



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284000
Original Issued Date: 03/07/2022
Issued Date: 03/07/2022
Expiration Date: 03/07/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Rasta Rootz LLC

Phone Number: 774-274-6294 Email Address: fern@rastarootz.com

Business Address 1: 21 Broad St Business Address 2:

Business City: Boston Business State: MA Business Zip Code: 02109

Mailing Address 1: 305 Fitzmaurice Circle Mailing Address 2:

Mailing City: Belmont Mailing State: MA Mailing Zip Code: 02478

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 25 Percentage Of Control: 100

Role: Owner / Partner Other Role: Manager

First Name: Fernando Last Name: Bent-Mullings Suffix: jr

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Jamaican/ Costa Rican

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 75

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Hilary

Last Name: Bent-Mullings Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity: French/ English

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 21 Broad St

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02109

Approximate square footage of the establishment: 4500

How many abutters does this property have?: 158

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Rasta Roots Dispensary Letter 2.pdf	pdf	60410a78efe1e0359b95af1f	03/04/2021
Certification of Host Community Agreement	HCA Cert_Rasta Rootz_EXECUTED.pdf	pdf	60e5b06f1159b60338d4d1a8	07/07/2021
Community Outreach Meeting Documentation	North End Waterfront Ad.png	png	60ed9f0e308c7a02a1fff74d	07/13/2021
Community Outreach Meeting Documentation	Boston Globe Ad.png	png	60ed9f21629ad9037af207c4	07/13/2021

Community Outreach Meeting Documentation	Boston Herald Ad.png	png	60ed9f2c1159b60338d4ec46	07/13/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	61265cbeb9f60d076b8d15db	08/25/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6138fcb3d905310789ae435f	09/08/2021
Community Outreach Meeting Documentation	Attachment C .pdf	pdf	6139066fe014b807395c7872	09/08/2021
Community Outreach Meeting Documentation	Attachment C-2.pdf	pdf	6139067dd64352077f3c3058	09/08/2021
Community Outreach Meeting Documentation	COMMUNITY OUTREACH MEETING ATTESTATION FORM.pdf	pdf	614cb1b3fa001407bd3162fb	09/23/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Rasta Rootz Positive Impact Plan (PIP) VF-edited.pdf	pdf	613a5280d64352077f3c3717	09/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role: Manager
First Name: Fernando	Last Name: Bent-Mullings Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role: Owner / Partner	Other Role:
First Name: Hilary	Last Name: Bent-Mullings Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Article of Organization.pdf	pdf	60fefadbd07ddc0864d069e9	07/26/2021
Department of Revenue - Certificate of	Certificate of Good Standing-3.pdf	pdf	6126b998ab6739076439a5b6	08/25/2021

Good standing					
Bylaws	2nd part-Operating Agreement Rasta Rootz LLC (3)-2.pdf	pdf	6126c3fe0f4d6c075e3d80a3	08/25/2021	
Bylaws	3rd Part- Operating Agreement Rasta Rootz LLC (3).pdf	pdf	6126c4090b068e0732628245	08/25/2021	
Bylaws	1st part-Operating Agreement Rasta Rootz LLC (3).pdf	pdf	6126c44623f64d075364b3a0	08/25/2021	
Secretary of Commonwealth - Certificate of Good Standing	Doc Sep 10, 2021, 12.33-1.jpg	jpeg	613faf31e1409107697594a4	09/13/2021	
Secretary of Commonwealth - Certificate of Good Standing	Rasta Rootz Department of Unemployment Attestation.jpg	jpeg	614cb28310e8450793e1b638	09/23/2021	

No documents uploaded

Massachusetts Business Identification Number: 001405396

Doing-Business-As Name: Rasta Rootz

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Rasta Rootz Proposed Timeline.pdf	pdf	6126a5303e10be075d4a8c3a	08/25/2021
Plan for Liability Insurance	Rasta Rootz Plan for Obtaining Liability Insurance.pdf	pdf	6126a578e014b807395c28bf	08/25/2021
Business Plan	FERN- BP 10-12.pdf	pdf	616869a84c206f685c09e198	10/14/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Rasta Rootz- Acquiring Wholesale Cannabis.pdf	pdf	61252f503e10be075d4a8035	08/24/2021
Prevention of diversion	Plan For Prevention of Diversion.pdf	pdf	61252fad0b068e0732627687	08/24/2021
Storage of marijuana	Rasta Rootz_Storage and waste disposal of Marijuana (1).pdf	pdf	61253093b9f60d076b8d0e49	08/24/2021
Energy Compliance Plan	Rasta Rootz Energy Compliance.pdf	pdf	6125313fe1409107697521aa	08/24/2021
Maintaining of financial records	Rasta Rootz_ Maintaining of Financial Records.pdf	pdf	6125458ce014b807395c1f09	08/24/2021
Qualifications and training	Qualifications & Intended Training.pdf	pdf	61255b8b8aea4607aa2a977a	08/24/2021
Quality control and testing	Quality Control and Testing.pdf	pdf	61255dfcd905310789adeba3	08/24/2021
Inventory procedures	Inventory Procedures.pdf	pdf	612652470b068e0732627d00	08/25/2021
Record Keeping procedures	Rasta Rootz Accurate Record Keeping and Cash Handling Procedures (2).pdf	pdf	6126782f0f4d6c075e3d7d90	08/25/2021

Transportation of marijuana	Transporation Procedures.pdf	pdf	6137ccaa42744807726e6efa	09/07/2021
Personnel policies including background checks	Personal Policies.pdf	pdf	613a29ee0b068e073262d5d5	09/09/2021
Dispensing procedures	Rasta Rootz_ Dispensing Procedures (1).pdf	pdf	613a3622ab6739076439fa16	09/09/2021
Restricting Access to age 21 and older	Restricting Access VF.pdf	pdf	614cbc64e4062c07dab7baad	09/23/2021
Security plan	Rasta Rootz- Security Plan VF3.pdf	pdf	616844ba578bf568253bde1f	10/14/2021
Diversity plan	Rasta Rootz Diversity Plan VF-edited 2.pdf	pdf	616e96b6269fa7691422ff6f	10/19/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 8:00 PM

Tuesday From: 10:00 AM Tuesday To: 8:00 PM

Wednesday From: 10:00 AM Wednesday To: 8:00 PM

Thursday From: 10:00 AM Thursday To: 8:00 PM

Friday From: 10:00 AM **Friday To: 8:00 PM**

Saturday From: 10:00 AM **Saturday To: 8:00 PM**

Sunday From: 10:00 AM **Sunday To: 8:00 PM**



January 17, 2021

Delivered via email to CANNABISBOARD@boston.gov

To the Boston Cannabis Board:

RE: Rasta Rootz Cannabis Dispensary at 21 Broad St.

The Wharf District is an historic waterfront neighborhood. The Wharf District Council (WDC) brings community members together to discuss matters that impact the neighborhood.

At the December 15 WDC meeting, Fernando Bent-Mullings, CEO of Rasta Rootz Cannabis Dispensary, presented plans for an Adult Use Cannabis Dispensary to be located at 21 Broad Street, Boston Massachusetts. Mr. Bent-Mullings provided information on the business and details on its operation. He gave informative explanations to our questions and concerns.

The Wharf District Council understands that cannabis dispensaries are legal in Massachusetts and will be located throughout the City of Boston, including the Wharf District. The Wharf District Council is unopposed to the Rasta Rootz Dispensary with the understanding that it will be a responsible member of the community. We have been assured the business will live up to the standards established by the commission, as well as the community's standards, including the following:

1. They need to be secure in their financial and operational abilities to own and maintain the establishment to the high standards communicated to the Wharf District Council at the Council meeting.
2. They must live up to the security commitments made at the meeting. These commitments include management of patrons waiting to enter as well as exit the dispensary once a purchase had been made. Ensure that there is no rowdiness, loitering, trash or unlawful behavior. Ensure that customers are not using the products on the sidewalks, in public areas or in the numerous neighborhood parks.

We welcome businesses that wish to be part of our historic waterfront community and that will work with the community on matters that benefit of all people who live, work & visit.

If there are questions, please contact me at susannelavoie@aol.com.

Susanne Lavoie

Susanne Lavoie
Executive Director

cc: Fernando Bent-Mullings, Owner
Boston City Councilor Ed Flynn
John Romano Jr, Mayor's Office of Neighborhood Services
Wharf District Council Members



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Rasta Rootz, LLC

2. Name of applicant's authorized representative:

Fernando Bent- Mullings

3. Signature of applicant's authorized representative:

4. Name of municipality:

Boston

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

Robert Arcangeli

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



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

robert.arcangeli@boston.gov

8. Host community agreement execution date:

6/29/21



NORTH END WATERFRONT .COM

News & Views for Boston's North End, Waterfront & Downtown Community



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Proposed Retail Marijuana Shop "Rasta Rootz" Public Meeting Dec. 17

Thu, Dec. 3, 2020 Rasta Rootz Comment(1)

A virtual community outreach meeting for a proposed retail marijuana establishment—**Rasta Rootz**— at 21 Broad Street, Boston is scheduled for Thursday, December 17th, 2020 at 6 p.m. EST.

The purpose of this meeting is to get community input and listen to the community's positions on this proposal. There will be an opportunity for the public to ask questions.

Join the meeting: <https://bit.ly/39FsCu7>

Password: Broad

Dial-In: +1-408-418-9388

Pin: 1795789412



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Events Calendar

Monday, December 7

Anniversary of Pearl Harbo

Thursday, December 10

Hanukkah Begins

1:00pm Public Art in the

6:00pm West End Urba

7:00pm Residents Assr

Friday, December 11

6:00pm NEMPAC Holic

Saturday, December 12

3:00pm NEMPAC/WAT



Thank you for placing your order with us.

To: Hi <https://createanad.bostonglobemedia.com/bg-adportal/home/viewItem.html?id=79076>

THANK YOU for your submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number: **W0085426**
Business Type: **Legal Notice - Public Hearing**
Ad Size: **Legal Notices**
Ad Cost: **\$147.90**
Payment Type: **Mastercard**

Account Details

Hilary Bent-Mullings
305 Fitzmaurice Cir
Belmont, MA 02478
617-610-8636
hilarybentmullings@gmail.com
Rasta Rootz
Credit Card - Mastercard *****1896

Schedule for Ad number W00854260

Sat Dec 5, 2020
Boston Globe Legal Notices

Notice of Public Meeting
Dear community members,
Notice is hereby given that a Community Outreach Meeting for a proposed Retail Marijuana Establishment is scheduled for **Thursday, December 17th, 2020 at 6 pm EST online**. The proposed Retail Marijuana Establishment is anticipated to be located at 21 Broad St. Boston, MA. There will be an opportunity for the public to ask questions. This meeting will be hosted online per the Cannabis Control Commission 4/27/2020 administrative order.
Online:<https://bit.ly/39F5Cu7>
Password: Broad
Dial-In: +1-408-618-9388
Pin: 1795789412
Thank you,
The Rasta Rootz Team
www.rastarootz.com

Notice of Public Meeting
Dear community members,
Notice is hereby given that a Community Outreach Meeting for a proposed Retail Marijuana Establishment is scheduled for **Thursday, December 17th, 2020 at 6 pm EST online**. The proposed Retail Marijuana Establishment is anticipated to be located at 21 Broad St. Boston, MA. There will be an opportunity for the public to ask questions. This meeting will be hosted online per the Cannabis Control Commission 4/27/2020 administrative order.
Online:<https://bit.ly/39F5Cu7>
Password: Broad
Dial-In: +1-408-618-9388
Pin: 1795789412
Thank you,
The Rasta Rootz Team
www.rastarootz.com



- Please let us know if you need an Affidavit(s)
- Please note Ad sample(s) are sent & are for the intent of review prior to publication. We will not be held liable for any error; misprint or grammatical error.

RECEIPT 12/02/20



BOSTON HERALD

Account: 1378328 Name: Hilary Bent-Mullings Company: Address: 305 Fitzmaurice Circle BELMONT, MA 02478 Telephone: (617) 610-8636 Fax: Description: Notice of Public Meeting Dear commun	Date: 12/02/20 Start Date: 12/03/20 Stop Date: 12/03/20 Class: 1201 - Legal Notices Ad ID: 2099043 Ad Taker: CRASTAMAS Sales Person: Amanda Stamas (LFC301) Words: 85 Lines: 24 Agate Lines: 58 Depth: 2.05 Inserts: 2 Blind Box: PO Number:
--	--

Ad sample

Notice of Public Meeting

Dear community members,

Notice is hereby given that a Community Outreach Meeting for a proposed Retail Marijuana Establishment is scheduled for Thursday, December 17th, 2020 at 6 pm EST online. The proposed Retail Marijuana Establishment is anticipated to be located at 21 Broad St. Boston, MA. There will be an opportunity for the public to ask questions. This meeting will be hosted online per the Cannabis Control Commission 4/27/2020 administrative order.

Online:
<https://bit.ly/39FsCu7>
 Password: Broad

Dial-In:
 +1-408-418-9388
 Pin: 1795789412

Dec 3

Total: **\$192.00**
 Paid Amount: **\$0.00**
 Amount Due: **\$192.00**

Publication
Boston Herald, BostonHerald.com



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Rasta Rootz will remain compliant at all times with the local zoning requirements set forth in the City of Boston Zoning Ordinance. In accordance with the Zoning Ordinance, Rasta Rootz's proposed Marijuana Retail Establishment is located at 21 Broad Street, Boston Massachusetts.

On August 24, 2021 Rasta Rootz was granted a Conditional Use Permit by the City of Boston Zoning Board of Appeals to conduct renovations to operate a Cannabis Establishment at the building located at 21 Broad Street, within the Boston Proper Zoning District and the General Business Subdistrict

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, Rasta Rootz's proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

Rasta Rootz will apply for other local permits, approvals, registrations or certificates, if any, that are required to site and operate a Marijuana Establishment at the proposed location and will comply with all conditions and standards set forth in any such local permit or approval.

Rasta Rootz has engaged municipal officials and the local community to discuss its plans for a proposed Marijuana Establishment, and Rasta Rootz has executed the required Host Community Agreement with the city and has conducted a community outreach meeting. Rasta Rootz will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, operation, and security.



RECEIVED

By City Clerk at 4:49 pm, Nov 30, 2020

Notice of Public Meeting

Notice is hereby given that a Community Outreach Meeting for a Proposed Cannabis Establishment is scheduled for:

Date: Thursday, December 17, 2020

Time: 6:00PM

Location: ONLINE: <https://bit.ly/39FsCu7>

Password: Broad

DIAL-IN: +1-408-418-9388, PIN: 1795789412

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

The Proposed Cannabis Establishment is anticipated to be located at:

21 Broad Street Boston, MA 02109

There will be an opportunity for the public to ask questions.

Please, test and charge your device ahead of time.

If you have any questions about this meeting or have comments about the proposal please contact:

John Romano

Mayor's Office of Neighborhood Services

John.Romano@boston.gov

617-635-4987

Please note, the City does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the community's positions on this proposal. This flyer has been dropped off by the proponents per the city's request



Notice of Public Meeting

Notice is hereby given that a Community Outreach Meeting for a Proposed Cannabis Establishment is scheduled for:

Date: Thursday, December 17, 2020

Time: 6:00PM

Location: ONLINE: <https://bit.ly/39FsCu7>

Password: Broad

DIAL-IN: +1-408-418-9388, PIN: 1795789412

*Hosted online per the Cannabis Control Commission 4/27/2020
administrative order*

The Proposed Cannabis Establishment is anticipated to be located at:

21 Broad Street Boston, MA 02109

**There will be an opportunity for the public to ask questions.
*Please, test and charge your device ahead of time.***

If you have any questions about this meeting or have comments about the proposal please contact:

John Romano

Mayor's Office of Neighborhood Services

John.Romano@boston.gov

617-635-4987

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BELMONT
405 CONCORD AVE
BELMONT, MA 02478-9998
(800)275-8777

12/04/2020 09:33 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119623486			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119623455			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119623462			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119623431			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119623448			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119623509			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620652			
Total			\$4.10

First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620669			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620638			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620645			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620454			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620461			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620492			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620508			
Total			\$4.10
First-Class Mail® Letter	1		\$0.55
Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020			
Certified Mail®			\$3.55
Tracking #: 70191640000119620607			
Total			\$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620614
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620621
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623097
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623066
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623080
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623134
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623141
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623158
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623165
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623172
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623189
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623196
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70183090000229720675
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119617621
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119617638
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119617645
 Total \$4.10

First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617652	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119616969	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617492	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617683	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617690	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617669	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617720	
Total	\$4.10



Letter	\$0.55
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617676	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617706	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617713	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617744	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617751	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617782	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617737	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617768	
Total	\$4.10

First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70183090000229720729		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70183090000229720736		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70183090000229720743		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70183090000229720750		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70191640000119620478		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70191640000119620423		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70191640000119620430		
Total		\$4.10
First-Class Mail®	1	\$0.55
Letter		
Boston, MA 02109		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Mon 12/07/2020		
Certified Mail®		\$3.55
Tracking #:		
70191640000119620485		
Total		\$4.10

First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119617775	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70183090000229720811	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119625015	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70183090000229720682	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70183090000229720699	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70183090000229720705	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70183090000229720712	
Total	\$4.10

First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620416	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620362	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620379	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620386	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620393	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620409	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119623318	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119623325	
Total	\$4.10

First-Class Mail® 1 \$0.55
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #:
70191640000119623295

Total \$4.10

First-Class Mail® 1 \$0.55
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #:
70191640000119623301

Total \$4.10

First-Class Mail® 1 \$0.55
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #:
70191640000119623271

Total \$4.10

First-Class Mail® 1 \$0.55
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #:
70191640000119623288

Total \$4.10

First-Class Mail® 1 \$0.55
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #:
70191640000119623103

Total \$4.10

Grand Total: \$303.40

Credit Card Remitted \$303.40

Card Name: VISA
Account #: XXXXXXXXXXXX9619
Approval #: 09412I
Transaction #: 181
AID: A0000000031010 Chip
AL: VISA CREDIT
BIN: Not Provided



