



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284018
Original Issued Date: 01/10/2023
Issued Date: 01/10/2023
Expiration Date: 01/10/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sears Farm Wellness LLC

Phone Number: 508-328-4289
Email Address: searsfarmwellness@gmail.com

Business Address 1: 215 Sears Road	Business Address 2:
Business City: Swansea	Business State: MA
Business Zip Code: 02777	
Mailing Address 1: 37 Blackstone Blvd	Mailing Address 2:
Mailing City: Providence	Mailing State: RI
Mailing Zip Code: 02906	

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33.33	Percentage Of Control: 33.33
Role: Owner / Partner	Other Role:
First Name: William	Last Name: Sherry
Suffix:	

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.33	Percentage Of Control: 33.33	
Role: Owner / Partner	Other Role:	
First Name: Moira	Last Name: Sherry	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33.33	Percentage Of Control: 33.33	
Role: Owner / Partner	Other Role:	
First Name: Margaret	Last Name: Brownell	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:		

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

Entity Contributing Capital 1

Entity Legal Name: Sears Farm Wellness LLC	Entity DBA: Wildflower Wellness		
Email: searsfarmwellness@gmail.com	Phone: 508-328-4289		
Address 1: 215 Sears Road	Address 2:		
City: Swansea	State: MA	Zip Code: 02777	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$30000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 215 Sears Road	
Establishment Address 2:	
Establishment City: Swansea	Establishment Zip Code: 02777
Approximate square footage of the establishment: 1600	How many abutters does this property have?: 2
Date generated: 02/01/2023	

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	1d Host Community Agreement Certification form.pdf	pdf	628d361aeb816b0008664bf8	05/24/2022
Plan to Remain Compliant with Local Zoning	1f Plan to remain compliant with local zoning ordinances.pdf	pdf	628d36253bea2b0008c6b895	05/24/2022
Community Outreach Meeting Documentation	1e Attachments ABC.pdf	pdf	62f263ffb027db000953f410	08/09/2022
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form 1-compressed.pdf	pdf	62f2e314b027db00095576d8	08/09/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	1g Plan for Positively Impact Disproportionately Harmed People.pdf	pdf	6295a33ceb816b00086bd79b	05/31/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Moira Last Name: Sherry Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: William Last Name: Sherry Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:
First Name: Margaret Last Name: Brownell 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	3a Articles of Organization.pdf	pdf	628d54d7eb816b0008668695	05/24/2022
Articles of Organization	3a Articles of Organization 2.pdf	pdf	628d54deeb816b00086686ac	05/24/2022
Secretary of Commonwealth - Certificate of Good Standing	3d Certificate of Good Standing from the Secretary of the Commonwealth.pdf	pdf	628d5636eb816b0008668728	05/24/2022
Department of Revenue - Certificate of Good standing	3c Certificate of Good Standing from the Department of Revenue.pdf	pdf	628d5653eb816b0008668742	05/24/2022
Department of Revenue - Certificate of Good standing	3e Certificate of Good Standing from the Department of Unemployment Assistance.pdf	pdf	628e80683bea2b0008c8451c	05/25/2022
Articles of Organization	Response to RFI JUNE 6 Persons with Direct or Indirect Authority.pdf	pdf	62b4c3469ff11700081eaa87	06/23/2022
Bylaws	3b JUNE 6 Operating Agreement.pdf	pdf	62b4c39f9ff11700081eaaae	06/23/2022

No documents uploaded

Massachusetts Business Identification Number: 001480334

Doing-Business-As Name: Wildflower Wellness

DBA Registration City: Swansea

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	3h Plan to obtain limited liability insurance.pdf	pdf	628e80e6eb816b000867d9d5	05/25/2022
Proposed Timeline	3g Proposed timeline to become operational.pdf	pdf	628e83053bea2b0008c84cfe	05/25/2022
Business Plan	3f JUNE 6 Business Plan.pdf	pdf	62b4c3b6f750650008b54073	06/23/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	4a Security Plan.pdf	pdf	628e867feb816b000867e7fd	05/25/2022
Inventory procedures	4b Inventory.pdf	pdf	628e868beb816b000867e811	05/25/2022
Storage of marijuana	4c Storage Plan.pdf	pdf	628e8948eb816b000867ece7	05/25/2022
Transportation of marijuana	4d Transportation.pdf	pdf	628e89573bea2b0008c857c7	05/25/2022
Restricting Access to age 21 and older	4e Plan to Restrict Access to 21 Years of Age.pdf	pdf	628e89653bea2b0008c857de	05/25/2022
Prevention of diversion	4f Prevention of Diversion.pdf	pdf	628e89883bea2b0008c857f5	05/25/2022
Quality control and testing	4g Quality Control and Testing Procedures.pdf	pdf	628e8993eb816b000867ed0b	05/25/2022

Personnel policies including background checks	4h Personnel Policies.pdf	pdf	628e899d3bea2b0008c8582b	05/25/2022
Record Keeping procedures	4i Record Keeping Policies.pdf	pdf	628e89a5eb816b000867ed2d	05/25/2022
Maintaining of financial records	4j Maintenance of Financial Records Policy.pdf	pdf	628e89aeeb816b000867ed55	05/25/2022
Qualifications and training	4k Qualifications and Intended Training.pdf	pdf	628e89b83bea2b0008c8584c	05/25/2022
Energy Compliance Plan	4m Energy Compliance Plan.pdf	pdf	628e89cd3bea2b0008c85870	05/25/2022
Plan for obtaining marijuana or marijuana products	4n Plan to obtain marijuana and marijuana products.pdf	pdf	628e89d6eb816b000867edd1	05/25/2022
Dispensing procedures	4o Dispensing plan.pdf	pdf	628e89df3bea2b0008c85887	05/25/2022
Diversity plan	4l JULY 19 Diversity Plan.docx.pdf	pdf	62d6d328c4bff6000923a505	07/19/2022

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

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):

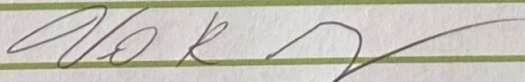
1. Name of applicant:

Sears Farm Wellness, LLC.

2. Name of applicant's authorized representative:

William K. Sherry

3. Signature of applicant's authorized representative:



4. Name of municipality:

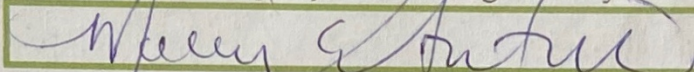
Town of Swansea

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

Mallory E. Aronstein



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).*):

maronstein@swansea.ma.gov

8. Host community agreement execution date:

03/24/2022

Application of Intent

Plan to Comply with Local Zoning

The Town of Swansea has established its own requirements regarding siting of Marijuana Establishments, as adopted 5-21-2018 ATM by *Art. 43*, and which can be found in *Ch. 8, Art. IV, of the 1988 Revised General Bylaws*.

The proposed location at **215 Sears Road** in Swansea (*Assessor's Map-63, Lots 1.C.*) is located in a Manufacturing District and is currently zoned as Manufacturing use. Marijuana Establishments are authorized in a Manufacturing District under a special permit issued by the Swansea Zoning Board of Appeals or the Swansea Planning Board after a public hearing, of which due notice has been given, provided adequate off-street parking is supplied and subject to revocation if carried on in a matter detrimental to the health or well-being of the neighborhood.

As such, the Company expressed to the Town's Board of Selectmen its interest in operating a licensed adult use marijuana dispensary at the proposed site. The Selectmen directed the Company to the Zoning Board of Appeals for the approval of a Special Permit. The Company received a Special Permit from the Zoning Board of Appeals. The Company then entered into a Host Community Agreement with the Town of Swansea. The Company will seek a Certificate of Occupancy from the Town Building Department upon completion of all building activities. Lastly, the Company will obtain final approval as a Recreational Marijuana Retailer (RMR).

The Company's CEO is responsible for ensuring ongoing compliance with all municipal codes, ordinances, and bylaws and obtaining all licenses, permits, and approvals required for the operation of our facilities. We will remain in contact with local officials to keep an open line of communication.

Attachment A

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.

Link to publication:

<https://www.heraldnews.com/public-notices/notice/03/30/2022/legal-notice-notice-of-community-outreach-meeting-regarding-7799a>



Order Confirmation

Not an Invoice

Account Number:	736077
Customer Name:	Sears Farm Wellness
Customer Address:	Sears Farm Wellness 37 Blockstone BLVD Providence RI 02906-5411
Contact Name:	Maggie Brownell
Contact Phone:	
Contact Email:	searsfarmwellness@gmail.com
PO Number:	

Date:	03/25/2022
Order Number:	7094996
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	1.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO wickedlocal.com	1	03/30/2022 - 03/30/2022	Public Notices
NEO FRH The Herald News	1	03/30/2022 - 03/30/2022	Public Notices

Total Order Confirmation	\$174.34
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Ad Preview

**LEGAL NOTICE
NOTICE OF COMMUNITY
OUTREACH MEETING
REGARDING AN ADULT-
USE MARIJUANA ESTAB-
LISHMENT SEARS FARM
WELLNESS AT 215 SEARS
ROAD SWANSEA, MA
02777.**

Notice is hereby given that Sears Farm Wellness of 215 Sears Road Swansea, MA 02777 will conduct a Community Outreach Meeting on the following matter on April 13, 2022 at 6pm at Swansea Administration Building.

Sears Farm Wellness intends to apply for the following Adult-use Marijuana Establishment license: Marijuana Retail (brick and mortar) at 215 Sears Road Swansea, MA 02777.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of the Company.

