.

For additional Recordkeeping Procedures, see also, the “Confidential Information Policy” submitted with the Morning Dew Personnel Policies.

## **Morning Dew, LLC**

### **Maintaining of Financial Records**

#### **Policy for Maintenance and Retention of Financial Records**

##### Policy: Maintenance of Financial Records According to Account Principles

In accordance with 500.105(9), Morning Dew's financial records shall be maintained in accordance with generally accepted accounting principles.

As Morning Dew's CEO and CFO, Lori Kaltner will accept primarily responsibility for maintaining the company's financial records. As Morning Dew's Chief Compliance Officer, Tory Kaltner will share responsibility for ensuring compliant financial recordkeeping.

Hard copies of all financial records will be securely maintained on-site in locked, fireproof filing cabinets which shall be accessible only to company Members and Executives within a facility Limited Access Area. Electronic copies of financial records shall be routinely updated to reflect changes made to the corresponding hard copies of such records, and shall be backed up by utilizing a secure cloud-shared storage system such as GoogleDrive. Software programs that may be used to maintain company financial records include Intuit Quickbooks.

Morning Dew Executives shall ensure that all business records including financial records are maintained in such a manner as to ensure accuracy and transparency and will clearly reflect all financial transactions and the financial condition of the Company. Business records will not be accessible to non-management employees. All business and financial records shall be kept for a minimum of seven years.

Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary, wages, bonuses, and benefits paid to each employee; stipend paid to each board member; and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Morning Dew
6. Bank statements for all accounts
7. Transfer manifests and other supporting documentation related to the sale of Morning Dew product
8. Contracts for Services
9. Accounting and Tax Records, which shall be kept for a minimum of three years from the date of the filed tax return, in accordance with Massachusetts DOR Retention Schedule
10. Cash on Hand Journal
11. Records of any theft, loss, diversion, or other type of unaccountability

Following any closure of the Morning Dew Marijuana Establishment, Morning Dew shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

## Morning Dew, LLC

### Qualifications and Training Plan

#### **Policies for Employee Qualifications and Trainings**

Morning Dew Director of Cultivation Zach Peele and COO Tory Kaltner have previously completed Sell-Smart safe marijuana retail-training courses and Advanced Training Metrc webinars. In addition to their certifications, they have a combined 15 years of experience working for legal cannabis companies in Colorado. All Morning Dew founding employees, along with all other employees hired at time of launch and thereafter, will be required to receive updated certification via a CCC-approved Responsible Vendor Training program and the Metrc Advanced Training webinars, and such training certifications will be required to renewed by each Morning Dew employee at least annually.

#### **Agent Qualification and Training Policies**

##### Policy: Compliance with Requirements for Employee Qualifications and Trainings

Morning Dew will adhere to the following requirements for Employee Qualifications and Trainings:

Marijuana Establishments shall ensure that all Marijuana Establishment Agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent, and at a minimum must include a Responsible Vendor Training Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.

##### Policy: Compliance with Requirements for Responsible Vendor Trainings

Morning Dew will adhere to the following requirements for Responsible Vendor Trainings:

- a. On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
- b. Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
- c. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
- d. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
- e. Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
- f. Certification Training Program Standards
  1. No owner or employee of a responsible vendor program shall have an interest in a licensed Marijuana Establishment;
  2. Program providers shall submit their programs to the Commission every two years for approval as a responsible vendor program;
  3. The program shall include at least two hours of instruction time;