BELMONT
405 CONCORD AVE
BELMONT, MA 02478-9998
(800)275-8777

12/04/2020 09:29 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter Chicago, IL 60680 Weight: 0 lb 0.30 oz Estimated Delivery Date Tue 12/08/2020 Certified Mail® Tracking #: 70191640000119623400	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Dallas, TX 75201 Weight: 0 lb 0.30 oz Estimated Delivery Date Tue 12/08/2020 Certified Mail® Tracking #: 70191640000119623417	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02108 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119623424	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119623479	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119623493	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Winchester, MA 01890 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620775	1		\$0.55
Total			\$4.10
First-Class Mail® Letter New York, NY 10001 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620782	1		\$0.55
Total			\$4.10

First-Class Mail® Letter Palm Beach, FL 33480 Weight: 0 lb 0.30 oz Estimated Delivery Date Tue 12/08/2020 Certified Mail® Tracking #: 70191640000119620737	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02108 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620744	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620713	1		\$0.55
Total			\$4.10
First-Class Mail® Letter New York, NY 10281 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620720	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620690	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620706	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02110 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620683	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Framingham, MA 01701 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119620676	1		\$0.55
Total			\$4.10
First-Class Mail® Letter Boston, MA 02109 Weight: 0 lb 0.30 oz Estimated Delivery Date Mon 12/07/2020 Certified Mail® Tracking #: 70191640000119623292	1		\$0.55
Total			\$4.10

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02110
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623219

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Woburn, MA 01801
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623226

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Woburn, MA 01801
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623233

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 New York, NY 10281
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623240

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623257

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623059

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623073

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02116
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620751

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02116
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620768

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Newton Center, MA 02459
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620447

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02110
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620584

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620560

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02110
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620591

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02110
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620577

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620553

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620539

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620546

Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620515

Total \$4.10

First-Class Mail® 1
Letter
Lexington, MA 02421
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620522
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70183090000229720767
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620058
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70183090000229720774
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02110
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70183090000229720781
Total \$4.10

First-Class Mail® 1
Letter
Hartford, CT 06141
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70183090000229720798
Total \$4.10

First-Class Mail® 1
Letter
Hartford, CT 06141
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70183090000229720804
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620010
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620027
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620034
Total \$4.10

First-Class Mail® 1
Letter
Medford, MA 02155
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620041
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620096
Total \$4.10

First-Class Mail® 1
Letter
Brighton, MA 02135
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620188
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02110
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620072
Total \$4.10

First-Class Mail® 1
Letter
Burlington, MA 01803
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620089
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620164
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620171
Total \$4.10

First-Class Mail® 1
Letter
Boston, MA 02109
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 12/07/2020
Certified Mail® \$3.55
Tracking #: 70191640000119620065
Total \$4.10

First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620218	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620195	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Tyngsboro, MA 01879	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620201	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620249	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620256	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620263	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620270	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620140	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Woodland Hills, CA 91367	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Tue 12/08/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620157	
Total	\$4.10

First-Class Mail® 1	\$0.55
Letter	
Everett, MA 02149	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620125	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Newton Lower Falls, MA 02462	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620133	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620102	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620119	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620355	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620225	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Hyannis, MA 02601	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620331	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02109	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620348	
Total	\$4.10
First-Class Mail® 1	\$0.55
Letter	
Boston, MA 02210	
Weight: 0 lb 0.30 oz	
Estimated Delivery Date	
Mon 12/07/2020	
Certified Mail®	\$3.55
Tracking #:	
70191640000119620232	
Total	\$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620287
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119620294
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623110
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623127
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623264
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623332
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623349
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623356
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623363
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623370
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623387
 Total \$4.10

First-Class Mail® 1 \$0.55
 Letter
 Boston, MA 02109
 Weight: 0 lb 0.30 oz
 Estimated Delivery Date
 Mon 12/07/2020
 Certified Mail® \$3.55
 Tracking #: 70191640000119623394
 Total \$4.10

Sparkling Holiday 5 \$11.00 \$55.00
 Diwali 20 \$0.55 \$11.00

Grand Total: \$402.20
 Credit Card Remitted \$402.20
 Card Name: VISA
 Account #: XXXXXXXXXXXX9619
 Approval #: 0702I
 Transaction #: 978
 AID: A0000000031010 Chip
 AL: VISA CREDIT
 PIN: Not Required CHASE VISA

 Due to limited transportation availability as a result of nationwide COVID-19 impacts package delivery times may be extended. Priority Mail Express® service will not change.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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 Sign up for FREE @
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www.usps.com/careers to apply.

All sales final on stamps and postage.
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 Thank you for your business.

Tell us about your experience.
 Go to: <https://postalexperience.com/Pos>
 or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 240002-0178
 Receipt #: 840-50200076-3-5712967-2
 Clerk: 15

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OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0485

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0430

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0416

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0423

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0362

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0409

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0379

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0393

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To:

City, State, ZIP+4®

7019 1640 0001 1962 0386

PS Form 3800, April 2015 PSN 7525-02-000-9047 See Reverse for Instructions

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- 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:

Rasta Rootz LLC

Name of applicant's authorized representative:

Fernando Bent-Mullings

Signature of applicant's authorized representative:

Fernando Bent-Mullings



RASTA ROOTZ

POSITIVE IMPACT PLAN

I. INTRODUCTION

Rasta Rootz understands the devastating impact of the War on Drugs that has affected certain cities and neighborhoods throughout the state. With the location of Rasta Rootz being in downtown Boston, Rasta Rootz has the unique opportunity to help residents in the Boston community or individuals who have past drug convictions or residents with parents or spouses who have drug convictions. Rasta Rootz will also provide job opportunities, training, and host yearly networking events specifically to residents of city of Taunton and Boston.

Using this Positive Impact Plan as a roadmap, we at Rasta Rootz believe it is a great opportunity to go into these areas and positively impact those that have been affected most and provide the tools for success. We predict that our business and the awareness it generates will provide a significant future revenue stream for individuals working in the cannabis industry. This Positive Impact Plan represents our commitment to helping this city and its' residents who have historically been marginalized.

II. GOALS

Rasta Rootz goal is to work together with some of these disproportionately impacted communities in Boston and Taunton to provide a sense of empowerment and inclusion in this new and rapidly growing industry. We will help to change the attitude from feeling excluded to being included in the cannabis industry and by doing so hope to inspire other businesses to do the same.

Rasta Rootz plans to implement the following objectives:

1. With the help of the Last Prisoner Project, Rasta Rootz will host programs focused on helping individuals re-entering society after being behind bars. Rasta Rootz and the Last Prisoner Project fully understands the difficulty of finding stable employment post prison sentences which is why Rasta Rootz will help these individuals by giving them an opportunity to have a career in an industry that they may already know and help keep their probability of recidivism low. Our plan is that these re-integrations trainings will give the individuals the tools they need to enter the work force and even join the Rasta Rootz team.
2. We strive to have at least twenty percent (20%) of our staff be comprised of:
 - 5% victims of the War on Drugs;
 - 10% individuals who have prior convictions for cannabis distribution and/or individuals with nonviolent cannabis offenses (as allowed by the Cannabis Control Commission's Agent Suitability Standards);
 - 5% Massachusetts residents with parents or spouses who have drug convictions.
3. We hope to help those who have historically been disproportionately impacted by the War on Drugs. Typically, this has been the African American community. Sickle Cell Anemia historically has affected African Americans more preventively than all other individuals: 1 in 365 African Americans is plagued by this disease. Rasta Rootz can help this community even more by working with the Red Cross to find donors with the antigens that are needed to treat the sickle cell disease and help treat the impacted individuals, improve their quality of life and prevent serious complications from this disease.



RASTA ROOTZ

III. PROGRAMS

A. American Red Cross & Rasta Rootz

Rasta Rootz has worked with the American Red Cross and will continue to host coordinated Blood Drive in Boston and Taunton. These blood drives, specifically in Boston have been to help those with Sickle Cell Anemia which is a disease that historically has affected African Americans more prevalently. The Red Cross is currently screening donations from self-identified African American blood donors for Hemoglobin S, a key indicator of sickle cell trait. Rasta Rootz has already conducted one Blood Drive with the Red Cross on May 20, 2021 which was located at the Residence Inn by Marriott in Boston.

B. Rasta Rootz & Last Prisoner Project

Rasta Rootz will be continuously working with The Last Prisoner Project by providing help to their re-entry constituents. Programs will include but are not limited to:

- Education resources and training
- Employment resources (Hiring and skill development)
- Technology training

C. Rooted at Home

Rasta Rootz will hire at least 20% of our staff specifically from neighborhoods in Roxbury, Boston, and Taunton. At least 1 of the upper management positions will be filled by a resident of these cities. Rasta Rootz will also promote from within our own staff, giving these individuals additional career opportunities.

IV. MEASUREMENTS & ACCOUNTABILITY

A. American Red Cross & Rasta Rootz

- Rasta Rootz will host semi-annual blood drives with the American Red Cross to be located in Boston. We plan to hold the blood drive at the Residence Inn by Marriott Boston- Downtown/South End as we did in the past. Once confirming with the American Red Cross, we plan of the blood drives will be in May and September and based on the last blood drive, we expect to have 50-200 participants.

B. Last Prisoner Project & Rasta Rootz

- Rasta Rootz in coordination with the Last Prisoner Project will host at least one (1) program a quarter (4 annually) for re-entry constituents. We plan to conduct programs at our facility in Boston and we expect each program will have between 5-20 participants. Working together with the Last Prisoner Project we expect to hold at least four formal program sessions annually. One of these programs will be in February, another in May, another in July and a final one in October. If weather becomes an issue, we plan to utilize technology to hold these sessions.

C. Rooted At Home

- Identify and track the number of employees hired who are residents of Areas of Disproportionate Impact
- Rasta Rootz will also hold yearly networking events in Taunton and in Boston. We expect that each of these events (one in Taunton and one in Boston) will be attended by 5-40 individuals. We plan to host the Boston event annually in April at our facility. We plan to host the Taunton event annually in October at the Bristol Community College. If weather becomes an issue, we plan to utilize technology to hold these sessions.



RASTA ROOTZ

V. STATEMENTS

Implementation of this Positive Impact Plan will be overseen by senior executives to ensure our goals are being implemented and achieved.

Rasta Rootz acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and Rasta Rootz will be required to document progress or success of this plan, in its entirety, annually upon the renewal of this license.

Rasta Rootz strives to have our Positive Impact Plan as a benchmark for other cannabis related businesses in the state of Massachusetts by being an important asset to the Boston community.

VI. SUPPORTING INFORMATION

Red Cross & Rasta Rootz

Nancy Hurley (617)699-3806

Nancy.hurley@redcross.org

Last Prisoner Project

Director of Impact: Mikelina Belaineh
Community Engagement Manager: Evelyn LaChapelle

mikelina@lastprisonerproject.org
evelyn@lastprisonerproject.org



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

William Francis Galvin
Secretary of the
Commonwealth

May 8, 2020

TO WHOM IT MAY CONCERN:

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

RASTA ROOTZ, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 9, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **HILARY LISETER BENT-MULLINGS, FERNANDO R BENT-MULLINGS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **HILARY LISETER BENT-MULLINGS, FERNANDO R BENT-MULLINGS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HILARY LISETER BENT-MULLINGS**



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: L0716990656
Notice Date: July 27, 2021
Case ID: 0-001-248-199



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RASTA ROOTZ LLC
21 BROAD ST
BOSTON MA 02109-3801

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, RASTA ROOTZ 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..

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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

ARTICLE 6

APPROVAL OF ACTIONS AND VOTING

6.1 **Meetings.** Meetings of the Members may be called at any time by the Consent of the Members or by the Manager, or by written instrument or instruments signed by them.

6.2 **Action by Vote or Written Consent.** At all meetings of the Members, the voting shall be by show of hands or voice vote, but any Member may demand a written vote. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if the requisite Members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the Company. Such consents shall be treated for all purposes as votes at a meeting. In determining whether action is authorized by a vote or consent of the Members, the relative percentage of the Membership Interests voted shall be decisive, provided that no vote or consent shall be valid unless approved by Members holding at least fifty (50%) percent of the outstanding membership interests.

ARTICLE 7

CONTRIBUTIONS, CAPITAL ACCOUNTS AND LOANS

Initial Contributions. Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A upon the execution of this Agreement. No Member shall be required or permitted to make any further Capital Contributions without the Consent of the Members. The relative amount of the Member's Capital Contribution to all outstanding Capital Contributions as reflected on Exhibit "A" as amended from time to time shall be such member's Membership Interest in the Company.

ARTICLE 8

ALLOCATIONS AND DISTRIBUTIONS

8.1 **Allocations of Net Profits and Net Losses from Operations.** Except as may be required by § 704(c) of the Code, Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their Membership Interests.

8.2 **Distributions.** Distributions of Property of the Company shall be made at such times, in such manner and in such amounts as the Manager may determine; *provided, however,* that all such distributions shall be made to the Members in proportion to their respective Membership Interests.

8.3 **Tax Distributions.** Provided that the Managers determine that such distribution could not reasonably be expected to violate any written agreement or instrument to which the Company is a party or pursuant to which it is bound, or any applicable provision of law, then, except in connection with the dissolution of the Company (in which case the provisions of Article 12 shall be applicable), the Company shall make distributions to the Members, based on their respective Membership Interests, not less often than annually, and not later than April 1 of

any year, in an amount equal to the Members' reasonable computation of the tax liability per Membership Interest attributable to the previous tax year, using the highest federal rate applicable to the Members.

ARTICLE 9

TRANSFERS OF MEMBERSHIP INTERESTS

9.1 **Required Consent.** A Membership Interest may not be transferred without the Consent of the Members, unless otherwise permitted hereunder.

9.2 **Transfers Not in Compliance with This Article Void.** Any attempted transfer of a Membership Interest, or any part thereof, not in compliance with this Article 9 is null and void *ab initio*.

9.3 **Permitted Transfers.** Notwithstanding anything to the contrary contained in this Agreement, but subject to Article 10, a Member may transfer all or a portion of such Member's Membership Interest to (A) the Company, and (B) (1) with respect to a Member who is an individual, to or among (x) such Member's immediate family, which shall include his or her parents, then-current spouse, siblings, children or grandchildren ("Family Members"), or (y) a trust, family limited partnership or family limited liability company, all of the beneficial or other ownership interests in which shall be held by or for the benefit of, and which shall be controlled by, such Member or one or more Family Members of such Member; *provided, however,* that, during the period that any such trust, family limited partnership or family limited liability company holds any right, title or interest in any Membership Interest, no Person other than such Member or one or more Family Members of such Member may be or may become beneficiaries, limited or general partners or members thereof or otherwise hold any interest whatsoever therein; and (2) with respect to a Member that is not an individual, to or among (x) its Affiliates, *provided, however,* that, during the period that any such Affiliate holds any right, title or interest in any Membership Interest, no Person other than the owners of such Member or one or more Permitted Transferees of such owners may be or may become beneficiaries, stockholders, limited or general partners or members thereof or otherwise hold any interest whatsoever therein (the Persons referred to in the preceding clauses (A) and (B) are each referred to hereinafter as a "Permitted Transferee"), (y) any of its owners, or (z) any Permitted Transferee of any of its owners, or as otherwise expressly permitted by this Agreement. A Permitted Transferee of Membership Interest pursuant to this Section may transfer such Person's Membership Interest pursuant to this Section only to the transferor Member or to a Person that is a Permitted Transferee of such transferor Member, or as otherwise permitted by this Agreement. No Member shall avoid the provisions of this Agreement by making one or more transfers to one or more Permitted Transferees and then disposing of all or any portion of such Person's interest in any such Permitted Transferee, and any transfer or attempted transfer in violation of this covenant shall be null and void *ab initio*.

ARTICLE 10

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 **Rights of Assignees.** The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. Any Assignee receiving the assignment of a Membership Interest in compliance with this Agreement is only entitled to receive the Distributions and return of capital as and when declared and paid, and to be allocated the Net Profits and Net Losses attributable the Membership Interest, pursuant to this Agreement.

10.2 **Admission of Substitute Members.** An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only upon the Consent of the Members, and only after the following conditions have been satisfied:

10.2.1 a duly executed and acknowledged written instrument of assignment shall have been filed with the Company, which instrument shall specify the Membership Interest being assigned and set forth the intention of the Assignor to allow the Assignee to succeed to the Assignor's interest as a Substitute Member in the Assignor's place; and

10.2.2 the Assignor and Assignee shall have executed and acknowledged such other instruments as the Manager reasonably may deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement, as amended.

The Members may grant or withhold their consent to such admission for any reason or for no reason in their sole and absolute discretion. If so admitted, the Substitute Member shall have all the rights and powers, and be subject to all the restrictions and liabilities, of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Assignor from any liability to the Company that may have existed prior to the approval.

Notwithstanding the foregoing, the Members hereby consent to the admission, as a Substitute Member, of any Permitted Transferee receiving a Membership Interest in accordance with Section 9.3, if so requested and subject to compliance with the other requirements of this Section 10.3.

10.3 **Admission of Additional Members.** Additional Members shall be admitted to the Company only upon the Unanimous Consent of the Members, and only after agreeing to be bound by the terms of this Agreement, and executing a counterpart signature page hereof. The Manager may determine the Capital Contributions and Membership Interests of such Additional Members. Upon the admission of an Additional Member, Members shall amend Exhibit A accordingly.

ARTICLE 11

DISSOCIATION OF A MEMBER

11.1 **Dissociation.** A Person shall cease to be a Member (a "Dissociating Member") upon the happening of any of the following events:

11.1.1 the Bankruptcy of that Member;

11.1.2 the withdrawal of that Member;

11.1.3 in the case of a Member who is a natural person, the death of such Member;

11.1.4 in the case of a Member who is not a natural person, the termination of existence, or dissolution, of such Member.

