



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283727
Original Issued Date: 05/03/2023
Issued Date: 05/03/2023
Expiration Date: 05/03/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Projekt Flower, LLC

Phone Number: 603-540-2132 Email Address: ianc9013@yahoo.com

Business Address 1: 13 Hope Ave

Business Address 2:

Business City: Worcester

Business State: MA

Business Zip Code: 01603

Mailing Address 1: 12 Cardinal Circle

Mailing Address 2:

Mailing City: Derry

Mailing State: NH

Mailing Zip Code: 03038

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Manager

Other Role:

First Name: Ian

Last Name: Chen

Suffix:

Gender: Male

User Defined Gender:

Date generated: 06/05/2023

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What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Projekt Flower, LLC

Entity DBA:

DBA

City:

Entity Description: Massachusetts limited liability company.

Foreign Subsidiary Narrative:

Entity Phone: 603-540-2132

Entity Email: ianc9013@yahoo.com

Entity Website:

Entity Address 1: 15 NORTH BEACON STREET

Entity Address 2:

Entity City: Allston

Entity State: MA

Entity Zip Code: 02134

Entity Mailing Address 1: 15 NORTH BEACON STREET

Entity Mailing Address 2:

Entity Mailing City: Allston

Entity Mailing State: MA

Entity Mailing Zip Code:

02134

Relationship Description: Projekt Flower, LLC is a 100% sole member LLC established in Massachusetts. Ian Chen is the sole member of the company. The entity will manage the proposed marijuana establishment.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Projekt Flower, LLC

Entity DBA:

Email: ianc9013@yahoo.com

Phone: 603-540-2132

Address 1: 15 NORTH BEACON STREET

Address 2:

City: Allston

State: MA

Zip Code: 02134

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$200475 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 13 Hope Avenue

Establishment Address 2:

Establishment City: Worcester

Establishment Zip Code: 01603

Approximate square footage of the Establishment: 24155

How many abutters does this property have?: 33

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 04: 20,001 to 30,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	host community agreement_Projekt Flower.pdf	pdf	626013403eefeb000a339ce6	04/20/2022
Certification of Host Community Agreement	Host Community Agreement Certification Form - Projekt Flower_ LLC..pdf	pdf	62617fdc4d83ec000a3178d0	04/21/2022
Community Outreach Meeting Documentation	community outreach meeting attestation form.pdf	pdf	6309122e44fa35000ad93cde	08/26/2022
Community Outreach Meeting Documentation	attachment A publication notice.pdf	pdf	6309123f44fa35000ad93d3f	08/26/2022
Community Outreach Meeting Documentation	attachment B notice to city clerk.pdf	pdf	6309124944fa35000ad93d72	08/26/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning (1).pdf	pdf	630e4bf544fa35000adcd245	08/30/2022
Community Outreach Meeting Documentation	Attachment C_Notice to abutters.pdf	pdf	632e23ab2bb6940008517dd9	09/23/2022

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	Jeremiah's Inn letter.pdf	pdf	62b20ed4f750650008b1bb4c	06/21/2022
Plan for Positive Impact	Plan for Impact revised.pdf	pdf	632dd5bc2bb694000850b372	09/23/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: Ian

Last Name: Chen Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: Projekt Flower, LLC

Entity DBA:

Entity Description: Massachusetts limited liability company

Date generated: 06/05/2023

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Phone: 603-540-2132

Email: ianc9013@yahoo.com

Primary Business Address 1: 15 NORTH BEACON STREET

Primary Business Address 2:

Primary Business City: Allston

Primary Business State: MA

Principal Business Zip Code:

02134

Additional Information: Projekt Flower LLC is a sole-member LLC registered in Massachusetts. Ian Chen is the sole member.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Projekt Flower Cert of Organization.pdf	pdf	62602f093eefeb000a341004	04/20/2022
Secretary of Commonwealth - Certificate of Good Standing	certificate of good standing_Projekt.pdf	pdf	627d42c4eb816b0008588f31	05/12/2022
Department of Revenue - Certificate of Good standing	Good standing - 2022.pdf	pdf	6284f232eb816b00085e274f	05/18/2022
Department of Revenue - Certificate of Good standing	Affidavit regard DUA certificate of good standing.pdf	pdf	6286b36a3bea2b0008c150fd	05/19/2022

No documents uploaded

Massachusetts Business Identification Number: 001492738

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Projected Timeline.pdf	pdf	6262d102560e3c00087cbce7	04/22/2022
Plan for Liability Insurance	Liability Insurance Plan.pdf	pdf	6262d1154d83ec000a32e80e	04/22/2022
Business Plan	BusinessPlan_Projekt Flower.pdf	pdf	6286aedaeb816b000860c82e	05/19/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	prevention of diversion.pdf	pdf	626182f64d83ec000a318306	04/21/2022
Storage of marijuana	Storage.pdf	pdf	62618361560e3c00087b50e5	04/21/2022
Inventory procedures	Inventory Procedurals.pdf	pdf	626198d5560e3c00087b9231	04/21/2022
Record Keeping procedures	Record Keeping.pdf	pdf	626199bc4d83ec000a31c2d5	04/21/2022
Security plan	Security Procedures.pdf	pdf	6261a1414d83ec000a31d148	04/21/2022
Personnel policies including background checks	Personnel policies.pdf	pdf	6261acd3560e3c00087bc546	04/21/2022
Transportation of marijuana	Transportation_amended.pdf	pdf	6286af703bea2b0008c1487c	05/19/2022

Restricting Access to age 21 and older	restricting access to age 21_amended.pdf	pdf	6286af83eb816b000860c95a	05/19/2022
Quality control and testing	Quality Control_amended.pdf	pdf	6286af8e3bea2b0008c148a8	05/19/2022
Qualifications and training	Qualifications and Training_amended.pdf	pdf	6286af99eb816b000860c974	05/19/2022
Policies and Procedures for cultivating.	procedures for cultivating_amended.pdf	pdf	6286afb3bea2b0008c148f0	05/19/2022
Maintaining of financial records	maintenance of financial records_amended.pdf	pdf	6286afc03bea2b0008c14904	05/19/2022
Energy Compliance Plan	Energy Efficiency and Conservation_amended.pdf	pdf	6286afd13bea2b0008c14921	05/19/2022
Diversity plan	Diversity Plan_revised.pdf	pdf	6331fdab2bb6940008535a00	09/26/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 12:00 AM	Monday To: 12:00 AM
Tuesday From: 12:00 AM	Tuesday To: 12:00 AM
Wednesday From: 12:00 AM	Wednesday To: 12:00 AM
Thursday From: 12:00 AM	Thursday To: 12:00 AM
Friday From: 12:00 AM	Friday To: 12:00 AM
Saturday From: 12:00 AM	Saturday To: 12:00 AM

Sunday From: 12:00 AM Sunday To: 12:00 AM

CITY OF WORCESTER
AND
PROJEKT FLOWER, LLC

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is entered into this 8th day of March 2022 by and between the city of Worcester, a Massachusetts municipal corporation, located at 455 Main Street, Worcester, MA 01608 ("the City"), and Projekt Flower, LLC, a Massachusetts limited liability company having an address at 13 Hope Avenue, Worcester, Massachusetts 01603 ("the Company").

WHEREAS, the Company wishes to locate a licensed Marijuana Establishment in the City at 13 Hope Street, Worcester, Massachusetts, in accordance with Massachusetts General Laws Chapter 94G ("Chapter 94G") and its implementing regulations at 935 CMR 500, and such approvals, permits and licenses that may be required by the City in accordance with its Board of Health Regulations, General Revised Ordinances and Zoning Ordinance, as may be amended; and

WHEREAS, Section 3 of Chapter 94G requires the Company to execute a host community agreement with the City, as part of its application to the Cannabis Control Commission (the "CCC") and before a provisional license to operate a Marijuana Establishment can be issued by the CCC; and

WHEREAS, the Company represents that it will provide certain benefits to the City in the event that it is licensed by the CCC to operate a Marijuana Establishment; and

WHEREAS, the Company also represents that it will only operate a Marijuana Establishment in the City after receiving all required local approvals, permits and licenses; and

WHEREAS, the City anticipates that it will incur additional expenses and impacts related to law enforcement, inspectional services, zoning, licensing, legal services and public health arising from the operation of the Marijuana Establishment and desires to mitigate the financial impact to the City by requiring the payment of a community impact fee to the City; and

WHEREAS, the parties intend by this Agreement to satisfy the requirements of Chapter 94G pertaining to host community agreements; and

WHEREAS, the parties mutually desire to set out all stipulations of responsibilities between the City and the Company as they relate to location and operation of a Marijuana Establishment in the City;

NOW THEREFORE, in consideration of the provisions of this Agreement, the parties agree as follows:

1. SCOPE

The Company agrees to operate a Marijuana Establishment engaged in cultivation on the property located at 13 Hope Street, Worcester (the "Site"), in accordance with the Management and Operations Plan attached hereto as Exhibit A and incorporated herein by this reference. The Management and Operations Plan shall include a detailed summary of the business plan for the Marijuana Establishment and operating procedures for the Marijuana Establishment, including but not limited to, the qualifications and intended trainings for marijuana establishment agents and financial projections, including anticipated yearly gross sales.

The Marijuana Establishment shall be operated at all times in accordance with Chapter 94G and its implementing regulations at 935 CMR 500, as they may be amended over the term of this Agreement, and any regulatory restrictions imposed by the Planning Board, Zoning Board, License Commission, Board of Health, Historical Commission, as well as, any regulatory body with jurisdiction over the Site or license.

2. TERM AND TERMINATION

This Agreement shall take effect on the date written in the first paragraph above. This Agreement shall terminate five years from the date on which the Company commences operations at the Marijuana Establishment pursuant to a validly held Final License and operations certificate issued by the CCC as described in section 12 of Chapter 94G ("Commencement Date"), or until the Company ceases operations of the Marijuana Establishment at the Site, or this Agreement is terminated by the City, whichever is earlier. The Company shall notify the City in writing within three business days of commencing operations. At the conclusion of the term of this Agreement, if the Company desires to continue to operate a Marijuana Establishment in the City, the Company may request a new Host Community Agreement from the City. Requests for new Host Community Agreements shall be made in writing to the City no later than six months prior to the expiration of the term of the existing Host Community Agreement and shall be granted in the City's sole discretion, which shall not be unreasonably withheld.

Operation under this Agreement is contingent on the Company obtaining a Final License from the CCC for the Marijuana Establishment at the Site, and the Company's receipt of any and all local approvals to locate, occupy and operate a Marijuana Establishment. If the Company fails to secure a Final License from the CCC or any such local license or approval within one year after the issuance of a provisional license from the CCC, this Agreement shall be null and void and the Company shall be required to reimburse the City for its legal fees associated with the negotiation of this Agreement.

The Company agrees to commence cannabis operations at the Marijuana Establishment within sixty (60) days of receipt of either a Final License or operations certificate pursuant to M.G.L. chapter 94G, §12, whichever occurs later, from the CCC authorizing the Company to commence operations. The City shall have the right to terminate this Agreement if operations do not commence within such timeframe.

If the Company fails to fulfill in a timely and proper manner its obligations under this Agreement for any reason, or if the Company violates any of the terms, covenants and conditions of this Agreement, and the Company fails to cure said failures or violations within forty five (45) days of written notice from the City of such failures or violations, then City shall have the right to terminate this Agreement by giving written notice to the Company of such termination and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of such termination. The Company shall be required to pay any amounts due prior to the date of termination. Any payments made to the City prior to termination under this Agreement, or it becoming null and void, shall be non-refundable.

3. COMMUNITY IMPACT FEE

As set forth in the recitals above, the City anticipates that it will incur costs related to the operation of the Marijuana Establishment, including but not limited to costs related to law enforcement, inspectional services, zoning, licensing, legal services and public health. To mitigate the financial impacts to the City, the Company shall pay an annual community impact fee to the City in the amounts and under the terms provided herein ("Annual Payments"):

- a) A non-refundable Annual Payment in the amount of Five Thousand Dollars (\$5,000.00) is due to the City on January 1st of each year Company is in operation.
- b) For any costs incurred in excess of the Annual Payment described above, the City shall bill Company at the end of the year. Payment for any additional expenses shall be due within thirty (30) days of the date on the bill.
- c) With regard to any year of operation for the Company, which is not a full calendar year, the applicable Annual Payment shall be pro-rated.
- d) The parties agree that the Annual Payments set forth above are reasonable and comply with the requirements of Chapter 94G.

4. PAYMENTS

The Company shall make the Annual Payments set forth in Section 3 above to the City. The City Treasurer shall receive and hold the Annual Payments in accordance with applicable law, for the purposes of addressing the costs related to the operation of the Marijuana Establishment, including but not limited to costs related to law enforcement, inspectional services, zoning, licensing, legal services and public health or costs related to the impact of the Marijuana Establishment on municipal programs, services, personnel and facilities, and shall be expended in the City's sole discretion. Notwithstanding, nothing herein shall prevent the Company from making additional donations from time to time in support of the City.

5. OTHER PAYMENTS

Payments required by Article 3 of this Agreement are wholly separate from other payments, fees or charges required by the city, including but not limited to, purchases of water and sewer, local licensing and local sales tax. Company will pay any and all fees associated with

the local permitting of the Marijuana Establishment. If the City receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue, or any other source, the funds which have been collected by assessment against the Company, including but not limited to sales taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, the amounts due from the Company to the City under the terms of this Agreement shall not be reduced by the amount of such other payments.

6. LOCAL TAXES

At all times during the term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding anything in this paragraph, the Company does not waive any rights to challenge the assessed value of the property similar to any other taxpayers in the City. All taxes and charges owed to the City must be paid on a current basis.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, as if there had been no abatement or exemption; provided however that the Company reserves the right to challenge such additional tax payment if the Company determines the additional tax payment to be unreasonable. This payment shall be in addition to the Annual Payments made by the Company pursuant to Section 3 of this Agreement.

7. ANNUAL FILING

The Company shall file annually with the City financial statements on or before March 1st, which shall include certification of itemized gross sales for the previous calendar year, and all other documentation required to demonstrate compliance with the terms of this Agreement, including a copy of any renewal license from the CCC and copies of all financial statements and records filed with the CCC and Department of Revenue. The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable laws, rules or regulations promulgated by the Commonwealth of Massachusetts. The City agrees to comply with all applicable Massachusetts Public Records laws governing the keeping of such records.

8. COMMUNITY SUPPORT OBLIGATIONS

a. Jobs Creation. The Company will use best efforts to ensure that the hiring preference will be given to City residents with a goal that the breakdown of City residents is 10% minority, 5% women and 15% low-moderate income individuals. The Company shall work

with the City's Workforce Development Division and other local employment agencies to further this hiring objective.

b. Local Suppliers and Vendors. The Company will use best efforts to purchase supplies, materials, and services from suppliers and vendors located in Worcester. These best efforts will include requesting proposals from Worcester suppliers and vendors, giving preference to Worcester suppliers and vendors that are both qualified and competitive. The City will provide the Company with a list of Worcester suppliers and vendors from which to request proposals.

9. REPORTS AND INFORMATION

At such times and in such forms as the City Manager may require, the City Manager may request and the Company shall provide such statements, records, reports, data and information, pertaining to matters covered by this Agreement.

10. AUDITS AND INSPECTIONS

Upon reasonable notice, during business hours and as often as the City may deem reasonably necessary, the Company shall make available to the City or its representatives for examination all non confidential records with respect to all matters covered by this Agreement and shall permit the City or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Those records classified as confidential shall be provided with the informed written consent of the individual involved.

11. RECORDS

The Company shall maintain records with respect to all matters covered by this Agreement for a period of seven (7) years after receipt of the expiration or termination of this Agreement.

12. INDEMINIFICATION

The Company shall indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of, or resulting from, the Company's breach of any provision of this Agreement or any asserted negligent act, error or omission of the Company, or its agents or employees, occurring in the performance of this Agreement.

13. MISCELLANEOUS PROVISIONS

- a. No Marijuana Establishment shall sell or otherwise distribute marijuana or marijuana related products within the city of Worcester without entering into a Host Community Agreement with the City.

- b. The provisions of this Agreement shall be applicable as long as the Company operates a Marijuana Establishment in the City at the location set forth in Section 1 herein.
- c. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Worcester Zoning Ordinance, the License Commission or any other applicable laws and regulations. By entering into this Agreement the City is not required to issue such permits or licenses. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.
- d. In the case that the Company desires to relocate the Marijuana Establishment within the city of Worcester it must obtain approval of the new location by the City.
- e. The Company shall not permit marijuana or marijuana products to be ingested, consumed or smoked on the premises.
- f. The Company agrees to notify the City within three (3) business days of any pending administrative process or legal action brought by the Commonwealth or CCC against the Company concerning the Marijuana Establishment or any related Marijuana Establishment Agent.
- g. The Company agrees to waive any right(s) to special, incidental or consequential damages in any way related to or arising out of this Agreement, including loss profits and lost opportunity. This limitation on liability shall survive the expiration or termination of this Agreement.
- h. The Company agrees to notify the City within three (3) business days of any submission to the CCC made pursuant 935 CMR 500.104(1).

14. NOTICES

Any and all notices or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by certified mail or by other reputable delivery service, to the parties at the following addresses:

The City: Edward M. Augustus, Jr.
City Manager
Worcester City Hall
455 Main Street
Worcester, MA 01608

with a copy to: Michael E. Traynor
City Solicitor

Worcester City Hall
455 Main Street
Worcester, MA 01608

Company: Projekt Flower, LLC
13 Hope Avenue
Worcester, MA 01603

with a copy to: Ian Chen, Manager
15 North Beacon Street
Allston, MA, 02134

15. APPLICABLE LAW

The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The Parties agree that the venue shall be in any court of competent jurisdiction located in the Commonwealth of Massachusetts.

16. ASSIGNMENT

The qualifications and identity of the Company is of particular concern to the City and it is because of its qualifications and identity that the City has entered into this Agreement with the Company. The Company shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, said consent not to be unreasonably withheld. No voluntary or involuntary successor in interest of the Company shall acquire any rights or powers under this Agreement without the prior written consent of the City. Any change in control of the company resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Agreement that requires the City's prior written consent.

17. SEVERABILITY

If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and the parties shall renegotiate in good faith any provision held invalid.

18. HEADINGS

The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19. AMENDMENTS

This Agreement may be amended or modified only by written instrument duly executed by the parties.

20. ACKNOWLEDGMENT

Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

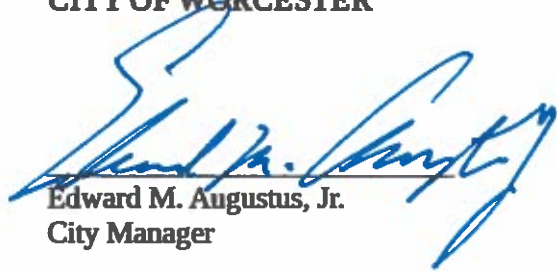
21. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

[signature page to follow]

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF WORCESTER



Edward M. Augustus, Jr.
City Manager

Approved as to legal form:



Deputy City Solicitor

COMPANY:
PROJEKT FLOWER, LLC



Ian Chen
Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

Essex

On this 24 day of February, 2022, before me, the undersigned notary public personally appeared Ian Chen and proved to me through satisfactory evidence of identification being ☒ Driver's license or other state or federal government document bearing a photographic image; ☐ Oath of affirmation of credible witness known to me who knows the above signatory, or ☐ My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.