4. The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;
  5. The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three years;
  6. The provider shall make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;
  7. The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;
  8. Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;
  9. Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and
  10. Program providers shall solicit effectiveness evaluations from individuals who have completed their program.
- g. Certification Training Class Core Curriculum.
1. Discussion concerning marijuana's effect on the human body. Training shall include:
    - i. Marijuana's physical effects based on type of marijuana product;
    - ii. The amount of time to feel impairment;
    - iii. Visible signs of impairment; and
    - iv. Recognizing the signs of impairment.
  2. Diversion prevention and prevention of sales to minors, including best practices;
  3. Compliance with all tracking requirements; and
  4. Acceptable forms of identification. Training shall include:
    - i. How to check identification;
    - ii. Spotting false identification;
    - iii. Medical registration cards issued by the DPH;
    - iv. Provisions for confiscating fraudulent identifications; and
    - v. Common mistakes made in verification.
  5. Other key state laws and rules affecting owners, managers, and employees, which shall govern:
    - i. Local and state licensing and enforcement;
    - ii. Incident and notification requirements;
    - iii. Administrative and criminal liability;
    - iv. License sanctions and court sanctions;
    - v. Waste disposal;
    - vi. Health and safety standards;
    - vii. Patrons prohibited from bringing marijuana onto licensed premises;
    - viii. Permitted hours of sale;
    - ix. Conduct of establishment;
    - x. Permitting inspections by state and local licensing and enforcement authorities;
    - xi. Licensee responsibilities for activities occurring within licensed premises;
    - xii. Maintenance of records;
    - xiii. Privacy issues; and
    - xiv. Prohibited purchases and practices.
  6. Such other areas of training determined by the Commission to be included in a responsible vendor training program.

## Morning Dew, LLC

### Energy Compliance Plan

#### **Energy Efficiency and Conservation Compliance Procedures**

##### Policy: Compliance with Requirements for Energy Efficiency and Conservation

In accordance with 935 CMR 500.105(15), *Energy Efficiency and Conservation*, Morning Dew will adhere to the following policies and procedures for energy efficiency and conservation:

1. Identification of potential energy use reduction opportunities (including, but not limited to, integration of natural lighting, heat recovery, water recapture, ventilation, and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation including a plan for the installation of solar panels on the roof of the Morning Dew facility as soon as financially feasible for the company;
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.

##### Policy: Compliance with Additional Requirements for Energy Efficiency and Conservation

In accordance with 935 CMR 500.120(11), Morning Dew will adhere to the additional policies and procedures for energy efficiency and conservation described therein.

##### Policy: Recordkeeping for Energy Efficiency and Conservation Efforts

Morning Dew will maintain the following records related to company energy efficiency and conservation efforts:

- i. Identification of potential energy use reduction opportunities and a plan for implementation of such opportunities;
- ii. 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;
- iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

## **Morning Dew, LLC**

### **Plan for Restricting Access to Age 21 and Older**

#### **Limited Access Areas: Restricting Facility Access to Persons Age 21 and Older**

Access to the Morning Dew facility and its Limited Access Areas will be controlled by electronic security systems with locking devices that authorize access to credentialed, 21+ persons only.

- (a) All employees and registered agents must be 21 years of age or older. 935 CMR 500.030.
- (b) All Morning Dew Limited Access Areas must be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.
- (c) All Limited Access Areas shall be clearly described by the filing of a diagram of the licensed Premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, counters, Propagation, Vegetation, Flowering, Processing, production, storage, and disposal.
- (d) Access to Limited Access Areas shall be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, Commission Delegees, and state and local Law Enforcement Authorities acting within their lawful jurisdictions, police and fire departments, and emergency medical services acting in the course of their official capacity. Such persons must be at least 21.
- (e) Employees of the Marijuana Establishment shall visibly display an employee identification badge issued by the Marijuana Establishment at all times while at the Marijuana Establishment or transporting Marijuana.
- (f) All outside vendors, contractors and Visitors shall show a valid government-issued photo ID proving that they are age 21 or older, in order to obtain a Visitor Identification Badge prior to entering the facility or any Limited Access Area and shall be escorted at all times by a Morning Dew Manager authorized to enter the Limited Access Area. The Visitor Identification Badge shall be visibly displayed at all times while the Visitor is in any Limited Access Area. All Visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All Visitor Identification Badges shall be returned to the Marijuana Establishment on exit.