11.2 **Rights of Dissociating Member.**

11.2.1 In the event of a Bankruptcy of a Member, such Member's Membership Interest shall be deemed forfeited immediately and automatically, and such Member shall not be entitled to any consideration for such Member's Membership Interest.

11.2.2 In the event of the withdrawal of a Member, such Member shall be entitled to receive from the Company, subject to reduction for any damages caused by such Member's withdrawal, any Distributions which such Member was entitled to as of the withdrawal but which were not yet paid or payable (which Distributions shall remain payable on the date or dates on which they would have been payable had such Member not withdrawn), and the greater of (a) any unreturned Capital Contribution of such Member, as of the date of withdrawal, or (b) a percentage of the Company's net book value, as determined by the Company's accountants, equal to such Member's Membership Interest in the Company, in either case payable upon the ultimate dissolution and winding up of the Company.

11.2.3 In the event of the death, termination of existence or dissolution of a Member, (a) if such Member's Membership Interest is transferred to a Permitted Transferee in accordance with Article 9, then such Member shall cease to have any rights hereunder or under the Act, and (b) if such Member's Membership Interest is not transferred to a Permitted Transferee, then such Member shall be deemed to have withdrawn and shall be entitled to the rights provided under Section 11.2.2 as if such Member had withdrawn as of the date of such death, termination of existence or dissolution.

11.3 **Continuation of the Company.** The Dissociation of a Member, or any other event which terminates the membership of a Member, shall not result in the Company being dissolved, and its affairs shall not be wound up and it shall remain in existence as a limited

liability company under the laws of The Commonwealth of Massachusetts, unless the remaining Members, acting by Unanimous Consent, elect to dissolve the Company.

11.4 Permitted Transfers and Admission of Substitute Members. No provision of this Article 11 shall be construed to limit the ability of a Member to make transfers of Membership Interests in accordance with Article 9, or to limit or prevent the admission of Substitute Members in accordance with Article 10.

ARTICLE 12

DISSOLUTION AND WINDING UP

12.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

12.1.1 the Unanimous Consent of the Members; or

12.1.2 the sale of all or substantially all of the Company Property, unless the Members, acting by Unanimous Consent, elect to continue the Company's existence.

12.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on its business. Dissolution shall not cause the immediate termination of the Company or its operations; instead, the Company shall continue its existence until the winding up of the operations and affairs of the Company is completed and the Certificate of Cancellation has been filed with the Secretary of State of The Commonwealth of Massachusetts.

12.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

12.3.1 to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;

12.3.2 to Members in accordance with their Membership Interests. Liquidation proceeds shall be paid as soon as reasonably practicable following the liquidation event giving rise to such proceeds, but in any event within thirty (30) days of the end of the Company's taxable year or, if later, within thirty (30) days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both.

12.4 Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Company Property and assets of the Company have been distributed to the Members. The Managers shall carry out the winding up of the Company's affairs. Upon the completion of winding up of the Company, a Certificate of Cancellation shall be executed by the Managers and delivered to the Secretary of State for filing. The Certificate of Cancellation shall set forth the

information required by the Act.

ARTICLE 13

AMENDMENT

Amendment or Modification of Agreement. Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument adopted by the Unanimous Consent of the Members.

ARTICLE 14

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

Act. The Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C, all amendments thereto, and any applicable regulations promulgated by the Secretary of State of The Commonwealth of Massachusetts, including, but not limited to, 950 CMR 112.00 *et seq.*

Additional Member. A person that becomes a Member of the Company after the date hereof.

Affiliate. With respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

Agreement. This Limited Liability Company Agreement including all amendments adopted in accordance with the Agreement and the Act.

Assignee and Assignor. Respectively, a transferee of a Membership Interest who has not been admitted as a Substitute Member, and the Member transferring such Membership Interest to the transferee.

Bankruptcy. Has the meaning specified in the Act.

Business Day. Any day other than Saturday, Sunday or any legal holiday observed for all or any portion of a day in Boston, Massachusetts.

Capital Contribution. A contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Additional Member, in accordance with Article VII.

Cause. An act of fraud upon, or stealing from, the Company.

Certificate of Organization. The Certificate of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of the State of the Commonwealth of Massachusetts.

Code. The Internal Revenue Code of 1986, as amended from time to time.

Company. Has the meaning specified in the preamble of this Agreement.

Company Liability. Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

Company Property. Any Property owned by the Company.

Consent. The written consent or approval of more than 50% in interest, based on Membership Interests, of those Members entitled to participate in giving such consent or approval.

Disability. Has the meaning specified in Section 5.5.

Dissociation. Any action which causes a Person to cease to be Member as described in Article 11 hereof.

Distribution. A transfer of Company Property to a Member on account of a Membership Interest as described in Article 8.

Effective Date. Has the meaning specified in Section 1.4.

Family Members. Has the meaning specified in Section 9.3.

Initial Capital Contribution. The Capital Contribution agreed to be made by the Members as described in Article 7.

Managers – Initially Hilary L Bent-Mullings and Ferdinand R. Bent-Mullings, and, thereafter, the Member selected in accordance with Section 5.1 to manage the affairs of the Company.

Membership Interest. The interest in the Company held by a Member as shown on Exhibit A hereto, as amended from time to time.

Net Losses. The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

Net Profits. The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

Organization. A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (whether limited, limited liability or general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies, tenancies in common and tenancies by the entirety.

Permitted Transferee. Has the meaning specified in Section 9.3.

Person. An individual, trust, estate, or any incorporated or unincorporated Organization permitted to be a member of a limited liability company under the laws of The Commonwealth of Massachusetts.

Property. Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Substitute Member. An Assignee who has been admitted as a Member.

Two-Thirds Consent. The written consent or approval of 67% in interest, based on Membership Interests held as Members, of those Members entitled to participate in giving such consent or approval.

Unanimous Consent. The written consent or approval of 100% in interest, based on Membership Interests, of the Members entitled to participate in giving such consent or approval.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership, although the Company may elect to be treated as a partnership for tax purposes. The Members do not intend to be partners to one another or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

15.2 Rights of Creditors and Third Parties Under Agreement. The Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and permitted assigns. The Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by

applicable statute, no such creditor or third party shall have any rights under the Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

15.3 Entire Agreement. The Agreement represents the entire agreement among all the Members and between the Members and the Company.

15.4 Notices. Any and all notices under this Agreement shall be effective (a) on the fourth Business Day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first Business Day after being sent by express mail or other national overnight delivery service, telecopy with confirmation of transmission, or commercial expedited delivery service providing a receipt for delivery, or (c) upon actual receipt if hand-delivered. All such notices in order to be effective shall be addressed, if to the Company at its registered office under the Act and, if to a Member, at the last address of record on the Company's books.

15.5 Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. The parties submit to the exclusive jurisdiction of the Courts located in the Commonwealth of Massachusetts for all matters relating to or arising under this Agreement.

15.6 Effect. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors, and assigns.

15.7 Pronouns and Number. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter.

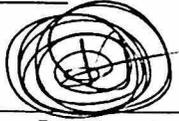
15.8 Captions. Captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.

15.9 Partial Enforceability. If any provision of this Agreement, or the application of the provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

15.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the Effective Date.

Members:



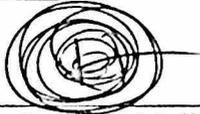
6/16/20

Hilary L. Bent-Mullings



Fernando R. Bent-Mullings

Managers:



6/16/20

Hilary L. Bent-Mullings



Fernando R. Bent-Mullings

OPERATING AGREEMENT OF
RASTA ROOTZ, LLC

EXHIBIT "A"

MEMBERS, INITIAL CONTRIBUTIONS, AND INTERESTS

<u>Member Name & Address</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest</u>
Hilary L Bent-Mullings 305 Fitzmaurice Cir., Belmont, Massachusetts 02478	\$100.00	75%
Fernando R. Bent-Mullings 305 Fitzmaurice Cir., Belmont, Massachusetts 02478	\$100.00	25%
TOTAL:	\$200.00	100%

**OPERATING AGREEMENT
RASTA ROOTZ, LLC**

This Operating Agreement of Rasta Rootz, LLC (the “**Agreement**”), a limited liability company organized pursuant to the Massachusetts Limited Liability Company Act, is entered into and shall be effective as of the Effective Date, by and among the Company, the Managers listed below, and those parties listed on Exhibit “A” hereto as Members (the “**Members**”).

All capitalized terms used in this Agreement shall have the meaning set forth in Article 14 hereof.

ARTICLE 1

FORMATION

1.1 **Organization.** The Members hereby organize the Company as a Massachusetts limited liability company pursuant to the provisions of the Act.

1.2 **Agreement.** For and in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Members executing this Agreement hereby agree to its terms and conditions, as they may from time to time be amended as provided herein. It is the express intention of the Members that this Agreement shall be the sole source of agreement of the parties with respect to the subject matter hereof and, except to the extent a provision of this Agreement is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act or any other law or rule, this Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act or any other law or rule. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.3 **Name.** The name of the Company is **Rasta Rootz, LLC**, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4 **Effective Date.** The Agreement shall become effective upon the filing and acceptance of the Certificate of Organization with the Secretary of State of The Commonwealth of Massachusetts (the “Effective Date”).

1.5 **Term.** The Company shall continue until terminated as provided in Article 12 hereof.

1.6 **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate of Organization as filed in the office of the Secretary of State of The Commonwealth of Massachusetts. The Managers may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of The Commonwealth of Massachusetts. In the event the registered agent ceases to act as such for any reason, or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

1.7 **Principal Office.** The principal office of the Company shall be located at 305 Fitzmaurice Circle, Belmont MA 02478

ARTICLE 2

NATURE OF BUSINESS

2.1 **Company's Business.** The Company's business is to engage in the following activities:

2.1.1 The sale of cannabis at a retail level and any products incident thereto.

2.1.2 Any activity which is incidental to or related to the foregoing, and any activity permitted under Massachusetts and federal law;

2.2 **Power and Authority.** The Company shall have the power and authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article 2.

ARTICLE 3

NAMES AND ADDRESSES OF MEMBERS

The names, addresses, Capital Contributions and Membership Interests of the Initial Members are as reflected on Exhibit A attached to this Agreement. The Managers shall amend Exhibit A from time to time to reflect the admission or Dissociation of Members for purposes of administering the Company's affairs pursuant to this Agreement and compliance with the Act and the Code.

ARTICLE 4

RIGHTS AND DUTIES OF MEMBERS

4.1 **Management and Voting Rights.** The management and control of the business and affairs of the Company shall be vested in the Managers as selected pursuant to Article 5 below. The Members shall have no voting rights, except as specifically provided in this Agreement. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested solely and exclusively in the Managers.

4.2 **Liability of Members.** No Member shall be liable as such for the debts, liabilities or obligations of the Company regardless of whether such debts, liabilities or obligations arise in contract, tort or otherwise. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.3 **Indemnification.** The Company shall indemnify and defend the Members for all costs, losses, liabilities, and damages paid or accrued by such Member or party in connection with the business of the Company, to the fullest extent provided or allowed by the Act or the laws of The Commonwealth of Massachusetts.

ARTICLE 5

MANAGER

5.1 **Manager.** There shall be two (2) Managers, selected as necessary from time to time by the Consent of the Members. Except as otherwise provided by this Agreement, all decisions concerning the business affairs and operations of the Company shall be made by the Managers. The initial Managers shall be Hilary L. Bent-Mullings, with an address of 305 Fitzmaurice Circle Belmont, MA 02478 and Fernando R. Bent-Mullings, with an address of 305 Fitzmaurice Circle Belmont, MA 02478.

5.2 **Term of Office of Manager.** A Manager shall serve until the earlier of:

5.2.1 the Bankruptcy of such Manager;

5.2.2 the removal of such Manager, pursuant to Section 5.6;

5.2.3 the resignation of such Manager, pursuant to Section 5.7;

5.2.4 in the case of a Manager who is a natural person, the death or Disability of the Manager, as determined in accordance with Section 5.5; or

5.2.5 in the case of a Manager who is not a natural person, the termination of existence, or dissolution, of such Manager; or

5.2.6 the Dissociation of the Manager.

5.3 **Authority of Manager.** The management and control of the business and affairs of the Company shall be vested solely and exclusively in the Managers, and the Managers, acting alone, shall have the right and power to manage, operate and control the Company and to do all things necessary or appropriate to carry on the business and purpose of the Company.

5.4 Reliance Upon Actions of the Manager.

5.4.1 Any person dealing with the Company may rely upon a certificate signed by both Managers as to: (i) the identity of the Members; (ii) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Company or the Managers or in any other matter germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (iv) any act or failure to act of the Company or as to any matter whatsoever involving the Company, the Managers or any Member.

5.4.2 Any action taken by both Managers shall bind the Company and shall be deemed to be the action of the Company. The signature of both Managers on any agreement, deed, promissory note, guaranty, mortgage, security agreement, assignment, collateral assignment, financing statement, contract, instrument, certificate, or other document shall be sufficient to bind the Company in respect thereof and conclusively evidence the authority of the Managers and the Company with respect thereto, and no third party need look to any further evidence or require joinder or consent of any third party.

5.5 **Disability of a Manager.** A Manager is under a "Disability" (such Manager also being referred to herein as "Disabled") if that Manager is totally disabled as defined under the terms of any disability insurance policy then maintained and paid for by the Company. In the event that the Company does not maintain a disability insurance policy on any Manager, that Manager shall be Disabled if he has a disability resulting in his or her inability to perform routine functions for the Company, which disability has lasted for at least thirty days and is reasonably expected to last at least one hundred eighty (180) consecutive days. Any disputes as to Disability shall be resolved by an independent physician duly licensed in the Commonwealth of Massachusetts, chosen by the Members and reasonably acceptable to the Disabled Manager (or the legal representative of the Disabled Manager).

5.6 **Removal of the Manager.** A Manager may be removed at any time, with or without Cause, by the Two-Thirds Consent of all of the Members. Upon the removal of a Manager, the Members shall select a successor Manager in accordance with Section 5.1.

5.7 **Resignation of the Manager.** A Manager may resign at any time upon the giving of thirty (30) days' prior written notice thereof to the Members, but such notice may be waived by the Consent of the Members, and is automatically waived if the resignation is caused by the Dissociation of the Manager. The resignation of a Manager shall have no effect upon the Manager's status as a Member. Upon the resignation of a Manager, the Members shall select a successor Manager in accordance with Section 5.1.



William Francis Galvin
Secretary of the
Commonwealth

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

September 7, 2021

TO WHOM IT MAY CONCERN:

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

RASTA ROOTZ, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 9, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are:
FERNANDO R BENT-MULLINGS, HILARY L. BENT-MULLINS

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **FERNANDO R BENT-MULLINGS, HILARY L. BENT-MULLINS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FERNANDO R. BENT-MULLINGS, HILARY L. BENT-MULLINS**



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

William Francis Galvin
Secretary of the Commonwealth

Processed By: BOD

BOSTON, MA



RASTA ROOTZ

WWW.RASTAROOTZ.COM

Department of Unemployment Assistance Attestation

Rasta Rootz currently does have any employees. The Massachusetts Department of Unemployment Assistance will not allow a company to register with the department until the company hires employees. Once Rasta Rootz hires employees, the company will ensure it stays in good standing with the Department of Unemployment.

Sincerely,


Fernando Bent-Mullings
Owner of Rasta Rootz, LLC

WWW.RASTAROOTZ.COM

BOSTON, MA



WWW.RASTAROOTZ.COM

RASTA ROOTZ

Plan for Obtaining Liability Insurance

Rasta Rootz plans to contract with an Insurance Company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Rasta Rootz will consider additional coverage based on availability & cost-benefit analysis. Any withdrawal from such escrow will be replenished within 10 business days. Rasta Rootz will keep reports documenting compliance with 935 CMR 500.105(10).



2019

BUSINESS PLAN

CANNABIS RETAIL

CREATED
October 2019

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EXECUTIVE SUMMARY

Rasta Rootz is a brand and cannabis dispensary that aims to bring change and financial stability to the community.

MANAGEMENT TEAM

Fernando Bent-Mullings CEO

Fernando Bent-Mullings COO

KEY ADVISORS/BOARD MEMBERS

GreenLight Business Solutions, LLC

INDUSTRY

Recreational Cannabis

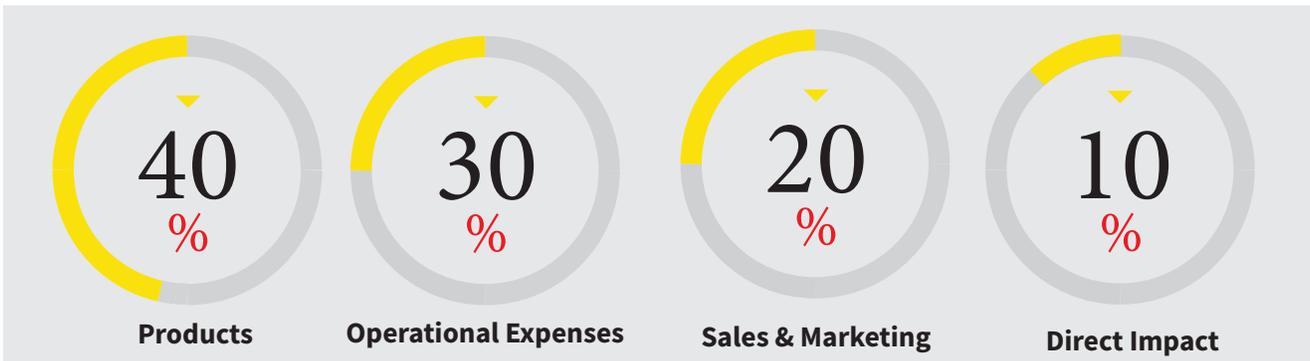
EMPLOYEES

20

FINANCIAL SUMMARY

FINANCING SOUGHT: \$1.5 MILLION

USE OF FUNDS



BUSINESS MODEL AND CUSTOMERS

Rasta Rootz will be a prime adult-use cannabis dispensary located in the Eastern Massachusetts area. We strive to be known for our top notch customer shopping experience. Everything Rasta Rootz does will be backed by the moniker of “high end”.