Notary Public: Gregi Angell Castillo
My Commission Expires: _____

BUSINESS PLAN
of
Projekt Flower, LLC

Name

1. The name of this Company will be Projekt Flower, LLC. The branding name of their products will be Projekt Flower.

Liability Insurance Plan

2. The Company will obtain and maintain general liability coverage with minimum limits of at least \$1 million per occurrence and \$2 million aggregate, and product liability insurance coverage of \$1 million per occurrence and \$2 million aggregate, with a maximum deductible of \$5,000 per occurrence as is mandated for Marijuana Establishments under 935 CMR 500.105(10)(a).
3. In the event that the Company is unable to obtain the required coverage, the Company will provide documentation of the unavailability of coverage. The liability insurance requirement will then be met by a deposit of \$250,000, or some other amount approved by the CCC, into an escrow account as is mandated under 935 CMR 500.105(10)(b).
4. The Company has obtained general liability coverage under Evanston Insurance Company. See attached description of their policy.

Projected Timeline

5. After the Company is issued a provisional license, information and projected dates for actions or events that will occur are as follows:
 - a. Building and construction permits will be received about 8 to 10 months after the Company is issued a provisional license;
 - b. Renovation of Company's structure will be completed about 8 to 10 months after the Company is issued a provisional license;
 - c. Company's equipment will be installed about 8 to 10 months after the Company is issued a provisional license;
 - d. Company's security system will be installed about 8 to 10 months after the Company is issued a provisional license;
 - e. Company will hire staff about 6 to 7 months after the Company is issued a provisional license;
 - f. Company will begin developing and packaging product for sale 1 day after the Company is issued a provisional license;

- g. Company will launch marketing campaign 1 day after the Company is issued a provisional license:
- h. Company will officially open for business 11 to 13 months after the Company is issued a provisional license.

Hours of Operation

- 6. The Company will operate 24 hours, with a day and night crew.
- 7. This information shall be provided to the Commission and made available to law enforcement officials upon request and updated pursuant to 935 CRM 500.000.

After Hours Contact Information

- 8. After hours of operation, you may contact the owner of the company, Ian Chen of Cardinal Circle, Derry, NH 03038 at (603)540-2132.
- 9. This information shall be provided to the Commission and made available to law enforcement officials upon request, and updated pursuant to 935 CRM 500.000.

Products Sold

- 10. The Company will cultivate the following strains of marijuana:

- a. Two indica strains
- b. One sativa strain
- c. One hybrid strain

- 11. The Company will sell the following products:

- a. wholesale flower
- b. pre-rolls
- c. trim for use in extraction cannabis products.

Jobs and Descriptions

- 12. Duties of a Cultivator include planting, transplanting, physically relocating plants, watering, nutrient mixing and feeding, mixing and applying pesticides, cleaning, harvesting plants and drying plants.
- 13. Duties of a Trimmer include trimming, packaging, shipping, data entry, and cleaning.

14. Duties of the Cultivation Owner/Operator include, in addition to running the business, overseeing and being involved in the functions of the grow operations.
15. Duties of those working in Transportation include, transporting the product or money between growing and retail facilities.

OPERATING PROCEDURES
of
Projekt Flower, LLC

Security Procedures

1. In addition to requirements established by regulation pursuant to section 4 of MGL, Ch. 94G, §12 or by a city or town pursuant to section 3 of this chapter, this Company will:
 - a. secure every entrance to the establishment so that access to areas containing marijuana is restricted to employees and others permitted by the Company to access the area and to agents of the commission or state and local law enforcement officers and emergency personnel; and
 - b. secure its inventory and equipment during and after operating hours to deter and prevent theft of marijuana, marijuana products and marijuana accessories.
2. The Company will not cultivate, process, test, store or manufacture marijuana or marijuana products at any location other than at the physical address approved by the commission and within an area that is enclosed and secured in a manner that prevents access by persons not permitted by the marijuana establishment to access the area. A greenhouse or outdoor marijuana cultivation area will have sufficient security measures to demonstrate that outdoor areas are not readily accessible to unauthorized individuals, including perimeter security fencing designed to prevent unauthorized entry.
3. The Company will not allow cultivation, processing, manufacture, sale, or display of marijuana or marijuana products to be visible from a public place without the use of binoculars, aircraft or other optical aids.
4. The Company will not refuse representatives of the commission the right at any time of operation to inspect the entire licensed premises or to audit the books and records of the Company.
5. The Company will not allow any persons under 21 years of age to volunteer or work for the marijuana establishment.
6. The Company will not cultivate, manufacture, sell or otherwise transact business with any products containing cannabinoids other than those that were produced, distributed and taxed in compliance with MGL, Ch. 94G, §12

Surveillance Cameras, Perimeter Fencing & Alarm Systems

7. The Company shall have cameras on all entry and exit points.
8. The Company shall have a perimeter alarm on all entry points and perimeter windows.

9. The Company shall have a failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the Company within five minutes after the failure, either by telephone, email, or text message.
10. The Company shall have a duress alarm, panic alarm, or holdup alarm connected to a central alarm system monitoring company who may notify local law enforcement authorities.
11. Outdoor marijuana cultivation areas shall be fortified with perimeter fencing (intrusion alarms) designed to prevent unauthorized entry and shall not be advertised, or be visible from public areas. The area should be posted that it is a restricted area and surveillance cameras shall be installed at all entry and exit points.
12. The Company will ensure that the outside perimeter of the marijuana establishment is sufficiently lit to facilitate adequate surveillance of premises.
13. Surveillance cameras shall be installed in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot, which shall be appropriate for all the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, point of sale areas, and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the marijuana establishment or restricted area.
14. Twenty-four-hour recordings from all video/surveillance cameras shall be available for immediate viewing by the Cannabis Control Commission or law enforcement officer in the performance of duty upon request and shall be retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the Company is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information.
15. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction, and alterations.
16. The Company will have a back-up system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.
17. Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, security system service personnel, and representatives of the Cannabis Control Commission. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the Cannabis Control Commission upon request. All on-site, surveillance rooms shall remain locked and shall not be used for any other function.

18. The surveillance system shall have the capability to immediately produce a clear, color, still photo (live or recorded) and;
- a. Be equipped with date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.
 - b. The ability to remain operational during a power outage; and a video recording that allows for the exporting of still images in an industry standard image format including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a propriety format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

Exterior

19. The Company shall have fencing along the boundary line of the building's location, excluding the front entrance of the building, to ensure the exterior is secure.
20. The Company will ensure that trees, bushes, and other foliage outside of the marijuana establishment does not allow for a person or persons to conceal themselves from sight.

Storage

21. The Company will store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss. The only staff with access to the vault will be the owner, managers, and grow master. The vault will be located adjacent to the storage rooms and loading dock.
22. The Company will keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and MIPs securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
23. The Company will keep all locks and security equipment in good standing working order and design work order protocol for broken or non-functioning equipment. Managers or owner will implement weekly checks to ensure all locks and security equipment are in good standing working order. The Company will also follow routine testing guideline from their security company.
24. The Company will prohibit keys, if applicable, from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel. Keys will only be given to the owner and managers. Keycards and spare physical keys will be used.

Restricted Areas

25. The Company will protect combination numbers, passwords, key cards or access, or electronic or biometric security systems, to allow only authorized personnel to have access to limited access areas. The records of combination numbers, passwords, key cards or access, or electronic or biometric security systems will only be accessed by the owner and managers. The owner will keep an electronic record with a back-up of who has access to this information.
26. The Company will create limited access areas that will be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter – Restricted Area – Access Limited to Authorized Personnel Only" in lettering no smaller than 1 inch in height.
27. All restricted areas will be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Cannabis Control Commission reflecting walls, partitions, counters, and all areas of entry and exits. Said diagram will also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.
28. All outside vendors, contractors, and visitors must obtain visitor identification badge prior to entering a restricted area, and shall be escorted at all times by an authorized staff member to enter the restricted area. The visitor identification badge must 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 Cannabis Control Commission at all times. All visitor identification badges shall be returned upon exiting the establishment.

Employee Identification Card

29. An owner, operator, employee or other agent acting on behalf of the Company will apply for a marijuana agent identification card. The registration card identifies for the Commission and Law enforcement authorities, those individuals who may conduct the lawful operation of marijuana establishments defined in MGL Ch. 94G §9 (a) 1-4. The identification card allows access to the interoperable database in the Criminal Justice Information System allowing law enforcement to verify compliance of the lawful operation of marijuana establishments. The restrictions for applying for this identification card are as follows:
 - a. Be at least 21 years old
 - b. An individual who will be a controlling person of the Company will not have been convicted of a felony or convicted of an offense in another state that would be a felony in the commonwealth, except a prior conviction solely for a marijuana offense or solely for a violation of section 34 of chapter 94C of the General Laws.

unless the offense involved distribution of a controlled substance, including marijuana, to a minor, MGL Ch. 94G §5 (4).

- c. An application for an identification card shall include:
 - i. The full name, date of birth, and address of the individual;
 - ii. Written acknowledgement by the individual of the limitations on his or her authorization to carry out the lawful operations of a marijuana establishment;
 - iii. A copy of the individual's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Commission;
 - iv. An attestation that the individual will not engage in the diversion of marijuana;
 - v. Any other information required by the Commission.
- d. A marijuana establishment executive registered with the Commission must submit to the Department a Criminal Offender Record Information (CORI) report for each individual for whom the establishment seeks an identification card.
- e. A marijuana establishment must notify the Commission no more than one business day after an owner, operator, employee, or other agent ceases to be associated with the marijuana establishment.
- f. The individual's identification card shall be immediately void when he or she is no longer associated with the marijuana establishment.
- g. A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Commission.
- h. After obtaining an identification card for a marijuana establishment a controlling person is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days after any changes to the information that the marijuana establishment was previously required to submit to the Commission, of after discovery that an identification card has been lost or stolen.
- i. An owner, operator, employee or other agent acting on behalf of a marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business as defined in MGL Ch. 94G, §1, must carry his or her identification card at all times while

performing the lawful operations of a marijuana establishment including at all times while at an establishment or while transporting marijuana.

Disposal

30. Disposal of marijuana will be handled in accordance with 105 CMR 725.105(J), in excess of the quantity required for normal, efficient operation as established in 105 CMR 725.105 (G)(1);
31. The Company will ensure that no fewer than two agents witness and document how the marijuana is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The agents witnessing and documenting marijuana disposal will sign a "signoff" sheet located at the door of the disposal location. The Company shall keep these records for at least three years. The Company will also install cameras at the entrance and exits of the location of marijuana disposal.

Mandated Reporting Structure

32. The Company shall notify the Worcester Chief of Police regarding the security protocol and provide familiarity with the establishment.
33. To the extent requested by the City or Worcester's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the cause may be, the Company shall work with the City's Police Department in determining the placement of exterior security cameras.
34. The Company plans to cooperate with the Worcester Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule procedures, cooperation in investigations, and communications with the Police Department of any such suspicious activities at or in the immediate vicinity of the Facility, and with regard to any diversion procedures.
35. To the extent requested by Worcester Police Department, the Company shall work with the Police to implement a comprehensive diversion plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.
36. The Company shall promptly report the discovery of the following to the Worcester Police within 24 hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of

marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

37. Within 10 calendar days, the Company shall provide written notice to the Cannabis Control Commission of any type of incident described herein by submitting an incident report in the form and manner determined by the Cannabis Control Commission, which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.
38. All documentation related to an incident that is reportable herein shall be maintained by a marijuana establishment for no less than one year and made available to the Cannabis Control Commission and to law enforcement authorities acting within their lawful jurisdiction upon request.
39. The Company shall, on an annual basis, obtain at its own expense a security system audit by a vendor approved by the Cannabis Control Commission. A report of such audit must be submitted, in a form and manner determined by the Cannabis Control Commission no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the marijuana establishments security system, the establishment must also submit a plan to mitigate those concerns within 10 business days of submitting the audit.

Additional Safeguards

40. The Company will develop sufficient additional safeguards that present special security concerns.
41. The company will hire security that will be on the premises 24/7.

School Buffer

42. The Company will not operate a marijuana establishment located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, unless Worcester adopts an ordinance or by-law that reduces the distance requirement. The 500-foot distance under this section is measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed marijuana establishment. The current location of the Company is not located within a 500 feet radius of a pre-existing public or private school.

Inspections

43. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test. All security equipment will be tested regularly by the Owner and Managers to determine

if each equipment is in working order. The security company will commit an inspection as well using their own processes.

Transportation

44. When transporting marijuana products on behalf of a marijuana establishment, whether between authorized marijuana establishments, or to scheduled delivery locations, the Company shall:
- a. Weigh, inventory, and account for on video surveillance all marijuana transported prior to it leaving the origination location;
 - b. Re-weigh, re-inventory, and account for on video surveillance all marijuana transported, within eight hours after arrival at the destination except in cases of home delivery.
 - c. Document and report any unusual discrepancy in weight or inventory to the Cannabis Control Commission and local law enforcement within 24 hours.
 - d. Complete a shipping manifest in a form and manner determined by the Cannabis Control Commission for retention by the origination location, and carry a copy of said manifest with the products being transported; and
 - e. Securely transmit a copy of the manifest to the receiving destination prior to transport except in the case of home delivery.
45. The Company shall retain all shipping manifests for no less than one year and make them available to the Cannabis Control Commission upon request.
46. When transporting marijuana, the Company will ensure that the marijuana is:
- a. Transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana;
 - b. Not visible from outside the vehicle; and
 - c. Transported in a vehicle that bears no markings indicating that the vehicle is being used to transport marijuana nor identifies the name of the Company.
47. Any vehicle transporting marijuana shall travel directly to the receiving location and shall not make any stops except in the case of home delivery. In case of an emergency stop, a detailed log must be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle.
48. The company shall ensure that all delivery times and routes are staggered and not routine.

49. The Company shall staff all transport vehicles with a minimum of two staff members. At least one staff member shall remain with the vehicle at all times while the vehicle contains marijuana.
50. Each staff member shall have access to a secure form of communication with personnel at the sending site at all times that the vehicle contains marijuana.
51. Each marijuana establishment staff member shall carry his or her Cannabis Control Commission identification card at all times when transporting marijuana and shall produce it to the Cannabis Control Commission's authorized representative or law enforcement official upon request.
52. The Company shall report to the Cannabis Control Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, within 24 hours.
53. Delivery staff conducting home delivery of marijuana, shall confirm the age of the purchaser.
54. Each vehicle used for transport of marijuana shall have a global positioning system monitoring device that is monitored by the marijuana establishment during transport. The Company will use a city van to transport marijuana. The city van will be equipped with a global positioning system and dashboard camera to ensure operation within the above guidelines.

Personal Safety

55. The Company will provide employees with current information about worker's rights and labor laws as they relate to safety and health issues.
56. The Company will display the "OSHA Job Safety and Health: It's the Law" poster in the workplace. The poster will be displayed in a conspicuous place where the workers can see it.

Hazard Communication Plan

57. The Company will inform employees of hazards and identities of chemicals they are exposed to in the workplace, as well as the protective measures available.
58. The Company will display a "Hazardous Materials Label Identification System" poster in rooms containing nutrients and cleaning solutions to implement the hazards communications standard.
59. The Company will give an introduction to each employee on their first day of employment. The Company will inform employees of all warning and hazard signs for each section of the facility, guidelines for cleaning and sanitation stations, the locations

of emergency exits, the locations and use of fire safety equipment, the major evacuation route, the designated area after evacuating the facility, and the locations of all alarms.

Eye Protection

60. Safety goggles will be used as PPE to protect against the possibility of eye injuries due to liquid chemical splashes, aerosolized nuisance dust or flying debris, or ultraviolet light exposures.
61. Specific work processes that will necessitate the use of safety glasses or goggles for eye protection include: pesticide mixing and application, solvent use for extraction processes, automated bud and leaf trimming that may generate aerosolized organic dust, use of ultraviolet lamps in indoor cultivation operations, trim machinery may throw items out at extreme speed.
62. All eye protection will meet the requirements of ANSI Z87.1-1989.
63. If an individual wears prescription glasses, side shields and protective lenses will meet the requirements of ANSI z87.1-1989. Goggles can be worn over glasses if they fit comfortably and do not disturb the alignment of the glasses.
64. The Company will provide ANSI Z87.1-1989 compliant eye protection to individuals when needed. Ultraviolet protective glasses will be provided for individuals working in the grow rooms.

Hand and Skin Protection

65. Due to the nature of many of the activities associated with growing and processing marijuana, protection of the hands is a requirement. Gloves must be worn to protect against dermal contact from compounds that could irritate, sensitize, puncture or cut the skin.
66. Specific work processes that will necessitate the use of gloves include: pesticide mixing and application, solvent use for extraction processes, manual trimming of marijuana leave and buds for protection against nicks or cuts from rotating metal equipment blades, and cleaning processes.
67. The material choice of the glove depends on the nature of the hazard.
68. The Company will provide chemical resistant gloves to the individual working in chemical processes that necessitate the use of gloves.
69. The Company will provide tear resistant, latex, and nitrile powder free gloves to growers and trimmers.

Hearing Protection

70. Automated equipment running conveyor belts, fans for freezers and ventilation systems, and machinery motors are all sources of noise that may necessitate hearing protection and require evaluation.
71. The Company will allow individuals to use their own head phones or earbuds in trim rooms. The Company will also provide disposable earplugs.
72. The Company will provide disposable earplugs for individuals working in grow rooms.

Respiratory Protection Plan

73. Single-strap dust masks must be worn during certain dust generating activities including automated processing marijuana.
74. The Company will require individuals to wear face masks when trimming and processing marijuana.
75. The Company will install commercial grade ventilation throughout the facility.

Lockout/Tagout

76. In order to safeguard employees from the unexpected energization or startup of machinery and equipment or the release of hazardous energy during service or maintenance activities, a designated individual will be assigned to turn off and disconnect the machinery or equipment from its energy source(s) and either lock or tag the energy isolating device(s) to prevent the release of hazardous energy.
77. Authorized employee(s) will verify the energy has been isolated effectively.
78. The owner, master growers, and managers will be the only individuals handling machineries and equipment that release hazardous material.

Fire Protection Plan

79. Major fire hazards include the nutrients, cleaning solution, and marijuana product and waste.
 - a. Excess items not in use will be stored in a storage room. Employees will ensure each liquid solution is in a sealed, crack-free container.
 - b. Marijuana products and waste will have its own, separate disposal location. This waste disposal bin will be closed at all times.
 - c. The Company will install fire sprinklers and provide fire extinguishers near each major fire hazard as fire protection equipment to control each hazard.
80. The Company will store all excess nutrients and cleaning solutions that are not immediately in use in the storage area. The Company will ensure that unneeded nutrients

and cleaning solutions are not stored. Combustible waste materials will be disposed of in waste bins which will be cleared weekly by the waste company.

81. The Company will install a fire rated door at the entrance of the storage area and will place a fire extinguisher in the storage area. Each fire extinguisher and fire sprinkler will be inspected by the Worcester Fire Department based on their maintenance schedule.
82. The owner and managers of the Company will be responsible for maintaining equipment to prevent or control sources of ignition or fires.
83. The owner and managers of the Company will be responsible for the control of potential fire sources.
84. The following precautions for flammable liquids will be in place:
 - a. All containers of flammable liquids will be of an approved type and clearly marked.
 - b. All containers will have a secure capping device.
 - c. Open flames or lit cigarettes are prohibited within or near any liquid-gas storage areas.
 - d. Where drums are used as containers, they have taps and a drip tray.
 - e. Transportation will only take place while containers are sealed.
 - f. Spills must be cleaned up or covered with sand.
85. All paper and wood products must be kept away from open flames such as burners and pilot lights.
86. All oily clothes must be placed in metal bins with sealed lids and sent to be laundered professionally.
87. Exit corridors must always be kept clear.
88. Garbage must be disposed of regularly.