**See also, *Procedures for Prevention of Diversion*, which includes the Morning Dew Zero-Tolerance Policy on Preventing Diversion of Marijuana to Minors.**

## Morning Dew, LLC

### Diversity Plan

Morning Dew shall enact the following Diversity Plan to promote equity among minorities, women, veterans, people with disabilities, and people identifying as LGBTQ+ by providing members of those groups with the tools or opportunities they need to be successful, in order to level the playing field and promote diverse and equitable participation in the adult-use marijuana industry:

#### 1. Goals

- I. Morning Dew aims to provide access for and assist individuals who are minorities, women, veterans, people with disabilities, and people identifying as LGBTQ+ to achieve their goal of entering the adult-use marijuana industry, by providing a free training program to at least two (2) individuals age 21+ each year who are minorities, women, veterans, people with disabilities, or people identifying as LGBTQ+, through a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff.
- II. Morning Dew is committed to supporting and promoting the growth of women-owned service-provider firms that can contract or otherwise do business with MEs, by installing a Commitment to Equitable Partnerships that requires its agents to partner with at least two (2) women-owned service providers annually – including but not limited to retaining a contract with a women-owned law firm and hiring a women-owned marketing consultant.
- III. Morning Dew aims to network with diverse constituencies to promote Morning Dew's Cultivation Skill-Builder 4-Week Incubator Program and Commitment to Equitable Partnerships, and to increase awareness about these program opportunities among individuals who need them, by establishing a relationship with at least one (1) diversity-focused organization each year, and by making at least one (1) posting each year in a diverse publication about its Diversity Programs and Commitments.

#### 2. Programs

- I. To promote their entry into the marijuana industry, Morning Dew shall provide free technical training to at least two (2) individuals age 21+ each year who are minorities, women, veterans, people with disabilities, or people identifying as LGBTQ+, through encouraging free enrollment for those people in a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff. The Cultivation Skill-Builder 4-Week Incubator Program shall be offered twice per year, during the months of April and September, and will provide enrollees with a curriculum consisting of 1 learning module per week to be reviewed at home, plus 1 hour of in-person technical training per week to be completed with a Visitor's Badge at the Morning Dew facility under the strict supervision of Morning Dew management. The topics that shall be covered within the Incubator Program are as follows: Week 1 – Propagation Techniques; Week 2 – Transplanting Techniques; Week 3 – Pruning Techniques; and Week 4 – Curing Techniques. At-home learning modules will provide an overview of the weekly topic. In-person trainings will consist of guided facility tours that allow Program enrollees to see firsthand how propagation, transplanting, pruning, and curing techniques are achieved at a commercial scale within a sterile & regulated facility. The technical training conferred through the Program, along with the receipt of a Certificate of Completion, will provide enrollees with the tools they need to be successful in the industry, including increased knowledge, confidence, credentials, and an improved technical skillset related to cannabis cultivation that will strengthen their prospects for entry in the cannabis industry as prospective ME employees, thereby leveling the playing field among industry applicants to promote diversity within the industry. Morning Dew shall share registration information about its Cultivation Skill-Builder 4-Week Incubator Program opportunity via the local newspaper, the Greenfield

Recorder, on a monthly basis for 3 months prior to the start of each 4-Week Program, as well as via the Commission's online Equity Involvement Form according to the same schedule, in order to increase awareness about the program and invite minorities, women, veterans, people with disabilities, or people identifying as LGBTQ+ to enroll for free. Registration invitations will also be shared as permitted by law via social media platforms and customer email marketing lists, indicating that minorities, women, veterans, people with disabilities, or people identifying as LGBTQ+ are encouraged to enroll for free.