Our valued customers need to think and feel “high end” when associating our brand with cannabis in the growing Massachusetts market.



BUSINESS SUMMARY

Rasta Rootz is a brand of cannabis store that will provide an unparalleled shopping experience. Our cannabis store will be located on one of the busiest streets in Eastern Massachusetts.



PROBLEM & SOLUTION

Cannabis, as a consumer product, relies heavily on quality standards. Rasta Rootz emphasizes best practices, reputation, and partnerships with major cannabis related brands.



PRODUCTS AND SERVICES

Rasta Rootz will carry high quality products such as cannabis flower, pre-rolls, extracts and edibles. Rasta Rootz plans to build lasting business relationships with the top cannabis brands in the industry.



Rasta Rootz is a brand and adult-use cannabis dispensary that aims to bring change and financial stability to the community. Our goal is to represent the residents in communities of disproportionate impact, specifically the Eastern Massachusetts residents, and ensure their inclusion in the legal cannabis industry by providing them with career opportunities and working closely with local youth organizations.

COMPETITION

There is a current race to market in the Massachusetts cannabis market. It's imperative that Rasta Rootz secures a license in the Massachusetts area as soon as possible before the market becomes saturated with other similar dispensaries using the same or comparable business model as ours. Currently, there are 130 pending application in the state of Massachusetts trying to get a license to operate a legal dispensary. Many of those applicants are planning to open in Eastern Massachusetts.



COMPANY SUMMARY

Rasta Rootz is a brand and adult-use cannabis dispensary that aims to bring change and financial stability to the community. Our goal is to represent the residents in communities of disproportionate impact, specifically the Eastern Massachusetts residents, and ensure their inclusion in the legal cannabis industry by providing them with career opportunities and working closely with local youth organizations.

Our knowledgeable budtenders will navigate and guide our customers through our vast product variety, featuring locally sourced along with our core product line of the highest quality cannabis flowers, concentrates, edibles and more. We will operate in a world class, fully automated, energy efficient facility.

Rasta Rootz is to be organized/formed as a Limited Liability Company Corporation (LLC) and will be led by Fernando Bent-Mullings who will serve as CEO/Owner. Rasta Rootz will set the standard in Massachusetts' legal cannabis industry and partner with good energy and luxury brands. Cannabis, as a consumer product, relies heavily on quality standards, and Rasta Rootz emphasizes the best practices, reputation, and partnerships.

Business Overview

MANAGEMENT: Fernando Bent-Mullings has several years of experience in the cannabis market and will develop strong vendor relationships and many strategic partnerships extending nationally and covering all areas of the Cannabis Industry.

Develop a vertically integrated Cannabis company in two phases:

Phase I: Dispensary (Open and Operate)- Rasta Rootz will have 12 months of profitable sustainability. Rasta Rootz will strive to cultivate personal and long lasting relationships in the cannabis community.

Phase II: Branding (Establish)- Rasta Rootz will work to solidify the brand throughout Massachusetts while continuing to expand our brand into other surrounding states.

Rasta Rootz will ensure that all our customers are given a first class experience whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their decisions to make the right choices for their unique wants in products.



VISION



Be the number one adult-use cannabis dispensary/brand in Massachusetts.

MISSION



To create an entrepreneurial platform that will educate and elevate the community while also connecting people from different fields/backgrounds, and to create an environment where the cannabis industry, and those who participate in it, are seen as a legitimate business venture.

GOAL



Our primary goal is to advocate and support a proactive approach to cannabis management by providing a local and safe environment to dispense cannabis products.

COMPANY BACKGROUND: Rasta Rootz is to be organized/formed as a Limited Liability Company/Corporation (LLC) and will be led by Fernando Bent-Mullings who will serve as CEO. It will set the standard in Massachusetts' legal cannabis industry and partner with good energy and luxury brands.

UNIQUE PARTNERSHIPS: Rasta Rootz plans to cultivate unique partnerships with brands like the Cookies Brand and similar companies.

MARKETS: It is expected that over 700,000 customers are potentially interested in using recreational cannabis, and the adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2020.



VISION & MISSION

PRODUCTS & SERVICES

Rasta Rootz will carry high quality products such as cannabis flower, pre-rolls, extracts and edibles. Rasta Rootz plans to build lasting business relationships with the top cannabis brands in the industry.

With approved licensing Rasta Rootz will provide:

CANNABIS CONCENTRATES

Wax, shatter, and isolates

EDIBLES

Savories and sweets as per
market needs

FLOWER

Top-quality cannabis strains

TOPICAL OINTMENTS

Rasta Rootz will source the
best formulations with top
efficacy

SMOKE PIECES / GLASSWARE

CANNABIS MARKET IN MASSACHUSETTS



In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis, and 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.

As of February 2019, there are over 300 pending applications, including 130 retailer, 87 cultivator, 44 manufacturer, 12 microbusiness, 11 transporter and 4 testing licenses. 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.

THE BILLION DOLLAR OPPORTUNITY

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon's adult-use market posted strong sales gains in its first full calendar year of operation.

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

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

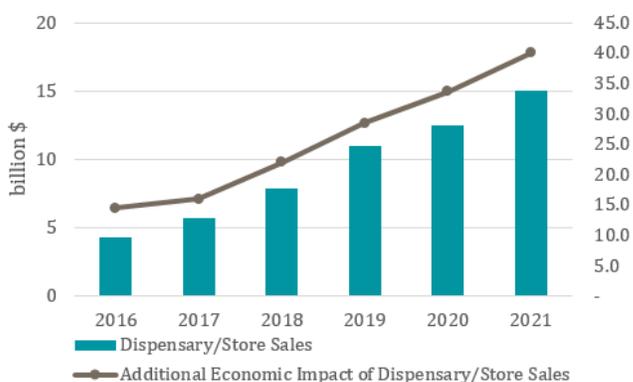


Figure 4. Cannabis Retail Industry Growth

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

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

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



Recreational cannabis sales increased by 80% in 2016

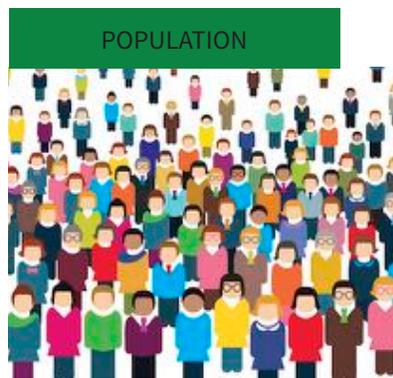


New Frontier projects the industry to top \$25 billion in revenue by 2025

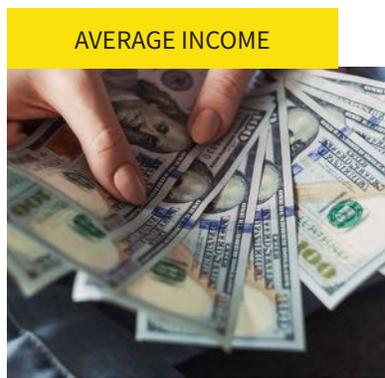
MARKET OPPORTUNITY IN EASTERN MASSACHUSETTS

There is currently a major opportunity in the Eastern Massachusetts market to open a high-end adult-use cannabis dispensary. The Eastern Massachusetts market has a distinct advantage over the Springfield metropolitan area, which is why Rasta Rootz has strategically identified the Greater Boston area as our launching point. Approximately 2/3 of the total Massachusetts population lives in Greater Boston, while Western Massachusetts has just one urban area with a good mix of rural areas and college towns. The state is currently

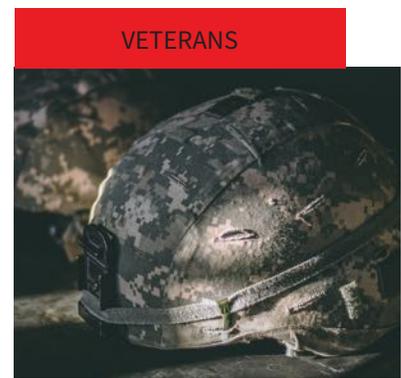
the most populous of the six New England states, as well as the fastest growing. The largest county in Massachusetts is Middlesex, with over 1 million residents. The median age is 39.4 years of age over the entire population of Massachusetts. The gender ratio is approximately 51.5% female and 48.5% male. The racial diversity in Massachusetts is 79.3% Caucasian, 7.3% African American, 6.1% Asian, 4.1% other races, 3% two or more races, and a small number of Native Americans.



The last official census in the United States was carried out in 2010 and at the time, it was confirmed that 6,547,629 people were living in the state, which represented a rise of 3.1% over a ten-year period. Estimated figures were released in July 2015, claiming that the Massachusetts population has risen to 6,794,422, making this the 14th most populous state in the US. The population of Massachusetts has continued to climb over the last few decades, although it has been at a slower pace than most states in the West and South. The last census showed a growth of 3.9% since 2000, compared with almost 10% nationally. The state has been slowly transforming from a manufacturing-based economy into one based on technology, which leaves fewer job options for lower-skilled workers, and many residents have left the state citing high housing and living costs.



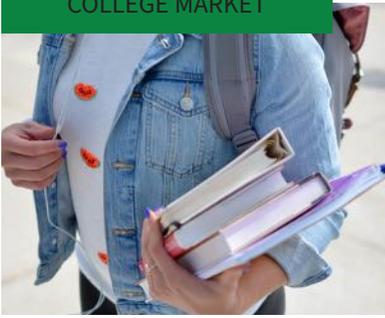
The average annual salary per person in the state of Massachusetts is \$48,229 per year. Males average \$55,502 per year, while females average \$40,776. However, those salaries jump quite significantly when Rasta Rootz considers our targeted demographic. In the state of Massachusetts a male with a Bachelor's degree makes \$73,399 while females make \$50,646. Males with a Graduate degree make an average of \$96,336 while females average \$65,973. This data supports why Rasta Rootz has decided to target a more professional, middle aged crowd.



Rasta Rootz also plans to target the veteran population in Eastern Massachusetts. Currently 323,253 veterans reside in Massachusetts. Of the 323,253 veterans living in the state of Massachusetts a little under 60% of those veterans are between the ages of 20-64. By niching ourselves as a veteran friendly adult-use dispensary, Rasta Rootz feels it will have a distinct opportunity to capitalize on serving our valued veteran population. Rasta Rootz plans to educate the veteran population in Eastern Massachusetts.



COLLEGE MARKET



Eastern Massachusetts has some of the top colleges in the country. Colleges like M.I.T, Boston College, and Harvard are just to name a few. Rasta Rootz feels it can market appropriately and capture an upscale demographic of college students over the age of 21. These students are well educated and should appreciate a high-end shopping experience. Rasta Rootz plans to create a specific marketing approach when attracting these college students. This demographic of students, while looking to use cannabis products, will also be more inclined to educate themselves on the different types of cannabis strains.

RACE TO MARKET



There is a current race to market in Massachusetts. With the lack of legal options in the Eastern Massachusetts area, dispensaries who obtain licenses the fastest have the ability to establish strong market shares first. Rasta Rootz is aiming to receive our dispensary license in 240 days. With a jump on our competitors we plan to roll out a series of aggressive marketing campaigns and unique branding strategies to penetrate the market place.



VOLATILITY



With every new cannabis market comes short term market volatility. Emerging cannabis companies need to be positioned to handle these unique fluctuations if they wish to remain profitable over the long haul. Rasta Rootz is not only aware of the volatility, we are strategically prepared to capitalize on the growing pains of our new market place. Outlined below are some of the more common trends we have witnessed in other markets during the first couple of years of recreational cannabis implementation.

- Crippling compliance hurdles and penalties - (compliance officer / education)
- New competition flooding the market place - (strong branding partnerships)
- Product supply meeting or exceeding demand - (high end, high quality)

- Failing competition undercutting - (old fashioned experience)
- Strengthening Black Market - (community education / competitive options / marketing)
- Unforeseeable political shifts - (old fashioned experience)

So how does a new cannabis business deal with market volatility? Experience. Rasta Rootz has teamed up with GreenLight Business Solutions to not only prepare for the market volatility but to actually benefit from it. The GreenLight team has an industry network that spans six markets and exceeds sixteen years of experience in literally every major sector of the industry. Built into the Rasta Rootz business model are layered fail safes and strategies designed to anticipate market volatility.

S.W.O.T. ANALYSIS

STRENGTHS

- **Experience:** Consulting team and business acumen of leadership
- **Relationships:** Can build infrastructure to bolster relationships essential to the business
- **Location:** Massachusetts is a new market
- **Relationships:** Can build infrastructure to bolster relationships essential to the business.

S

WEAKNESSES

- **High Start-up Cost:** need for capital for both the dispensary and Phase II growth
- **Construction time:** to build out the dispensary site and growth site
- **Town approval:** selecting the optimal town
- **Lack of reputation:** Unknown entity, there is an opportunity to leverage a known brand in the industry

W

O

T

OPPORTUNITIES

- **People:** to recruit, develop and retain a best in class team with cannabis experience
- **Process:** develop a fully automated/interoperable business
- **Strategic Partnerships:** dispensary, cultivators and manufactures
- **Growth:** located in a wealthy demographic and opportunity to develop a high-end cannabis experience

THREATS

- **Cannabis Commission:** uncertainty over the state of the social equity program
- **Competition:** applications are coming in and we desire to be first/early to market in location
- **Time:** Race to market

MARKETING STRATEGY

TARGET IMPACT & TACTICS

COMMUNITY OUTREACH

Companies in the cannabis space are starting to recognize the importance of corporate citizenship and have begun looking for ways to give back to their communities. Rasta Rootz will make a tangible difference within our neighborhoods.

In order to reach the consumer Rasta Rootz plans to do the following things:

- Volunteer
- Sponsor Events and Causes
 - Blood drives
- Offer Scholarships to local community colleges
- Listen and respond to community needs
- Create new opportunities for residents

EMPLOYEE EDUCATION

Rasta Rootz believes knowledge is empowering and we intend on sharing our collective knowledge as a means of contributing to the culture. Our team members will be given the opportunity to train under the guidance of industry tested professionals. We will conduct regular internal trainings. Each team member will be encouraged to learn and teach as they climb the company ladder. We will also keep abreast of global scientific studies (triple and double blind outcomes) that are being released.

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 Rasta Rootz will be based on generating long-term personalized relationships with growers and manufactures.

TARGET CUSTOMERS

Aside from the dispensing of cannabis products, Rasta Rootz will sell a wide range of cannabis infused products to customers who are based in Massachusetts and every other city where our stores will be located. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

Rasta Rootz will ensure that all our customers are given individualized and responsive shopping experience whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal decisions to make the right choices for their unique wants in products.

MARKETING AND ADVERTISING CAMPAIGN INCLUDE:



DIRECT MARKETING

- CannabisCups&events/ meeting with growers manufacturers and supporters
- Business events and conferences
- Business and industry associations
- Brand development



ADVERTISING PUBLICATION

- Cannabis Now
- 420 Magazine
- Marijuana Venture
- MG Magazine



ONLINE MARKETING

- Social Media
- Website development with search engine optimization
- Weed Maps
- Leafly
- E-mail Marketing

CANNABIS BUSINESS DIRECTORIES

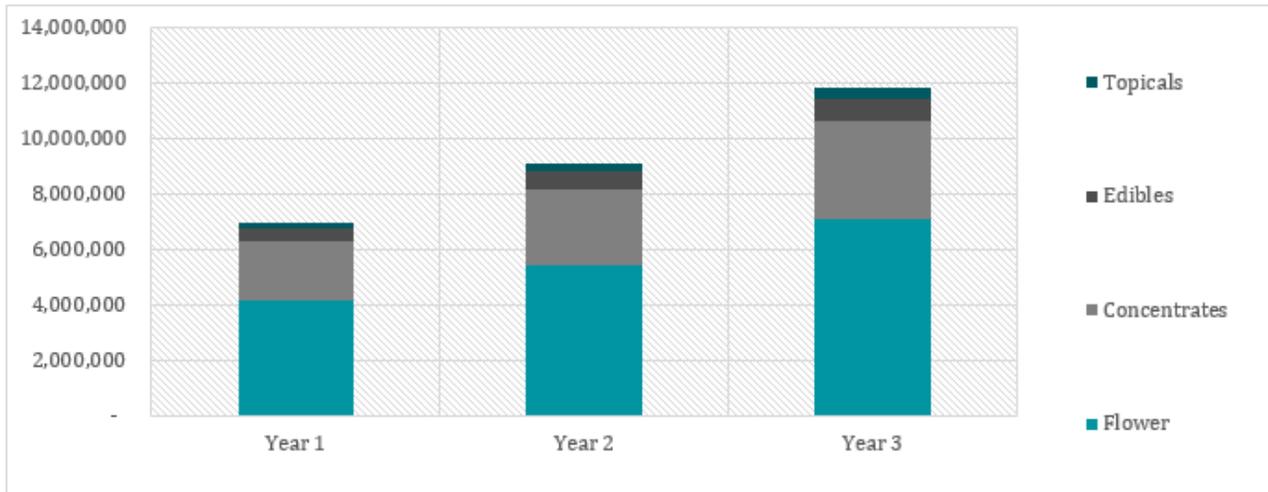
COMPANY	WEBSITE		TRAFFIC
WEEDMAPS	weedmaps.com	Cannabis finder with over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFLY	leafly.com	Leafly is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafly has 226.27 thousand total visits each month.
CANNASAVER	cannasaver.com	CannaSaver is website for cannabis and related coupons, devoted to cannabis deals and savings. Offers a constant flow of deals and savings from the top cannabis and cannabis retailers.	CannaSaver has 310.04 thousand total visits each month.
C A N N A B I S COUPON CODES	cannabiscouponcodes.com	Website with cannabis coupon codes.	Cannabis Coupon Codes has 81.49 thousand total visits each month.