Emergency Action Plan

89. Ian Chen and/or David Valle will manage the Emergency Action Plan for Project Flower, LLC. The Emergency Plan Manager will also maintain all training records pertaining to this plan. The Emergency Plan Manager is responsible for scheduling routine tests of the Company emergency notification system with the appropriate authorities.

90. The Emergency Plan Manager will also coordinate with local public resources, such as fire department and emergency medical personnel, to ensure that they are prepared to respond as detailed in this plan. This includes allowing emergency responders to perform a walkthrough of the facility to familiarize themselves with the layout of the structures, types, and volume of hazardous chemical storage, and other hazards they might encounter when responding to an emergency. Emergency-responder input will be incorporated into this Emergency Action Plan.
91. The Company will provide adequate controls and equipment that, when used properly, will minimize or eliminate risk of injury to employees in an emergency.
92. Management of the Company will review this plan regularly to ensure proper adherence.
93. Supervisors will follow, and ensure that their employees are trained in the procedures of this plan.
94. Employees are responsible for following the procedures of this plan.
95. All fires and other emergency situations will be reported as soon as possible to Ian Chen and/or David Valle by one of the following means:
 - a. Verbally, as soon as possible during normal work hours; or
 - b. By telephone after normal hours or on weekends.
96. To eliminate confusion and false alarms, Ian Chen and/or David Valle is/are authorized to contact community emergency response personnel. If Ian Chen & David Valle cannot be reached, any individual with knowledge of a fire or other emergency situation may then contact emergency responders.
97. Under no circumstances will an employee attempt to fight a fire after it can no longer be put out with a fire extinguisher, nor will any employee attempt to enter a burning building to conduct search and rescue. These actions must be left to emergency services professionals (such as the fire department or emergency medical professionals) who have the necessary training, equipment, and experience to do so. Untrained people might endanger themselves or those they are trying to rescue.
98. In the event of a fire or other emergency situation Ian Chen and/or David Valle will ensure that all employees are notified as soon as possible using the building alarm system (which includes audible and visual alarms, 24 hours a day). Ian Chen and/or David Valle will provide special instructions to all employees via the public address system.
99. If a fire or other emergency situation occurs after normal business hours, Ian Chen and/or David Valle will contact all employees not on shift to provide future work status, depending on the nature of the situation.

100. Ian Chen and/or David Valle will maintain a list of all employees' personal emergency contact information and will keep the list near all potential fire hazard locations and in the Break-room for easy access in an emergency.
101. Emergency evacuation escape route plans are posted in rooms where the majority of foot traffic will take place, such as locker rooms, bathrooms, and any room related to the cultivation of marijuana throughout the Facility. In the event that a fire or emergency alarm is sounded or instruction for evacuation are given by Ian Chen and/or David Valle, all employees must immediately exit the building(s) at the nearest exits as shown in the escape route plans, and must meet as soon as possible at the front entrance or the side of the building. Employees with offices must close the doors (unlocked) as they exit the area.
102. Mobility-impaired employees and their assigned assistants will gather at the Break-room within the building to ensure safe evacuation.
103. If evacuation of the premises is necessary, some items may need to be secured to prevent further danger to the facility and personnel on hand (such as securing confidential or irreplaceable records, or shutting down equipment to prevent release of hazardous materials). Only the following people may remain in the building for the prescribed amount of time to secure the property and equipment to which they have been assigned.
 - a. Ian Chen and/or David Valle
104. All people remaining behind to shut down critical systems or utilities must be capable of recognizing when to abandon the operation or task. Once the property or equipment has been secured, or the situation becomes too dangerous to remain, those who remained behind must exit the building by the nearest escape route as soon as possible and meet the remainder of the employees at the Break-room.
105. Under no circumstances may an employee provide advanced medical care and treatment. These situations must be left to emergency services professionals, or Ian Chen who have necessary training, equipment, and experience. Untrained people might endanger themselves or those they are trying to assist.
106. Once an evacuation has occurred, the Ian Chen and/or David Valle will account for each employee or visitor assigned to them at the outside front entrance or the side of the building. Each employee is responsible for reporting to the appropriate responsible person(s) so an accurate head count can be made. All employee counts will then be reported to the Emergency Action Plan Manager as soon as possible.
107. Once the building has been evacuated, no one may re-enter the building for any reason, except for designated and properly trained rescue personnel (such as fire department or emergency medical professionals). Untrained people might endanger themselves or those they are trying to rescue.

108. All employees must remain at the outside front entrance or side of the building until the fire department or other emergency response agency notifies Ian Chen and/or David Valle that either:

- a. The building is safe for re-entry, in which case personnel will return to their workstations; or
- b. The building or assembly is not safe, in which case Ian Chen and/or David Valle will instruct personnel how or when to vacate the premises.

109. In the event that chemical, biological, or radiological contaminants are released into the environment in such quantity or proximity to the Company, authorities and/or Ian Chen might determine that it is safer to remain indoors rather than evacuate. The Emergency Action Plan manager will announce shelter-in place status by public address system.

- a. Ian Chen and/or David Valle will immediately close the business. If visitors are in the building, they will be advised to stay in the building for their safety.
- b. Unless there is an imminent threat, employees, customers, clients, and visitors will call their emergency contacts to let them know where they are and that they are safe.
- c. Ian Chen and/or David Valle will turn on call-forwarding or alternative telephone answering systems or services. The recording for voice mail or automated attendant will be changed to indicate that the business is closed, and that staff and visitors will be remaining in the building until authorities advise that it is safe to leave.
- d. Ian Chen and/or David Valle will quickly lock exterior doors and close windows, air vents, and fireplace damper. Ian Chen and/or David Valle familiar with the building's mechanical systems will turn off, seal, or disable all fans, heating and air conditioning systems, and clothes dryers, especially systems that automatically exchange inside air with outside air. If there is a danger of explosion, Ian Chen and/or David Valle must close window shades, blinds, or curtains.
- e. Ian Chen and/or David Valle will gather essential disaster supplies which are stored at the Break-room and the equipment storage area and will take them to the Break-room within the building.
- f. All employees, customers, and visitors will move immediately to the Break-room within the building. Ian Chen and/or David Valle will seal all windows, doors, and vents with plastic sheeting and duct tape.

- g. Ian Chen and/or David Valle will monitor telephone, radio, and Internet reports for further instructions from authorities to determine when it is safe to leave the building.
- 110. The Emergency Action Plan Manager will announce severe weather alerts (such as tornados) by public address system. All employees will immediately retreat to the Break-room until the threat of severe weather has passed as communicated by the Emergency Action Plan Manager.
- 111. All employees will receive instruction on this Emergency Action Plan as part of new-employee orientation. Additional training must be provided:
 - a. When there are any changes to the plan or facility;
 - b. When an employee's responsibilities change; and
 - c. Annually, as refresher training.
- 112. Fire/evacuation drills must be conducted at least annually and in coordination with local police and fire departments. Additional drills will be conducted if physical properties of the business change, processes change, or it is otherwise deemed necessary.
- 113. Ian Chen and/or David Valle will document all training pertaining to this plan and will maintain records in the owner's office and the Break-room.
- 114. This Emergency Action Plan must be reviewed annually, or as needed if changes to the worksite are made, by Ian Chen and/or David Valle. Following each fire drill, Ian Chen and/or David Valle will evaluate the drill's effectiveness and any weaknesses in the plan, and will implement improvements.

Emergency Procedures

- 115. The Company will place "EXIT" signs at the location of emergency exits.
- 116. The Company will place first aid supplies in most common rooms, any room related to marijuana cultivation, and all offices.
- 117. The Company will put in place a procedure to contact the owner or any nearby managers for first aid helps.
- 118. The Company will place fire extinguishers nearby all grow rooms, all fire hazard-related rooms, and in the Break-room
- 119. The Company will conduct a test fire drill during the first day of employment to inform employees on designated evacuation areas and procedures. Most rooms will have access to the fastest evacuation route to exit the building.

120. The emergency wash station will be located near rooms containing nutrients.

Drug and Alcohol Policy

121. The Company has a strong commitment to the health, safety, and welfare of its employees, their families and its customers. A commitment to maintain a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment, and prevention of substance abuse by employees.
- a. To support this commitment, the Company will give employees general drug and alcohol policy documents on their first day of employment stating the dangers of being intoxicated. The Company will also go over these documents during the first day of employment.
122. The goal of the Company is to provide a safe workplace by eliminating the hazards to health and job safety created by drug and alcohol abuse.
123. This policy applies to all employees of the company while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in or harms the reputation of the Company.
124. Although the Company has no intention of intruding into the private lives of its employees, it recognizes the involvement with alcohol or other drugs off the job eventually takes its toll on job performance. Our concern is to ensure that employees report to work in a condition to perform their duties safely and efficiently in the interest of their fellow workers and customers as well as themselves.
125. The Company will not tolerate or condone substance abuse. It is our policy to maintain a workplace free from alcohol and other drug abuse and its effects.
126. Employees who engage in the sale, use, possession or transfer of illegal drugs or controlled substances, or who offer to buy or sell such substances; the use of alcohol during work hours; or the abuse of prescribed drugs will be subject to disciplinary action up to and including termination.
127. The Company expects the full support of this policy by all employees and persons doing business with the company.
128. To provide a safe drug-free and alcohol-free work environment, the Company will recognize that there may be employees who have an alcohol or other drug problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help.
129. The Company may conduct alcohol and other drug screening tests both prospective to and during employment.

130. The Company may inspect persons and their property in out employ or doing business with.
131. The Company will cooperate with outside law enforcement agencies.
132. The company may take any other actions deemed necessary and appropriate by the Company.
133. The Company believes certifies that each employee has the responsibility to:
- a. Report to work at all times free of alcohol or other drugs and their effects.
 - b. Seek and accept assistance for alcohol and other drug-related problems before job performance is affected.

Confidential Information

134. During employment with the Company, employees may learn, worth with, and be entrusted with information and trade secrets that are confidential relating to the Company's operations, sales, products and designs. This information is not known outside of the company or even known to all the Company's employees. All employees must exercise the highest degree of care not to disclose any confidential information, even inadvertently to any unauthorized persons in or outside the Company.
135. Employees except within the scope of employment, cannot remove, make or cause to be made any copies, drawings, reports, correspondences or other writing or samples relating to the Company. Employees cannot use for their own gain or disclosure, except within the scope of employment, any trade secrets, other confidential information, data or knowledge relating to the Company.
136. Employees must surrender all documents, and information to the Company upon termination of employment or at any time upon request of their Supervisor.
137. An Employee will not seek to obtain any confidential information involving any matter which does not involve or relate to the person's job duties. Confidential information may not be maliciously tampered with, altered, or destroyed.
138. If an employee believes confidential information must be disclosed to a third part, they should consult with their Supervisor. There is no excuse for disclosure of confidential information.
139. Each Employee must promptly report to the employee's supervisor any now violation of this policy.

Dismissal Procedure

140. In cases of resignation, the employee must submit an official written resignation letter to the immediate supervisor. A notice is expected by the employee consistent with the minimum notice requirement, so the company can arrange alternatives for handling the remaining workload of the position. The resignation letter must be copied and submitted to the Human Resources department.
141. In cases of involuntary dismissal, the supervisor must submit an employee termination document to the human resources department at the date of separation or before that. Discharge for cause justified immediate suspension until the necessary documentation for termination has been gathered. In some instances, a termination meeting with the employee, supervisor, and human resources officer may be scheduled.
142. In cases of discharge without cause, the employer must notify the employee of termination a specified amount of time in advance. When severance pay is appropriate it will be officially stated in writing.
143. At all times, proper employee records will be kept containing all relevant documentation. A lawyer will be consulted prior to termination so the Company can ensure the legality of its actions.
144. A marijuana establishment must notify the Commission no more than one business day after an owner, operator, employee, or other agent ceases to be associated with the marijuana establishment.

Storage

145. The Company shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.
146. The Company shall provide adequate lighting such that each hallway and room is well-lit, and each individual has full visibility of the area. Energy-efficient lights will be placed throughout the facility and rooms.
147. The Company shall provide adequate ventilation such that the air will not contain any harmful contaminants that could be breathed in. Commercial grade ventilation and carbon filters will be installed throughout the whole facility to ensure adequate ventilation.
148. The Company shall provide adequate temperature and humidity regulation for each area of the facility.
- a. Each room containing marijuana will have individual temperature and humidity controls specifically to create a temperature suitable for growing marijuana plants.

- b. Each room not containing marijuana will have separate temperature and humidity controls to ensure ideal working conditions that will not disturb the marijuana plants.
 - c. The Company will install A/Cs, heaters, dehumidifiers, and humidifiers to ensure the temperature and humidity is correct for each area.
149. The Company will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed. The vaults are located in the center of the building. The vaults are only accessible via keycard access only available to the owner and to managers.
150. The storage areas shall be maintained in a clean and orderly condition. The storage area will be cleaned in sections once the marijuana is sold and new marijuana comes in. The storage areas will be separate from grow areas. The storage area will only be accessible by the owner, master grower, and certain managers.
151. The storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind.

Record Keeping

152. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.158(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant seeds and closed 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.
153. The Company will keep records in written and in digital spreadsheet form that are only accessible by the owner and managers. Owner and managers will oversee record keeping. Physical records will be in a locked filing cabinet. Digital records will be kept on a computer hard drive and hard drive back-up.
154. The Company will:
- a. 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;
 - b. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
 - c. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and

- d. Promptly transcribe inventories if taken by use of an oral recording device.
155. 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.
156. The Company shall tag and track all marijuana seeds, clones, plants and marijuana products, using seed-to-sale methodology in the form and manner to be approved by the Commission.
157. 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.
158. The Company will create a virtual separation of marijuana products for medical use and marijuana products intended for the sale of adult use.
159. Records of the Company will be available for inspection by the Commission, upon request. These records will be maintained in accordance with generally accepted accounting principles. Written records that are required and subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
- a. Written operating procedures as required by 935 CMR 500.105 (1);
 - b. Inventory records as required by 935 CMR 105(8);
 - c. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(c);
 - d. The following personnel records:
 - 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 Company and shall include, at a minimum: all materials submitted to the Commission pursuant to 935 CRM 500.030(2); documentation of verification or references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and

the topics discussed, including the time and title of presenters; documentation of periodic performance evaluations; a record of any disciplinary action taken; and 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;
 - v. All background check reports obtained in accordance with the 935 CMR 500.030.
- e. Business records, which shall include manual or computerized records of:
- i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
 - iv. Sales records including quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company
- f. Waste disposal records as required under 935 CMR 500.105(12); and
- g. Following closure of the Company, all records must be kept for at least 2 years at the expense of the Company and in a form and location acceptable to the Commission.

Handling Cash

160. At the end of each day, the Company will reconcile its cash on hand with its POS system to ensure that there is no theft or diversion.
161. Cash will be kept by the owner in a safe until it can be deposited. The safe will be located in the owner's office. The safe will be water and fire resistant, pry resistant, and impact resistant. A global positioning device will be placed inside of the safe. The safe will only be accessible to the owner and one manager.

162. Cash will be counted at the location of sale. Cash will be counted again by agents doing sales to dispensaries. Cash will be counted a third time by the owner or manager once it arrives at the location of the Company.
163. Cash will be transported from the facility to the bank by the owner and one manager. The cash will be transported in a city van or in the owner's car. Both vehicles will be equipped with GPS tracking.
164. The safe will only be accessible by the owner and one manager.
165. The Company will implement a written and electronic record of the amount of money in the safe. The owner and managers will keep these records.
166. The Company will use a counterfeit cash detection device during transactions to detect counterfeit cash.

Quality Control

167. 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 and 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.
168. The Company shall have a written policy for responding to laboratory results that indicate contaminant levels are above the 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 will be from both the Company and the Independent Testing Laboratory, separately and directly. The notification from the Company will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
169. The Company shall maintain the results of all testing for no less than 1 year.
170. The sale of seeds is not subject to these testing provisions.
171. Clones are subject to these testing provisions but are exempt from testing for metals.
172. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13).

173. All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(13).
174. All excess marijuana must be disposed in compliance with 935 CMR.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.
175. 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.
176. The Company will install environmental controls to control humidity and temperature in all rooms containing marijuana products. Each room will have individual controls for marijuana cultivation and product rooms.
177. The Company shall implement air showers, sanitation for shoes, and handwashing stations to ensure cleanliness, prevent degradation, and prevent contamination.
178. The owner and managers of the Company will oversee inspection of inbound and outbound shipment of goods and products. The owner and managers will conduct visual tests to ensure inbound and outbound shipments are labelled correctly, that the products being sent or received are correct, and that the containers are not broken or cracked in any way.
179. The owner and managers of the Company will inspect the labeling and packing of goods and products. The Company will use a quality control checklist for inspection.

Diversity Plan

Goals

180. The Company has a strong commitment to promoting equity and diversity in the workplace. The Company will seek to hire 30% of their employees in the following groups: minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.
181. The Company will encourage open communication between staff and management to secure equitable employment of minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.

Programs

182. The Company will do the following to attract minority applicants:
- a. Advertising employment opportunities in diverse publications or other mediums;

- b. Advertising employment opportunities tailored to individuals falling into the above-listed demographics with career centers;

183. The Company will provide the following tools to ensure equitable employment of minorities:

- a. Managers will hold quarterly meetings to discuss changes employees wish to see to improve equity in the workplace.

Measurements

184. The Company will document the number of employees hired, retained and promoted in the above groups.

185. The Company will collect and document feedback regarding the effectiveness of equity policies.

Prevention of Diversion

186. The Company agrees to cooperate with the Worcester Police Department with regard to any anti-diversion procedures.

187. To the extent requested by the City's Police Department, the Company shall work with the Police to implement a comprehensive diversion plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

188. The Company shall promptly report the discovery of diversion of marijuana to the City Police within 24 hours of the Company becoming aware of such event.

189. The Company will provide training to each employee on the first day of employment. Training will include information on how to contact the owner and the Worcester Police Department in the event of a diversion.

Packaging and Labeling

190. The Company will package the finished cannabis products prior to transferring them to a distributor.

191. The packaging will protect the product from contamination and ensure that the product is child-resistant.

192. Products will not be packaged to look like non-cannabis food.

193. The Company will make sure that the customer would be easily able to see that the package has been damaged, opened, or tampered with.

194. If the Company provides a package that is intended for multiple uses, it will ensure the package is easily resealable.

195. The Company will use the universal symbol for manufactured cannabis products. This symbol will be black.

Cultivation Plan

196. The Company will begin cultivation with seeds and/or cones in order to find suitable mother plants. The Company will then take clones from these mother plants to continue growing.
197. The Company will maintain proper cultivating techniques and automation throughout the facility. The marijuana plants will be maintained on a proper schedule in the following ways:
- a. Doing feeds
 - b. Integrated Pest Management (IPM)
 - c. Low stress training (LST)
 - d. High stress training (HST)
 - e. Tagging each plant in the facility.