AD# 7094996
FRH: 3/30/2022

[← Back](#)

Public Notices

03/30/2022

LEGAL NOTICE

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT SEARS FARM WELLNESS AT 215 SEARS ROAD SWANSEA, MA 02777.

Notice is hereby given that Sears Farm Wellness of 215 Sears Road Swansea, MA 02777 will conduct a Community Outreach Meeting on the following matter on April 13, 2022 at 6pm at Swansea Administration Building.

Sears Farm Wellness intends to apply for the following Adult-use Marijuana Establishment license: Marijuana Retail (brick and mortar) at 215 Sears Road Swansea, MA 02777.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of the Company.

AD# 7094996

FRH: 3/30/2022

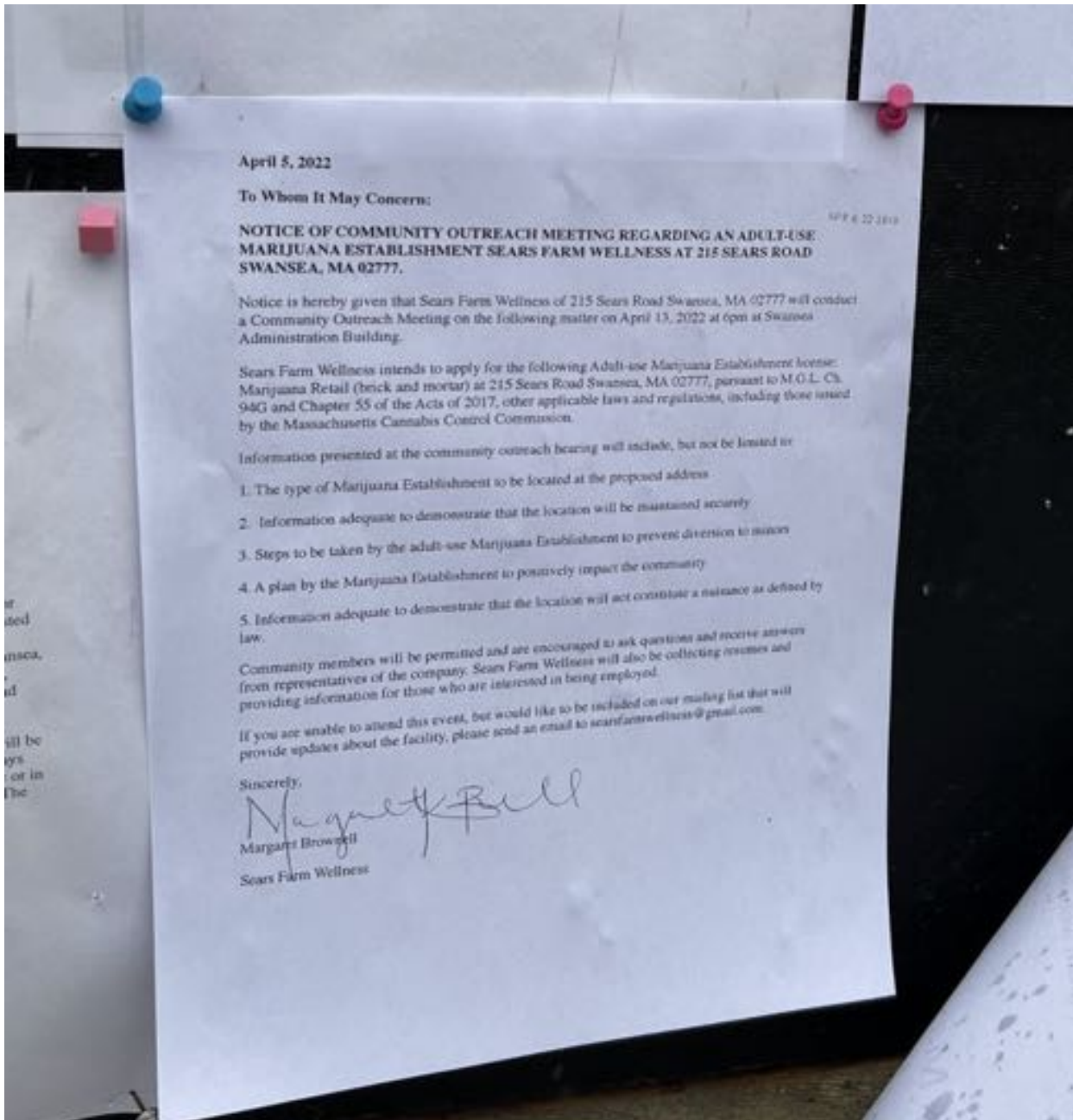
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Attachment B

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.

The Town of Swansea does not have any form of receipt or stamp to certify that the notice was filed with the Town Clerk, instead, they recommend applicants to take a picture of the notice up in the bulletin board, which is locked and secure and only accessible to the Town Clerk.





Attachment C

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.

April 5, 2022

To Whom It May Concern:

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT SEARS FARM WELLNESS AT 215 SEARS ROAD SWANSEA, MA 02777.

Notice is hereby given that Sears Farm Wellness of 215 Sears Road Swansea, MA 02777 will conduct a Community Outreach Meeting on the following matter on April 13, 2022 at 6pm at Swansea Administration Building.

Sears Farm Wellness intends to apply for the following Adult-use Marijuana Establishment license: Marijuana Retail (brick and mortar) at 215 Sears Road Swansea, MA 02777, pursuant to M.G.L. Ch. 94G and Chapter 58 of the Acts of 2017, other applicable laws and regulations, including those issued by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

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

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of the company. Sears Farm Wellness will also be collecting resumes and providing information for those who are interested in being employed.

If you are unable to attend this event, but would like to be included on our mailing list that will provide updates about the facility, please send an email to searsfarmwellness@gmail.com.

Sincerely,



Margaret Brownell

Sears Farm Wellness



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02842-6290
80001275-8777

04/05/2022 04:23 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Seaside, MA 02777
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reprinted \$0.58

Card Name: VISA
Account #: XXXXXXXXXX00004464
Approval #: 778632
Transaction #: 792
Receipt #: 030558
Debit Card Purchase: \$0.58
AID: A000000000000000
AL: US 08827
PIN: Verified

Every household in the U.S. is now eligible to receive a second set of 4 free test kits.
Go to www.covidtests.gov

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
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 1-800-450-7420.

UPN: 436022-0840
Receipt #: 840-50280219-1-5375025-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02842-6290
80001275-8777

04/05/2022 04:16 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Seaside, MA 02777
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reprinted \$0.58

Card Name: VISA
Account #: XXXXXXXXXX00004464
Approval #: 861122
Transaction #: 795
Receipt #: 030558
Debit Card Purchase: \$0.58
AID: A000000000000000
AL: US 08827
PIN: Verified

Every household in the U.S. is now eligible to receive a second set of 4 free test kits.
Go to www.covidtests.gov

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
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 1-800-450-7420.

UPN: 436022-0840
Receipt #: 840-50280219-1-5375025-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02842-6290
80001275-8777

04/05/2022 04:17 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Westport, MA 02790
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reprinted \$0.58

Card Name: VISA
Account #: XXXXXXXXXX00004464
Approval #: 385044
Transaction #: 795
Receipt #: 030559
Debit Card Purchase: \$0.58
AID: A000000000000000
AL: US 08827
PIN: Verified

Every household in the U.S. is now eligible to receive a second set of 4 free test kits.
Go to www.covidtests.gov

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

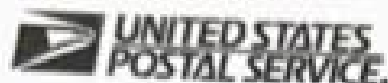
All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

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



or call 1-800-450-7420.

UPN: 436022-0840
Receipt #: 840-50280219-1-5375049-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02942-6290
(800)275-8777

04/05/2022 04:18 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Seaside, MA 02777
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Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reimitted \$0.58

Card Name: VISA
Account #: XXXXXXXXXX00004464
Approval #: 147929
Transaction #: 787
Receipt #: C00580
Debit Card Purchase: \$0.58
ADD: A00000C0900840 Chip
AL: US 08817
PIN: Verified

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Track your Packages
Sign up for FREE ®
<https://informedelivery.usps.com>

All sales final on stamps and postage. Refunds for guaranteed services only. 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: 436022-0840
Receipt #: 840-50280219-1-5375375-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02942-6290
(800)275-8777

04/05/2022 04:19 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Seaside, MA 02777
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reimitted \$0.58

Card Name: VISA
Account #: XXXXXXXXXX00004464
Approval #: 070178
Transaction #: 788
Receipt #: C00581
Debit Card Purchase: \$0.58
ADD: A00000C0900840 Chip
AL: US 08817
PIN: Verified

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Go to www.covidtests.gov

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE ®
<https://informedelivery.usps.com>

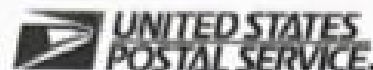
All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

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: 436022-0840
Receipt #: 840-50280219-1-5375401-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02942-6290
(800)275-8777

04/05/2022 04:20 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Seaside, MA 02777
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reimitted \$0.58

Card Name: VISA
Account #: XXXXXXXXXX00004464
Approval #: 885801
Transaction #: 789
Receipt #: C00582
Debit Card Purchase: \$0.58
ADD: A00000C0900840 Chip
AL: US 08817
PIN: Verified

Every household in the U.S. is now eligible to receive a second set of 4 free test kits.