- II. To support their bottom line and promote the growth of women-owned service-provider firms that can contract or otherwise do business with MEs, Morning Dew shall install a Commitment to Equitable Partnerships that requires its agents to partner with at least two (2) women-owned service providers annually – including but not limited to retaining a contract with a women-owned law firm and hiring a women-owned marketing consultant. By actively promoting the growth and supporting the bottom line of women-owned firms that can contract or otherwise do business with MEs, Morning Dew's Commitment to Equitable Partnerships promotes diversity within the industry's ecosystem of ancillary service providers by supporting an equitable distribution of capital and demand for services among firms that can do business with MEs, such that doing business with women-owned firms is leveraged as a way to level the playing field in the adult-use marijuana economy.
- III. Morning Dew will establish relationships with at least one (1) diversity-focused organization each year for the purpose of networking with their constituencies to promote Morning Dew's Cultivation Skill-Builder 4-Week Incubator Program and Commitment to Equitable Partnerships, and shall make at least one (1) posting each year in a diverse publication about its Diversity Programs and Commitments, with a view to increase awareness about these program opportunities among individuals who need them.

### **3. Measurements**

- I. To ensure the success of Goal I/Program I – to provide access for and assist individuals who are minorities, women, veterans, people with disabilities, and people identifying as LGBTQ+ to achieve their goal of entering the adult-use marijuana industry, by providing a free training program to at least two (2) individuals age 21+ each year who are minorities, women, veterans, people with disabilities, or people identifying as LGBTQ+, through a Cultivation Skill-Builder 4-Week Incubator Program run by Morning Dew staff - the company will, on an annual basis, measure and report through compliant recordkeeping the enrollment records and number of Skill-Builder Program participants who complete the program, to confirm that at least 2 individuals age 21+ who are minorities, women, veterans, people with disabilities, or people identifying as LGBTQ+ per year are provided, by way of the Incubator Program, with free access to the 4-week curriculum of industry-specific technical training, developed by experts in commercial cannabis cultivation. Frequency and subject matter of Program offerings will be logged through compliant recordkeeping to verify successful execution of the Program as outlined. Morning Dew shall also follow up with program participants 6 months after the culmination of each Program to assess whether the Program was effective in assisting participants to secure a job in the industry.

To ensure the success of Morning Dew's efforts to increase awareness about its Cultivation Skill-Builder Mentorship Program opportunity among minorities, women, veterans, people with disabilities, and people identifying as LGBTQ+, Morning Dew will measure and report the number of times each year that it shares information about Program registration via the Greenfield Recorder, via Commission's online Equity Involvement Form, and via social media and email lists, by keeping records of Form and newspaper announcement submissions and digital/online correspondence, to confirm that its Program registration information is being affirmatively shared with minorities, women, veterans, people with disabilities, and people identifying as LGBTQ+ according to the scheduling outlined under *Program I*: monthly for 3 months prior to the start of each program.

- II. To ensure the success of Goal II/Program II - the Morning Dew Commitment to Equitable Partnerships - Morning Dew will measure the number of women-owned firms it has contracted with annually, through compliant recordkeeping and retention of financial records, and shall be able to identify at least two (2) women-owned service provider partnerships held by Morning Dew each year, including but not limited to retaining a contract with a women-owned law firm and hiring a women-owned marketing consultant.
- III. To ensure the success of Goal III/Program III related to Morning Dew's efforts to establish relationships with diversity-focused organizations and share information in diverse publications - for the purpose of networking with their constituencies to promote Morning Dew's Diversity Programs and Commitments and to increase awareness about these program opportunities among individuals who need them - Morning Dew will measure and report, through compliant recordkeeping, the number of diversity-focused organizations it shared information about its Diversity Programs and Commitments with each year, along with the number of postings made each year in diverse publications about its Diversity Programs and Commitments, to confirm that information about the Programs and Commitments are shared with at least one (1) diversity-focused organization each year, and at that at least one (1) posting is made each year in diverse publications about the Programs and Commitments.
- IV. In preparation for demonstrating Diversity Plan success upon license renewal, Morning Dew shall institute a process to evaluate the company's Diversity Plan progress quarterly.

**In addition to its Goals, Programs, and Measurements, the Morning Dew Diversity Plan affirms that:**

1. Morning Dew 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 ME; and
2. Any actions taken, or programs instituted, by Morning Dew will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.