Energy Efficiency and Conservation

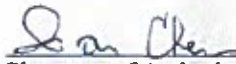
198. The Company will install the following equipment: an air shower, LED grow lights, energy efficient lights in rooms and hallways, HVAC equipment such as a heater, air conditioner, carbon air filters, dehumidifiers, and humidifiers.
199. The Company will install LED grow lights and energy efficient lights in rooms and hallways to conserve energy and be energy efficient.
200. The Company will install energy efficient machinery, windows, doors and insulating the building to maximize energy efficiency throughout the facility.
201. The Company will comply with the energy code of Massachusetts and the CCC

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Ian Chen, (insert name) certify as an authorized representative of Basket Project Flower LLC (insert name of applicant) that the applicant has executed a host community agreement with Worcester, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on March 8, 2022 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Edward M. Augustus, Jr., (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Worcester (insert name of host community) to certify that the applicant and City of Worcester (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 08, 2022 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

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): 8/23/2022
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: 8/9/22

b. Name of publication: Telegram +
Gazette

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: 8/3/22

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: 8/12/22

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



Name of applicant:

Projekt Flower, LLC

Name of applicant's authorized representative:

Ian Chen

Signature of applicant's authorized representative:

Ian Chen

LOCALiQ
NEW ENGLAND

Attachment A

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Blumsack & Canzano, P.C.
Blumsack & Canzano, P.C.
867 BOYLSTON STREET
5TH FLOOR
BOSTON MA 02116

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

The Telegram & Gazette, a newspaper distributed in the county of Worcester, published in the City of Worcester, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/09/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/09/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$54.28

Order No: 7592941

Customer No: 705421

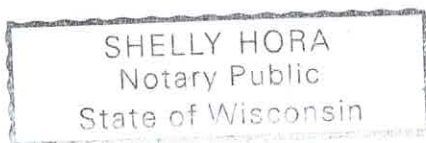
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

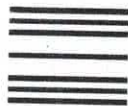


Community Outreach Meeting Notice

Notice is hereby given that Projekt Flower, LLC will hold a Community Outreach Meeting on August 23rd at 6:00 PM at 13 Hope Ave, Worcester, MA 01603 to discuss the proposed citing of a Marijuana Establishment. The proposed Marijuana Establishment is anticipated to be located at 13 Hope Ave, Worcester, MA 01603. Interested members of the community are encouraged to ask questions in advance and receive answers about the proposed facility and operations. There will be a question-and-answer session after the presentation.

#7592941 8/9/22

Blumsack and Canzano
867 Boylston St, Fl 5
Boston MA 02116-2774



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City Clerk
City Hall
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Worcester MA 01608-1870

Blumsack & Canzano, P.C
867 Boylston Street, 5th Floor
Boston, MA 02116

Charles E. Blumsack (1946-2000)*
Richard M. Canzano*
Kegan Moody*
Christopher Walsh*
Dan Richard*

Duo Liu*****
Webber Zhang**
Alberto Ghiani**
Jhan Litov**
Carrie Peng**

Sean M. McAteer***
Kevin Tung****
Kun-Chol Kim*****

* Admitted in MA
** Admitted in NY

*** Admitted in RI
**** Admitted in NY & NJ

***** Admitted in TN
***** Admitted in NY & MA

Blumsack & Canzano
867 Boylston Street, 5th Floor,
Boston, MA 02116
Phone: 857-990-9060
Email: contact@mybostonlawfirm.com

City Clerk
City Hall, Room 206
455 Main Street
Worcester, MA 01608

**RE: Notice of Community Outreach Meeting for Marijuana Cultivator License
Application, Notice to City Clerk**

Applicant: Ian Chen
Name of Business: Projekt Flower, LLC
Location of Business: 13 Hope Ave, Worcester, MA 01603

To whom it may concern,


Please be advised that this office is representing Ian Chen in connection with this matter. Please see the attached Community Outreach Meeting Notice regarding our client's Marijuana Cultivator license. Please file accordingly.

Thank you for your time. Please send any correspondence to 867 Boylston St, 5th Floor, Boston, MA 02116. You can also reach us at (857) 990-9060 or email contact@mybostonlawfirm.com.

Dated:

08/03/2022

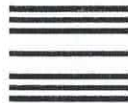
Sincerely,


Duo Liu
On behalf of Blumsack & Canzano

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Blumsack and Canzano
867 Boylston St, Fl 5
Boston MA 02116-2774



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Planning & Regulatory Services
City Hall, Room 404
455 Main St
Worcester MA 01608-1821

Blumsack & Canzano, P.C
867 Boylston Street, 5th Floor
Boston, MA 02116

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Boston, MA 02116
Phone: 857-990-9060
Email: contact@mybostonlawfirm.com

Planning & Regulatory Services
City Hall, Room 404
455 Main Street
Worcester, MA 01608

**RE: Notice of Community Outreach Meeting for Marijuana Cultivator License
Application, Notice to Planning Board**

Applicant: Ian Chen
Name of Business: Projekt Flower, LLC
Location of Business: 13 Hope Ave, Worcester, MA 01603

To whom it may concern,

Please be advised that this office is representing Ian Chen in connection with this matter. Please see the attached Community Outreach Meeting Notice regarding our client's Marijuana Cultivator license. Please file accordingly.

Thank you for your time. Please send any correspondence to 867 Boylston St, 5th Floor, Boston, MA 02116. You can also reach us at (857) 990-9060 or email contact@mybostonlawfirm.com.

Dated:

08 / 03 / 2022

Sincerely,


Duo Liu
On behalf of Blumsack & Canzano

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Blumsack and Canzano
867 Boylston St, Fl 5
Boston MA 02116-2774



Alexandra H. Kalkounis
City Hall, Room 301
455 Main St
Worcester MA 01608-1821

Blumsack & Canzano, P.C
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Boston, MA 02116
Phone: 857-990-9060
Email: contact@mybostonlawfirm.com

Alexandra H. Kalkounis
City Hall, Room 301
455 Main Street
Worcester, MA 01608

**RE: Notice of Community Outreach Meeting for Marijuana Cultivator License
Application, Notice to Contracting Authority**

Applicant: Ian Chen
Name of Business: Projekt Flower, LLC
Location of Business: 13 Hope Ave, Worcester, MA 01603

To whom it may concern,

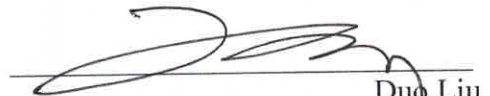
Please be advised that this office is representing Ian Chen in connection with this matter. Please see the attached Community Outreach Meeting Notice regarding our client's Marijuana Cultivator license. Please file accordingly.

Thank you for your time. Please send any correspondence to 867 Boylston St, 5th Floor, Boston, MA 02116. You can also reach us at (857) 990-9060 or email contact@mybostonlawfirm.com.

Dated:

08/03/2022

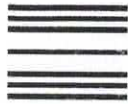
Sincerely,


Duo Liu
On behalf of Blumsack & Canzano

Community Outreach Meeting Notice

Notice is hereby given that Projekt Flower, LLC will hold a Community Outreach Meeting on August 23rd at 6:00 PM at 13 Hope Ave, Worcester, MA 01603 to discuss the proposed citing of a Marijuana Establishment. The proposed Marijuana Establishment is anticipated to be located at 13 Hope Ave, Worcester, MA 01603. Interested members of the community are encouraged to ask questions in advance and receive answers about the proposed facility and operations. There will be a question-and-answer session after the presentation.

Blumsack and Canzano
867 Boylston St, Fl 5
Boston MA 02116-2774



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ZIP 02116
AUG 03 2022



License Commission Marijuana Licensure
City Hall, Room 404
455 Main St
Worcester MA 01608-1821

Blumsack & Canzano, P.C
867 Boylston Street, 5th Floor
Boston, MA 02116

Charles E. Blumsack (1946-2000)*
Richard M. Canzano*
Kegan Moody*
Christopher Walsh*
Dan Richard*

Duo Liu*****
Webber Zhang**
Alberto Ghiani**
Jhan Litov**
Carrie Peng**

Sean M. McAteer***
Kevin Tung****
Kun-Chol Kim*****

* Admitted in MA
** Admitted in NY

*** Admitted in RI
**** Admitted in NY & NJ

***** Admitted in TN
***** Admitted in NY & MA

Blumsack & Canzano
867 Boylston Street, 5th Floor,
Boston, MA 02116
Phone: 857-990-9060
Email: contact@mybostonlawfirm.com

Licensing Authority for Adult-use Marijuana
City Hall, Room 404
455 Main Street
Worcester, MA 01608

**RE: Notice of Community Outreach Meeting for Marijuana Cultivator License
Application, Notice to local Marijuana Licensing Authority**

Applicant: Ian Chen
Name of Business: Projekt Flower, LLC
Location of Business: 13 Hope Ave, Worcester, MA 01603

To whom it may concern,

Please be advised that this office is representing Ian Chen in connection with this matter. Please see the attached Community Outreach Meeting Notice regarding our client's Marijuana Cultivator license. Please file accordingly.

Thank you for your time. Please send any correspondence to 867 Boylston St, 5th Floor, Boston, MA 02116. You can also reach us at (857) 990-9060 or email contact@mybostonlawfirm.com.

Dated:

08/03/2022

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Duo Liu

On behalf of Blumsack & Canzano

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Plan to Remain Compliant with Local Zoning

Projekt Flower, LLC (“Projekt”) will remain compliant at all times with the local zoning requirements as set forth by the City of Worcester. In accordance with the Zoning Bylaws, Projekt’s proposed marijuana establishment located at 13 Hope Ave in compliance with 935 CMR 500.110(3).

13 Hope Ave is designated as a zoning district which allows for the proposed Marijuana Establishment and its intended use for marijuana cultivation and product manufacture as a permitted use. Projekt will keep working on seeking the special permit from City of Worcester. Upon the event of Projekt obtaining the necessary permitting from the municipality, Projekt will continue in its application to the Cannabis Control Commission (“CCC”).

Projekt has already attended meetings with the municipal officials to discuss Projekt’s plans for a proposed Marijuana Cultivator and has executed a Host Community Agreement with City of Worcester. Projekt will continue to work cooperatively with various municipal departments, boards and officials to ensure that Projekt’s Marijuana Cultivator remains compliant with all local laws, regulations, rules and codes with respect to design, construction, operation, and security.

Blumsack & Canzano, P.C
867 Boylston Street, 5th Floor
Boston, MA 02116

Charles E. Blumsack (1946-2000)*
Richard M. Canzano*
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* Admitted in MA
** Admitted in NY

*** Admitted in RI
**** Admitted in NY & NJ

***** Admitted in TN
***** Admitted in NY & MA

Blumsack & Canzano
867 Boylston Street, 5th Floor,
Boston, MA 02116
Phone: 857-990-9060
Email: contact@mybostonlawfirm.com

RE: Notice of Community Outreach Meeting for Marijuana Cultivator License
Application, Notice to Abutter

Applicant: Ian Chen
Name of Business: Projekt Flower, LLC
Location of Business: 13 Hope Ave, Worcester, MA 01603

To whom it may concern,

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Thank you for your time. Please send any correspondence to 867 Boylston St, 5th Floor,
Boston, MA 02116. You can also reach us at (857) 990-9060 or email us at
contact@mybostonlawfirm.com.

Sincerely

Dated: 08/12/2022

/s/ Duo Liu

Duo Liu
On behalf of Blumsack & Canzano

Community Outreach Meeting Notice

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Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



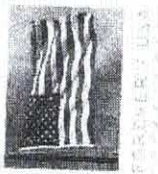
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0001 MERCANTILE ST SUITE 510
WORCESTER MA 01608

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



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0604 PLEASANT ST
WORCESTER MA 01602

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



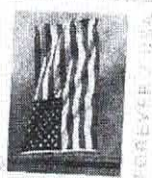
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0029 HOPE AVE
WORCESTER MA 01608

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



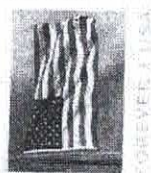
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Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



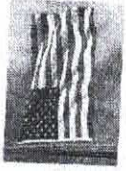
[REDACTED]
1051 SOUTHBRIDGE ST
WORCESTER MA 01610

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



[REDACTED]
0017 TRACY PL
WORCESTER MA 01603

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



██████████
0021 ALEXANDER RD
WORCESTER MA 01606

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



██████████
0011 CAPE DR
SUITE 4
MASHPEE MA 02649

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



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1001 SOUTHBRIDGE ST
WORCESTER MA 01610

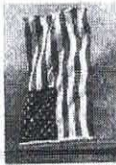
Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



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P.O. BOX 15011
WORCESTER MA 01615

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116

████████████████████
1001 SOUTHBRIDGE ST
WORCESTER MA 01610



Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116

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0007 CANTERBURY ST
WORCESTER MA 01610



Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



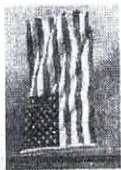
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WORCESTER MA 01615

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



75 HAMMOND ST
WORCESTER MA 01610

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



1019 SOUTHBRIDGE ST
WORCESTER MA 01610

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



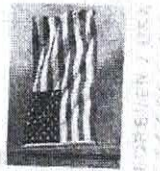
PO BOX 15011
WORCESTER MA 01615

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



0016 TRACY PL
WORCESTER MA 01603

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



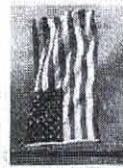
0014 TRACY PL
WORCESTER MA 01603

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



[REDACTED]
0012 TRACY PL
WORCESTER MA 01603

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



[REDACTED]
0329 WEST MAIN ST
MILLBURY MA 01527

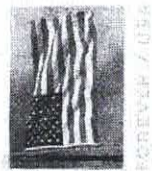
Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116

0005 TRACY PLACE
CANAAN ST
SREWSBURY MA 01545

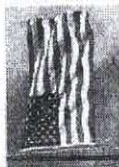


Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116

0006 SENECA ST
WORCESTER MA 01603



Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



FOREVER / USA

0017 EVERS ST
WORCESTER MA 01603

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



FOREVER / USA

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WORCESTER MA 01603

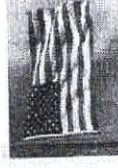
Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116


1034 SOUTHBRIDGE ST
WORCESTER MA 01610




Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116


0173 GLENWOOD RD
RUTLAND MA 01543




Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116


0007 EVERS ST
WORCESTER MA 01603



Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116


0005 EVERS STREET
WORCESTER MA 01603



Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



0011 BBCHING ST
WORCESTER MA 01602

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



0008 CARDINAL CIR
DERRY NH 03038

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



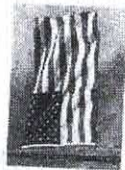
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Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



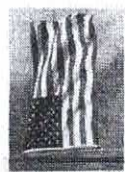
P.O. BOX 15011
WORCESTER MA 01615

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



[REDACTED]
1001 SOUTHBIDGE ST
WORCESTER MA 01610

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



[REDACTED]
P.O. BOX 15011
WORCESTER MA 01615

Blumsack and Canzano
867 Boylston Street, 5th Floor
Boston, MA 02116



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

[Redacted]
020A HOPE AVE
WORCESTER MA 01603

**PLAN FOR IMPACT
of
Projekt Flower, LLC**

Goals

1. Donate \$3,000 annually to Jeremiah's Inn, located at 1059 Main Street, Worcester MA 01603, an area of disproportionate impact.
2. 50% of staff are members of disproportionately impacted groups, including
 - a. 10% of Economic Empowerment Priority recipients
 - b. 10% of Participants in the Social Equity program
 - c. 30% of Residents of Areas of Disproportionate Impact (Census Tract 7312.04) in Worcester city

Programs

3. The Company will submit their information to the Massachusetts CCC, using the Equity Involvement Form, to make their company available to Certified Economic Empowerment Priority recipients and Commission-designated Social Equity Program participants.
4. The Company will give hiring preference to the following groups:
 - a. Economic Empowerment Priority recipients
 - b. Participants in the Social Equity program
 - c. Residents of Areas of Disproportionate Impact (Census Tract 7312.04)

Those employment opportunities will be posted and renewed monthly in the local newspaper, Worcester Telegram.

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

5. The Company will encourage employees to volunteer by posting contact information for various food banks/soup kitchens in Worcester. The information will be included in the applicable employees' handbook and announced to employees within the Cultivation Establishment each month. The employees will be encouraged to volunteer at least 8 hours each month.

Measurements

6. The Company will track and document the number of employees in the previously established groups, aiming for 30% employment.
7. The Company aims to donate at least \$3,000 annually to Jeremiah's Inn, located at 1059 Main Street, Worcester MA 01603.
8. The Company will track the number of hours volunteered at Worcester food banks and soup kitchens, as well as hours volunteered in other areas of disproportionate impact.
9. The Company will keep the documentation existed in the process of this plan one year after the issuance of the provisional license. The records will then be kept and updated annually upon renewal.

Acknowledgement

10. Any actions taken, or programs instituted, by the Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable Massachusetts laws.



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: 0014927381. The exact name of the limited liability company is: PROJEKT FLOWER, LLC

2a. Location of its principal office:

No. and Street: 13 HOPE AVECity or Town: WORCESTERState: MAZip: 01603Country: USA

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

No. and Street: 13 HOPE AVECity or Town: WORCESTERState: MAZip: 01603Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: IAN CHENNo. and Street: 15 NORTH BEACON STREETCity or Town: ALLSTONState: MAZip: 02134Country: USAI, IAN CHEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	IAN CHEN	12 CARDINAL CIRCLE DERRY, NH 03038 USA

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

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

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of March, 2021,
DUO LIU

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

THE COMMONWEALTH OF MASSACHUSETTS

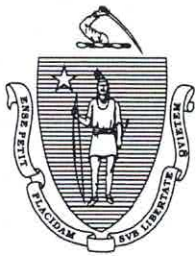
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

March 09, 2021 12:39 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

May 3, 2022

TO WHOM IT MAY CONCERN:

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

PROJEKT FLOWER, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 9, 2021.**

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

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

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

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



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

mass.gov/dor

Letter ID: L0889144768
Notice Date: May 15, 2022
Case ID: 0-001-510-147



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PROJEKT FLOWER LLC
13 HOPE AVE
WORCESTER MA 01603-2210

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Ian Chen

15 North Beacon Street, Apt. 1007
Allston, MA 02134

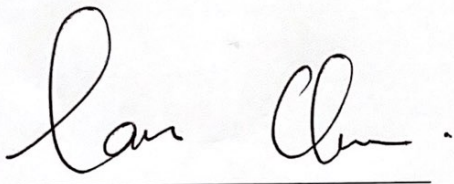
Subject: Department of Unemployment Assistance Good Standing Requirement

To Massachusetts Cannabis Control Commission:

I certify that the following is true under the penalties of perjury:

My name is Ian Chen. I propose to run a Marijuana Cultivation business, Projekt Flower, LLC located at 13 Hope Avenue, Worcester MA, 01603. For my Marijuana business, I currently have not hired any employees. Because of that, I would not be able to register with the Department of Unemployment Assistance until I hire any new employees.

Thank you for your time. I really appreciate your consideration of my Marijuana Cultivation License application.

A handwritten signature in black ink, appearing to read "Ian Chen", is written over a horizontal line.

Dated: 05/16/2022.

Applicant: Ian Chen

Liability Insurance Plan

1. Projekt Flower, LLC (“the Company”) will obtain and maintain general liability coverage with minimum limits of at least \$1 million per occurrence and \$2 million aggregate, and product liability insurance coverage of \$1 million per occurrence and \$2 million aggregate, with a maximum deductible of \$5,000 per occurrence as is mandated for Marijuana Establishments under 935 CMR 500.105(10)(a).
2. In the event that the Company is unable to obtain the required coverage, the Company will provide documentation of the unavailability of coverage. The liability insurance requirement will then be met by a deposit of \$250,000 or some other amount approved by the CCC, into an escrow account as is mandated under 935 CMR 500. 105(10)(b).
3. The Company has obtained general liability coverage under Evanston Insurance Company.