Go to www.covidtests.gov

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
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Sign up for FREE ®
<https://informedelivery.usps.com>

All sales final on stamps and postage. Refunds for guaranteed services only. 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: 436022-0840
Receipt #: 840-50280219-1-5375427-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02942-6290
18001275-8777

04/05/2022 04:21 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Providence, RI 02906
Weight: 0 to 0.30 oz
Estimated Delivery Date
Thu 04/07/2022

Grand Total: \$0.58

Debit Card Reinitiated \$0.58

Card Name: VISA
Account #: XXXXXXXXXX4464
Approval #: 271707
Transaction #: 790
Receipt #: C00563
Debit Card Purchase: \$0.58
AID: A00000C0960840 Chip
AL: US DEBIT
PIN: Verified

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<https://informedelivery.usps.com>

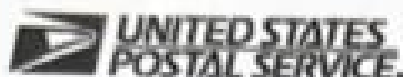
All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

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



or call 1-800-450-7420.

UPN: 436022-0840
Receipt #: 840-50280219-1-5375450-2
Clerk: 07



MIDDLETOWN
7 COMMERCIAL BLVD
MIDDLETOWN, RI 02942-6290
18001275-8777

04/05/2022 04:22 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.58
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Phoenix, AZ 85012
Weight: 0 to 0.30 oz
Estimated Delivery Date
Mon 04/11/2022

Grand Total: \$0.58

Debit Card Reinitiated \$0.58

Card Name: VISA
Account #: XXXXXXXXXX4464
Approval #: 115439
Transaction #: 790
Receipt #: C00564
Debit Card Purchase: \$0.58
AID: A00000C0960840 Chip
AL: US DEBIT
PIN: Verified

Every household in the U.S. is now
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of 4 free test kits.
Go to www.covidtests.gov

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Preview your Mail
Track your Packages
Sign up for FREE ®
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
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 1-800-450-7420.

UPN: 436022-0840
Receipt #: 840-50280219-1-5375479-2
Clerk: 07

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meetings are a requirement of the application to become a Maryland Retail Dispensary (RD) and Medical Marijuana Treatment Center (MTC) 15A-CMR 500.04(c), 500.05(c), 500.06(c), 500.07(c), and 500.08(c). 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 15A-CMR 500.04(c), and 500.08(c).

Attestation

I, the below indicated author and representative of the the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 15A-CMR 500.04 and/or 15A-CMR 500.08 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 4/11/2025
2. At least one (1) meeting was held within the municipality where the MTD 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 1) 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 MLI 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:

5/14/2024

b. Name of publication:

The Record of
Pittsford, NY

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the MLI 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:

4/24/2024

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the MLI or MTC, was mailed to least eight (8) calendar days prior to the community outreach meeting to owners of the proposed address, and residents within 400 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax map, notwithstanding that the land of the owner or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please reflect the name of any owner or subject in the notice.

a. Date notice(s) mailed:

4/24/2024

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The layout of MLI or MTC as it located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained according;
 - Signs to be taken by the MLI or MTC to prevent excessive accidents;
 - A plan by the MLI or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and express concerns from representatives of the MLI or MTC.

Name of applicant:

United States National Bank New York and Albany

Name of applicant's authorized representative:

Edward F. Conner

Signature of applicant's authorized representative:

Edmund Conner

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): 4/13/2022
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

a. Date of publication:

3/30/2022

b. Name of publication:

The Herald
Newspaper

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:

4/10/2022

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:

4/5/2022

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



Name of applicant:

sears Farm Wellness, LLC. dba Wildflower Wellness

Name of applicant's authorized representative:

Edward F. Grounke

Signature of applicant's authorized representative:

Edward F. Grounke

Sears Farm Wellness LLC

Plan to Positively Impact Areas of Disproportionate Impact

Overview

Our Company is dedicated to serving and supporting the areas around it, particularly the following census designated areas in Fall River: Census Tract 6420, 6420. 6411, which are classified as areas of disproportionate impact in the Commission's Guidance for Identifying Areas of Disproportionate Impact, and are also designated as Opportunity Zones¹, which have data supporting that they are economically distressed communities.

Cannabis businesses have an obligation to support the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to cannabis crimes. It is our intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with cannabis use.

In compliance with the Commission's interpretation of 935 CMR 500.101(1)(a), we plan to positively impact the following communities:

- Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact
- Massachusetts residents who have past drug convictions
- Certified Economic Empowerment recipients

Positive Impact Plan Goals, Programs, and Measurements

Our General Manager will administer the *Plan to Positively Impact Areas of Disproportionate Impact* (the "Plan"). The General Manager will be responsible for developing measurable outcomes and ensuring we continue to meet our commitment to provide support and make positive contributions to areas of disproportionate impact.

Goal 1

To clean and beautify the physical environment in disproportionately affected areas in Fall River.

Program

- We will organize a full day paid staff outing to beautify the downtown Fall River areas as well as local parks. We will advertise this event in the community 45 days in advance and invite community members 21 and older to participate. We will provide clean up materials and tools as well as lunch and snacks for those who participate.
- For employees who are not able to make it to our yearly organized clean up event, we will provide 8 hours of paid time for them to volunteer their time with an organization that serves individuals 21 and older in the communities within census tracts identified in this plan. We will disclose the name and mission of the organizations to the CCC if needed, and/or obtain written permission from them prior to volunteering.

¹ <https://opportunitydb.com/cities/massachusetts/fall-river/>

Measurements

- We will keep track of who participates and aim to have more than a 90% participation rate in our clean up event
- We will keep track of who participates and aim to have a 1:1 ratio of staff and community volunteers
- We will develop a short survey for our participants and aim to have a 90% positive response rate
- We will host 1 clean up day each year for the first two years, and two clean up days by year 5.

Goal 2

Create and administer a 6 month long mentor program designed for one yearly participant. This mentorship program will be unpaid and so the schedule will be based upon the applicants availability. Preference will be given to applicants that reside in the census tracts identified in this plan or other census tracts in Fallriver, or that have had a drug-related CORI (who is otherwise legally employable in a cannabis-related enterprise), or that are Certified Economic Empowerment recipients.

Program

- Advertising the mentorship to local colleges and vocational assistance organizations that serve individuals 21 and over and are located in the census tracts identified in this plan. Use social media to share information about the program and answer questions.
- Providing educational curriculum on the main aspects of the industry, including but not limited to the growing, manufacturing, distribution, and retail of cannabis. understand which aspect of the industry is best aligned with their career interests and goals.
- Providing technical assistance on creating and/or running a business, including but not limited to presenting, creating pitch decks, and business plans.
- Provide professional networking opportunities by introducing them to our suppliers, and recommending events to attend.

Measurement

- The preferred outcome is for this individual to obtain employment within 90 days of the conclusion of the 6-month mentorship, so we will measure the time it takes for them to obtain employment.
- Our program will have one participant each year for the first two years, and two participants each year by year 5
- Our program will be unpaid for the first two years, and an hourly rate will be provided year 3-5.

Accountability

- Management will meet at least twice annually to assess community impact hiring goals.
 - The assessment will also include a remediation plan to meet the goals if the Company is not on track to meet them by the specified time period; or
 - If the Company has met the goal early, determine if the goals need to be increased

Acknowledgments

We will adhere to the requirements set forth in 935 CMR 500.105(4), which governs the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every cannabis Establishment. Any actions taken or programs instituted by our Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Our Company acknowledges that the progress or success of its plan must be documented upon renewal, one year from provisional licensure and each year thereafter.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001480334

1. The exact name of the limited liability company is: SEARS FARM WELLNESS, LLC.

2a. Location of its principal office:

No. and Street: 37 BLACKSTONE BLVD
 City or Town: PROVIDENCE State: RI Zip: 02906 Country: USA

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

No. and Street: 215 SEARS ROAD
 City or Town: SWANSEA, MA State: MA Zip: 02777 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: WILLIAM K. SHERRY
 No. and Street: 215 SEARS ROAD
 City or Town: SWANSEA State: MA Zip: 02777 Country: USA

I, WILLIAM K. SHERRY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	WILLIAM KILPATRICK SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
MANAGER	WILLIAM HENRY SHERRY JR.	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
MANAGER	ELIZABETH KILPATRICK SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
MANAGER	MOIRA KILPATRICK SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
MANAGER	MARGARET KILPATRICK BROWNELL	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	WILLIAM H. SHERRY JR.	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
REAL PROPERTY	ELIZABETH K SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
REAL PROPERTY	WILLIAM K SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
REAL PROPERTY	MOIR K SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
REAL PROPERTY	MARGARET K BROWNELL	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA

9. Additional matters:

SEARS FARM WELLNESS, LLC IS OWNED IN EQUAL SHARES BY THE FIVE MEMBERS. THE MEMBERS, WILLIAM H. SHERRY JR., ELIZABETH K. SHERRY, MOIRA K. SHERRY, MARGARET K. BROWNELL, AND WILLIAM K. SHERRY EACH INDIVIDUALLY HOLD A 20% PERCENT VOTING AND OWNERSHIP SHARE IN THE LLC. THE OWNERSHIP BREAKDOWN OF THE SEARS FARM WELLNESS, LLC. IS AS FOLLOWS. WILLIAM H. SHERRY JR. - 20% VOTING RIGHTS AND OWNERSHIP ELIZABETH K. SHERRY - 20% VOTING RIGHTS AND OWNERSHIP MOIRA K. SHERRY - 20% VOTING RIGHTS AND OWNERSHIP WILLIAM K. SHERRY - 20% VOTING RIGHTS AND OWNERSHIP MARGARET K. BROWNELL - 20% VOTING RIGHTS AND OWNERSHIP

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of January, 2021,
WILLIAM K. SHERRY

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

THE COMMONWEALTH OF MASSACHUSETTS

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

January 11, 2021 04:33 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001480334

The date of filing of the original certificate of organization: 1/11/2021

1.a. Exact name of the limited liability company: SEARS FARM WELLNESS, LLC.