SALES FORECAST

During the first year, Rasta Rootz intends to launch sales of the vendors' product line and it is expected to generate \$1.57 million in net revenue in year one.

From the second year Rasta Rootz will generate healthy monthly day-to-day income from sales. Sales will be increasing to about \$20,000 a day within 2-3 years of the Store Grand Opening.

From the third year Rasta Rootz expects a healthy annual increase in retail revenue with the possibility of multiple Massachusetts locations.



SALES FORECAST FOR FIRST THREE YEARS

	1M	2M	3M	4M	5M	6M
YEAR 1	\$ 0	\$ 100,000	\$ 250,000	\$ 400,000	\$ 550,000	\$ 700,000
	7M	8M	9M	10M	11M	12M
YEAR 1	\$ 750,000	\$ 800,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 900,000
	1M	2M	3M	4M	5M	6M
YEAR 2	\$ 600,000	\$ 600,000	\$ 650,000	\$ 700,000	\$ 700,000	\$ 800,000
	7M	8M	9M	10M	11M	12M
YEAR 2	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 850,000	\$ 900,000
	1M	2M	3M	4M	5M	6M
YEAR 3	\$ 860,000	\$ 860,000	\$ 860,000	\$ 900,000	\$ 900,000	\$ 900,000
	7M	8M	9M	10M	11M	12M
YEAR 3	\$ 900,000	\$ 1,000,000	\$ 1,000,000	\$ 1,150,000	\$ 1,200,000	\$ 1,300,000

OPERATING PLAN

CANNABIS STORE LOCATION AND FACILITIES

LOCATION AND BUILDING SPECIFICATIONS



The physical address of our retail shop is 21 Broad Street, Boston, Ma.

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

After conversion, the internal plan of the facility will have the following configurations:

- Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the facility.
- Walls separating the waiting room and retail area are 4" steel studded sheetrock walls with a solid-core wood door.
- The waiting room reception window will be equipped with bullet proof glass.
- 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 thefts.



FLOOR PLAN

A floor plan of the retail store detailing the location of the following:

- ➔ **All entrances and exits**
- ➔ **The location of any windows, skylights, and roof hatches**
- ➔ **The location of all cameras, and their field of view**
- ➔ **The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens**
- ➔ **The location of the digital video recorder and alarm control panel**

LIGHTING

The main objectives of our security lighting system at the store is 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.

Rasta Rootz 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 always be optimal for video capture.

GUARDS

Once the facility is operational, we will employ 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 a Security Consultant to ensure they are of the highest capability.

During operating hours, we will have at least one on-site security guard at the entrance and one on-site security

guard at the store.

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.

PHYSICAL SECURITY PLAN

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our store, 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 perimeter 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.

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

CUSTOMER ACCESS

The property has public transportation one block away as well as several parking garages readily accessible. There also is an abundance of neighborhood parking in the surrounding areas.

PROCEDURE

A. Customers will enter the store through the facility's front entrance.

B. Entrance into the areas where cannabis is kept will be authorized by personnel buzzing customers into an area located between the waiting room and cannabis viewing/holding area.

C. Once in this holding area, store agents in the back can view everyone and control the second "buzzer door", allowing them into the cannabis area.

The entry door to the cannabis products area will be operated on a "double buzzer" system, controlled by the person assigned to the control area. This person will be viewing the waiting room and allowing access into the rear only after proper identification screening and when the agents in the back are ready. At this point, customers will be escorted to the area where the products can be viewed. No weapons will be allowed in the facility, and anyone entering the cannabis products area will have to walk through a metal detector. Signs that indicate this will also be posted. In addition, there will be a guard on site in the area of the cannabis products, roving the perimeter and the waiting area.

INTERNAL ACCESS-POINT CONTROL

Movement within the facility will be tightly controlled. All main access doors such as doors to the store will require key cards and electronic pass codes. In addition, customers will need to buzz in from the waiting room as described above. Only permitted employees will be allowed to enter into the store.

LIMITED ACCESS TO SECURED AREAS AND VISITORS

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



ELECTRONIC SECURITY SYSTEM

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

VIDEO SURVEILLANCE

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 1280x720 pixels. All video footage will be stored for a minimum of 90 days. Recordings are subject to inspection. This is sufficient to allow facial identification of anyone in or nearing the facility.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the following:

- 01 // Waiting room
- 02 // Reception office
- 03 // The retail sales floor with a camera located at each point of sale location
 - a. The camera placement must allow for recording of the facial features of any person purchasing or selling cannabis goods
 - b. This covers all areas where cannabis is present or handled, including all point-of-sale locations, and all means of access to such areas.
- 04 // Entrances and exits from both indoor and outdoor vantage points
- 05 // Security Rooms
- 06 // All limited access areas
- 07 // Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises.
- 08 // Areas storing the surveillance system device with at least one camera recording the access points to the secured surveillance recording area
 - a. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft
- 9 // Video surveillance will cover external and internal areas 24/7 at a minimum of 15 frames per second

A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

RISK MITIGATION

Cash Management- CasApp Etc. -Least cash as possible

THIRD-PARTY MONITORING

Rasta Rootz anticipates contracting with a vendor to help deter, detect, and document security events at each facility from a remote location. The vendor 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 the vendor 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, the retail sales floor, storage rooms, and windows.

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
- 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 inside the facility.

FIRE SECURITY

The Processing Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of processing safety. As part of Rasta Rootz's 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.

TRACKING SOLUTION

Company intends to use special tracking solution, which will allow us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation such as transportation, lab testing and dispensing.

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

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

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

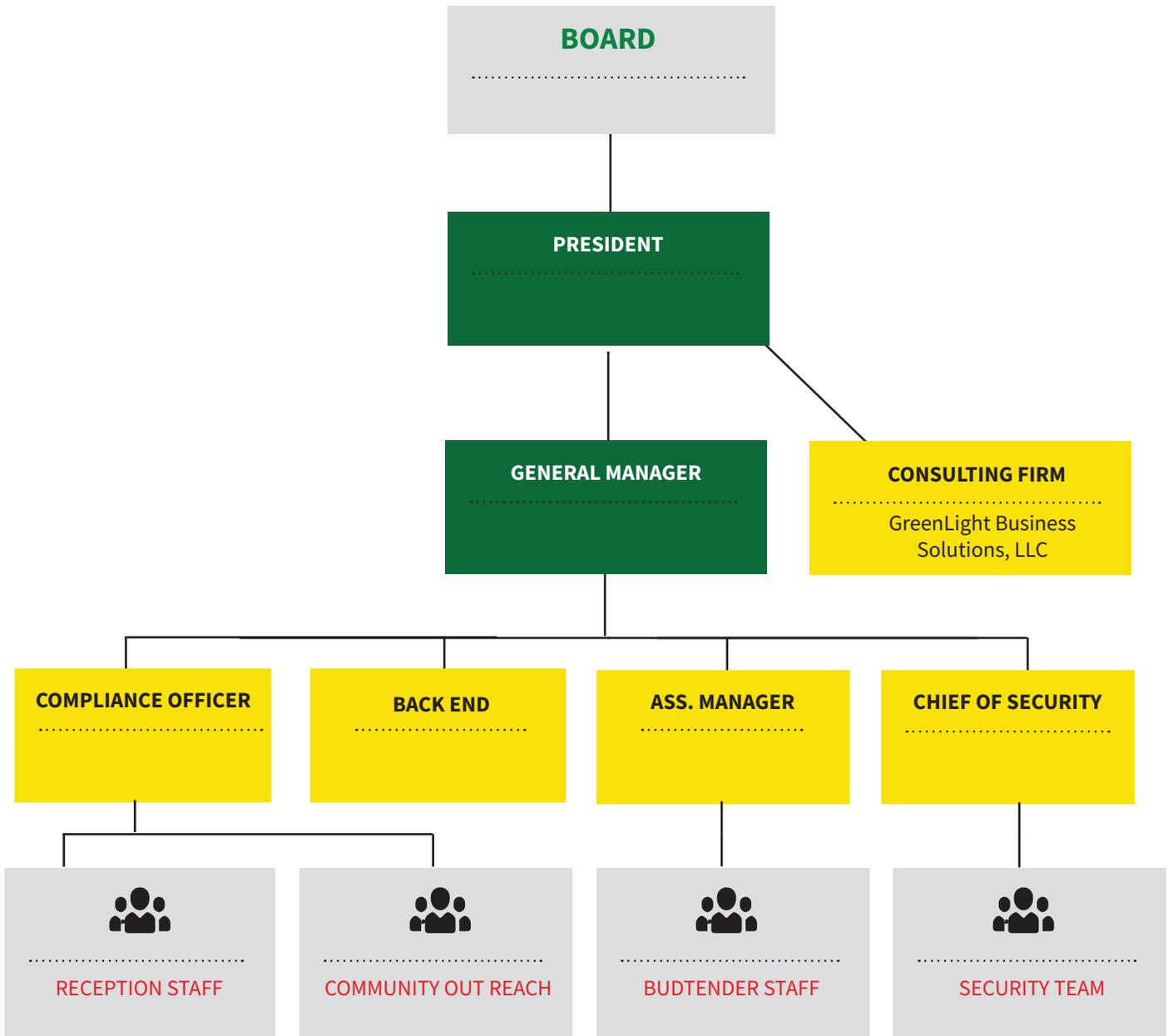
Inventory Management – Analyzing the sales data to optimize the inventory to the customers.



ORGANIZATIONAL STRUCTURE

Rasta Rootz 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 where cannabis dispensing falls under, which is why we decided to recruit experienced and qualified employees as foundational staff of the organization. We hope to leverage on their expertise to build our business brand to be well accepted in Eastern Massachusetts.

RASTA ROOTZ DISPENSARY'S ORGANIZATIONAL STRUCTURE IS AS FOLLOWS:



OWNERSHIP/TEAM

FERNANDO BENT-MULLINGS

Fernando Bent-Mullings has been a certified personal trainer for over 12 years in Massachusetts (MA). Born and raised in MA, Fernando attended Johnson & Wales University in North Miami Florida where he studied sports/entertainment management. Fernando has spent time also working for his community as a correctional officer at MCI Framingham, and as a crime scene clean up technician for Aftermath Inc, helping families deal with tragedies in their homes or the homes of loved ones. Fernando and his wife Hilary are new entrepreneurs in the cannabis dispensary industry, who are excited about having a “mom and pop” style run small business in their community.

HILARY BENT-MULLINGS

Hilary Bent-Mullings has been part of the Boston community for the past 13 years and grew up in Vermont spending much of her time in the Boston area. She graduated from Syracuse University with a Bachelor’s degree in fine arts. She is passionate about creating a community and connecting with others which she shows through her present work teaching yoga and seeing clients for both Reiki and Integrated Wellness Coaching. In her free time, you can find her outside in nature, cooking new recipes at home, or spending time with her son and family.

CHIEF EXECUTIVE OFFICER



JOB DESCRIPTION:

- Develop and implement operational policies and a strategic plan.
- Oversee day-to-day operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission.
- Oversee the company's fiscal activity, including targets, budgeting, reporting, and auditing.
- Create an environment that promotes great performance and positive morale.
- Build alliances and partnerships with other organizations.
- Develop the company's culture and overall company vision.
- Assure strict adherence to all legal and regulatory aspects.
- Review financial and non-financial reports to devise solutions or improvements.
- Report to the board of directors on a regular basis to provide transparency.

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Bachelor's degree or master degree in a relevant discipline.
- Proven leadership experience as a CEO in a similar role.
- Ability to understand new subjects quickly and make wise decisions.
- Familiarity with diverse business functions such as marketing, sales, operations, finance etc.
- Analytical abilities and problem-solving skills.
- Work well under pressure, plan personal workload effectively and delegate as needed.
- Ability to inspire confidence and create trust.
- Experienced in building consensus and relationships among executives, partners, and the workforce.
- In-depth knowledge of corporate governance and general management best practices.
- Knowledge of profit and loss, balance sheet, cash flow management and general finance and budgeting.
- Understanding of human resources and personnel management.

HEAD OF CANNABIS SALES



JOB DESCRIPTION:

- Oversee day-to-day operations of the dispensary. Manage all tasks related to the dispensary, sales and marketing, public relations, inventory, and accounting.
- Responsible for the sales and growth of the dispensary.
- Train staff on customer service, sales and product knowledge to ensure guests receive the best service possible.
- Assist the executive team with the implementation of operational rules, regulations, policies, and procedures; ensuring best practices are consistently adhered to by staff. Ensure all manuals are up to date.
- Ensure all staff is on time, in professional attire and well groomed.
- Complete checkouts for budtenders and ensure all cash handling procedures are being followed.
- Ensure all opening duties are completed before opening and closing duties are completed and the venue is completely secured before departing for the night.
- Work with distribution team to communication inventory and needs.
- Maintain current knowledge of all state and local laws and regulations for cannabis sales, ensuring dispensary's compliance with local and state regulations.
- Supervise Dispensary staff and Security Team.
- Maintain accurate records of all dispensary activities including daily cash reconciliations, customer records, sales, deliveries in accordance with the State of Massachusetts and provides a monthly report to the Executive Board.
- Responsible for ordering all Dispensary inventory and supplies.
- Maintain inventory control system and performs daily counts of all cannabis products in the facility.
- Ensure proper ambiance and cleanliness within venue at all times.
- Conduct quarterly staff reviews as well as employee annual reviews.
- Set sales goals and incentives for all staff.
- Work with management team to create and implement staff incentive programs to increase level of service, promote upselling, and enhance staff morale.
- Participate in local area business organizations and networking groups.
- Make recommendations and be proactive on ways to make the store better.
- Monitor display every day.
- Provide timely and highly accurate recording of expense classification for city/county/state taxes.
- This position is ultimately responsible for and enforcing employees' strict adherence to laws and regulations concerning recreational cannabis.

SECURITY ADVISOR



JOB DESCRIPTION:

Establish and monitor key activities, employees and security SOP's

- Develop, enhance and monitor program management methodologies
- Work with teams to ensure timely reporting of status
 - o Create and maintain a log of risks and issues requiring escalation
 - o Proactively identify resources necessary to meet established timelines
 - o Integrate individual initiative timelines into overall master program schedule
 - o Prepare regular reports on program status and coordinate review schedules
 - o Manage and train entire security staff

Develop briefings and other oral or written materials for the managing leads. Convey the status and outcomes to key management.

- Coordinate with senior management on program strategy
- Maintain required compliance protocol
- Conduct analyses on a broad range of potential issues including security risk
- Collect, organize and document key operational information
- Be highly motivated and possess vision and enthusiasm
- Be flexible and comfortable with ambiguity and shifting priorities
- Be comfortable acting as an individual contributor and leading through others
- Understand how to deliver on short time frames and be committed to meeting deadlines
- Communicate in an open and honest way that quickly builds trust and respect
- Be comfortable functioning as a member of a dispersed team
- Be comfortable managing a small team of security personnel.
- Be knowledgeable in local regulations pertaining to security protocol

COMPLIANCE OFFICER



JOB DESCRIPTION:

The Director of Compliance will keep the management team up to date on legal and regulatory matters impacting operations, assist in the development of company policies and standard operating procedures, monitor operations to identify and correct instances of non-compliance, and function as a quasi-independent and objective body that reviews and evaluates compliance issues/concerns within the organization.

You will also work with a variety of directors to develop and implement processes, policies, and systems related to compliance and ensure their effectiveness. This individual will also be involved with; reporting, registration, filing, and completing other similar mandatory tasks in a timely fashion and coordinate with the city's management to stay ahead of any future changes in regulations.

Our ideal candidate is detail-oriented, self-motivated, and has in-depth knowledge of Massachusetts cannabis laws and regulations.

QUALIFICATIONS / REQUIREMENTS

- Experience: Minimum of eight (8) years' experience of working in another highly regulated industry, ideally in a compliance-related position.
- Have strong attention to detail and a natural aptitude for organization and systematization.
- Strong working experience with packaging/labeling codes and excellent analytical skills with an attention to detail.
- Heavy manifest tracking and trade programs such as Metrc.
- Working experience being a feet on the ground, operationally sound as well as can forecast regulation change or industry shifts.
- Have an in-depth understanding of all applicable existing and recent cannabis laws and regulations in Massachusetts.
- Abilities: Demonstrated ability to present and communicate effectively with executive management. Proven track record of collaborative problem solving with senior management and business leaders to achieve business goals.

PREFERRED SKILLS

- Have professional experience working in or with licensed cannabis businesses in a mature legal cannabis state such as Colorado, Washington, or Oregon.
- Have overseen Packaging compliance as our packaging is so paramount to our brand.

ASSISTANT MANAGER



JOB DESCRIPTION:

The Assistant Manager (AM) assists in all aspects of the daily operations. The AM will have primary responsibility for leading and developing a team to implement and continuously improve the customer experience and operational initiatives. The AM must be knowledgeable with regulatory requirements and state/local law and ensure processes are followed in line with compliance.

DUTIES AND RESPONSIBILITIES OR (ESSENTIAL FUNCTIONS)

- Perform store opening and closing responsibilities, including daily cash reconciliation and reporting.
- Manage and train budtenders.
- Manage Budtender scheduling.
- Perform required inventory management and processes including counts and reconciliations, ordering, fulfillment, receiving, reorders, availability, cannabis waste disposal, reporting by acceptable accounting principles and remedy discrepancy issues.
- Establish and implement operational and customer focused policies, standards and procedures for retail staff.
- Under the direction of the SM, assist in hiring, onboarding /offboarding, coaching, training, developing, scheduling and managing dispensary employees, including conducting regular performance reviews and counseling sessions.
- Develop high customer experience standards and engagement through sales training and product knowledge.
- Implement an outreach/hospitality program through networking, customer and market data analysis and execution of company promotions and programs.
- Follow all processes to ensure accurate and safety protocols are maintained as part of the quality assurance program.
- Fill in for Store Manager as needed.