13 Hope Avenue,
Worcester, Massachusetts 01603
Phone: 603-540-2132
E-mail: ianc9013@yahoo.com



2022

BUSINESS PLAN

CANNABIS CULTIVATION

*This document contains
Confidential & Proprietary Information
belonging exclusively to Projekt Flower, LLC*



Content

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The U.S. Cannabis Market	11	Executive Team	33
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01



Executive Summary

Company Summary

Market Opportunities

Start-up Summary

Financial Summary

Company Summary

Projekt Flower is a new company which is intending to penetrate into the cannabis cultivation market in Massachusetts. Projekt Flower is applying for a cultivation license and intends to start with one greenhouse/warehouse 24,155 sq. ft., location. Projekt Flower intends to start its growing business from rockwool and will be using commercial grade equipment throughout the entire process.

Projekt Flower is to be organized/formed as a Limited Liability Company (LLC) and will be led by Ian Chen, who will serve as the Owner/Manager.

Projekt Flower is a company that will be built on a solid foundation. From our inception, we have decided to recruit only qualified people to man various job positions in our company. Projekt Flower will seek to leverage on their expertise to build our business brand as a premiere cannabis cultivator within the United States.

Main Goals

- ✓ Getting a Marijuana Establishment Cultivator license and to build a successful commercial cultivation facility.
- ✓ To be fully compliant with all regulation and be primed and ready for national expansion as federal laws adjust and evolve to the benefit of the cannabis industry.

Mission

- ✓ To grow one of the best cannabis products, to establish an innovative cannabis growing brand with affordable prices to dispensaries and manufacturers of Massachusetts.

Products & Services

Company will have the ability to vegetate between 1,000-1,100 plants and flowers concurrently, will grow up to four different strains of marijuana, and will have the ability to grow from seedling/clone to finished product. Projekt Flower will dry and process all cannabis flowers into labeled/inventoried vacuum sealed bags before delivery.

Objectives

Year 1: Securing the license to start cultivation in state Massachusetts.

Year 3: Brand and distribute our product line throughout Massachusetts.

Year 5: The Projekt Flower brand is now a trusted and consistent brand.

Market Opportunities

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

The North America legal cannabis market amounted to about \$30 billion in 2021, growing by almost 50 percent on the year. The largest market was the United States, which totaled almost \$25 billion. It was followed by Canada with over \$4 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$37 billion in 2022 with the compound annual growth rate (CAGR) to over 20%.

With the adoption of recent initiatives, 38% of the population now lives in jurisdictions that have legalized recreational cannabis, and 76% of all states have approved cannabis for medical use.

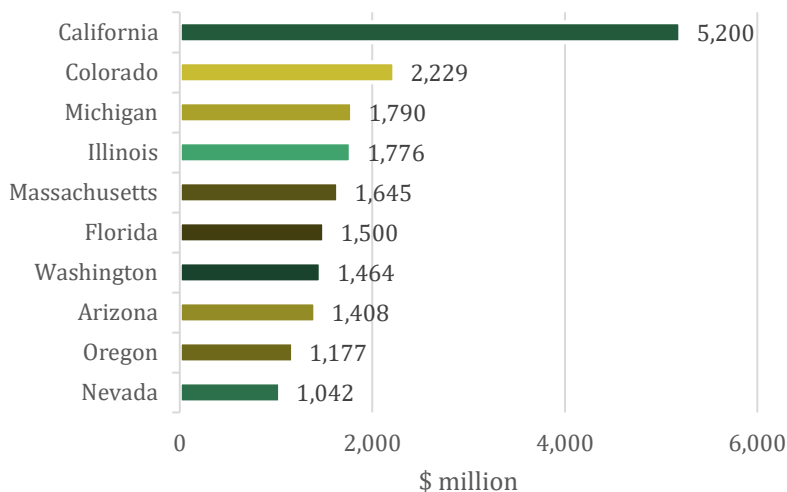


Figure 1. Medical and recreational cannabis sales in top states, 2021

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

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

Massachusetts in November 2018.

Medical cannabis sales totaled about \$315 million in 2021. Since March 2019 (medical sales data became available through METRC tracking system), total program revenue to date is \$693.5 million.

Cannabis stores sold about \$1.93 million worth of cannabis products during the first month and in December 2019 total legal cannabis sales exceeded \$246 million, according to figures released by the Cannabis Control Commission². In 2020, Marijuana Establishments generated about \$700 million in gross sales despite two months of closures, and in 2021, retail sales exceeded \$1.33 billion. Since November 2018, total program revenue to date is \$2.2 billion. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

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

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

Start-up Summary

The business will be fully funded with \$2 million. This will include total capital cost of over \$1 million, leaving nearly \$1 million as working capital.

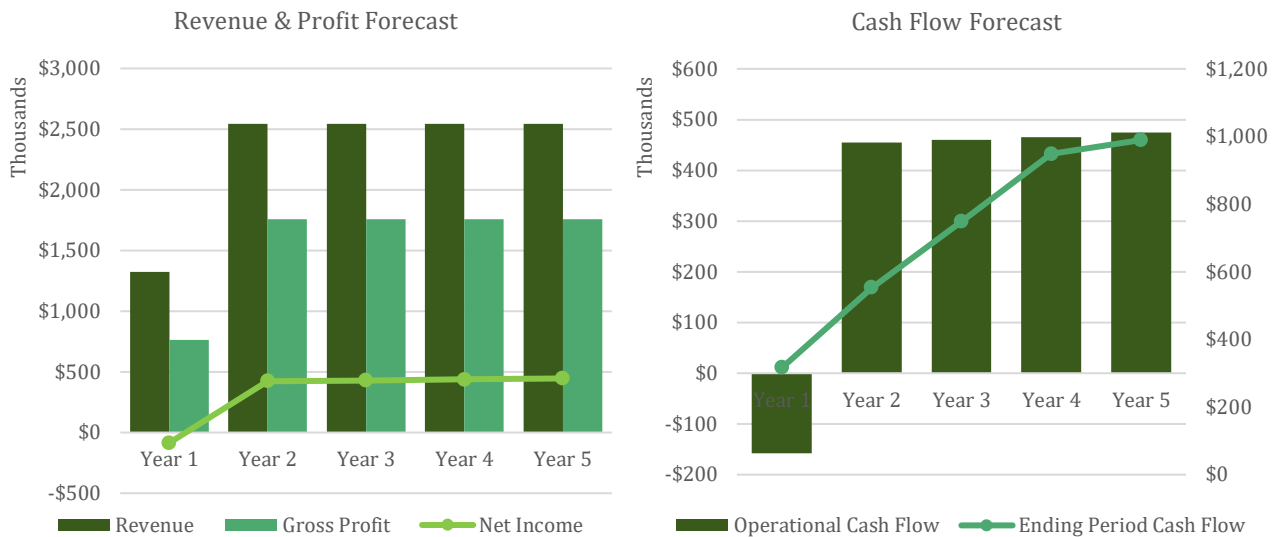
Table 1. Start-up expenses, \$

\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
Land & Development	0	0	0	0
Building for Cultivation, build out	143,906	0	0	0
Growing Equipment	667,194	0	0	0
Lighting System	268,196	0	0	0
Alarm & Security System	51,806	0	0	0
Monitoring - Video & Camera System	36,264	0	0	0
Computer System	25,903	0	0	0
Other	0	0	0	0
Other	0	0	0	0
Other	0	0	0	0
OPEX				
COGS - Cost of Goods Sold	161,017	232,103	246,192	246,192
G&A Expenses - Initial & General Costs	93,348	48,348	48,348	48,348
G&A Expenses - Cultivation	145,992	221,388	222,588	222,588
SG&A Expenses - Marketing & Sales Expenses	23,811	42,771	42,771	42,771
Salaries & Benefits	28,662	28,662	28,662	28,662
SG&A Expenses - Misc.	10,192	14,910	14,970	14,970
Total	1,656,291	588,182	603,531	603,531

Financial Summary

Projekt Flower will fund its startup costs largely through personal savings and family investment.

From a total investment of \$2 million, Projekt Flower, LLC is expected to generate nearly \$3.1 million in gross revenues in Year 2, its first full year of operations. Revenues are expected to grow to nearly \$3.2 million in Year 3 and \$3.3 million in Year 5.



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

Direct and Indirect Social Impacts

Company will create more than 15 new jobs in county with over \$0.1 million salaries, \$25,775 Social Security taxes, \$7,581 Medicare taxes and \$36,664 for Insurance each year. Company also intends 0.5% of sales will be allocated to the schools and different community programs.

Table 2. Taxes and social flow, \$

	Year 1	Year 2	Year 3	Year 4	Year 5
Federal Tax	266,660	614,604	614,604	614,604	614,604
State Tax	17,675	100,826	101,336	101,928	102,799
Community programs	6,623	12,718	12,718	12,718	12,718

02

Market Overview

Global Cannabis Market

North America Cannabis Market

U.S. Cannabis Market

Massachusetts Cannabis Industry

SWOT Analyses

Global Market

The BDSA's global legal cannabis forecast shows that global cannabis sales for 2020 reaching nearly \$21.3 billion³, an increase of 48% over 2019 sales, and global cannabis sales are estimated to exceed \$30 billion in 2021, an increase of about 40% over 2020.

Spending on legal cannabis worldwide is expected to reach about \$50 billion by 2025 at a compound annual growth rate (CAGR) of 20% from 2020 and hit \$57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about \$46.5 billion and other \$10.5 billion would go to other markets. The largest growth rate is predicted within the rest-of-world markets with projected \$2 billion in 2027.

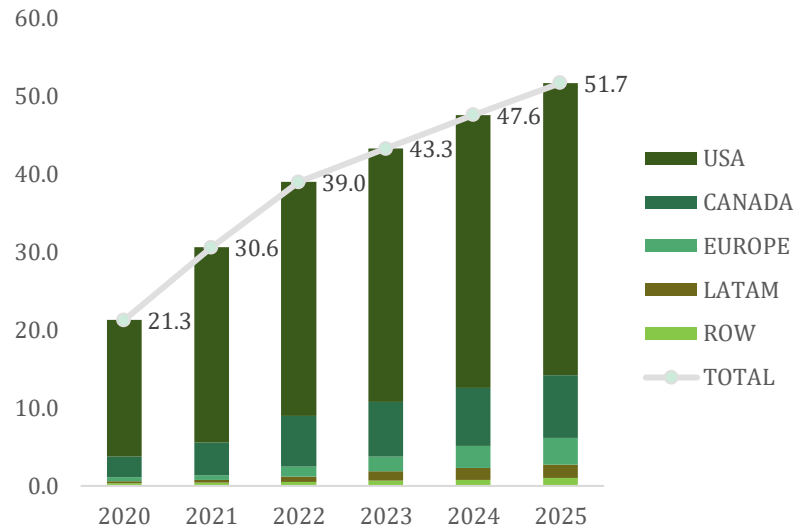


Figure 2. Global spending by region (in USD billions), BDSA forecast

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

Legal medical cannabis spending outside the U.S. and Canada increased 30% in 2021 compared to 2020, from \$1.1 billion to nearly \$1.4 billion, largely due to markets in Germany and Mexico. According to the report, international cannabis sales will grow in value to about \$8 billion in 2026 at a CAGR of 40%.

Key Trends:

- The initial decision by many U.S. states and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in Canada and in almost 40% of U.S. states triggered a second wave of legalizing laws internationally to increase access to cannabis products.
- In the sixth edition of the European Cannabis Report – produced by London-based advisory group Prohibition Partners – Europe's cannabis market is projected to grow with a CAGR of 67.4% from 2021 to reach almost €3.2 billion by 2025.
- The size of the Latin America cannabis market has an estimated market value of \$400 million in 2021 and is projected to be driven by Mexico with a CAGR of 104%. Mexico is expected to account for nearly 32% of legal cannabis spending outside the U.S. and Canada.
- According to a New Frontier Data report, Africa with over 10% of global cannabis demand will rank fourth after North America, Europe and Latin America.
- Oceania's legal cannabis market is forecast to grow from about \$100 million in 2021 to \$1.2 billion in 2027, the 5th largest in the world.
- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

³ <https://www.globenewswire.com/news-release/2021/03/02/2185408/0/en/BDSA-Reports-Global-Cannabis-Sales-Exceeded-21-Billion-in-2020-Forecasts-55-9-Billion-by-2026.html>

North American Cannabis Market

The North America legal cannabis market amounted to about \$30 billion in 2021, growing by almost 50 percent on the year. The largest market was the United States, which totaled almost \$25 billion. It was followed by Canada with over \$4 billion.

Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$37 billion in 2022 with the compound annual growth rate (CAGR) to over 20% as more states legalize cannabis for recreational use and existing markets mature and will grow to \$46.5 billion five years later based on the Arcview Market Research report⁴.

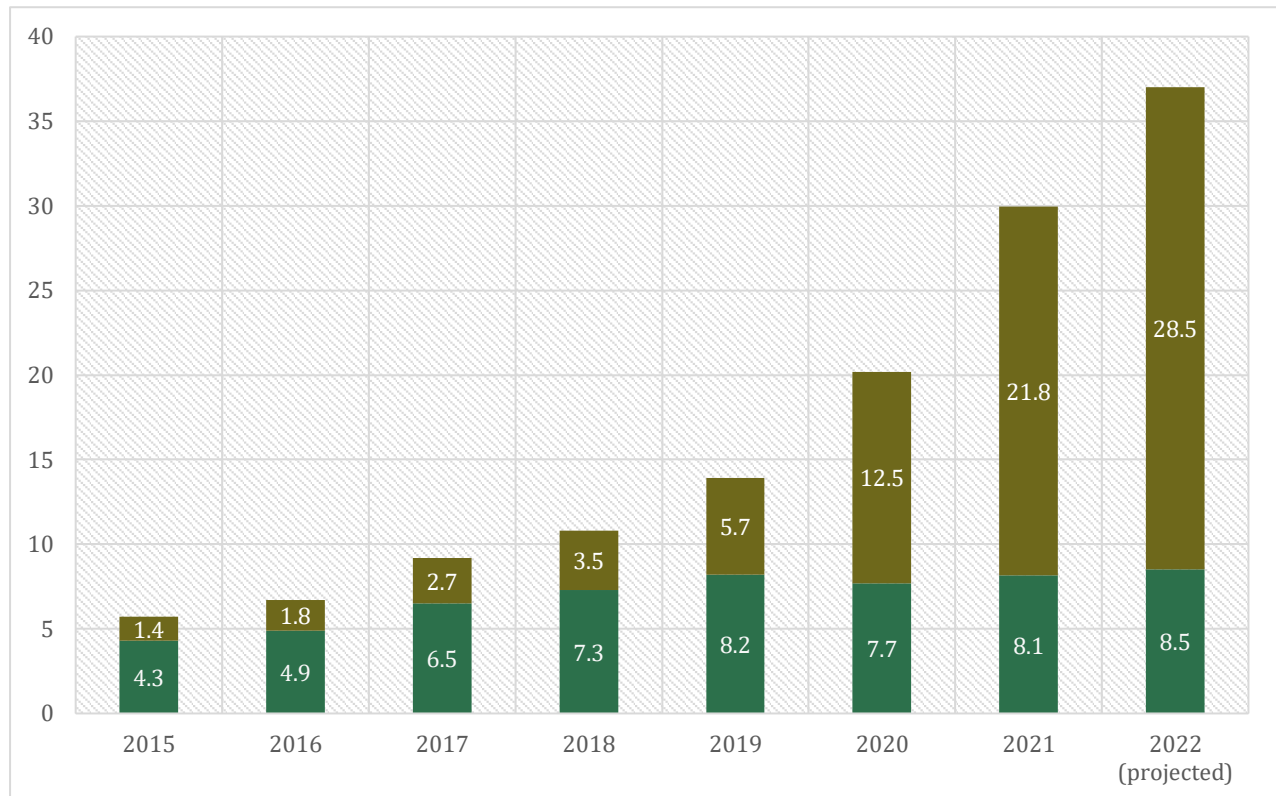


Figure 3. Medical and recreational cannabis sales forecast, billion \$

⁴ <https://bdsanalytics.com/>

The U.S. Cannabis Market

The U.S. legal cannabis sales reached \$17.5 billion in 2020 according to the Arcview/BDS report and experts estimate that 2021 sales passed \$25 billion (about \$18 billion of adult-use sales and \$7 billion for medical sales) and by 2024 could be as high as \$35 billion.

Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, almost 76% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but 19 states – Alaska, Arizona (2020), California, Colorado, Connecticut (2021), Illinois (2019), Maine, Michigan (2018), Montana (2020), Nevada, New Jersey (2020), New Mexico (2021), New York (2021), Massachusetts, Oregon, South Dakota (2020), Vermont (2020), Virginia (2021) and Washington – have gone further, legalizing the recreational use.

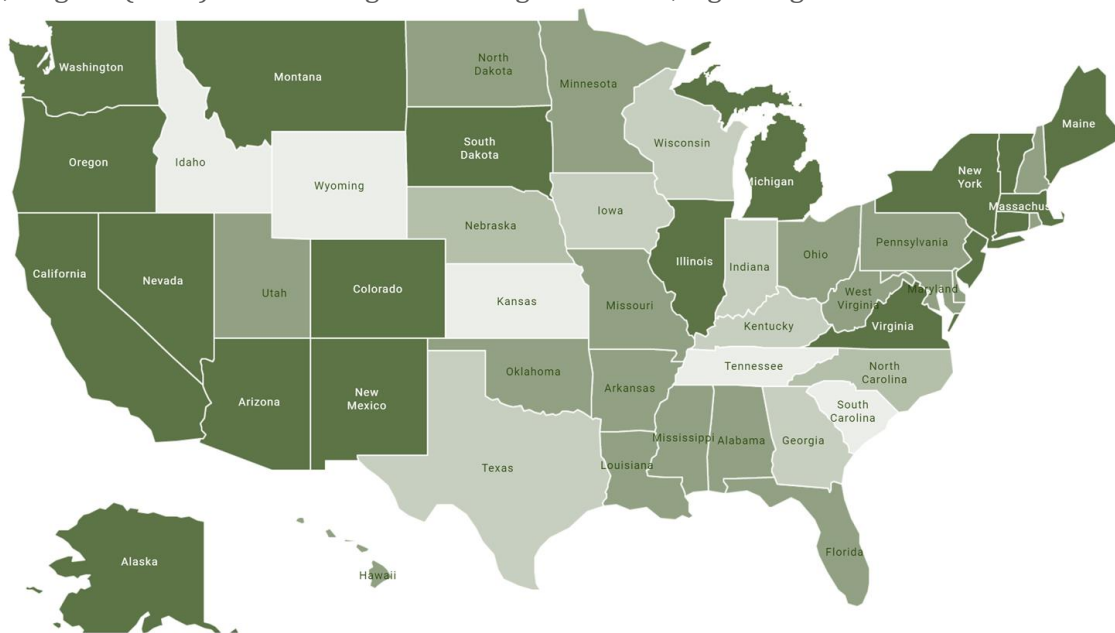
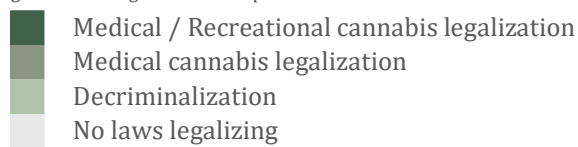


Figure 4. U.S. legalization map



As a result, 38 states, the District of Columbia, Puerto Rico, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands have effective medical cannabis laws, and 19 states and the District of Columbia now allow cannabis for recreational use.