1.b. The exact name of the limited liability company *as amended*, is: SEARS FARM WELLNESS, LLC.

2a. Location of its principal office:

No. and Street: 37 BLACKSTONE BLVD
 City or Town: PROVIDENCE State: RI Zip: 02906 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: WILLIAM K. SHERRY
 No. and Street: 215 SEARS ROAD
 City or Town: SWANSEA State: MA Zip: 02777 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MOIRA KILPATRICK SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
MANAGER	MARGARET KILPATRICK BROWNELL	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
MANAGER	WILLIAM KILPATRICK SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARGARET K BROWNELL	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
REAL PROPERTY	WILLIAM K SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA
REAL PROPERTY	MOIRA K SHERRY	37 BLACKSTONE BLVD PROVIDENCE, RI 02906 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVED TWO MEMBERS

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of January, 2021,
WILLIAM K SHERRY , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

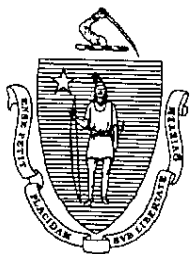
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

January 25, 2021 12:53 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

May 18, 2022

TO WHOM IT MAY CONCERN:

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

SEARS FARM WELLNESS, LLC.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 11, 2021.**

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

I also certify that the names of all managers listed in the most recent filing are: **MOIRA KILPATRICK SHERRY, MARGARET KILPATRICK BROWNELL, WILLIAM KILPATRICK SHERRY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MOIRA KILPATRICK SHERRY, MARGARET KILPATRICK BROWNELL, WILLIAM KILPATRICK SHERRY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARGARET K BROWNELL, WILLIAM K SHERRY, MOIRA K SHERRY**

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: L1735067072
Notice Date: May 9, 2022
Case ID: 0-001-505-079



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SEARS FARM WELLNESS, LLC
37 BLACKSTONE BLVD
PROVIDENCE RI 02906-5411

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



394042055

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Sears Farm Wellness, LLC
37 BLACKSTONE BLVD
PROVIDENCE, RI 02906-5411

EAN: 22231873
May 19, 2022

Certificate Id:59217

The Department of Unemployment Assistance certifies that as of 5/19/2022 ,Sears Farm Wellness, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

To Whom It May Concern,

Elizabeth K. Sherry has been removed from the “Application of Intent” and has neither direct or indirect control of Sears Farm Wellness LLC.

Please refer to ‘Articles of Organization 2’.

Sincerely,

<i>Margaret Brownell</i>	dotloop verified 06/22/22 10:27 PM EDT N8LM-XJUT-4QBW-PE9M
--------------------------	--

Margaret K. Brownell

<i>William Sherry</i>	dotloop verified 06/22/22 12:05 PM EDT SBOS-BF77-PDTW-RASP
-----------------------	--

William K. Sherry

<i>Maira Sherry</i>	dotloop verified 06/22/22 8:55 PM EDT SANQ-8L3K-U3JN-IYNW
---------------------	---

Maira K. Sherry

OPERATING AGREEMENT
OF SEARS FARM WELLNESS, LLC

This Operating Agreement of Sears Farm Wellness, LLC, dated January 25, 2021, is between Moira Kilpatrick Sherry, Margaret Kilpatrick Brownell, and William Kilpatrick Sherry, (collectively "Members"). The Members, intending to form a Limited Liability Company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree:

1. *Name of LLC.* The name of the LLC is Sears Farm Wellness, LLC (the "LLC").

2. *Business of LLC; Purposes and Powers.*

(a) The general character of the business of the LLC is to engage in the following: investment in, ownership, and management of a retail recreational marijuana business, and to engage in any activities, directly or indirectly related or essential thereto, and to engage in any other business not prohibited under the Act or applicable law.

(b) The LLC shall be member-managed. All decisions respecting any matters set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the members by action of a majority and number thereof, unless this agreement, the act or other applicable law requires a greater number or percentage of members.

The Members shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Members shall be authorized, for and on behalf of the LLC to do the following:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify whether or not related to the LLC or the LLC's assets and as security therefore to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants, and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members in their discretion deem necessary or appropriate in connection with the organization of the LLC and the carrying out of its obligations and responsibilities under this or any other agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner

that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made and supplies necessary for the proper operation, maintenance and repair of LLC's property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

(c) Any Member of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. Any Member is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.

3. *Office of the Limited Liability Company.* The address of the office of the LLC for purposes of Section 5 of the Act is 37 Blackstone Blvd, Providence, Rhode Island 02906.

4. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is William K. Sherry, 215 Sears Road, Swansea, MA 02777.

5. *Members' Names and Business Addresses.* The names and business addresses of the Members are set forth on Schedule A attached hereto.

6. *Term of LLC.*

(a) The term of the LLC commenced on January 25, 2021 upon filing on the date hereof a Certificate of Amendment in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC has terminated by agreement of the Members, unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 6(b), below, or pursuant to the Act.

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

7. *Capital Contributions, Capital Accounts and Liability of Members.*

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite each Member's name on Schedule A, hereto. Additional capital contributions may be made by any member if agreed to by all Members.

Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member of the LLC, except as specifically provided in this Agreement.

(b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with the Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC, and such Member's share of the net profits of the LLC and any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC, and if any, items in the nature of losses or deductions separately allocated to the Members.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limited the foregoing, (i) no Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account, and (ii) the failure of the LLC to observe any formalities or requirements relating to exercises 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 or Managers for liabilities of the LLC.

8. *Return of Contributions.* The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

9. *Share of Net Profits, Net Losses and Cash Distributions.*

(a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective capital contributions. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances, (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)), in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash.

The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulation Section 1.704-1 (b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentage in which the Members share in net profits and net losses.

(c) Umar Ali shall be the "tax matters partner" for the LLC for purposes of the Code.

(d) No Member shall have any right to distributions respecting his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except

as expressly set forth in this Agreement.

10. *Substitution and Assignment of a Member's Interest; Resignation; Additional Members.*

(a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and have no effect whatsoever.

(b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of the all other Members.

(c) A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members.

(d) Additional Members may be admitted to the LLC if agree to by all Members.

11. *Miscellaneous*

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members and their duly authorized representatives shall, at all reasonable times have access to such books.

(b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for the LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation, which accounts shall be used for the payment of all expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held, and disbursed by the Members for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and ever provision hereof, shall be binding upon and inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all of the Members, notwithstanding that all Members have not signed the same counterpart.


(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC in his, her or its capacity as a Member.

(i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

(j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury on this 24th day of January, 2014.

MEMBER:



Moira Kilpatrick Sherry

MEMBER:



Margaret Kilpatrick Brownell

MEMBER:



William K. Sherry

SCHEDULE A TO OPERATING AGREEMENT

MEMBERS

Moira Kilpatrick Sherry
37 Blackstone Blvd.
Providence, RI 02906

Percentage of Ownership
33.33%

Margaret Kilpatrick Brownell
37 Blackstone Blvd
Providence, RI 02906

Percentage of Ownership
33.33%

William K. Sherry
37 Blackstone Blvd.
Providence, RI 02906

Percentage of Ownership
33.33%

Sears Farms Wellness LLC

Plan for Obtaining Liability Insurance

Once licensed, Sears Farms Wellness LLC will obtain a policy that shall include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence.

Sears Farms Wellness LLC is currently in the process of obtaining 3 different quotes and will be choosing one when licensed.

Sears Farm Wellness, LLC Business Plan

About Us

Sears Farm Wellness LLC is committed to an inclusive working environment that equally serves a diverse range of individuals. We believe that greater diversity leads to greater innovation. Our company values include diversity at their core in order to promote equity among people of all gender identities, sexual orientation, women, minorities, and people with disabilities. As a majority women-owned business, Sears Farm Wellness strives to empower and strengthen the network of woman-owned and minority-owned cannabis businesses in Massachusetts through education, mentorship, and collaboration.

Located on one of the busiest streets in Swansea, Massachusetts, our facility is well positioned to effectively serve a wide range of diverse customers in the area. Our goal is to give every client first class treatment that is inclusive for all.

Our knowledgeable bud-tenders will navigate and guide our customers through our vast product variety featuring carefully sourced, high quality cannabis flowers, concentrates, edibles and more.

Our mission: To provide high quality cannabis to customers in the adult use market, with a product and service they can trust. To build our brand on the core values of customer service and care, hospitality, highest standards of quality, honesty, integrity and community outreach.

Vision: Have long standing relationships with our customers, contributing positively to their wellness.

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

Management: Our owners have several years' experience and will develop strong vendor relationships and many strategic partnerships extending nationally and covering all areas of the Cannabis Industry.

Products

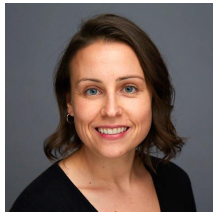
Aside from the dispensing of cannabis plant material and concentrates which is our core product, Sears Farm Wellness will sell a wide range of additional cannabis products, such as

edibles and topicals. We will also engage in the sale of accessories and supplies related to concentrate delivery methods.

Customer Service

Sears Farm Wellness retail store will ensure that all our customers are given first class treatment 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 base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique needs.