BUDTENDER



JOB DESCRIPTION:

Positive and hardworking team player for a part-time position. Our employees are responsible for providing the highest quality of service to customers at all times, as well as keeping our dispensary clean and organized. They must be friendly and professional during all interactions with customers, as well as perform all tasks as directed by management.

QUALIFICATIONS:

- Must be 21+.
- Ability to work under pressure.
- 1 year of retail/customer service experience required.
- Experience and knowledge in the cannabis industry.
- Good punctuality.
- Reliable transportation.
- Strong written and oral communication skills.
- Available on some weekend days. (Friday night, Saturday, and Sunday)
- Bilingual is a plus!!!

DUTIES OF A BUDTENDER INCLUDE BUT ARE NOT LIMITED TO:

- Assisting customers in choosing products that best suit their unique needs.
- Accurately describing methods of consumption, ratios, milligrams of THC/CBD and dosages to customers.
- Cash Handling POS experience.
- Restocking and cleaning store.
- Keeping up to date on new developments and laws in the cannabis industry.
- Have an understanding cannabinoids and their uses.

RECEPTIONIST

Position Summary: Provides general office support with a variety of clerical activities and related tasks. The receptionist will be responsible for answering incoming calls, directing calls to appropriate associates, mail distribution, flow of correspondence, greeting customers, have a thorough understanding of dispensary offerings, cannabis knowledge and regulatory compliance, as well as additional administrative duties.



ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Greet and check customers in using industry POS system while adhering strictly to compliance rules and regulations around ID verification and documents required for check-in.
- Demonstrates consistent exceptional customer service skills and professional phone etiquette.
- Answer phone calls and customer inquiries with extreme professionalism.
- Escort customers to the appropriate room in an orderly fashion.
- Manage and record the inflow and outflow of people entering and exiting retail location.
- Maintains security by following procedures; maintaining visitor/delivery logs; issuing visitor badges, manage authorization as needed for visitors/contractors.
- Monitor security cameras.
- Generates reports as necessary including, but limited to: weekly updates of customer volume, new customers, repeat customers, weekly sales volume, and percent sales volume of new vs. repeat customers, etc.
- Receives, sorts and forwards incoming mail.
- Maintains and routes publications.
- Coordinates the pick-up and delivery of express mail services (FedEx, UPS, etc.).
- Assists with other related clerical duties such as photocopying, faxing, filing and collating
- Other office support and customer service related activities as assigned by management
- Ensures menus are updated and printed daily.
- Maintain a clean and organized work environment and upkeep of lobby and reception area.
- Comply with all HR policies, including confidentiality and non-disclosure.
- Regular attendance is expected and is considered an essential function; as it is necessary for the efficient operation of the business.
- Assist in the ordering, scheduling and planning of events and lunches.
- Must exhibit competency in basic organizational, tracking, and communication skills.
- Must be able to work well independently, as well as with others.
- Maintains a positive attitude and fosters a positive work environment.
- Other duties as assigned.

REQUIRED QUALIFICATIONS:

- The incumbent must possess or have the ability to obtain a State approved license and background check and be over the age of 21.
- High School Education or GED; Associates Degree preferred.
- 2 years of administrative experience; 4 years related experience preferred.
- General product knowledge.
- Excellent customer service and verbal communication skills.
- Basic computer and mathematical skills.
- Competent in Microsoft Word, Excel, Outlook, PowerPoint.
- Must be and remain compliant with any and all legal or company regulations for working in the industry.
- While performing the duties of this job, must be able to regularly reach, grasp, bend, stand, walk, sit, talk, and listen.
- May occasionally need to lift and/or move up to 25 pounds as it relates to the office environment.
- Must be able to sit and/or stand for extended periods of time while maintaining focus.



FINANCIAL PLAN



DIRECT AND OPERATING EXPENSE BREAKDOWN

DIRECT COSTS

	\$ Year 1	Year 2	Year 3
Products Purchase			
Flowers	\$ 125,000.00	\$ 150,000.00	\$ 175,000.00
Concentrates	\$ 87,500.00	\$ 105,000.00	\$ 122,500.00
Edibles	\$ 25,000.00	\$ 30,000.00	\$ 35,000.00
Topicals	\$ 7,500.00	\$ 9,000.00	\$ 10,500.00
Other	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Delivery Costs			
Delivery costs		\$ -	\$ -
Fuel	\$ -	\$ -	\$ -
Other delivery costs	\$ -	\$ -	\$ -
Other Direct Costs			
Other direct costs	\$ -	\$ -	\$ -
Initial inventory	\$ 250,000.00	\$ -	\$ -
Other direct costs	\$ -	\$ -	\$ -
Other direct costs	\$ -	\$ -	\$ -
Taxes			
Cannabis Business Tax	\$ 1,400,000.00	\$ 1,820,000.00	\$ 2,366,000.00
Total	\$ 1,900,000.00	\$ 2,120,000.00	\$ 2,716,000.00

OPERATING EXPENSES

	\$ Year 1	Year 2	Year 3
Initial & General Costs			
Legal Fees & Licensing for setting up	\$ 60,000.00	\$ -	\$ -
Website/Ecommerce platform development	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
Other Initial costs	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Licensing and other legal fees (from the second year)	\$ -	\$ 45,000.00	\$ 45,000.00
Professional Services, Commercial Insurance	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Operating Expenses (retail business)			
Other Operating Expenses	\$ -	\$ -	\$ -
Building Renting	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
Inventory, packaging supplies	\$ -	\$ -	\$ -
Phone, internet and utility	\$ 35,000.00	\$ 40,250.00	\$ 46,287.50
Building Maintenance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Property Taxes	\$ -	\$ -	\$ -
Community Service (% of gross receipts)	\$ 210,000.00	\$ 273,000.00	\$ 354,900.00
Marketing & Sales Expenses			
Marketing Expenses, including PR, Branding, Online and Offline advertising	\$ 200,000.00	\$ 260,000.00	\$ 338,000.00
Misc.	\$ 20,000.00	\$ 26,000.00	\$ 33,800.00
Salaries & Benefits	\$ 460,000.00	\$ 476,100.00	\$ 492,763.50
Total	\$ 1,178,000.00	\$ 1,311,350.00	\$ 1,501,751.00

PROFIT & LOSS FORECAST

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

\$	YEAR 1	YEAR 2	YEAR 3
Revenue	\$ 7,000,000.00	\$ 9,100,000.00	\$ 11,830,000.00
COGS - Cost of Goods Sold	\$ 3,150,000.00	\$ 4,095,000.00	\$ 5,323,500.00
Gross Profit	\$ 3,850,000.00	\$ 5,005,000.00	\$ 6,506,500.00
% of revenue	55.00%	55.00%	55.00%
Operating Expense			
Initial & General Costs	\$ 120,000.00	\$ 144,000.00	\$ 172,800.00
Operating Expenses (retail)	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
Sales & Marketing Expenses	\$ 200,000.00	\$ 260,000.00	\$ 338,000.00
Senior Management Salaries & Benefits	\$ 200,000.00	\$ 207,000.00	\$ 214,245.00
IT Salaries & Benefits	\$ 10,000.00	\$ 10,350.00	\$ 10,712.25
Other Salaries & Benefits	\$ 250,000.00	\$ 258,750.00	\$ 267,806.25
Misc.	\$ 12,000.00	\$ 14,400.00	\$ 17,280.00
Total Operating Expense	\$ 857,000.00	\$ 959,500.00	\$ 1,085,843.50

Operating Income (EBITDA)	\$ 2,993,000.00	\$ 4,045,500.00	\$ 5,420,656.50
% of revenue	42.76%	44.46%	45.82%
Depreciation and Amortization	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Earnings Before Interest & Taxes (EBIT)	\$ 2,973,000.00	\$ 4,025,500.00	\$ 5,400,656.50
Interest Expense	\$ -	\$ -	\$ -
Earnings Before Taxes (EBT)	\$ 2,973,000.00	\$ 4,025,500.00	\$ 5,400,656.50
Income Tax	\$ 1,400,000.00	\$ 1,820,000.00	\$ 2,366,000.00
Net Income	\$ 1,573,000.00	\$ 2,205,500.00	\$ 3,034,656.50

BALANCE SHEET

The balance sheet shows healthy growth of net worth and a strong financial position.

\$	YEAR 1	YEAR 2	YEAR 3
Assets			
Current Assets			
Cash	\$837,000.00	\$850,000.00	\$850,000.00
Receivables	\$0.00	\$0.00	\$0.00
Inventory	\$250,000.00	\$300,000.00	\$350,000.00
Total Current Assets	\$1,087,000.00	\$1,150,000.00	\$1,200,000.00
Long Term Assets			
Property Plant & Equipment (PPE), gross	\$150,000.00	\$150,000.00	\$150,000.00
Accumulated Depreciation of PPE	-\$20,000.00	-\$40,000.00	-\$60,000.00
PP&E, net	\$130,000.00	\$110,000.00	\$90,000.00
Total Assets	\$1,217,000.00	\$1,260,000.00	\$1,290,000.00
Liabilities			
Current Liabilities			
Accounts Payable	\$243,400.00	\$252,000.00	\$258,000.00
Total Current Liabilities	\$243,400.00	\$252,000.00	\$258,000.00
Long Term Liabilities	\$1,000,000.00	\$900,000.00	\$800,000.00
Total Liabilities	\$1,243,400.00	\$1,152,000.00	\$1,058,000.00
Equity			
Paid-in Capital/Drawings	\$0.00	\$0.00	\$0.00
Retained Earnings	873,000.00	1,295,500.00	1,851,656.50
Current Period Retained Earnings	\$873,000.00	\$1,295,500.00	\$1,851,656.50
Total Equity	\$873,000.00	\$1,295,500.00	\$1,851,656.50
Total Liabilities and Equity	\$2,116,400.00	\$2,447,500.00	\$2,909,656.50

RASTA ROOTZ

FERNANDO BENT-MULLINGS, CEO



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Rasta Rootz Energy Compliance (500 CMR 105)

Rasta Rootz will maintain Energy Compliance in accordance with the following guidelines

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

Rasta Rootz will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested will provide energy and water usage reporting to the Commission in a form determined by the Commission.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Rasta Rootz will regularly check for such guidelines and continue to follow the Commission's standards.

Rasta Rootz will be implementing various methods of maintaining state of the art energy efficiency practices, such as installing more efficient equipment (lighting, cooling/heating, and dehumidification systems), to control energy costs and optimize energy performance by developing more comprehensive energy management programs. Energy management includes managing overall energy costs and reducing energy consumption through improved efficiency.

Rasta Rootz will be encouraging facility managers and employees to pay more attention to energy consumption, because we recognize it is essential for measuring improvements in energy efficiency over time.



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For indoor operations, LED lighting fixtures are being successfully applied to all rooms, saving up to 50% of the lighting energy compared to the standard practice. For cooling/heating and dehumidification, we are saving energy by using split ductless air conditioning units in place of standard rooftop units.

We will also take advantage of any relevant energy efficiency programs offered by local utility companies. This plan will be evaluated annually to ensure Rasta Rootz takes advantage of all opportunities for energy efficiency.



Maintaining of Financial Records

Rasta Rootz operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500).

Confidential Information

Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Recordkeeping

Records of the Rasta Rootz shall be available for inspection by the Commission, on request.

The Rasta Rootz will keep written business records and computerized records, available for inspection, and in accordance with generally accepted accounting principles including the following categories:

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

Financial Inspections and Sales

The Rasta Rootz will utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR.

Pursuant to 935 CMR 500.140(6)(d), Rasta Rootz will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Rasta Rootz will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Rasta Rootz will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request.



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Further, Rasta Rootz will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Rasta Rootz will utilize separate accounting practices at the point of sale to track marijuana product sales and non-marijuana sales.

The Rasta Rootz will follow all sales recording requirements under 935 CMR 500.140(5).

If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). See Plan for Separating Recreational from Medical Operations SOP.

Business Records

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.



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QUALIFICATIONS AND INTENDED TRAINING

Rasta Rootz will ensure that all employees hired to work at a Rasta Rootz facility will be qualified to work as a marijuana establishment agent and be properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Rasta Rootz will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Rasta Rootz discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Rasta Rootz will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Rasta Rootz's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of ongoing training annually.

All of Rasta Rootz's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Rasta Rootz's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Rasta Rootz's owners, managers, and employees will then successfully complete the program once every year thereafter. Rasta Rootz will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Rasta Rootz's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Rasta Rootz's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:



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1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.



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Quality Control and Testing

Quality Control

Rasta Rootz will comply with the following sanitary requirements:

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



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10. labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
11. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
12. Rasta Rootz will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
13. Rasta Rootz plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
14. Rasta Rootz will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
15. Rasta Rootz will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
16. Rasta Rootz will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

Rasta Rootz will ensure that Rasta Rootz facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Rasta Rootz will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Rasta Rootz to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

**RASTA ROOTZ****Testing**

Rasta Rootz will ensure that any contract with a Marijuana Establishment includes language pertinent to the proper testing of marijuana and marijuana products prior to Rasta Rootz delivery of such products, which will include the standards required under 935 CMR 500.160 (as further detailed below).

Rasta Rootz will not deliver marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: Application Requirements, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: Adult Use of Marijuana; 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Testing of any marijuana products delivered by Rasta Rootz will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of the environmental media used by cultivators will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission. The marijuana delivered by Rasta Rootz will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Rasta Rootz acknowledges and understands that the Commission may require additional testing.



Rasta Rootz will ensure that, for each marijuana establishment that it sources its products from, such marijuana establishment's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both the marijuana establishment and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Rasta Rootz will maintain testing results in compliance with 935 CMR 500.000 et seq and the record-keeping policies described herein and will maintain the results of all testing for no less than one year. Rasta Rootz acknowledges and understands that testing results will be valid for a period of one year and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the marijuana establishment for disposal or by the Independent Testing Laboratory disposing of it directly. All single servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initially failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initially failed testing result prior to remediation.



RASTA ROOTZ

RECORDKEEPING AND CASH HANDLING PROCEDURES

General Overview

Rasta Rootz has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Rasta Rootz documents. Records will be stored at Rasta Rootz in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Rasta Rootz is keeping and retaining all records as noted in this policy, Rasta Rootz will review Corporate Records, Business Records, and Personnel Records to ensure completeness and accuracy of such documents as part of Rasta Rootz's quarter-end closing procedures. In addition, Rasta Rootz's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report



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- Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Rasta Rootz, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Rasta Rootz and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.



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- Handling and Testing of Marijuana Records
 - Rasta Rootz will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Rasta Rootz will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will 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.
- Incident Reporting Records
 - Within ten (10) calendar days, Rasta Rootz will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Rasta Rootz for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Rasta Rootz will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Rasta Rootz agents present during the disposal or handling, with their signatures. Rasta Rootz will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.



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- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Rasta Rootz will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Rasta Rootz closes, all records will be kept for at least two (2) years at Rasta Rootz's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Rasta Rootz will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Rasta Rootz's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Rasta Rootz's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;



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- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Rasta Rootz operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Rasta Rootz, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Rasta Rootz's website.
- Policies and procedures for the handling of cash on Rasta Rootz premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.



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Record Retention

Rasta Rootz will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Cash Handling SOPs

Rasta Rootz will engage a trusted and secure cash transport company to handle the transportation of our cash between our location and our banking establishment. Cash handling procedures are below, and cash handling records will be available on inspection.

Rasta Rootz will prioritize creating a secure, guarded location on our business premises to insure the safety of our staff and all transport company personnel who are engaged in the transportation of cash and products to and from our premises. Internal and external security measures will allow for this safety.

Rasta Rootz will implement internal security measures to ensure proper cash handling which include:

1. An on-site secured vault maintained in the limited access area. The vault can only be accessed by a Licensed Agent with the supervision of the Store Manager. The vault is able to be monitored 24 hours a day and accessed electronically through our access control system.
2. Cameras will also be focused on the cash registers where cash payments are made to ensure proper handling. At the close of business cash registers are audited to prevent employee theft and to ensure proper accounting. Cameras will also be located in any other area where cash is kept, handled, and packaged for transport to financial institutions
3. Every employee will be trained on the proper process for securing cash and transfer of deposits and that they are within the requirements provided by the financial institutions or DOR facilities.
4. Rasta Rootz will engage with a professional armored vehicle service (Plymouth Armor Group; further details below) to pick up cash from the facility as needed as well as utilizing cashless ATM's and other financial APPs to limit and manage the cash on premises.
5. All written safety and security measures developed under 935 CMR 500.105(7) shall be treated as security planning documents, the public disclosure of which would jeopardize public safety.

Cash Pick Up SOPs:

- Couriers will call location when 15 minutes away.
- Expectation is that all cash deposits are bagged in bank approved plastic deposit bags and sealed prior to Cash Pickup arrival.



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- Courier will provide a Customer Consignment Log on arrival of first pick up. This should be kept in the Rasta Rootz safe and documented by a Rasta Rootz employee upon every pickup.
 - Courier and Rasta Rootz employee will both sign the log at the time of pick up.
- Courier will provide a paper and electronic manifest for signature. The total amount being deposited/transported, must be disclosed on the paper manifest.
- Courier will take photographs of the sealed cash deposit bag(s).
- Courier will take a photograph of the Customer's photo ID (agent card is acceptable).
- Courier will repeat these same procedures upon arriving at the bank.
- All deposits will be dropped at the bank on the same day of pick up.

Securing Protected Information

Rasta Rootz is aware that required recordkeeping often involves the recording and storage of protected, confidential information. As such, Rasta Rootz will keep and maintain records containing protected information at the licensed premises on physical storage devices stored within locked server enclosures which are kept inside security room. Access to the security room where protected information is contained is restricted to the Director of Security and other authorized personnel escorted by the Director of Security. At least one security camera will be recording the security room access points at all times. The security room as well as the surveillance recording storage area within the security room will be made accessible to law enforcement, the Commission, or the local licensing authority.