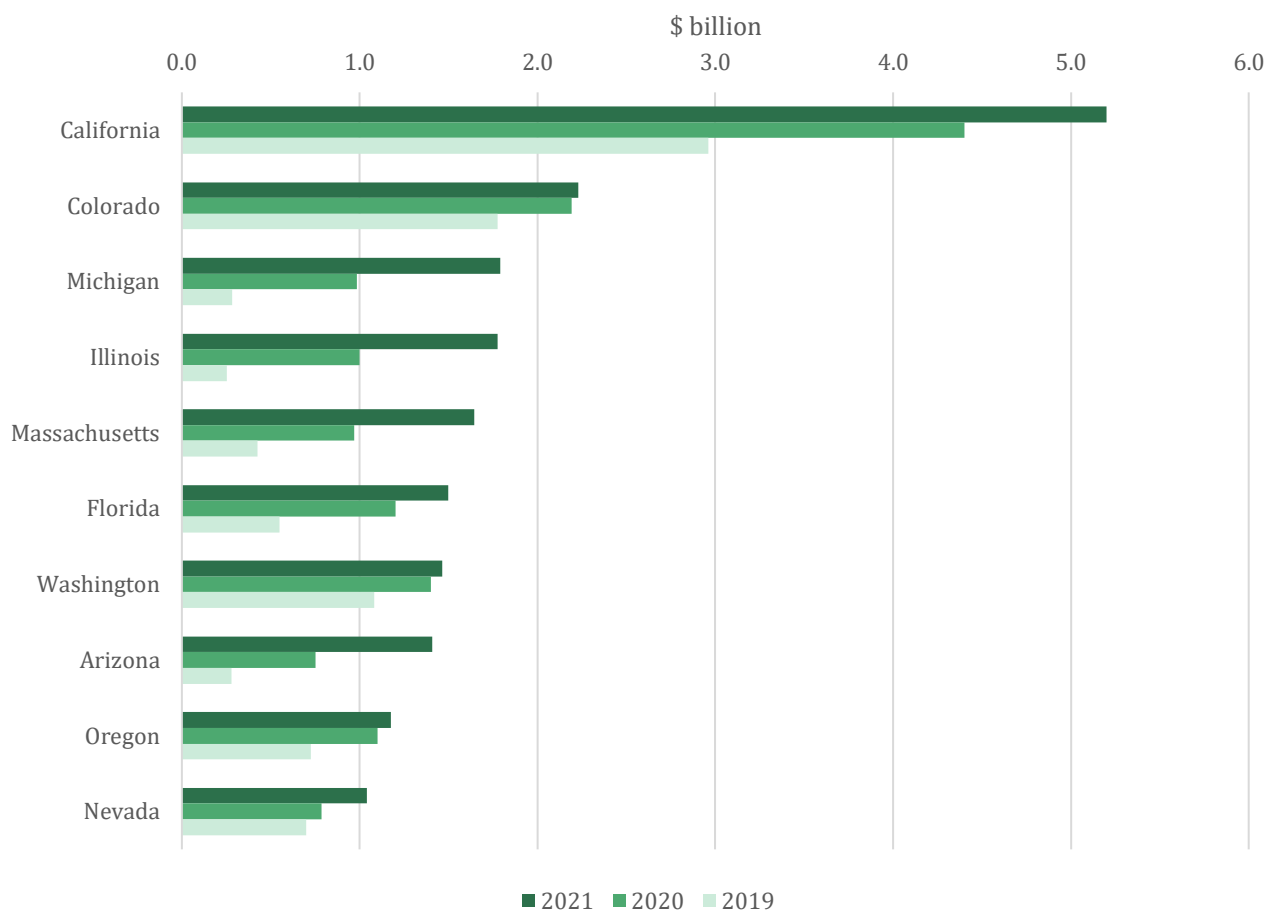


Figure 5. Medical and recreational cannabis sales in top states, 2019-2021

There are more than 25,000 active licenses for cannabis businesses in the U.S. This includes cultivation, extraction and manufacturing, retail, distribution, transportation, and testing licenses.

The industry employed 211,000 people in 2018 and the number of full-time cannabis employees grew 17% to 247,300 in 2019. In 2021, 107,059 new jobs were created compared to 77,300 in 2020. As of 2021, there are 428,059 people employed in the cannabis industry, compared to 321,000 in 2020.

If cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 in 2022.

Wholesale Pricing Benchmarks

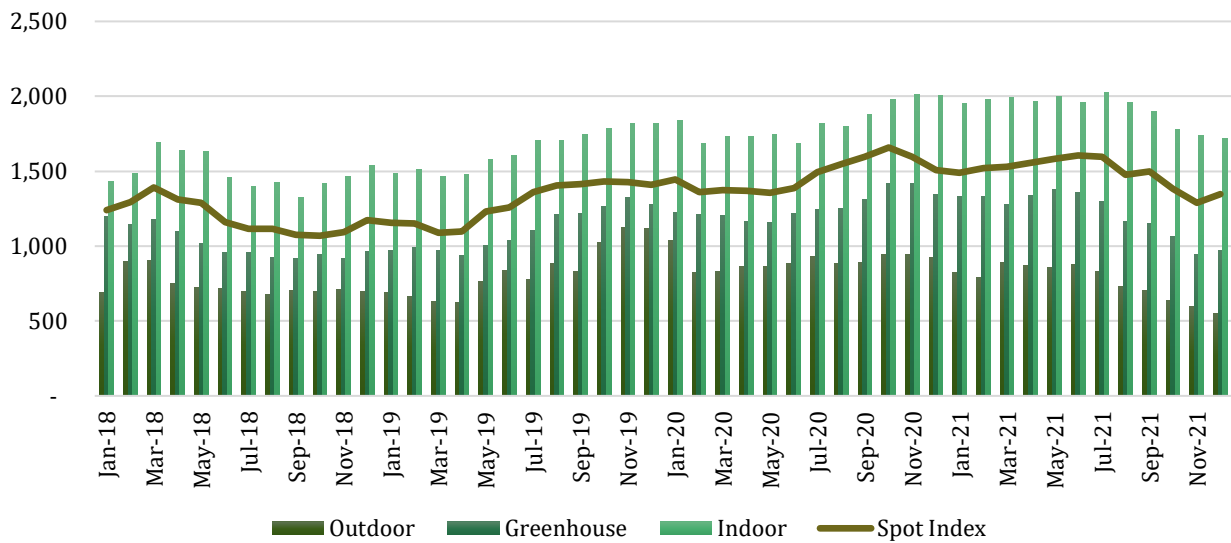


Figure 6. U.S. Wholesale flower prices, \$/pound 2018-2020

Much of last year was marked in general by a downward trend in the national composite price. The U.S. Spot⁵ decreased by 9.4% from the opening to the closing week of 2021. Additionally, for Q4, the national composite rate averaged \$1,341 per pound, down by 15.4% compared to the quarterly average price of \$1,586 per pound, documented in the same period in 2020. Yet, 2021's mean going rate is on by 1.1% from 2020's average price of \$1,473 per pound.

- ✓ 2016 U.S. Spot Index average = \$1,789
- ✓ 2017 U.S. Spot Index average = \$1,562
- ✓ 2018 U.S. Spot Index average = \$1,194
- ✓ 2019 U.S. Spot Index average = \$1,286
- ✓ 2020 U.S. Spot Index average = \$1,473
- ✓ 2021 U.S. Spot Index average = \$1,490

The seasonal impact of the fall harvest remains undeniable, driving prices to their annual low in November, except for the previous two years. In 2021, the U.S. Spot opened the year at \$1,491 per pound and slid to its annual low of \$1,290 per pound in the fourth week of November:

- ✓ 2016 low was \$1,386 on November 11th
- ✓ 2017 low was \$1,368 on November 17th
- ✓ 2018 low was \$1,047 on November 9th
- ✓ 2019 low was \$1,066 on April 4th
- ✓ 2020 low was \$1,322 on May 22nd
- ✓ 2021 low was \$1,290 on November 26th

The U.S. Spot upward through the winter, spring, and into the summer, when it peaked at \$1,605 per pound in mid-June.

⁵ <https://reports.cannabisbenchmarks.com>

Massachusetts Cannabis Market

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

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

Cannabis Control Commission (CCC) Deadlines⁶

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

In 2021, there were over 100,000 (up from 70,000 in 2020) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. They were served by 76 medical cannabis dispensaries.

Medical cannabis sales totaled about \$315 million in 2021. Since March 2019 (medical sales data became available through METRC tracking system), total program revenue to date is \$693.5 million.

⁶ <https://mass-cannabis-control.com/>

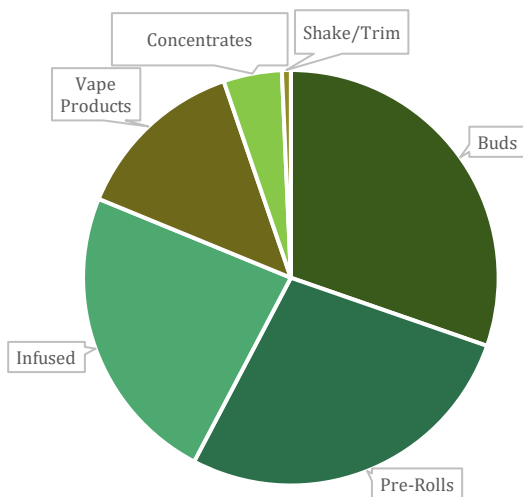


Figure 7. Total units sold by product category for one week, 2021

Adult-Use Sales and Product Distribution

Cannabis stores sold about \$1.93 million worth of cannabis products during the first month and in December 2019 total legal cannabis sales exceeded \$246 million, according to figures released by the Cannabis Control Commission⁸.

In 2020, Marijuana Establishments generated about \$700 million in gross sales despite two months of closures, and in 2021, retail sales exceeded \$1.33 billion.

Since November 2018, total program revenue to date is \$2.3 billion.

Adult-Use Applications and Licenses

As of December 2021, 909 (724 in 2020) licenses have been awarded, including 377 retailer, 272 cultivator, 211 manufacturer, 22 microbusiness, 11 transporter and 16 testing licenses⁷. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Taxes

Adult use cannabis is subject to:

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

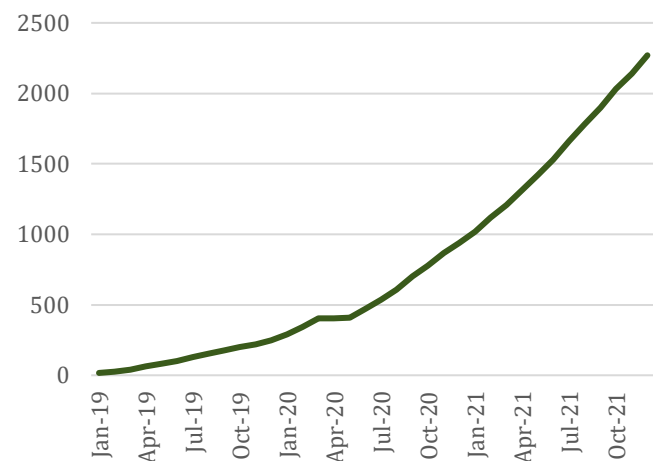


Figure 8. Gross sales, \$ million

⁷ <https://opendata.mass-cannabis-control.com/stories/s/eteq-dp5h>

⁸ <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

SWOT Analyses

S

- New cultivation technologies will allow significantly decrease electricity bills and increase profit while competitive prices
- Extensive industry knowledge
- Proven, disciplined management team

W

- Product liability / legal issues
- Enhanced risk of banking / financial / IRS scrutiny
- Crop loss possibility due to pests, heat, human error, etc.
- Lack in professional workforce for a cannabis industry
- High energy consumption

O

- High growth industry
- Growing interest and demand for natural, alternative medicine
- Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes
- Global Market

T

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

03



Sales Strategy

Marketing Plan

Competition

Target Customers

Marketing Plan

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana -related concerns such as health and wellness. The marketing and sales strategy of Projekt Flower will be based on generating long-term personalized relationships with manufactures and dispensaries.

Marketing and advertising campaign includes:

- Meeting with distributors and retailers
- E-mail Marketing
- Advertising and articles in the thematic Magazines
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures
- Website development with search engine optimization
- Cannabis business directories and platforms

Table 3. Cannabis business directories

WEEDMAP https://weedmaps.com/	Cannabis and hemp/CBD products and businesses finder.	15.83 million total visits each month
LEAFLY https://www.leafly.com/	Services include cannabis and hemp/CBD finder, online store, branding, doctors' portal.	16.29 million total visits each month
https://www.cannasaver.com/ http://cannabiscouponcodes.com/	Websites for cannabis and related coupons.	about 80 thousand visits each month

Competition & Target Customers

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on Projekt Flower radar at all times. The cannabis industry is known to be highly competitive in the U.S and in most parts of the world. The industry is growing and there are alternative ways through which clients/patients can obtain their cannabis. There is alternative provide methods like mail-order firms, grocery chains, mass merchants and dollar stores; these are the real competitors

in the industry. These competitors ensure that they do all that lies within their power to gain a favorable market share of the available market in any given region.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated, the service offered, the location where the cultivation will be done. The branding of Projekt Flower plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis cultivation operations will always struggle with larger based cannabis cultivation operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their ways to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Main customers are retailers, processors and manufactures.

04



Operating Plan

Cultivation Facilities

Physical Security

Packaging and Labeling

Quality Assurance

Tracking Solution

While most businesses in any industry try to keep startup costs as low as possible, that isn't necessarily the best way to proceed when opening a grow. Creating a cost-efficient cultivation site often involves investing in technology and processes that may result in a big near-term hit.

Yields and quality of plants grown under artificial lights mostly depend on:

1. the seed variety,
2. whether the plants are grown from seeds or clones,
3. after how many days of growing the plants are put into flowering, and
4. the optimization of the climatic conditions of the grow-room.

Cultivation Facility

The cultivation premises will be located in a 24,155-sq. ft. building and will be adequate to house and grow between 1,000-1,100 plants.

Our cultivation & processing area will include:

- Mother Room & Cloning
- Vegetative Growth Rooms
- Flowering Rooms
- Drying & Trim Rooms
- Curing Rooms
- Packaging Rooms

Our company will grow from seeds/clones of the following strains:

- OG Cookie
- Sunset Sherbet
- Bruce Banner
- Strawberry Cough



Warehouse Design

- A. A warehouse environment provides with maximum control, and therefore the most reliable consistent cannabis crops can be produced in a properly designed warehouse grow room.
- B. Without natural light, warehouse grow rooms depend on intelligent grow lights which need to replicate the parts of the sunlight spectrum that the marijuana plants need at each stage of growth. Lighting is a key component in an integrated system.
- C. Air filtration and circulation systems are essential for controlling heat buildup and eliminating exhaust odors. It is critical that the air circulation in a marijuana warehouse is designed in conjunction with the grow lights because lighting systems emit large amounts of heat.
- D. There are various irrigation systems for growing cannabis appropriate for growing in a warehouse: including drip irrigation, hydroponic flood benches, or trough benches.
- E. The irrigation system should be designed in conjunction with a nutrient management system for maximizing the production yield of the cannabis plants.

- F. Environmental computer. The computer control systems for a cannabis warehouse control and monitor all the nutrients, lights, air circulation, and irrigation needs of the plants
- G. De-humidification to optimize growing environment.
- H. Computer controlled CO2 injection and monitoring.

Greenhouse Design

Greenhouses combine the latest technology in HVAC, light deprivation, environmental controls, irrigation, insect exclusion, benching systems, hybrid techniques, and much more to create a systematic and efficient growing approach:

- A. The biggest advantage Greenhouse Marijuana Growers have is the abundance of natural light coming into the greenhouse.
- B. While cannabis likes long daylight during the vegetative stage, a good blackout system is required for the best flowering production.
- C. Heating and Cooling Systems are an important component of the marijuana greenhouse.
- D. CO2 is essential for maximizing the quality and production of Marijuana.
- E. Ventilation is essential as with all greenhouse crops, however marijuana legislation, and local municipality requirements may also impose strict requirements for eliminating exhaust odors. Our integrated growing solutions will include air filtration systems where required.
- F. A nutrient management system is essential for maximizing the production yield of the cannabis plants and ensuring consistent and reliable quality.
- G. The brains of the complete marijuana growing system whether a greenhouse production facility or a warehouse grow up is our environmental computer. The computer control systems for a marijuana greenhouse controls and monitor all the nutrients, lights, blackout, air circulation, CO2 and irrigation needs of the plants, it is designed to maintain the exact environment needed for as many different growing zones as you want and can handle different environments for propagation, cloning, flowering and for as many different varieties as you want to control.

Company will use rolling benches / growing tables which are highly recommended for any commercial cannabis grow operation. They provide up to 50% more plant space by eliminating the need for a dedicated aisle. With a crop, as valuable as marijuana, this directly equates to much higher profits and maximum space efficiency.

Main features:

- Aluminum extruded sides and ends
- Miter cut corners
- Hot dipped galvanized steel stands
- Aluminum cross members
- Snap together fittings
- Threaded rods for adjustment up to 12"
- Top quality plastic or aluminum flood trays
- 13 gauge expanded metal bench tops
- 2" diameter rolling tubes

Phases of Production

- Germination of seeds, gendering plants, male/female, or feminized plants (10 weeks)
- 1st stage: taking and rooting clones (2 weeks)
- 2nd stage: clone/vegetation (1 week)
- 3rd stage: vegetation (2 weeks)
- 4th stage: flowering (8 weeks)
- 5th stage: processing/trimming (3 days)
- 6th stage: drying and curing (11 days)
- Total elapsed time: approximately 15 weeks

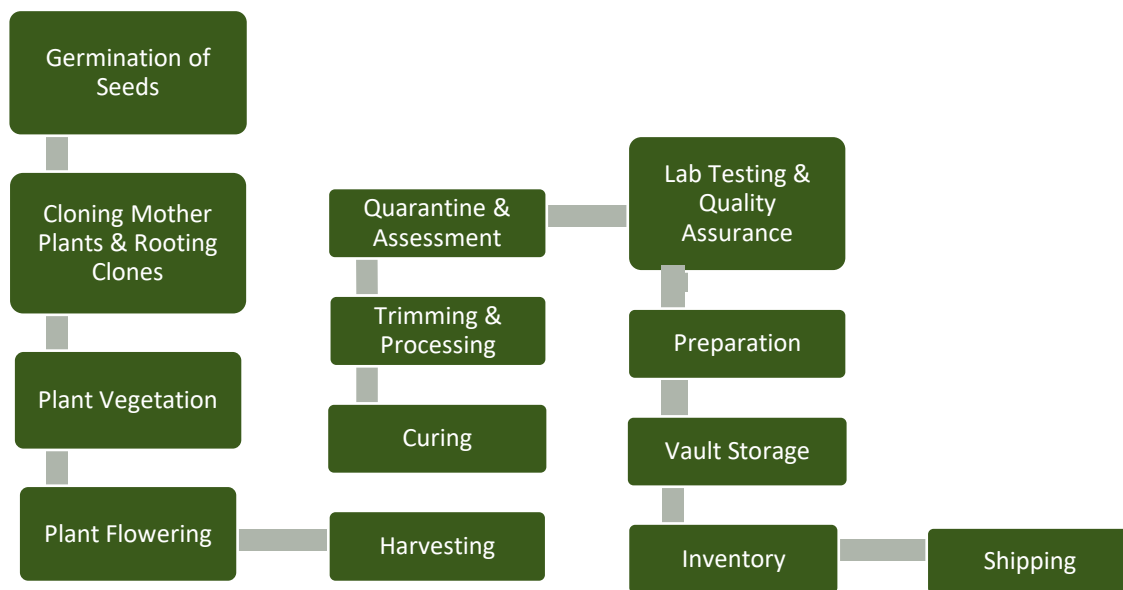


Figure 9. Phases of production, cultivation

Product Timeline and Production Schedule

As growing stage will start from 300 pounds, sales are projected to be started from \$900,000 based on and they will significantly increase from the second year.