Executive Team



Moira K. Sherry, Chief Executive Officer

Moira K. Sherry is a Business Operations professional with 15+ years of experience managing business applications and teams in software, services, and non-profit organizations. She graduated from Rensselaer Polytechnic Institute with a B.S. in Technological Management.



Margaret K. Brownell, Chief Marketing Officer

Margaret K. Sherry is a Mortgage Lending professional with a decade of experience in financing and customer service. She graduated from Keene State College with a B.A. in Communications.



William K. Sherry, Chief Operating Officer

William K. Sherry is a Real Estate professional working for Mott & Chace Sotheby's Intl. servicing MA & RI. He has been a small business professional throughout his career, owning and operating a grocery store in Providence, RI along with holding a position of Vice President at Sherry Construction Corporation in Swansea, MA. He graduated from the University of Connecticut with a B.S. in Economics.

Market Analysis

Global Market

In 2019, the global legal cannabis market was estimated at about \$14.7 billion. The August 2020 update to BDSA's global legal cannabis forecast shows that global cannabis sales for 2020 reaching more than \$20 billion¹.

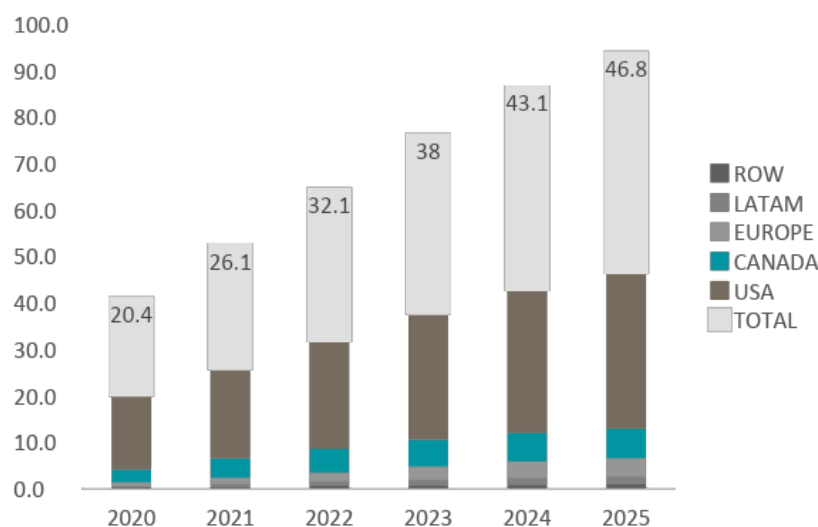


Figure 2. Global spending by region (in USD billions), BDSA forecast

Spending on legal cannabis worldwide is expected to reach about \$43 billion by 2024 at a compound annual growth rate (CAGR) of 25% from 2019 and hit \$57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about \$46.5 billion and other \$10.5 billion would go to other markets. The largest growth rate is predicted within the rest-of-world markets with projected \$2.5 billion in 2027.

The U.S. Cannabis Market

The U.S. legal cannabis sales reached \$12.2 billion in 2019 according to the Arcview/BDS report and experts forecast that 2020 sales should reach \$16.3 billion (about \$10 billion of

¹ <https://blog.bdsa.com/global-cannabis-markets-to-reach-nearly-20-billion-in-2020>

adult-use sales and \$6.3 billion for medical sales) and by 2024 could be as high as \$31.1 billion.

Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, 70% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, which provides even more future opportunities for adult use regulation.

Marijuana Laws by State

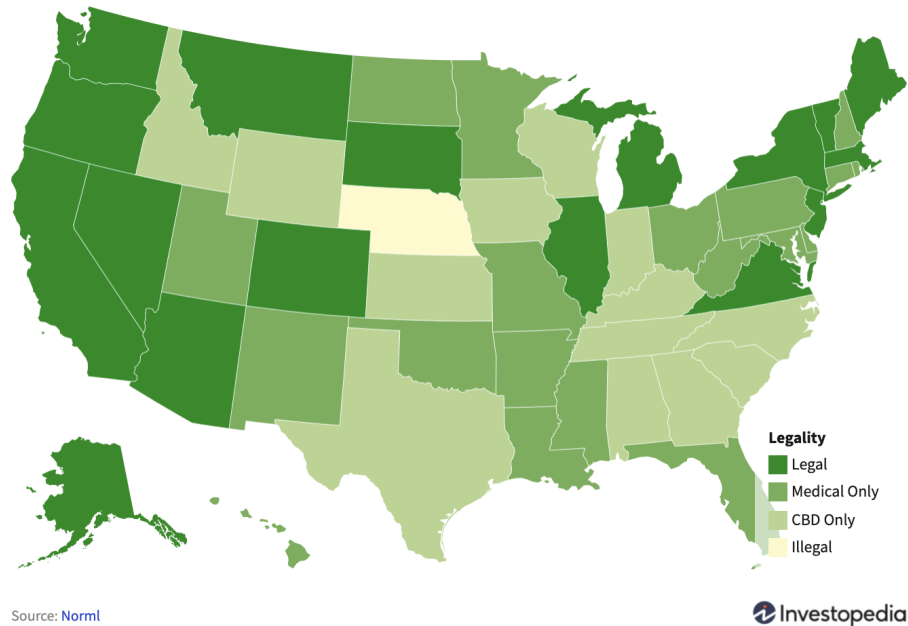


Figure 1. Marijuana Laws by State, Investopedia, Norml, 2021²

Massachusetts Cannabis Market

Massachusetts began accepting applications in 2018 which could mean that many of the initial application hurdles have subsided. As seen in the chart below, adult use sales are expected to increase to \$2.6 billion dollars by 2025³. Massachusetts is an attractive market for many because it is a highly populated state. Additionally, our brand and location will serve consumers who reside in jurisdictions that have banned cannabis, and that currently patron alternate markets.

² <https://www.investopedia.com/articles/investing/111015/future-marijuana-industry-america.asp>

³ <https://mjbizdaily.com/massachusetts-marijuana-market-offers-select-cultivation-retail-opportunities/>

Adult-Use Sales Soar in Massachusetts

Recreational marijuana sales in the state this year already have exceeded last year's total and are projected to double between 2021-25.

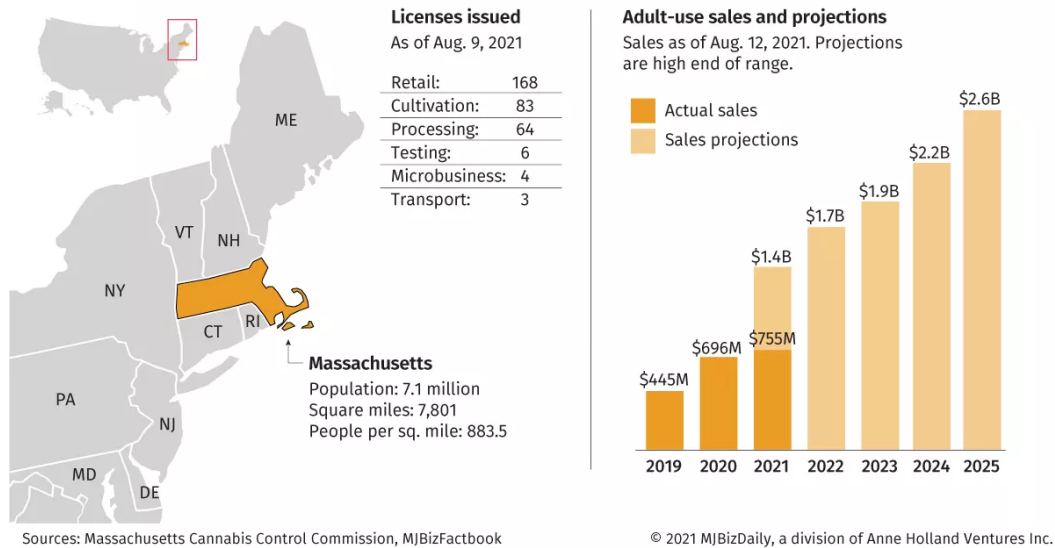


Figure 2. Adult-Use Sales Soar in Massachusetts, MjBizDaily, 2021

Strategy and Implementation

Cannabis Store Location and Facilities

Sears Farm Wellness initial retail store will be located at. It is conveniently located off of I-195 and Route 6, and is situated near prime shopping areas (Target, the Swansea Mall, and Wal-Mart). It is a short drive from Rhode Island, which has not yet approved the sales of recreational marijuana.

Quality Product and Customer Service

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated and infused products produced, the service offered, the location where the cultivation and extraction will be done. The branding of Sears Farm Wellness centered around quality products and experiences plays a significant role.

Even though competition is stiff, especially from the big, well-backed enterprises, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis operations will always struggle with larger based cannabis operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their way to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Sears Farm Wellness will ensure that all our customers are given first class treatment by our knowledgeable bud tenders and staff. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our base grows.

We will develop a reputable brand and consistent purchaser base through effective marketing and quality service to become a recognized, established source of exceptional cannabis and cannabis products. Our marketing and sales strategy will focus on generating long-term, personalized relationships with our purchasers. We will also foster brand loyalty with our high-quality products and friendly, knowledgeable service.

Financial Projections

Market Size

- Population of Swansea: 17,144
- Estimated consumers (@16%⁴): 2,743
- Total Dispensaries in Swansea: 0, but there is one 3 miles away in Somerset, MA, and another is 5 miles away in Fall River, across the Veterans Memorial Bridge
- Estimated consumers divided by total dispensaries: 2,743
- Estimated daily consumption including surrounding neighborhoods: 100-200 customers a day at \$50-100/customer

This calculation does not include the estimated consumers of surrounding neighborhoods, nor tourists, so we anticipate daily consumption and purchases to be higher.