Copies of all protected information records will be uploaded and archived on a secure cloud storage system. The secure cloud storage system will be access-restricted through highly confidential login credentials and passwords. Cloud storage allows Rasta Rootz to securely store protected information that, if requested by the Commission or Department, can be accessed and provided to the Commission the relevant local jurisdiction, or any other state or local law enforcement agency on-demand. The Director of Security is responsible for immediately producing records of protected information that are to be shared with the Commission when requested. The secure cloud storage system will be constantly monitored for unauthorized changes and will comply with the rules set forth by the Commission and all applicable state and local laws, regulations, ordinances, and other requirements.

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Information held by Rasta Rootz about patients, personal caregivers, and agents is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law, provided however, the Commission may access this information to carry out official duties.

All records relating to protected information must be retained for at least two years. These records are to be made available to the Commission local law enforcement agencies, or local licensing authorities upon request.



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1) Purpose:

Rasta Rootz, a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not accepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; or
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).



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Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. Rasta Rootz management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

4) Alcohol, Smoke, and Drug-Free Workplace

1. Rasta Rootz believes in a drug-free, healthy, and safe workplace.
2. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
3. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
4. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.
5. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.
6. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
7. Such violations may also have legal consequences.
8. Rasta Rootz will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), no more than twenty-four (24) hours after the incident occurs.



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5) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Rasta Rootz and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. A copy of the application that Rasta Rootz submitted to the Commission on behalf of any prospective Rasta Rootz agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training for Rasta Rootz Agents required under 935 CMR 500.105(2): Marijuana Establishment Agent Training;
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
 - k. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
 - a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. and reviewed by either Chief Compliance Officer and/or Human Resources;
 - b. Documentation that references were checked prior to the agent being hired;
 - c. Offer letter from Rasta Rootz to the new agent, including job title and supervision;
 - d. Materials submitted to the Commission for agent registration purposes;
 - e. Documentation of annual performance reviews;



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- f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- g. Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

6) Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer:

Chief Operating Officer:

Chief Security and Compliance Officer: Mike Allen 603-396-0792

7) External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Boston Fire Department:	617-343-3415
Boston Health Department:	617-534-5395
Boston Police Department:	617-343-4240
Boston City Hall:	617-635-4500

8) Agent and Physical Risk Reduction Measures

1. Agents suspected of diversion will be reported to local law enforcement authorities; and
2. Security checks are in place at the front security desk to ensure unauthorized individuals do not gain access to Rasta Rootz facility.

9) Agent Background Checks

1. In addition to completing agent registration process, all agents hired to work for Rasta Rootz will undergo a detailed background investigation prior to being granted access to Rasta Rootz or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Concealed weapon permits;
 - d. DEA controlled substance registrations;
 - e. Professional licenses;



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- f. Driver's license information;
 - g. Docket search of state and federal criminal & civil actions;
 - h. Credit check;
 - i. Bankruptcies, liens & judgments; and
 - j. Healthcare licenses & sanctions.
3. References provided by the agent will be verified at the time of hire.
 4. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
 5. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by Rasta Rootz or the Commission.

10) Agent Training

1. Rasta Rootz will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program under 935 CMR 500.105(2)(b).
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

10.1 Specific Training Requirements

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

1. New hire orientation
 - a. Overview of Rasta Rootz and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all Rasta Rootz agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
 - a. Including Rasta Rootz's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

11) Responsible Vendor Training

1. All current owners, managers and employees of Rasta Rootz that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of



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2. licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
3. Rasta Rootz Agents must first take the Basic Core Curriculum.
4. On completing the Basic Core Curriculum, a Rasta Rootz Agent is eligible to take the Advanced Core Curriculum.
5. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
6. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor" Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.
7. Rasta Rootz will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

12) Job Descriptions

12.1 Director of Security

Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Rasta Rootz, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Rasta Rootz agents during new hire orientation or recurrent trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of Rasta Rootz facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of Rasta Rootz facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Rasta Rootz agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;



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- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

12.2 Security Agent

Security Agents monitor the state-of-the-art security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to Rasta Rootz facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat which jeopardizes registered patients, caregivers, authorized visitors, and Rasta Rootz agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to Rasta Rootz facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Rasta Rootz agents from the facility during non-business hours and performing security checks at designated intervals.

12.3 Inventory Manager

The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all marijuana and marijuana products;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

12.4 Inventory Associate

Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include but are not limited to:

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- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the METRC regulatory tracking system.
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinating waste disposal schedule and ensuring Rasta Rootz's policies and procedures for waste disposal are adhered to.

12.5 Member Services Agent/Budtender

Member Services Agents ensure that each customer is treated with compassion and respect while at Rasta Rootz and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring customers have a positive experience at Rasta Rootz;
- Answering customers regarding products including but not limited to flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Rasta Rootz;
- Properly setting up product displays pursuant to Rasta Rootz policies and procedures;
- Executing and enforcing compliance with Commission and Rasta Rootz regulations;
- Understanding sales transactions using Leaflogix seed to sale tracking system and proper utilization of the METRC online system for verification purposes;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

13) Confidentiality

1. Information held by Rasta Rootz is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. Rasta Rootz agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. Leaflogix seed-to-sale tracking system, harbors the technology required to abide with regulatory standards and prevent theft.



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5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.
6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

Rasta Rootz will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. Rasta Rootz will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

Rasta Rootz complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

Rasta Rootz will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, Rasta Rootz's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.



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14) Whistleblower Policy

1. It is Rasta Rootz's intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. Rasta Rootz, therefore, encourages staff to report any reasonable belief that a legal violation or breach of Rasta Rootz policies have potentially occurred due to any practice or activity by Rasta Rootz or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a Rasta Rootz agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that

jeopardizes Rasta Rootz's assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer.

4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable Rasta Rootz to investigate the matter.
5. Rasta Rootz will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will Rasta Rootz tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent's manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.
10. If it is determined that an agent engaged in illegal or prohibited activity, Rasta Rootz will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.
13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment.
14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

15) Code of Business Conduct and Ethics

1. Rasta Rootz expects its employees to adhere to a standard of personal and professional conduct and integrity.
2. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs.



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3. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.
4. Due to the “at will” nature of the employment, Rasta Rootz may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:
 - a. Supplying false or misleading information when applying for employment, or at any time during employment;
 - b. Altering or falsifying records;
 - c. Possessing weapons or illegal substances on the premises;
 - d. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with Rasta Rootz;
 - e. Theft or unlawful possession of stolen, lost or mislaid property of Rasta Rootz, including records, or the property of a customer or another employee;
 - f. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 - g. Refusal or failure in performing assigned work, or any act of insubordination;
 - h. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 - i. Negligence or carelessness;
 - j. Abusing, defacing or destroying Rasta Rootz property;
 - k. Excessive tardiness and/or absenteeism;
 - l. Uttering, publishing, or distributing false, vicious, or malicious statements concerning Rasta Rootz or any of its employees, vendors or customers;
 - m. Performance of duties that, as determined by such employee’s supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to Rasta Rootz or its customers;
 - n. Exceeding one’s authority;
 - o. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
 - p. Committing any act which (a) shocks, insults or offends the community; (b) brings Rasta Rootz or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon Rasta Rootz or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of Rasta Rootz.
 - q. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
 - r. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.
 - s. Making unauthorized representations or claims about Company’s products or unlawful medical claims about Company’s products.



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15.1 Competition

1. Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, Rasta Rootz Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
2. This includes the principle that the interests of Rasta Rootz must be kept strictly separate from the personal interests of employees involved in all business matters.
3. In particular, Rasta Rootz stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.
 - b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.
 - c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
4. All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

15.2 Corruption and the Acceptance of Benefits

1. Rasta Rootz Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits.
2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
3. Any activities or statements that could cast doubt over this approach are forbidden. Rasta Rootz Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.
4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.
5. Rasta Rootz employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.
6. Our company also has clear internal rules on donations and sponsorship.



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7. Rasta Rootz does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

15.3 Conflicts of Interest

1. As part of their work, Rasta Rootz Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of Rasta Rootz.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, Rasta Rootz will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving Rasta Rootz suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
3. Questionable activities may also include serving on the board of directors of a company doing business with Rasta Rootz, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.
4. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - c. A Close Associate;

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- d. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
 - e. A Person or entity appointed as a receiver.
5. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.
6. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

16) Americans with Disabilities Act (ADA)

1. Rasta Rootz is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
2. All employment practices and activities are conducted on a non-discriminatory basis.
3. Rasta Rootz Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.
5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
7. Rasta Rootz is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
8. To the extent applicable, leave will be available to all qualified agents on an equal basis.
9. This policy is neither exhaustive nor exclusive.
10. Rasta Rootz is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.



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17) Dismissal of Marijuana Establishment Agents

1. Rasta Rootz asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. Rasta Rootz reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in Rasta Rootz's group health plan at their own expense for at least eighteen (18) months.
6. Rasta Rootz will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. Rasta Rootz will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Rasta Rootz's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the
9. Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
10. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

18) Exit Interview

1. Agents who resign from Rasta Rootz are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Rasta Rootz and to gather suggestions for how Rasta Rootz can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both Rasta Rootz and agents.
4. As a result, Rasta Rootz does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

19) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



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Alcohol, Smoke, and Drug-Free Workplace

1. Purpose

Rasta Rootz commits to an Alcohol, Smoke, and Drug-Free Workplace. Alcohol and drug abuse pose a threat to the health and safety of Rasta Rootz agents and the security of the company's equipment and facilities. Rasta Rootz is committed to the elimination of drug and alcohol use and abuse in the workplace.

2. Definitions

Drugs and Alcohol: Agents are not allowed to be intoxicated, possess, or use legal or illegal drugs or alcohol at Rasta Rootz.

Illegal drug: A substance whose use or possession is controlled by federal law but is not being used or possessed under licensed healthcare professionals' supervision. Notable Exceptions apply to medical cannabis so long as the agent has a current, valid prescription from a state with an operational medical marijuana program. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

Other Jurisdictions: The United States, another state, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Premises: Any indoor or outdoor location over which Rasta Rootz or its Agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Refuse to cooperate: To obstruct the collection or testing process; to submit an altered, adulterated, or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide a specimen for testing when directed to do so, without a valid medical basis for the failure. Agents who leave the scene of an accident without justifiable explanation before submission to drug and alcohol testing will also be considered to have refused to cooperate and automatically be subject to discharge.

Smoking: Smoking includes the lighting of a cigar, cigarette, pipe, or other tobacco product or possessing a lighted cigar, cigarette, pipe, or other tobacco or non-tobacco product designed to be combusted and inhaled. Smoking shall be prohibited in workplaces, workspaces, common work areas, offices, hallways, agent lounges, staircases, restrooms.

Under the influence of alcohol: An alcohol concentration equal to or greater than .04, or actions, appearance, speech, or body odor that reasonably cause a supervisor to conclude that an agent is impaired because of alcohol use.

Under the influence of drugs: This is a confirmed positive test result for illegal drug use per this policy. Also, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).



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3. Responsibilities

This Policy applies to all agents or individuals affiliated with Rasta Rootz, whether paid or unpaid. Rasta Rootz management will update this policy as needed per regulation change or other mandates. This Policy will be reviewed at a minimum annually.

4. Policy

4.1. Pre-employment.

1. All applicants may be subject to a drug test before beginning work or receiving an offer of employment.
2. Refusal to submit to testing will result in disqualification of further employment consideration.
3. Consideration will be given to those who test positive for marijuana due to recreational legalization; however, the use of marijuana or intoxication on Rasta Rootz premise is prohibited.

4.2. Work Rules.

1. Agents should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.
2. This policy does not prohibit agents from the lawful use and possession of prescribed medications, including medical marijuana, given the agent has a current, valid prescription from a state with an operational medical marijuana program.
3. Rasta Rootz will also not allow agents to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively.
4. Agents taking prescribed medication must carry it in the container labeled by a licensed pharmacist/dispensary or be prepared to produce it if asked.
 - a. Agents should not, however, disclose to Rasta Rootz underlying medical conditions unless directed to do so.
5. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

4.3. Reasonable Suspicion.

1. Agents are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment.
2. A member of the management team should be consulted before sending an agent for testing.



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4.4. Post-accident.

1. Agents are subject to testing when they cause or contribute to accidents that seriously damage a Rasta Rootz vehicle (if applicable), machinery, equipment, or property or
2. result in an injury to themselves or another agent requiring offsite medical attention in which there is a reasonable basis for concluding that drug use could have contributed to the incident.
3. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury. An agent who was operating a motorized vehicle is found to be responsible for causing the accident.
4. In any of these instances, the investigation and subsequent testing must occur within two hours following the accident, if not sooner.

4.5. Collection and Testing Procedures.

1. Agents subject to alcohol testing should be driven to a Rasta Rootz designated facility and directed to provide breath specimens.
 - a. Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the agent.
 - b. If an agent's breath alcohol concentration is .04 or more, a second breath specimen should be tested approximately 20 minutes later.
 - c. The results of the second test should be determinative.
 - d. However, alcohol tests may be a breath, blood, or saliva test at the company's discretion. For this policy's purposes, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.
2. Applicants and agents subject to drug testing should be sent to a Rasta Rootz designated medical facility and directed to provide urine specimens.
3. Applicants and agents may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens.
4. Collected specimens should be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone, and propoxyphene use.
5. The laboratory should screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

4.6. Follow-up Testing.

1. Agents who have tested positive or otherwise violated this policy are subject to discipline, up to and including termination.



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2. Depending on the circumstances and the agent's work, history/record, Rasta Rootz may offer an agent who violates this policy or tests positive the opportunity to return to work on a basis under mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Rasta Rootz for a minimum of six
 3. months but not more than one year as well as a waiver of the right to contest any termination resulting from a subsequent positive test.
 4. If the agent either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the agent will be subject to immediate discharge from employment.
- 4.7. Consequences.
1. Applicants who refuse to cooperate in a drug test or test positive will not be hired and will not reapply/retest in the future.
 2. A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)
 3. Agents who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated.
 4. The first time an agent tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.
 5. Agents will be paid for time spent in alcohol or drug testing and then suspended pending the drug or alcohol test results.
 6. After the test results are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of the management team.
 7. Should the results prove harmful, the agent will receive back pay for suspension times/days.
- 4.8. Confidentiality.
1. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.
 2. Such records and information may be disclosed among managers and supervisors on a need-to-know basis. They may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an agent or applicant.
- 4.9. Inspections.
1. Rasta Rootz reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband.
 2. All agents, contract agents, and visitors may be asked to cooperate to inspect their persons, work areas, and property that might conceal a drug, alcohol, or other contraband.



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3. Agents who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

4.10. Crimes Involving Drugs.

1. Rasta Rootz prohibits all agents from manufacturing, distributing, dispensing, possessing, or using an illegal drug in or on company premises or conducting company business.
2. Rasta Rootz agents are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.
3. Rasta Rootz does not desire to intrude in its agents' private lives but recognizes that agents' off-the-job involvement with drugs and alcohol may impact the workplace. Therefore, Rasta Rootz reserves the right to take appropriate disciplinary action for drug use, sale, or distribution while off company premises.
4. All agents convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea, or sentence immediately to management, which will be reported to the Commission within (5) days.
5. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the charges' nature the agent's record with Rasta Rootz.

4.11. Substance Addiction Services.

Rasta Rootz agents will be advised of the Bureau of Substance Addiction Services (BSAS), which oversees the statewide system of prevention, intervention, treatment, and recovery support services for individuals, families, and communities affected by gambling and substance addiction.

4.12. Enforcement.

1. The Rasta Rootz management team is responsible for policy interpretation, administration, and enforcement.
2. Grounds for immediate termination and revocation of the Agent Registration Card.
3. Each of the following, in and of itself, constitutes grounds for termination, revocation of Agent Registration Card, and will be reported to the Commission.
 - e. Fraudulent use of an Agent Registration Card includes tampering, falsifying, selling, transferring, distributing, or giving marijuana to any unauthorized person.
 - a. Conviction, guilty plea, a plea of *nolo contendere*, or admission to enough facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.



- b. A conviction of a felony drug offense in the Commonwealth or a like violation of other jurisdictions' laws shall be adequate grounds for the revocation of ME Agent Registration Card.

5. Related Documents

[SOP Marijuana Establishment Agent and Registration Card](#)

[Confidentiality Policy](#)

6. References

935 CMR 500.032 Revocation of a Marijuana Establishment Agent Registration Card; 500.105 General Operational Requirements for Marijuana Establishments, (1) Written Operating Procedures (k); [Bureau of Substance Addiction Services \(BSAS\)](#)



RASTA ROOTZ

Staffing Plan, Business Hours, and Hiring Plans

1) Purpose:

Rasta Rootz, a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).



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3) Responsibilities:

This SOP applies to staffing plans, business hours, and hiring plans in the Marijuana Establishment. Rasta Rootz management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. The Chief Operating Officer and the Chief Executive Officer will evaluate hiring needs on an ongoing basis.
2. Hiring procedures include: internal and external posting of the position, candidate interviews, reference checks, and background checks.
3. Rasta Rootz is dedicated to hiring local residents, when possible.
4. Rasta Rootz's available jobs will be posted on internet job boards such as Indeed.com, at cannabis staffing firms such as Vangst, and communicated via job fairs such as those held by BestHire.com as well as Rasta Rootz itself.
5. Rasta Rootz is committed to building a professional environment for all of our agents.
6. Rasta Rootz is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with Rasta Rootz agents, registered patients, vendors, and the community at large.
7. Rasta Rootz seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.
8. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.
Rasta Rootz will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
9. Agents are expected to be present during department meetings as well as company-wide meetings.

4) Hiring Process

1. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.
2. All offers will be contingent upon the successful completion of all required background investigations, including a CORI, agent registration, and proof of employment eligibility in the U.S.
3. Rasta Rootz will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.
4. Rasta Rootz will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Cannabis Control Commission during the application and licensing.