Company will have the ability to vegetate between 1,000-1,100 plants and flowers concurrently, will grow up to 4 different strains of cannabis, and will have the ability to grow from seedling to finished product. Company intends to grow 4 exclusive strains that other growers do not have.

Table 4. Growing Assumptions, first six months

	M1	M2	M3	M4	M5	M6
Sq. ft. available for "mother"	-	801	801	801	801	801
Sq. ft. available for clones'	-	464	464	464	464	464
Sq. ft. available for vegetative	-	840	840	840	840	840
Sq. ft. available for flowering	-	8,841	8,841	8,841	8,841	8,841
Number of "mother" plants	-	100	100	100	100	100
Number of clones	-	-	-	1,000	1,000	1,000
Number of Veg Plants	-	-	-	500	1,000	1,000
Number of Flower Plants	-	-	-	-	500	1,000
Yields, pounds	-	-	-	-	-	125

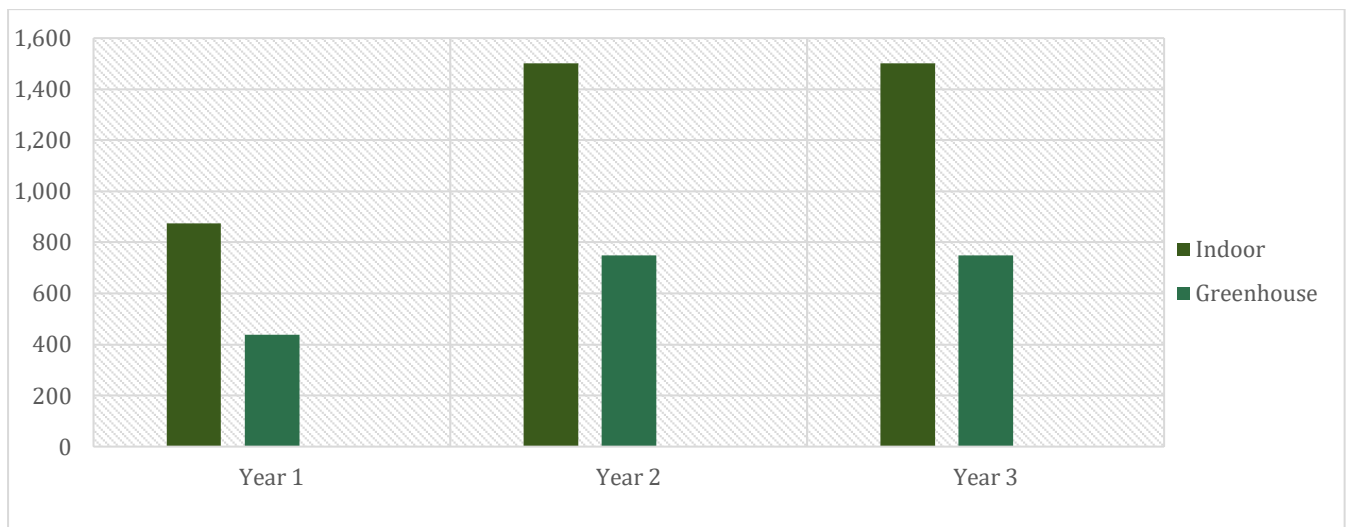


Figure 10. Yields forecast, pounds

Physical Security Plan

Physical Building

The physical address of our cultivation facility will be 13 Hope Ave, Worcester, MA 01603.

We have located our cultivation facility in a light industrial complex area that includes manufacturing and industrial businesses. Located on a large lot within a secure perimeter, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility will be the sole occupant of a building that/will be housed in a building that does not adjoin high-use public areas, sits in a secured lot of lot size and has secure measurements of watching the lot. Not located near any schools, daycares, and places of worship. There will be one entrance, one side exit and two loading docks for deliveries. There are minimal windows that are in offices and break room.

A site plan showing the entire structure of the cultivation center, including the street(s), parking lot(s), other tenants within the facility, and any other entities that physically border the cultivation is shown in an attachment.

Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the facility.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Floor Plan

A floor plan of the cultivation facility detailing the location of the following:

1. All entrances and exits;
2. The location of any windows, skylights, and roof hatches;
3. The location of all cameras, and their field of view;
4. The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;
5. The location of the digital video recorder and alarm control panel; and
6. Restricted and public areas is shown at the Diagram



Lighting

The main objectives of our security lighting system are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

Projekt Flower will ensure that sufficient lighting requirements are met between dusk and dawn.

We will add external security lighting, including high flood spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Guards

Once each facility is operational, we will employ Lusignan Security, a private company that will provide security guards. Uniformed armed and unarmed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Security Consultant to ensure they are of the highest capability.

During operating hours, we will have at least one on-site security guards at the cultivation entrance. After operating hours, we will have total of one on-site security guards at the cultivation facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or

compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

Perimeter Security

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The cultivation facility currently has 6 feet of steel link fencing on the location of the sides and rear. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by according metal fencing.

Security Concepts motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

Internal Access-Point Control

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require keycards and electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility. The cultivation facility will have key access card systems throughout the facility. Each entrance, exit, and doors related to cannabis will have these key access locks to them. Throughout the facility and lot, will have surveillance systems.

Limited Access to Secured Areas and Visitors

Projekt Flower has the limited access areas. Projekt Flower ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.

Video Surveillance

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per sq. inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder includes:

- 1080p
- Full color
- 60 framers per second

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the waiting room, reception office, and cultivation rooms. This covers all areas where cannabis is present or handled, including all point-of-sale locations, and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

Electrical backup will be provided by a APC USA Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of 2TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

Third-Party Monitoring

We anticipate contracting with Security Concepts to help deter, detect, and document security events at each facility from a remote location. Security Concepts will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with Security Concepts to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- ✓ Motion-sensor surveillance cameras
- ✓ Motion-sensor laser beams
- ✓ Unauthorized electronic access
- ✓ Security and fire alarms

Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows. Security Concepts motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- ✓ A test signal shall be transmitted to the central station every twenty-four (24) hours;
- ✓ At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- ✓ The system shall include at least one (1) holdup alarm for staff use; and
- ✓ The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

Panic Buttons and Internal Communications

Panic buttons will be installed at the entrance, office rooms, vault, and packing rooms.

Fire Security

The Cultivation Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of cultivation safety. As part of Projekt Flower commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Packaging and Labeling

Company will conduct the following regulations for packaging and labeling:

1. Cannabis packages and labels shall not be made to be attractive to children.
2. All cannabis product labels shall include the following information, prominently displayed and in a clear and legible font:
 - a. Manufacture date and source.
 - b. The statement "SCHEDULE I CONTROLLED SUBSTANCE."
 - c. The statement "KEEP OUT OF REACH OF CHILDREN AND ANIMALS" in bold print.
 - d. The statement "THE INTOXICATING EFFECTS OF THIS PRODUCT MAY BE DELAYED BY UP TO TWO HOURS."
 - e. The statement "THIS PRODUCT MAY IMPAIR THE ABILITY TO DRIVE OR OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."
 - f. For packages containing only dried flower, the net weight of cannabis in the package.
 - g. A warning if nuts or other known allergens are used.
 - h. List of pharmacologically active ingredients, including, but not limited to, tetrahydrocannabinol (THC), cannabidiol (CBD), and other cannabinoid content, the THC and other cannabinoid amount in milligrams per serving, servings per package, and the THC and other cannabinoid amount in milligrams for the package total.
 - i. Clear indication, in bold type, that the product contains cannabis.
 - j. Identification of the source and date of cultivation and manufacture.
 - k. Any other requirements set by regulations.

Transportation

1. Cannabis items will be transferred only between licensed premises by a licensee or licensee representative.
2. An individual authorized to transport cannabis items will have a valid Driver's License.
3. Projekt Flower intend to:
 - Keep marijuana items in transit shielded from public view;
 - Use a vehicle for transport that is:
 - Insured at or above the legal requirements in Massachusetts;
 - Capable of securing (locking) the cannabis items during transportation;
 - Equipped with an alarm system; and
 - Capable of being temperature controlled if perishable marijuana items are being transported.
 - Use CTS, generate a printed transport manifest that accompanies every transport of cannabis items that contains the following information:
 - The name, contact information of a licensee representative, licensed premises address and license number of the licensee transporting the cannabis items;

- The name, contact information of the licensee representative, licensed premises address, and license number of the licensee receiving the delivery;
 - Product name and quantities (by weight or unit) of each cannabis item contained in each transport, along with the UIDs for every item;
 - The date of transport and approximate time of departure;
 - Arrival date and estimated time of arrival;
 - Delivery vehicle make and model and license plate number; and
 - Name and signature of the licensee's representative accompanying the transport.
4. Company will generate the manifest of this rule at least 24 hours in advance of initiating transportation.
 5. All cannabis items will be packaged in shipping containers and labeled with a UID tag prior to transport.
 6. Company will be able to provide a copy of the transport manifest to each licensed premise receiving the inventory described in the transport manifest.
 7. Company will be able to provide a copy of the printed transport manifest and any printed receipts for marijuana items delivered to law enforcement officers or other representatives of a government agency if requested to do so while in transit.
 8. Projekt Flower will contact the Commission immediately, or as soon as possible under the circumstances, if a vehicle transporting cannabis items is involved in any accident that involves product loss.
 9. Company will provide temperature control for perishable marijuana items during transport.
 10. Company will notify the Commission in advance of the location of every stop at an unlicensed location that exceeds two hours in duration and will make the vehicle and its contents available for inspection upon the request.

Tracking Solution

Company intends to use METRC's seed-to-sale tracking system for the cannabis cultivation business, which allows licensed operators to remain compliant:

- (A) Custom Compliance-Focused Reporting
- (B) Track Waste, Destruction, Account for Conversion and Moisture Loss
- (C) Real-Time Product and Strain Recalls
- (D) Easily Track Clones Back to Mothers
- (E) Transport Manifests with All Required Info, including Transport Product with Ease
- (F) Compliance-Focused Labels

Projekt Flower will also use special seed-to sales tracking solution to help to identify key data points to streamline and optimize inventory management at each phase of the operation. The solution includes the following modules:

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

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

Analyze Efforts – Monitoring Pesticides and Nutrients applied, log Strain Notes detailing light and watering cycles, plus review Past Harvest Data to optimize your future yields.

05



Organizational Structure

Personnel Plan

Executive Team

Personnel Plan

Projekt Flower is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We are quite aware of the rules and regulations governing the cannabis industry of which marijuana growing falls under which is why we decided to recruit experienced and qualify employees as foundational staff of the organization. We hope to leverage on their expertise to build our business brand to be well accepted in the United States.

These are the positions that will be available at Projekt Flower:

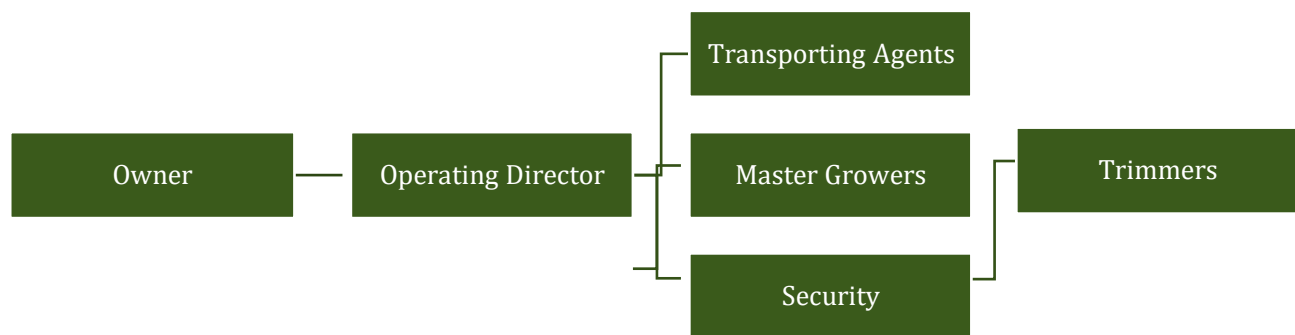


Figure 11. Organizational structure
Table 5. Personnel plan

Position	Year 1	Year 2	Year 3	Annual Salary
Operating Director	1	1	1	50,000
Master Grower	1	1	1	50,000
Trimming, per pound	2	3	3	45,000
Transporting Agents	1	1	1	50,000
Security	1	2	2	50,000

Training Plans

1. Train employees at time of hire on business operations and compliance.
2. Train employees regularly after hire.
3. Training plan and training log will be available for inspection on the licensed premises.
4. Any person entering data into the Cannabis Tracking System (CTS) first be trained by the CTS administrator for the license.
5. All individuals will be required to have a valid Marijuana Worker Permit complete the required training and maintain their permit while working on behalf of the Licensee.

06



Financial Plan

Direct and Operating Expenses

Profit & Loss Forecast

Cash Flow Statement

Balance Sheet

Main Ratios

Direct and Operating Expense Breakdown

Direct Costs

Table 6. Direct costs, \$

\$	Year 1	Year 2	Year 3	Year 4	Year 5
Cultivation Electricity	130,532	191,247	191,247	191,247	191,247
Cultivation Water	2,284	3,483	3,483	3,483	3,483
Cultivation Labor	234,536	294,880	294,880	294,880	294,880
Growing Solutions	25,725	37,380	37,380	37,380	37,380
Seeds/Clones	700	0	0	0	0
Trimming & Packaging	1,510	2,520	2,520	2,520	2,520
Transport	1,950	3,780	3,780	3,780	3,780
Lab testing	16,044	26,775	26,775	26,775	26,775
Other Direct Cultivation Costs					
Grow Light Bulbs	12,029	12,029	12,029	12,029	12,029
Other Supplies	11,880	5,940	5,940	5,940	5,940
Other costs	0	0	0	0	0
Taxes					
Cultivation Taxes	125,582	209,580	209,580	209,580	209,580
Total	562,771	787,614	787,614	787,614	787,614

Operating Expenses

Table 7. Operating costs, \$

\$	Year 1	Year 2	Year 3	Year 4	Year 5
G&A Expenses - Initial & General Costs					
Legal Fees & Licensing for setting up	45,000	0	0	0	0
Licensing, renewal	0	20,000	20,000	20,000	20,000
Professional fees, Insurance	16,116	16,116	16,116	16,116	16,116
Other general expenses	0	0	0	0	0
G&A Expenses - Cultivation					
Building Renting	-	-	-	-	-
Building Maintenance, including utilities (non-production)	22,752	23,436	24,120	24,804	25,488
Equipment Maintenance	17,064	17,580	17,580	17,580	17,580
Administrative expenses, including phone and internet	5,280	5,760	5,760	5,760	5,760
Inventory Control Systems, Security & Other Software Services	25,344	27,648	27,648	27,648	27,648
Community Service (% of sales)	7,200	15,840	15,840	15,840	15,840
SG&A Expenses - Marketing & Sales Expenses					
Marketing Expenses, including PR, Branding, Online and Offline advertising	7,500	9,000	9,000	9,000	9,000
Brokers and Sellers Fees	-	-	-	-	-
SG&A Expenses - Misc.	14,584	16,321	16,321	16,321	16,321
Salaries & Benefits	149,045	149,045	149,045	149,045	149,045
TOTAL	387,588	422,169	422,169	422,169	422,169

Profit & Loss Forecast

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

Table 8. Income Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Revenue		1,919,830	3,119,724	3,287,709	3,311,707	3,311,707
COGS - Cost of Goods Sold		785,448	1,047,198	1,101,391	1,114,740	1,122,551
Gross Profit		1,134,382	2,072,525	2,186,318	2,196,967	2,189,155
% of revenue		59%	66%	66%	66%	66%
SG&A Expenses						
G&A Expenses - Initial & General Costs		238,392	219,794	226,196	232,597	238,999
G&A Expenses - Cultivation		812,555	917,829	944,948	971,346	997,625
"SG&A Expenses -						
Marketing & Sales Expenses"		152,125	177,364	183,643	189,922	196,201
SG&A Expenses - Misc.		55,037	61,710	63,526	65,307	67,082
Senior Management Salaries & Benefits		57,325	60,191	63,058	65,924	68,790
IT Salaries & Benefits		0	0	0	0	0
Other Salaries & Benefits		57,325	60,191	63,058	65,924	68,790
Total SG&A Expenses		1,372,760	1,497,079	1,544,428	1,591,020	1,637,487
Operating Income (EBITDA)		-238,378	575,446	641,890	605,946	551,669
% of revenue		-12%	18%	20%	18%	17%
Depreciation and Amortization		68,994	75,267	75,267	75,267	75,267
Earnings Before Interest & Taxes (EBIT)		-307,372	500,180	566,624	530,680	476,402
Interest Expense		-149,775	-209,213	-247,928	-288,868	-332,718
Earnings Before Taxes (EBT)		-457,148	290,967	318,696	241,812	143,684
Income Tax		328,971	601,032	634,032	637,120	634,855
Net Income		-786,118	-310,066	-315,336	-395,308	-491,171

Cash Flow Statement

The cash flow projections show that business will have sufficient cash to support the activity. The following table presents a view of projected cash flow of the business.

Table 9. Cash Flow Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Net Income		-786,118	-310,066	-315,336	-395,308	-491,171
Cash Flow from Operations						
Depreciation		68,994	75,267	75,267	75,267	75,267
Change in Receivables		-119,989	-11,999	-5,999	0	0
Change in Inventory		-41,851	-5,129	-1,965	0	0
Change in Accounts Payable		38,878	4,227	1,983	325	325
Total Cash Flow from Operations		-840,086	-247,700	-246,051	-319,716	-415,579
Cash Flow from Investing						
Capital Expenditures (CAPEX)		-	0	0	0	0
Other		1,193,270	0	0	0	0
Total Cash Flow from Investing		0	0	0	0	0
Cash Flow from Financing						
Revolver Issuance / (Repayment)		812,759	426,742	423,769	496,084	562,779
Long-Term Debt Issuance / (Repayment)		670,833	-175,000	-175,000	-175,000	-145,833
Paid in Capital		600,000	0	0	0	0
Drawings (profit share)		0	0	0	0	0
Total Cash Flow from Financing		2,083,592	251,742	248,769	321,084	416,946
Total Change in Cash		50,236	4,042	2,717	1,368	1,368
Beginning Period Cash		0	50,236	54,278	56,995	58,363
Ending Period Cash		50,236	54,278	56,995	58,363	59,730

07



Appendix

Cultivation Site Description. A general description of the proposed cultivation site, including the street address, parcel number, the total square footage of the site, the total square footage of marijuana canopy, and the characteristics of the surrounding area.

Floor plan. A scaled floor plan for each level of each building that makes up the cultivation site, including the entrances, exits, walls, and cultivation areas. The floor plan must be professionally prepared by a licensed civil engineer or architect.

Site plan. A scaled site plan of the cultivation site, including all buildings, structures, driveways, parking lots, landscape areas, and boundaries. The site plan must be professionally prepared by a licensed civil engineer or architect.

A cultivation site shall comply with the following requirements:

A. Entrances. All entrances into the buildings on the cultivation site shall be locked at all times with entry controlled by the marijuana cultivation managers and staff.

B. Main entrance and lobby. The cultivation site shall have a building with a main entrance that is clearly visible from the public street or sidewalk. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed in the cultivation areas.

C. Cultivation area. All cultivation areas in any building on the cultivation site shall be separated from the main entrance and lobby and shall be secured by a lock accessible only to managers and staff of the marijuana cultivation permittee.