Funding

This initial self sourced funding of \$30,000 will cover legal services, consulting fees, application and related expenses along with other pre-operational costs. In lieu of loans and financing from FDIC-backed banks that currently do not provide such services to the legal cannabis industry, much of our subsequent capital needs will be raised through equity ownership in the company. During this phase of raising capital, we will concentrate on family and friends as the primary sources of capital. Focusing on raising capital from family

⁴ <https://flowhub.com/cannabis-industry-statistics>

and friends will allow us to bring in equity partners who align with our company's mission and values. Casual discussions with family and friends have been received by an overwhelming level of support, interest, and desire to invest. Although no financial commitments have been established, there have been several verbal commitments to invest upon receipt of the conditional license. Accordingly, we anticipate being able to raise the remaining amount of capital needed to finance our construction costs, equipment needs, and provide for additional working capital until the business is fully operational.

Ultimately, we are looking to raise approximately \$800,000-1,000,000 in additional capital via equity ownership and are confident that this can be accomplished through family and friends given what has been expressed to-date. All Persons of Interest that receive equity ownership in the company will be fully disclosed to the State with all requisite personal history disclosure and related information.

Pre-Opening Operating Costs

We have taken great care to guarantee that we are ready to begin building out our facility on the first day of our license being awarded. Our tenant improvements were negotiated into our lease agreement to be move in ready, and so we do not anticipate any costs related to permitting or construction. The following costs will also be included into our lease agreement: site work, plumbing, utilities, electrical, vault construction, carpentry, fire panel, interior modular buildout, signage, landscaping, and security, which will cover the costs of purchasing and installing high-definition cameras, secure doors, biometric access points, a burglar alarm system, and network servers.

Table 3. Pre Opening Operating Costs	
Source/Use	Amount
Capital	30,000
Pre-Opening Expenses	
- Legal/Consulting	5,000
- Marketing	10,000
- Office/Banking/Insurance	5,000
- Retail Application Fee: \$1,500 - Fingerprinting and Background Checks	1,500 unknown*

**we do not anticipate these expenses to be significant*

Post-Opening Operating Costs

We are confident that we will find investors that share the same values of catering to the consumer as we do. Once a license is issued, many are more inclined to fund operating costs. See Table 4 for our anticipated yearly costs and revenue.

Staff Costs

For the first year, we will have one security personnel and four budtenders. Some of us will also work as budtenders on an as needed basis during our first year of operation as a cost saving mechanism. We will train knowledgeable and friendly staff who will help clients select the best product for their needs. We will also have one security personnel. Entry level positions will start at \$20.00/hour for our security personnel, and at \$22.00 for our budtenders. Lastly, our General Manager will be salaried around \$105,000 per year.

Inventory

We are currently in negotiation with vendors to support our initial inventory through a credit system, and we are confident that we can also raise any additional amount required. A vendor has already communicated that they will grant us a \$75,000 credit. We anticipate costs to be around \$200,000 every quarter.

Marketing

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 cannabis 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 Sears Farm Wellness will be based on generating long-term personalized relationships with wholesalers and retail customers. We anticipate our marketing costs to be \$170,000 a year.

Marketing and advertising campaign includes:

- **Business and industry associations**

- **Business events and conferences:** It also includes event sponsorships, health, or related industry events to gain brand exposure and bring the Sears Farm Wellness name to the forefront of the community.
- **Brand development:** It includes branded products such as shirts, hats, grinders, cases/containers, etc. will be offered through our online store.
- **Brochures:** We will produce high-quality brochures that will be distributed to doctors who issue cannabis prescriptions, clinics and other licensed vendors.
- **Website:** We will have a professionally-designed website integrated with a payment system.
- **Social Media:** We will have a significant social media presence. Appropriate forums will be monitored daily, with dedicated staff resources to be active and knowledgeable participants. We will develop a social media content strategy which will include Twitter, Facebook, Instagram, LinkedIn and YouTube. Our staff will be trained in the legalities of promoting our products.
- **Guerrilla marketing:** Implementing a guerrilla marketing division to focus on low-cost unconventional marketing tactics that yield maximum results.

Table 3. Cannabis business directories

WEEDMAP https://weedmaps.com/	Cannabis store finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFY https://www.leafly.com/	Leafy is a cannabis information resource for finding the right strains and products.	Leafy has 226.27 thousand total visits each month.
https://www.cannasaver.com/	Canna-Saver is website for cannabis and related coupons, devoted to cannabis deals and savings.	Cannasaver has 310.04 thousand total visits each month.
http://cannabiscouponcodes.com/	Website with cannabis coupon codes.	Cannabiscouponcodes has 81.49 thousand total visits each month.

Sales Forecast

During the first year, we expect to generate about \$4,000,000 in revenue.

From the second year, we expect to generate income from \$10,000-\$13,000 a day for the first few months, increasing to about \$15,000 a day within 1-2 years of the retail store's grand opening.

From the third year Sears Farm Wellness expects a healthy annual increase in retail revenue.

Table 4. Yearly Cash Flow	
Revenue/Cost	Amount
Operating Revenue	\$4m/year
Operating Cost	
- Real Estate	\$120,000/year, \$10,000/month
- Other fixed costs (internet, security system, POS, banking, insurance etc)	\$40,800/year
- Payroll	\$360,000/year General Manager, budtenders, security
- Product/Inventory	\$1-1.5million/year (Will get 75k credit to start, then will pay from revenue)
- Marketing	\$170,000/year
- Other large costs	\$200,000/year
- Other <ul style="list-style-type: none">- Monthly Metrc Program fees- Metrc tags- Application fees for registering agents	<i>Not included because they are not significant figures</i>
Total/Profit before taxes (Operating revenue-operating cost)	1-2m/year

Compliance with 935 CMR 500.00

Restricting Access to age 21 and older

Introduction

Pursuant to 935 CMR 500.050(5)(b), Sears Farm Wellness LLC will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID.

Proof of ID

Upon entry into the premises of the marijuana establishment by an individual, a Sears Farm Wellness registered agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

Enforcement and Compliance

In the event Sears Farm Wellness learns 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)(l).

Sears Farm Wellness will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Our staff will be trained on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties.

Access to our facility will require any and all individuals looking to gain access to provide proof that they are 21 years of age or older prior to entering any area of the facility. At the counter where you will pay for your product there will be a second scan of the individual's ID. An ID scanning device will be utilized as part of the age confirmation process to ensure that individuals with expired or false identification are unable to enter the retail areas of the facility.

Website and Marketing

In accordance with 935 CMR 500.105(4)(b)(13), the website for Sears Farm Wellness will require all online visitors to verify they are 21 years of age or older prior to accessing the page.

Pursuant to 935 CMR 500.105(4), Sears Farm Wellness 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. Sears Farm Wellness will also ensure that, pursuant to 935 CMR 500.150(1)(b), no edible products that are manufactured or sold will feature realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, and that all 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.

Compliance with 935 CMR 500.105(3); 500.160

Quality Control and Testing Requirements for Marijuana Establishments

Introduction

Sears Farms Wellness LLC (Sears Farm Wellness) will make every effort to ensure product quality and safety for all marijuana and marijuana-infused products (MIPs). All products will be thoroughly inspected before being placed on our shelves. If any concerns are raised, the product will be removed from the shelves until it passes further inspection. Any products that do not meet our strict quality standards will not be made available to consumers. Any product that exhibits a probability that the product might cause adverse health consequences will be recalled and disposed of in accordance with 935 CMR 500.105(12).

No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of marijuana products will be performed by an Independent Testing Laboratory.

Sears Farm Wellness has a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified above. Any such policy will include:

- Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch; and
- The notification must be from both this Marijuana Establishment and the Independent Testing Laboratory, separately and directly; and
- The notification from this Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Transportation

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13), and all storage and transportation of marijuana and MIPs will be under conditions that will protect against deterioration and physical, chemical, and microbial contamination.

Sears Farm Wellness' 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).

Storage

All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

Sears Farm Wellness will not sell or otherwise market 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 for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Sears Farm Wellness' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Sears Farm Wellness 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.

Quality Control and Compliance

Sears Farm Wellness will comply with the following sanitary requirements:

1. Any Sears Farm wellness agent whose job includes contact with marijuana or nonedible marijuana products, 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 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Sears Farm Wellness agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Sears Farm Wellness' 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 Sears Farm Wellness' 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. Sears Farm Wellness' facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Sears Farm Wellness will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Sears Farm Wellness' floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Sears Farm Wellness' facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Sears Farm Wellness' buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Sears Farm Wellness 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 labeled instructions.
10. 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. Sears Farm Wellness will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
13. Sears Farm Wellness' 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. Sears Farm Wellness will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
15. Sears Farm Wellness 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. Sears Farm Wellness 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.

Disposal

All excess marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

For any recalled products, we will immediately notify the Marijuana Cultivator or Marijuana Product Manufacturer from whom the product was purchased that the product is defective so they can take the proper remedial action. Sears Farm Wellness will maintain the results of all testing for no less than one year.

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.

Sears Farm Wellness 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 Sears Farm Wellness to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

All waste, including waste composed of or containing finished marijuana and MIPs, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

When marijuana or MIPs are disposed of, the dispensary must create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. The dispensary shall keep disposal records for at least two years.

Task Procedure

All products identified for destruction are destroyed every [will exact days and times once licensed]. Our authorized garbage removal service occurs every [will exact days and times once licensed].