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5) Training

1. As a condition of employment, new agents will complete training prior to performing job their functions. Training will be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission (“Commission”).
2. Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually.
3. A minimum of four (4) hours of training may be from the Responsible Vendor Training Program. Any additional Responsible Vendor Training over four (4) hours may count toward the eight (8) hour total training requirements.
4. Any training not specific to Responsible Vendor Training may be conducted in-house by Rasta Rootz, a Rasta Rootz third-party vendor or any basic on the job training by Rasta Rootz, may be counted toward the eight (8) hour total training requirements.

Training will include, at minimum:

- Responsible Vendor Training (if applicable)
- Confidentiality and Privacy
- Compliance and Regulatory Review
- Review of Written Operating Policies and Procedures
- Workplace Safety and Emergency Protocols
- Security Training
- Diversity and Positive Impact Plan goals and programs
- Anti-Diversion Training
- Handling of Marijuana
- Personnel Policies and Procedures
- Recordkeeping
- Inventory Management and POS Systems
- Quality Assurance

6) Estimated Staffing Levels

1. During our hours of operation (which are subject to change), Rasta Rootz Retail Agents will be available for customers to assist with any questions they may have, provide information that is relevant to the customer, and complete sales transactions using a Point of Sale (“POS”) System installed at any of 12 registers.
2. An Inventory Manager will be on-site, with the number of additional agents on duty varying according to operational needs.
3. Inventory Agents will be dedicated to managing transfer of inventory and ensuring products are properly labeled pursuant to Rasta Rootz’s labeling requirements prior to dispensing.



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4. Security Agents will be available as needed with the number of agents on duty varying according to operational needs.

7) Organizational Structure

1. Rasta Rootz encourages employee development and empowerment.
2. Employees are encouraged to provide input and suggest new policies and processes on a regular basis.
3. The Manager of the assigned department is responsible for oversight of the agents.
4. The Chief Executive Officer oversees staff assigned to the Human Resources (HR) department.
5. The Chief Operating Officer and Chief Executive Officer will oversee the operation as a whole.

8) Staffing Records

Personnel Records at a minimum will include:

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

9) Hours of Operation and After-Hours Contact

1. Rasta Rootz will maintain and publish its after-hours contact information and hours of operation in accordance with 935 CMR 500.000.
2. The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:



9.1 Hours of Operation

Monday – Sunday: 10:00 AM- 8:00 PM

9.2 After-Hours Contact Information

Fernanado Bent-Mullings
774-274-6294
fern@rastarootz.com

3. Rasta Rootz will update the after-hours contact information and business hours in accordance with 935 CMR 500.000.

10) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



RASTA ROOTZ

Workplace Safety

1) Purpose:

Rasta Rootz, a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed workplace safety policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not accepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all workplace safety policies in the Marijuana Establishment. Rasta Rootz management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. Rasta Rootz promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards.



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2. Policies and procedures include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
3. In accordance with 935 CMR 500.105(3)(c), Rasta Rootz will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

4) Agent Health and Safety Program

1. Eight basic components have been identified to help prevent accidents and injuries from occurring within the Facility, as well as to help deal effectively with any incidents that do occur. These components are:
2. Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazards.
3. Safe Work Procedures:
 - a. Dealing with wet surfaces;
 - b. Wearing proper personal protective equipment and clothing;
 - c. Handling solvents with use of protective gloves and proper ventilation; and
 - d. Using proper body mechanics when lifting heavy objects.
4. Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
5. Safety Inspections—regular safety inspections throughout the Facility, which will help identify workplace hazards so that Agents can be eliminated or controlled.
6. Incident Investigation—determine cause of accident or injury and implement preventive measures.
7. Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
8. First Aid—determine what level of first aid is necessary on-site.
9. Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.
10. An annual Health and Safety Program review will be carried out to address current concerns.

5) Health and Safety Responsibilities

All agents will complete mandatory safety training sessions. Rasta Rootz agents and Rasta Rootz management will have specific responsibilities to ensure health and safety at Rasta Rootz facility:

5.1 Health and Safety Responsibilities for Rasta Rootz Management

1. Ensure the health and safety of all agents;
2. Correct any workplace conditions that are hazardous to the health and safety of agents;



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3. Inform agents about any remaining hazards;
4. Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
5. Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that Agents comply with them;
6. Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
7. Provide agents with education, supervision, and training specific to the Facility and equipment used to cultivate, process and manufacture marijuana and marijuana products; and
8. Perform ongoing reviews of policies and procedures and update as needed.

5.2 Health and Safety Responsibilities for Rasta Rootz Agents

1. Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
2. Comply with all regulations and other legal requirements;
3. Follow established safe work procedures;
4. Use the required personal protective equipment;
5. Refrain from horseplay or similar conduct that may endanger others;
6. Ensure individual ability to work safely is not impaired by drugs or alcohol;
7. Report accidents and other incidents (including near misses) to management; and
8. Report the following to their supervisor:
 - a. A hazard that might endanger Rasta Rootz agents;
 - b. A problem with personal protective equipment or clothing; and
 - c. Any suggestions to improve workplace safety.

6) Cleanliness & Sanitation Training

Rasta Rootz will combine its existing successful agent training program, supplemented with Commission rules and cannabis-specific training to provide exhaustive training curricula to all agents. Rasta Rootz's training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

1. USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
2. Product care, inspection, and maintenance techniques.
3. Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
4. Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.



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5. Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
6. Quality assurance procedures and consequences of failing to follow the company's established processes.

7) Agent Hygiene Practices

1. Rasta Rootz agents will follow thorough hygienic practices and will maintain adequate personal cleanliness.
2. All Rasta Rootz agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated.
3. Hand-washing facilities will be placed conveniently within Rasta Rootz facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials.
4. All Rasta Rootz agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.
5. Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

8) Hazard Communications Plan

1. Rasta Rootz's Hazard Communication policies and procedures shall ensure Rasta Rootz is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements.
2. All levels of supervision will be held accountable for the safety of those employees under their direction.
3. Copies of Rasta Rootz's Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.
4. Rasta Rootz's Hazard Communication policies and procedures shall, at a minimum, address the following:
 - a. Informing employees of hazardous chemicals used at Rasta Rootz.
 - b. Use of labels and other forms of warning. Use of Material Safety Data Sheets (MSDS).
 - c. Procedure with respect to hazardous non-routine tasks.
 - d. Maintaining a list of known hazardous chemicals used by employees and independent contractors.
 - e. Communication of hazards.
 - f. Training of employees and independent contractors.



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5. Rasta Rootz Facility Manager and Chief Operations Officer or other senior manager will maintain, review, and update the Hazard Communication policies and procedures and be responsible for:
 - a. Implementation of Rasta Rootz's Hazard Communication policies and procedures.
 - b. Ensure that OSHA records are maintained at all times.
 - c. Train all Rasta Rootz employees and visiting independent contractors.
 - d. Provide documentation of all training and communications to the Human Resources Manager.

9) Personal Protective Equipment (PPE)

1. Rasta Rootz's personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE.
2. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter.
3. Employees will wear appropriate PPE at all times.
4. All managers, will implement all aspects of Rasta Rootz's PPE policies and procedures, including:
 - a. Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
 - b. Reviewing hazard assessments to determine the need for PPE.
 - c. Acquiring the correct PPE.
 - d. Training employees on the use of PPE.
 - e. In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
 - f. Ensuring PPE is available, provided and documented.
 - g. Conducting hazard specific training for the use of PPE.
 - h. Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

1. Ensure all employees wear the appropriate PPE.
2. Ensure that all employees have completed PPE training.
3. Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
4. Comply with PPE policies as required and support the PPE program as necessary.
5. Participate in quarterly training for the use and maintenance of PPE.
6. Replace all damaged PPE.

Employees will:

1. Inspect PPE before use and ensure proper maintenance.
2. Wear all assigned PPE and conduct assigned tasks in a safe manner.



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3. Notify a manager when PPE is damaged and needs to be replaced.
4. Participate in quarterly training for the use and maintenance of PPE.
5. Comply with PPE policies as required and support the PPE program as necessary.

10) Assessment

1. For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard.
2. PPE will be selected to protect against any hazard that is present or likely to be present.
3. PPE selections will be compliant with all applicable federal (accepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.
4. All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task.
5. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.
6. Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

11) Fire Protection Plan

1. All Rasta Rootz employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected.
2. The Facility Manager and the Chief Operations Officer or other senior manager are responsible for the control of accumulation of flammable or combustible waste materials.
3. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)
4. All Rasta Rootz agents will be trained on and are responsible for understanding the following Safe Code of Work Practices:
 - a. Flammables, including datasheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
 - b. Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
 - c. Care must be taken not to block potential escape routes, particularly with flammable materials.
 - d. Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.
5. Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems.



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12) Emergency Action Plan

1. Rasta Rootz's emergency action plan serves to outline procedures for handling of emergency situations.
2. These protocols ensure the safety of all personnel in an emergency situation.
3. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures.
4. All Rasta Rootz employees will adhere to the policies and SOPs in this manual.
5. All employees will have proper training in emergency preparedness as a condition of employment.

13.1 Response to a Medical Emergency

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.



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13.2 Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
 - Voice communication
 - Phone paging

 - Radio
- Fight the fire ONLY if:
 - The fire department has been notified
 - The fire is small and not spreading to other areas
 - Escaping the area is possible by backing up to the nearest exit
 - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
 - Leave the building using designated escape routes
 - Assemble in the designated area
 - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The Compliance Officer shall designate employees as emergency responders who shall:
 - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
 - Coordinate an orderly evacuation of personnel
 - Perform an accurate headcount of personnel reported to the designated area
 - Determine a rescue method to locate missing personnel

 - Provide fire department personnel with the necessary information about the facility

13.3 Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.



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13.4 Bomb Threat

In the event of a bomb threat made in person or over the phone:

- Be calm and listen,
- Do not interrupt the caller,
- Record your name, time, and date,
- Record the following about the caller's identity:
 - Sex (Male or female)

 - Adult or juvenile
 - Origin of call (local, long distance, telephone booth):
 - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
 - Accent: local/not local, foreign/regional, race
 - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
 - Manner: calm/angry, rational/irrational, coherent/incoherent, deliberate/emotional, righteous/laughing
 - Language: excellent, good, fair, poor, foul
 - Background noises: factory, trains, machines, animals, music, quiet, office, voices, airplanes, street, party, traffic, atmosphere
- If told, record all the following facts:
 - When will it go off
 - Where is it located
 - What kind of bomb
 - What kind of package
- While on the phone or handling the person deploy the silent alarm button nearest your position.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible, call 911 and all company emergency contacts.

13.5 Flood

- Stay calm and await instructions from designated emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

13.6 Blizzard

- Stay calm and await instructions from designated emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
 - Close off unneeded rooms or areas
 - Stuff towels or rags in cracks under doors



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- Cover windows
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, lightweight warm clothing, if available.

13.7 Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, refresher training annually and as needed throughout the year:

1. If a firearm is displayed, Agents should assume it is real and loaded.
2. Agents should not do anything that would jeopardize their safety or the safety of others.
3. Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
4. Agents should activate alarms ONLY if Agents can do so safely and without detection.
5. Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
6. If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
7. Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
8. Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
9. Agents should note the type of weapon used by the robber and where he or she carried it.
10. Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
11. Agents should try to remember exactly what the robber(s) said.
12. Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.



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13.8 Active Shooter

The U.S. Department of Homeland Security defines an active shooter as “an individual actively engaged in shooting or attempting to shoot people in a confined and populated area.” Rasta Rootz will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN):** If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.
- 2) **Lockdown and Shelter-in-Place (HIDE):** If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or “play dead” to avoid detection. Employees should also:
 - Cover windows and draw blinds
 - Turn off radios and computer monitors
 - Keep out of sight
 - Silence cell phones and remain as quiet as possible

Confront the Shooter (FIGHT): If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling “Gun!”, throwing items at the shooter’s head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

13) Emergency Training

1. Rasta Rootz will prioritize frequent training, so all employees are familiar with the contents of the emergency management plan.
2. Rasta Rootz will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize the participation of employees and management.
3. Due to the severity of many emergencies, Rasta Rootz will conduct semiannual emergency training exercises including bomb threat, fire, active shooter, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill.



4. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

14) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



RASTA ROOTZ

Plan for Restricting Access to Age 21 and Younger

Pursuant to 935 CMR 500.050(8)(b), Rasta Rootz will only be accessible to visitors or customers 21 years of age or older with a verified and valid government-issued photo ID. 935 CMR 500.002 Upon entry into the premises of the marijuana establishment by an individual, a Rasta Rootz agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2). Rasta Rootz has a no tolerance policy for minors accessing the Facility. Rasta Rootz will ensure all consumers entering the facility have been verified as over the age of 21. 935 CMR 500.050 In the event Rasta Rootz discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m).

Rasta Rootz will not hire any employees or registered agents who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1). Pursuant to 935 CMR 500.105(4), Rasta Rootz will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21.

Rasta Rootz will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

Rasta Rootz will not sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly." Pursuant to 935 CMR 500.105(6)(b), Rasta Rootz packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

Rasta Rootz's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



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DIVERSITY PLAN

1. Statement of Purpose

Rasta Rootz, LLC. (“Rasta Rootz”) is committed to creating a diverse workforce that does not discriminate based on race, color, religion, gender, national origin, age, disability (or perceived disability), pregnancy, genetic information, gender identity, sexual orientation, military or veteran status, ancestry, marital or familial status, or citizenship. Rasta Rootz’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company. Furthermore, it is our belief that the more diverse and inclusive our team is, the more successful Rasta Rootz will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences, and cultures. This Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measurables for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

2. Goals

GOAL 1: As part of its hiring plan, Rasta Rootz will seek to hire a workforce that is made up of at least **30%** women and **25%** described as minorities, **5%** veterans, **5%** people with disabilities and **10%** LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment.

GOAL 2: Create a safe, accepting, and respectful work environment for those with diverse backgrounds. Rasta Rootz will ensure all employees are trained on diversity and inclusion, implicit biases, and sensitivity training.

GOAL 3: Rasta Rootz will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by a member of the Commission defined groups. Rasta Rootz will work with **at least 20%** women and **20%** described as minorities, **5%** veterans, **5%** people with disabilities and **10%** LGBTQ+ owned businesses.

GOAL 4: As part of giving back to the community, Rasta Rootz will provide at least 2 scholarships, one male and one female every semester (fall and spring) to students at local community colleges.

3. Strategies and Programs

GOAL 1: Rasta Rootz will:

- Create gender-neutral job descriptions;
- Recruit from state and local Boston employment staffing groups
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com, linkedin, as well as local Boston employment websites;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);
- Attend community group meetings in and around Boston, at least two annually, to introduce Rasta Rootz and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.
- Rasta Rootz will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Rasta Rootz.

GOAL 2: Rasta Rootz will:

- Rasta Rootz will require one annual cultural sensitivity training for all employees including specific training for employees in management positions.
- Rasta Rootz will require one annual implicit bias training for all employees including specific training for employees in management positions.



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- Rasta Rootz will require one annual diversity and inclusion training for all employees including specific training for employees in management positions.
- Employees will be asked to fill out annual engagement surveys which will elicit feedback on Rasta Rootz's work environment.
- Employees will be able to provide feedback to Rasta Rootz at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

GOAL 3: Rasta Rootz will:

- Rasta Rootz will utilize the Massachusetts Supplier Diversity Office (SDO) as well as asking suppliers or ancillary service providers if they would identify themselves as a business that is a Diverse Company and give these contractors priority in utilizing their services.
- To target a diverse supplier base, Rasta Rootz will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce Rasta Rootz and address the existing hiring needs to attract a diverse array of suppliers.

GOAL 4: Rasta Rootz will:

- Post about the scholarship opportunity at local community colleges.
- Post about the scholarship opportunity on the Rasta Rootz website.
- Applications will be accepted from any individual at a local Community College who is deemed by the Cannabis Control Commission a member of a minority group such as: women, LGBTQ+, veteran, individual with a disability or a minority.
- Applicants will submit an essay which will be reviewed by a Rasta Rootz board of employees.
- Each scholarship will be \$1,000 USD with funds for the scholarships sourced from sales of select Rasta Rootz merchandise.
- Applications will be reviewed twice a year in October (for spring recipients) and May (for fall recipients) and will ensure at least two recipients (at least one male and one female) a semester.

4. Measurements

GOAL 1:

- Rasta Rootz will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Rasta Rootz.
- Rasta Rootz will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Rasta Rootz will be able to demonstrate to the Commission the success of this initiative.

GOAL 2:

- Rasta Rootz will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees. All comments and feedback will be documented and reviewed by senior management staff.
- Rasta Rootz will conduct engagement surveys annually and review the results of these surveys within a month of administering them. The suggestion box will be checked at least on a weekly basis by either the CEO, COO, or approved corresponding human resources management of the company.
- The senior management staff will identify the top 3 areas for improvement and, in collaboration with the Rasta Rootz employees, develop goals (short and long term) on how to address those areas of development. This review of feedback and engagement surveys will enable Rasta



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Rootz to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

GOAL 3:

- During its engagement with community groups and leaders referenced in Goal 1, Rasta Rootz will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with Rasta Rootz.
- Rasta Rootz will keep comprehensive lists of all supply chain companies and ancillary service companies used and will evaluate every January if Rasta Rootz met its goal to work with **at least 20% women and 20% described as minorities, 5% veterans, 5% people with disabilities and 10% LGBTQ+ owned businesses.** These numbers will be assessed from the total number of companies hired to work with Rasta Rootz including within the supply chain to ensure Rasta Rootz is meeting this goal.

GOAL 4:

- Rasta Rootz will collect feedback from past recipients in order to improve the scholarship benefits for future recipients.
- Rasta Rootz will ensure all recipients receive the scholarship in full amount before the beginning of the semester.
- Recipients of the scholarship awards will be shown on the Rasta Rootz website with a photo, bio and the recipients' school in order to provide transparency with meeting the set goal.
- Rasta Rootz will also discuss with the senior management staff annually to propose changes and ensure the program is meeting the intended goals of beneficially impacting individuals from diverse backgrounds.

5. Acknowledgements

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively.

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