D. Transport area. Each building with a cultivation area shall have an area designed for the secure transfer of marijuana from the cultivation area to a vehicle for transportation.

E. Storage area. Each building with a cultivation area shall have adequate storage space for marijuana that has completed the cultivation process or is otherwise not being cultivated. The storage areas shall be separated from the main entrance and lobby and shall be secured by a lock accessible only to managers and staff of the marijuana cultivation permittee.

Security plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the cultivation site. The security plan must be prepared by a qualified professional.

A cultivation site shall comply with the following security requirements:

A. A marijuana cultivation permittee shall comply with the security plan that is approved by the city manager, which plan may include building specifications, lighting, alarms, and state-licensed security personnel.

B. Each security plan approved by the city manager must include the following:

1. Security surveillance cameras. Security surveillance cameras and a video recording system must be installed to monitor all doors into the buildings on the cultivation site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights of way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any

individual present on the cultivation site. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.

2. Security video recording and retention. Video from the security surveillance cameras must be recording at all times (24 hours a day, seven days a week) and the recording shall be maintained for at least 30 days. The video recordings shall be made available to the city upon request.

3. Alarm system. Professionally and centrally-monitored fire, robbery, and burglar alarm systems must be installed and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.

C. A marijuana cultivation permittee shall report to the city police department all criminal activity occurring on the cultivation site.

Lighting plan. A lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the use.

Odor control. A detailed plan describing the air treatment system, or other methods that will be implemented to prevent odors generated from the cultivation and storage of marijuana from being detected outside the buildings on the cultivation site.

A marijuana cultivation permittee shall prevent all odors generated from the cultivation and storage of marijuana from escaping from the buildings on the cultivation site, such that the odor cannot be detected by a reasonable person of normal sensitivity outside the buildings.

Compliance with the Planning and Development Code. A copy of a valid conditional use permit approved by the city for the proposed location.

Statement of owner's consent. Written consent of the owner or landlord of the proposed site to operate a marijuana cultivation business, specifying the street address and parcel number.

Price list. A list of the most recent prices for all products and services provided by the applicant.

Record Keeping

1. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.158(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant seeds and closed 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.
2. The Company will keep records in written and in digital spreadsheet form that are only accessible by the owner and managers. Owner and managers will oversee record keeping. Physical records will be in a locked filing cabinet. Digital records will be kept on a computer hard drive and hard drive back-up.
3. The Company will:
 - a. 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;
 - b. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
 - c. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
 - d. Promptly transcribe inventories if taken by use of an oral recording device.
4. 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.
5. The Company shall tag and track all marijuana seeds, clones, plants and marijuana products, using seed-to-sale methodology in the form and manner to be approved by the Commission.
6. 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.
7. The Company will create a virtual separation of marijuana products for medical use and marijuana products intended for the sale of adult use.

8. Records of the Company will be available for inspection by the Commission, upon request. These records will be maintained in accordance with generally accepted accounting principles. Written records that are required and subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
 - a. Written operating procedures as required by 935 CMR 500.105 (1);
 - b. Inventory records as required by 935 CMR.105(8);
 - c. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
 - d. The following personnel records:
 - 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 Company and shall include, at a minimum: all materials submitted to the Commission pursuant to 935 CRM 500.030(2); documentation of verification or references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the time and title of presenters; documentation of periodic performance evaluations; a record of any disciplinary action taken; and 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;
 - v. All background check reports obtained in accordance with the 935 CMR 500.030.
 - e. Business records, which shall include manual or computerized records of:

- i.Assets and liabilities;
 - ii.Monetary transactions;
 - iii.Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
 - iv.Sales records including quantity, form, and cost of marijuana products; and
 - v.Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company
- f. Waste disposal records as required under 935 CMR 500.105(12); and
- g. Following closure of the Company, all records must be kept for at least 2 years at the expense of the Company and in a form and location acceptable to the Commission.

Personnel policies

Confidential Information

1. During employment with the Company, employees may learn, worth with, and be entrusted with information and trade secrets that are confidential relating to the Company's operations, sales, products and designs. This information is not known outside of the company or even known to all the Company's employees. All employees must exercise the highest degree of care not to disclose any confidential information, even inadvertently to any unauthorized persons in or outside the Company.
2. Employees except within the scope of employment, cannot remove, make or cause to be made any copies, drawings, reports, correspondences or other writing or samples relating to the Company. Employees cannot use for their own gain or disclosure, except within the scope of employment, any trade secrets, other confidential information, data or knowledge relating to the Company.
3. Employees must surrender all documents, and information to the Company upon termination of employment or at any time upon request of their Supervisor.
4. An Employee will not seek to obtain any confidential information involving any matter which does not involve or relate to the person's job duties. Confidential information may not be maliciously tampered with, altered, or destroyed.
5. If an employee believes confidential information must be disclosed to a third party, they should consult with their Supervisor. There is no excuse for disclosure of confidential information.
6. Each Employee must promptly report to the employee's supervisor any violation of this policy.

Dismissal Procedure

1. In cases of resignation, the employee must submit an official written resignation letter to the immediate supervisor. A notice is expected by the employee consistent with the minimum notice requirement, so the company can arrange alternatives for handling the remaining workload of the position. The resignation letter must be copied and submitted to the Human Resources department.
2. In cases of involuntary dismissal, the supervisor must submit an employee termination document to the human resources department at the date of separation or before that. Discharge for cause justified immediate suspension until the necessary documentation for termination has been gathered. In some instances, a termination meeting with the employee, supervisor, and human resources officer may be scheduled.

3. In cases of discharge without cause, the employer must notify the employee of termination a specified amount of time in advance. When severance pay is appropriate it will be officially stated in writing.

4. At all times, proper employee records will be kept containing all relevant documentation. A lawyer will be consulted prior to termination so the Company can ensure the legality of its actions.

5. A marijuana establishment must notify the Commission no more than one business day after an owner, operator, employee, or other agent ceases to be associated with the marijuana establishment.

Employee Identification Card

1. An owner, operator, employee or other agent acting on behalf of the Company will apply for a marijuana agent identification card. The registration card identifies for the Commission and Law enforcement authorities, those individuals who may conduct the lawful operation of marijuana establishments defined in MGL. Ch. 94G §9 (a) 1-4. The identification card allows access to the interoperable database in the Criminal Justice Information System allowing law enforcement to verify compliance of the lawful operation of marijuana establishments. The restrictions for applying for this identification card are as follows:
 - a. Be at least 21 years old
 - b. An individual who will be a controlling person of the Company will not have been convicted of a felony or convicted of an offense in another state that would be a felony in the commonwealth, except a prior conviction solely for a marijuana offense or solely for a violation of section 34 of chapter 94C of the General Laws, unless the offense involved distribution of a controlled substance, including marijuana, to a minor. MGL Ch. 94G §5 (4).
 - c. An application for an identification card shall include:
 - i. The full name, date of birth, and address of the individual;
 - ii. Written acknowledgement by the individual of the limitations on his or her authorization to carry out the lawful operations of a marijuana establishment.
 - iii. A copy of the individual's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Commission
 - iv. An attestation that the individual will not engage in the diversion of marijuana;
 - v. Any other information required by the Commission.
 - d. A marijuana establishment executive registered with the Commission must submit to the Department a Criminal Offender Record Information (CORI) report for each individual for whom the establishment seeks an identification card.

- e. A marijuana establishment must notify the Commission no more than one business day after an owner, operator, employee, or other agent ceases to be associated with the marijuana establishment.
 - f. The individual's identification card shall be immediately void when he or she is no longer associated with the marijuana establishment.
 - g. A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Commission.
 - h. After obtaining an identification card for a marijuana establishment a controlling person is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days after any changes to the information that the marijuana establishment was previously required to submit to the Commission, of after discovery that an identification card has been lost or stolen.
 - i. An owner, operator, employee or other agent acting on behalf of a marijuana cultivator; marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business as defined in MGL. Ch. 94G, §1, must carry his or her identification card at all times while performing the lawful operations of a marijuana establishment including at all times while at an establishment or while transporting marijuana.
2. The Company shall ensure that all visitors, including consumers, to the Marijuana establishment must be 21 years of age or older.

Quality Control and Testing Procedures

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 and 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. The Company shall have a written policy for responding to laboratory results that indicate contaminant levels are above the 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 will be from both the Company and the Independent Testing Laboratory, separately and directly. The notification from the Company will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
3. The Company shall maintain the results of all testing for no less than 1 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(13).
8. All excess marijuana must be disposed in compliance with 935 CMR.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.

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.

10. The Company shall ensure that only the leaves and flowers of the female Marijuana plant are processed accordingly in a safe and sanitary manner as prescribed under 935 CMR 500.105(3).

11. All staff members whose job includes contact with Marijuana is subject to the requirements for food handlers under 105 CMR 300.000.

12. The Company shall ensure sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

13. The litter and waste shall be properly removed by the staff members so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

14. The Company shall construct the floors, walls and ceilings in such a manner that they would be kept clean and in good manner.

15. The Company will install environmental controls to control humidity and temperature in all rooms containing marijuana products. Each room will have individual controls for marijuana cultivation and product rooms.

16. The Company shall implement air showers, sanitation for shoes, and handwashing stations to ensure cleanliness, prevent degradation, and prevent contamination.

17. The Company shall ensure the water supply is sufficient for necessary operations, and the plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

18. The Company shall make sure that all contact surfaces are maintained, cleaned and sanitized every time after usage to protect against contamination.

19. The Company shall ensure that the storage and transportation of finished products are under conditions that will protect them against physical, chemical and microbial contamination.

20. The Company shall provide fully functional toilet facilities within the establishment and ensure those facilities are maintained by staff members frequently.

21. The owner and managers of the Company will oversee inspection of inbound and outbound shipment of goods and products. The owner and managers will conduct visual tests to ensure inbound and outbound shipments are labelled correctly, that the products being sent or received are correct, and that the containers are not broken or cracked in any way.

22. The owner and managers of the Company will inspect the labeling and packing of goods and products. The Company will use a quality control checklist for inspection.

Qualifications and Training

Qualifications

1. The Company shall implement the following positions within the establishment:
 - a. Cultivation Owner/Operator, duties include running the business, overseeing and being involved in the functions of the grow operations. The applicant needs to be at least 21 years old, with pre previous experience working on any cultivation establishment to be qualified for this position.
 - b. Cultivator, duties include planting, transporting, physically relocating plants, watering, nutrient mixing and feeding, mixing and applying pesticides, cleaning, harvesting plants and drying plants. The applicant needs to be at least 21 years old, with pre previous experience working on any cultivation establishment, and be physically able to lift and carry up to 50 pounds to be qualified for this position.
 - c. Trimmer, duties include trimming, packaging, shipping, data entry, and cleaning. The applicant needs to be at least 21 years old, with previous experience working on any cultivation establishment, and be physically able to lift and carry up to 50 pounds to be qualified for this position.
 - d. Transportation agents, duties include transporting the product or money between growing and retail facilities. The applicant needs to be at least 21 years old, with previous experience working on any cultivation establishment, and valid driver's license issued by Massachusetts RMV to be qualified for this position.
 - e. Security Personnel, duties include ensuring the safety and security of the Establishment and its staff, assisting the transporting agents occasionally, and other affairs regarding the ordinary operation of the Cultivation Establishment. The applicant needs to be at least 21 years old, with previous experience working on any cultivation establishment as security guards.
2. An owner, operator, employee or other agent acting on behalf of the Company will apply for a marijuana agent identification card. The registration card identifies for the Commission and Law enforcement authorities, those individuals who may conduct the lawful operation of marijuana establishments defined in MGL. Ch. 94G §9 (a) 1-4. The identification card allows access to the interoperable database in the Criminal Justice Information System allowing law enforcement to verify compliance of the lawful operation of marijuana establishments. The restrictions for applying for this identification card are as follows:
 - a. Be at least 21 years old
 - b. An individual who will be a controlling person of the Company will not have been convicted of a felony or convicted of an offense in another state that would be a felony in the commonwealth, except a prior conviction solely for a marijuana offense or solely for a violation of section 34 of chapter 94C

of the General Laws, unless the offense involved distribution of a controlled substance, including marijuana, to a minor. MGL Ch. 94G §5 (4).

c. An application for an identification card shall include:

i. The full name, date of birth, and address of the individual;

ii. Written acknowledgement by the individual of the limitations on his or her authorization to carry out the lawful operations of a marijuana establishment.

iii. A copy of the individual's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Commission

iv. An attestation that the individual will not engage in the diversion of marijuana;

v. Any other information required by the Commission.

d. A marijuana establishment executive registered with the Commission must submit to the Department a Criminal Offender Record Information (CORI) report for each individual for whom the establishment seeks an identification card.

Training

1. Marijuana Establishment Agents will receive a total of eight hours of training annually. The eight-hour total training requirement will be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent according to 935 CMR 500.105(2)(a). A four-hour of training will be given from Responsible Vendor Training Program courses established under 935 CMR 500.105(2)(b).
2. All new employees who will work within the establishment shall complete the Responsible Vendor Program within 90 days of being hired by the Company.
3. All current Marijuana Establishment Agents who will be involved in the handling or sale of Marijuana for adult use at the time of licensure or renewal of licensure will attend and successfully complete a Responsible Vendor Training Program to be designated a "Responsible Vendor".
 - a. Marijuana Establishment Agents will first take the Basic Core Curriculum. The Basic Core Curriculum will cover the following subject matter:

- i. Marijuana's effect on the human body.
 - ii. Diversion prevention and prevention of sales to minors, including best practices.
 - iii. Compliance with all tracking requirements.
 - iv. Acceptable forms of identification.
 - v. Prohibited purchases and practices, including purchases by persons younger than 21 years of age in violation of M.G.L. c. 94G, § 13. e. Other key state laws and rules affecting Marijuana Establishment Agents, which includes: Conduct of Marijuana Establishment Agents; Permitting inspections by state and local licensing and enforcement authorities; Local and state licensing and enforcement, including registration and license sanctions; Incident and notification requirements; Administrative, civil, and criminal liability; Health and safety standards, including waste disposal; Patrons prohibited from bringing Marijuana and Marijuana Products onto licensed premises; Permitted hours of sale; Licensee responsibilities for activities occurring within licensed premises; Maintenance of records, including confidentiality and privacy; and other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.
 - b. On completing the Basic Core Curriculum, a Marijuana Establishment Agent is eligible to take the Advanced Core Curriculum. The Advanced Core Curriculum class will include standard and best practices in one or more of the relevant areas provided by 935 CMR 500.105(2)(b)6.
 - c. After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use need to fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor.
4. All Responsible Vendor Program documentation must be retained for four years for necessary inspection.

Maintenance of Financial Report Plan

1. The following business records shall be maintained by the Company:
 - a. The Company's assets and liabilities
 - b. Monetary transactions
 - c. Books of accounts
 - d. Sales records, and
 - e. Salary and wages paid to each employee
2. At the end of each day, the Company will reconcile its cash on hand with its POS system to ensure that there is no theft or diversion.
3. Cash will be kept by the owner in a safe until it can be deposited. The safe will be located in the owner's office. The safe will be water and fire resistant, pry resistant, and impact resistant. A global positioning device will be placed inside of the safe. The safe will only be accessible to the owner and one manager.
4. Cash will be counted at the location of sale. Cash will be counted again by agents doing sales to dispensaries. Cash will be counted a third time by the owner or manager once it arrives at the location of the Company.
5. Cash will be transported from the facility to the bank by the owner and one manager. The cash will be transported in a city van or in the owner's car. Both vehicles will be equipped with GPS tracking.
6. The safe will only be accessible by the owner and one manager.
7. The Company will implement a written and electronic record of the amount of money in the safe. The owner and managers will keep these records.
8. The Company will use a counterfeit cash detection device during transactions to detect counterfeit cash.

Energy Efficiency and Conservation

1. The Company will install the following equipment: an air shower, LED grow lights, energy efficient lights in rooms and hallways, HVAC equipment such as a heater, air conditioner, carbon air filters, dehumidifiers, and humidifiers.
2. The Company will hold quarterly meetings to evaluate the Establishment's energy supply condition and discuss about opportunities for renewable energy options. The Management team shall make the decision about the Establishment's energy supply.
3. The Company will invite specialists to inspect the Establishment and discuss about renewable or alternative energy supply upon facility upgrades, renovation, or expansions. The Company will then make the decision about energy opportunities during the meetings.
4. The Company will implement renewable or alternative energy supply opportunities in case of emergency situations, such as equipment failures.
5. The Company will install LED grow lights and energy efficient lights in rooms and hallways to conserve energy and be energy efficient.
6. The Company will install energy efficient machinery, windows, doors and insulating the building to maximize energy efficiency throughout the facility.
7. The Company will install sophisticated meter which provides demand as well as usage data. The meter shall be used to monitor total electricity and energy consumption on a weekly or monthly basis.
8. The Company's management team will set the weekly or monthly goal to reduce electricity and energy consumption, develop and implement a plan to meet the goal and track progress towards the goal.
9. The Company will participate in the Mass Save programs to ensure awareness of new opportunities and incentives. The Company will make appointments the Energy Specialists in the program to look for potential opportunities and incentives available to the Establishment. After the inspection, the Company will implement the applicable energy saving equipment. The Company will annually review the current implementation and decide whether any other new opportunities have occurred.

Diversity Plan

Goals

1. The Company has a strong commitment to promoting equity and diversity in the workplace. The Company will seek to hire employees from the following groups: minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. The hiring percentage shall be:

- a. 30% women;
- b. 30% minorities;
- c. 20% veterans;
- d. 10% persons with disabilities; and
- e. 10% people who identify as LGBTQ+

The Company will encourage open communication between staff and management to secure equitable employment of minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.

2. The Company will seek to other Marijuana Establishments owned by the following groups: minorities, women, veterans, people with disabilities, and LGBTQ+ community to form long-term business collaborations. The Company plans to host workshops (in-person or on zoom) and invite representatives from other Marijuana Establishments to participate in those workshops. The workshops will be mainly about sharing the experience within the adult-use cannabis industry. The workshops will also be open to other individuals who are residents in Massachusetts. Those workshops seek to enhance local business and bring positive impact on the local community.

The percentage shall be:

- a. 30% women-owned;
- b. 30% minorities-owned;
- c. 20% veterans-owned;
- d. 10% owned by people with disabilities; and
- e. 10% owned by people who identify as LGBTQ+

3. The Company will engage in purchasing goods and services in support of the Marijuana Establishment operation from diverse licensees and other business entities owned by the following groups: minorities, women, veterans, people with disabilities and LGBTQ+ community. The percentage shall be:

- a. 30% women-owned;
- b. 30% minorities-owned;
- c. 20% veterans-owned;
- d. 10% owned by people with disabilities; and
- e. 10% owned by people who identify as LGBTQ+

Programs

1. The Company will do the following to attract minority applicants:
 - a. Posting monthly advertisements in the local newspaper, Telegram & Gazette, stating that the establishment is specifically looking for the above group of employees;
 - b. Advertising monthly employment opportunities tailored to individuals falling into the above-listed demographics with Workforce Central Career Center;
2. The Company will provide the following tools to ensure equitable employment of minorities:
 - a. Managers will hold quarterly meetings to discuss changes employees wish to see to improve equity in the workplace.
3. The Company will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
4. Any actions taken, or programs instituted, by the Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable Massachusetts laws.

Measurements

1. The Company will document the number of employees hired, retained and promoted in the above groups.
2. The Company will document the progress or success of this plan upon renewal. The documentation shall be retained for one year after the issuance of a provisional license. The documentation shall be reviewed and updated each year thereafter.
3. The Company will collect and document feedback regarding the effectiveness of equity policies.