- A. Once an item has been identified for destruction (e.g., packaging has been tampered with, product is past its expiration date, product was abandoned), update the item in the POS to reflect disposal status. For example, update quantity to “0”, update “reason” to “destroy,” and then select “destroy item.” Be sure to include a description for the reason for destruction within the “Update Reason” box.
- B. Once updated in the POS, remove item in its original packaging from dispensary floor and transfer to the assigned disposal box located within the vault.
- C. Each [will exact days and times once licensed], use the Destroy Log to document the following information:
 - a. Cause for disposal
 - b. Product weight (see section below)
 - c. Date of disposal
 - d. Method of disposal

- e. Name and agent identification number of the employee responsible for the disposal.
- D. Each item marked for disposal must be weighed prior to mixing. Utilize the scale located in the Receiving room to weigh each individual item. Be sure to update this weight in the Destroy Log.
- E. Once all items are weighed, separate MIPs from flower products.
- F. Grind each set of items using the grinder located in receiving room, ensuring the finest grind possible to so as to render the product unusable.
 - a. For edible items where grinding is difficult (e.g., medicated gummies), first melt the products using the microwave in the receiving room. Next, apply bleach directly to the product.
 - b. Vaporizer cartridges must be destroyed using a hammer. Safety measures, including wearing gloves and eye protection, must be observed during the destruction process.
 - c. All other concentrates (such as wax, for example) will be submerged in bleach to render the product unusable.
- G. Using the scale, weigh each category of products (i.e., flower marijuana and MIPs). Record the total waste weight for each category in the Destroy Log.
- H. Using the potting soil located in the assigned disposal area, mix the marijuana identified for destruction with 50% compostable material (i.e., potting soil).
- I. Place destroyed product in designated bin inside the vault. Destroyed product must remain in the vault until it is collected by the authorized garbage removal service. Either the GM or the Dispensary Associate who is designated for product destruction must physically remove the destroyed bin from the vault and place it in the exterior trash receptacle when the authorized trash collector arrives.
- J. If destruction needs to take place at a time other than the standard designated time for this dispensary, (e.g. if we are closed for a holiday), report the destruction according to the state-mandated procedure.

Compliance with 935 CMR 500.105(1)

Personnel Policies for Marijuana Establishments

Introduction

Sears Farms Wellness LLC will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Sears Farm Wellness will keep, at a minimum, the following personnel records:

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

Job Descriptions

Security Agent (2) - reports to GM

Security Agents monitor Sears Farm Wellness's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Sears Farm Wellness facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents will perform the following duties on a rotational basis, and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Sears Farm Wellness 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 the Sears Farm Wellness facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Sears Farm Wellness agents from the facility during non-business hours and perform security checks at designated intervals.
- Oversee the Plan for Positive Impact and Diversity Plan Annual Report

General Manager Manager (1)

The General 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 dispensary inventory;
- 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, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate/Budtender (4)

Inventory Associates support the General Manager (or Inventory Manager) during day-to-day operations.

Responsibilities include, but are not limited to:

- 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
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Sears Farm Wellness's policies and procedures for waste disposal are adhered to.

For the first two years, the owners of Sears Farms Wellness LLC will assume some of these roles as a cost saving mechanism, however, they will be hiring for some of these roles in the future.

Human Resources Manager

The Human Resources Manager at Sears Farm Wellness will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Sears Farm Wellness, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Sears Farm Wellness agents;
- Review and revise Sears Farm Wellness personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Sears Farm Wellness agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;

- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

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 dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining relationships with vendors and suppliers, as well as the Vendor Diversity Contact List
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Retail Manager

Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent

Member Services Agents ensure that each customer is treated with respect while at a Sears Farm Wellness facility 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 that customers have a positive experience at a Sears Farm Wellness facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Sears Farm Wellness;
- Properly setting up product displays pursuant to Sears Farm Wellness policies and procedures;

- Executing and enforcing compliance with Commission regulations and Sears Farm Wellness policies and procedures;
- Understanding sales transactions
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

- Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Sears Farm Wellness 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;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- 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.

Personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

Sears Farm Wellness's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Sears Farm Wellness's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Sears Farm Wellness's Diversity Plan and Community Initiatives;

- Sears Farm Wellness's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Sears Farm Wellness is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Sears Farm Wellness's mission to provide a professional workplace free from harassment and discrimination for employees. Sears Farm Wellness will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Sears Farm Wellness's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Sears Farm Wellness employees or customers is also condemned and will be promptly addressed.

Out policy will notify persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, including provisions prohibiting discrimination and providing reasonable accommodations.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Sears Farm Wellness facility will be immediately terminated, and any customer found carrying a weapon on the premises will be

asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at Sears Farm Wellness varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements are met.

Business Hours

- Monday: 10:00 a.m. – 8:00 p.m.
- Tuesday: 10:00 a.m. – 8:00 p.m.
- Wednesday: 10:00 a.m. – 8:00 p.m.
- Thursday: 10:00 a.m. – 8:00 p.m.
- Friday: 10:00 a.m. – 8:00 p.m.
- Saturday: 10:00 a.m. – 8:00 p.m.
- Sunday: 10:00 a.m. – 8:00 p.m.

Overview of Personnel Policies and Procedures

Standard Employment Practices

Sears Farm Wellness values the contributions of its management and staff positions. Sears Farm Wellness will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Sears Farm Wellness's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Sears Farm Wellness will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

Sears Farm Wellness may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at Sears Farm Wellness are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a quarterly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month for new employees during the first year and annually thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Sears Farm Wellness leave policies will comply with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Sears Farm Wellness will determine which holidays will be observed and which departments will not be required to work. Sears Farm Wellness will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Sears Farm Wellness anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies Purpose

Sears Farm Wellness's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Sears Farm Wellness's progressive discipline policies and procedures have been designed consistent with Sears Farm Wellness's organizational values, best practices, and state and federal employment laws.

Sears Farm Wellness reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Sears Farm Wellness as an organization.

Procedure

Step 1: Counseling and Verbal Warning Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Sears Farm Wellness recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non Exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Sears Farm Wellness will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Sears Farm Wellness reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Sears Farm Wellness and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject

to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Sears Farm Wellness, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation
 - a. Resignation is a voluntary act initiated by the employee to end employment with Sears Farm Wellness. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.
2. Retirement
 - a. An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Sears Farm Wellness to give special recognition to employees at the time of their retirement.
3. Job Abandonment
 - a. An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.
4. Termination
 - a. Employees of Sears Farm Wellness are employed on an at-will basis, and the company retains the right to terminate an employee at any time.
5. Reduction in Workforce
 - a. An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.
6. Release

- a. Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Sears Farm Wellness to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Sears Farm Wellness is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of

termination from employment due to a policy violation will be ineligible for rehire.

Compensation As an employer, Sears Farm Wellness believes that it is in the best interest of both the organization and Sears Farm Wellness's employees to fairly compensate its workforce for the value of the work provided. It is Sears Farm Wellness's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Sears Farm Wellness, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Sears Farm Wellness.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that Sears Farm Wellness is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Sears Farm Wellness will undergo a detailed background investigation prior to being granted access to a Sears Farm Wellness facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Sears Farm Wellness pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: CORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Sears Farm Wellness will consider:
 - All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Sears Farm Wellness will:
 - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.

- Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Sears Farm Wellness will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Sears Farm Wellness will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Sears Farm Wellness along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

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

Compliance with 935 CMR 500.105(1); 500.105(8); 500.105(9)

Recordkeeping Procedures for Marijuana Establishments

Introduction

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

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Sears Farm Wellness, in accordance with 935 CMR 500.105(9)(d)(2).

Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

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

Recordkeeping Procedures

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

To ensure that Sears Farm Wellness is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Sears Farm Wellness' quarter-end closing procedures. In addition, Sears Farm Wellness' 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

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
 - Secretary of State Filings

Business Record

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 Sears Farm Wellness, 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 Sears Farm Wellness 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.

Handling and Testing of Marijuana Records

- Sears Farm Wellness 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.

Incident Reporting Records

- Sears Farm Wellness will notify appropriate Law Enforcement Authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than 24 hours following discovery of the breach or incident.
- Sears Farm Wellness shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate Law Enforcement Authorities were notified. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Sears Farm Wellness 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 within their lawful jurisdiction 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, Sears Farm Wellness 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 Sears Farm Wellness agents present during the disposal or handling, with their signatures. Sears Farm Wellness 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.

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

- Sears Farm Wellness 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 Sears Farm Wellness closes, all records will be kept for at least two (2) years at Sears Farm Wellness' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Sears Farm Wellness 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 Sears Farm Wellness' 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 Sears Farm Wellness' 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;
- 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 Sears Farm Wellness 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 Sears Farm Wellness, and members, if any, of the licensee must be made available upon request by any individual. Pursuant to 935 CMR 500.105(1)(n) this requirement may be fulfilled by placing this information on Sears Farm Wellness' website.
- Policies and procedures for the handling of cash on Sears Farm Wellness 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

Record-Retention

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

Compliance with 935 CMR 500.105(9); 500.140(6)

Maintenance of Financial Records

Introduction

EVG Farms LLC standard operating policies and procedures ensure financial records are accurate and maintained in compliance with 935 CMR 500.105(9) and 500.140. Financial records maintenance measures include policies and procedures requiring that:

- 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

- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - 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.

Recording of Sales

- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- If co-located 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).

Other 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 500.550 or any other section of the Commission's regulations.

Software Security Protocols

- All staff are prohibited from utilizing software or other methods to manipulate or alter sales data.
- Monthly reports with analysis of equipment to verify that no software has been installed that could be utilized to manipulate or alter sales data will be conducted by a team of staff. If for any reason it is determined that software or other methods have been installed/utilized to manipulate or alter sales data: we will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

Compliance with 935 CMR 500.105(2)

Agent Qualifications and Training for Marijuana Establishments

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.

Sears Farm Wellness LLC (Sears Farm Wellness) will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Sears Farm Wellness discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Sears Farm Wellness 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 Sears Farm Wellness' 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 on-going training annually.

All of Sears Farm Wellness' 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. Sears Farm Wellness' new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired.

Sears Farm Wellness' owners, managers, and employees will then successfully complete the program once every year thereafter. Sears Farm Wellness 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. Sears Farm Wellness' 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, Sears Farm Wellness' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Diversity and inclusion training as stated in our Diversity Plan
2. 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;
3. Best practices for diversion prevention and prevention of sales to minors;
4. Compliance with tracking requirements;
5. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
6. Such other areas of training determined by the Commission to be included; and
7. Other significant state laws and rules affecting operators, such as:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability and license sanctions and court sanctions;
 - d. Waste disposal and health and safety standards;
 - e. Patrons prohibited from bringing marijuana onto licensed premises;
 - f. Permitted hours of sale and conduct of establishment;
 - g. Permitting inspections by state and local licensing and enforcement authorities;
 - h. Licensee responsibilities for activities occurring within licensed premises;
 - i. Maintenance of records and privacy issues; and
 - j. Prohibited purchases and practices.

Compliance with 935 CMR 500.105(15)

Energy Compliance Plan for Marijuana Establishments

Introduction

Sears Farms Wellness is committed to operating an environmentally conscious adult use cannabis dispensary in compliance with the environmental protection laws and regulations in the State of Illinois. In the following Environmental Plan, we describe our strategy to minimize our carbon footprint, environmental impact, and resource needs; including using energy with maximum efficiency, recycling, and limiting the production of waste whenever possible. We will also be engaging with energy efficiency programs offered pursuant to M.G.L.c. 25 § 21, or through municipal lighting plants.

We will demonstrate our commitment to protecting the environment by implementing a variety of measures at our dispensary, such as: contracting with cannabis suppliers who demonstrate a commitment to the environment; installing new and advanced lighting fixtures; optimizing heating and cooling equipment for maximum energy efficiency; encouraging our transporters to use electric or fuel efficient vehicles; implementing recycling and composting programs, including recyclable cannabis packaging; installing low water use toilets and faucets; limiting procurement to the minimum amount of materials necessary to operate our dispensary; and, assisting local, state, and national environmental organizations.

Additionally, we will establish policies, collect data, set target goals, and implement measures to continually reduce our environmental impact. Specifically, management will draft specific standard operating procedures (“SOPs”) and best practices guidelines for key impact areas, as well as thoroughly train all staff members on these procedures and practices.

Pertaining to our plans for Energy Efficiency and Conservation, pursuant to 935 CMR 500.105(15), we will work with our architects, engineers, and staff to identify several energy use reduction opportunities and related strategies to reduce our electric demand.

These may include the following:

Lighting

Using lighting that includes the following: Fluorescent T8 or T5 (No T1 2), Compact fluorescent, LED, or energy saving halogen lamps. Using EXIT signs with LED or electroluminescent alternatives. Using lighting controls such as dual technology occupancy (motion) sensors. Reducing standby power usage by powering down electronics when not in use, set computers to standby and utilize smart strips or other technologies to reduce total standby (vampire) power. Using energy efficient lighting with hoods for outdoor security purposes, which also reduces unwanted light pollution to neighbors.

Recycling and Reducing

Selecting suppliers who use recyclable containers and packaging for cannabis products whenever possible. Making sure to have a recycling dumpster on site.

Transportation

As much as we are able, we will source our cannabis products locally to minimize transportation and fossil fuel use.

When we choose to have company vehicles, we will use energy efficient vehicles such as hybrids, electric options, and other fuel-efficient vehicles, to keep their total carbon footprint to a minimum.

To partially offset the detrimental environmental impacts that may flow from our purchasers, we will encourage them to use public transportation by offering discounts to purchasers who use public transportation to reach our dispensary.

Heating and Cooling

Insulating all water heaters, storage tanks, and hot water. Installing a high efficiency water heater and appropriately insulating it. Have warranties in place and a preventative maintenance schedule for all appliances & HVAC systems to allow for routine scheduling of cleaning and repairing. Installing a High Efficiency Heating & Air Conditioning (HVAC) Unit using heat pumps. Use weather stripping to seal air gaps around all windows and doors and reduce risk of loss of heating and cooling and unnecessary contribution to greenhouse gas emissions.

Energy Efficiency

Purchasing and installing Energy Star rated appliances throughout the facility.

Water

Providing regular maintenance, routine inspections, repairs, and upgrades will ensure that facility pipes are functioning efficiently throughout the system. Stocking our restrooms and facilities with environmentally friendly cleaning supplies, provide training to staff on how to reduce water usage, and maintain eco-friendly cleaning practices. Training our staff in water conservation best practices, including proper hand washing techniques, as well as develop standard operating procedures to avoid wasteful water use, such as leaving faucets running. In our landscaping, we will use native plants and water efficient drip systems.

i-Sears Farm Wellness LLC
Diversity Plan for Marijuana Establishment

Statement of Purpose

As a majority women-owned business, Sears Farm Wellness LLC strives to empower and strengthen the network of woman-owned and minority-owned cannabis businesses in Massachusetts through education, mentorship, and collaboration, and so we have established a diversity plan to promote equity among Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people, in the operation of our establishment.

Our company values include diversity at their core and promote equity among people of all gender identities, sexual orientation, women, minorities, and people with disabilities. We believe that greater diversity leads to greater innovation and we are committed to an inclusive working environment that equally serves a diverse range of individuals.

Goals, Programs, and Measurements

Recruitment and Hiring	
Goal	To have a diverse workforce comprised of 50% women, 20% minorities, 10% people with disabilities, 10% veterans, and 10% people who identify as LGBTQ+.
Program	<ul style="list-style-type: none">• Hire a Diversity Equity and Inclusion specialist to develop job description templates, and flyers for those positions, with inclusive language• Develop a staffing protocol that takes all of the following steps each time a position becomes available:<ul style="list-style-type: none">◦ Work with THC Staffing Group (https://thcstaffinggroup.com/), whose “mission is to build a diverse and inclusive cannabis industry by prioritizing employment and ownership for communities most impacted by the War on Drugs”◦ Reach out to women’s student associations at local colleges such as Bridgewater Community College. (We do not intend to donate time, goods, services, or monies, to the establishment, we intend to simply share job postings).◦ Create an email list of organizations that serve the diverse populations in Fall River and surrounding communities in order to share job opportunities that are available and/or become available.• Develop an optional Annual Staff Survey using SurveyMonkey that allows staff to voluntarily self identify themselves as women, minority (disaggregated as Black, African American, Hispanic, Latinx, and Indigenous people), LGBTQ+, veteran, and/or a person with disability.
Measurement	<ul style="list-style-type: none">• Report staff demographics in the Annual Report.• Review staffing protocol on an annual basis to include more steps for recruiting a diverse workforce

Workplace Culture of Inclusion and Belonging	
Goal	To obtain a 80% positive response rate on a yearly survey on workplace culture.
Program	<ul style="list-style-type: none"> • A workplace culture survey will be offered annually by all employees. The survey will allow employees to express their feelings about the current state of the workplace culture. <ul style="list-style-type: none"> ○ The survey will consist of questions regarding belonging and inclusion, how Wildflower Wellness can better serve our diverse communities and employees, and employee feedback about the direction our employees feel Wildflower Wellness is headed in terms of creating a truly diverse and inclusive company. ○ The workplace culture survey will be based on the SHRM (Society for Human Resource Management). We will use statements related to workplace culture, and will have employees answer anonymously from a scale of Strongly Agree to Strongly Disagree. A draft of this survey is located at the end of this plan.
Measurement	<ul style="list-style-type: none"> • Report staff feedback in the Annual Report, along with proposed initiatives to address any proposed improvements and/or ideas.
Supplier and Vendor Diversity	
Goal	To have 5% of our total suppliers and vendors be minority-owned businesses, 5% women-owned businesses, 5% veteran-owned businesses, and/or 5% owned by people with disabilities and/or 5% people who identify as LGBTQ+.
Program	<ul style="list-style-type: none"> • Vendor Diversity Contact List: Create and maintain a list of suppliers by asking operators to fill out an intake form that allows them to voluntarily provide information about their business. We will include questions that will allow owners to voluntarily self identify themselves as women, minority (disaggregated as Black, African American, Hispanic, Latinx, and Indigenous people), LGBTQ+, veteran, and/or a person with disability. • We will review this list every quarter to ensure that it is up to date.
Measurement	<ul style="list-style-type: none"> • Report the total number of suppliers and vendors that are minority-owned businesses, women-owned businesses, veteran-owned businesses, and/or owned by people with disabilities and/or people who identify as LGBTQ+. • Report the total number of minority-owned businesses, women-owned businesses, veteran-owned businesses, and/or businesses owned by people with disabilities and/or people who identify as LGBTQ+, that we have contracted with and the total monetary amount of products purchased from them.

Annual Report

Upon renewal of our license, we will produce an annual report outlining this plan, the data collected, whether the goals have been met or not, and if any changes are necessary. Quarterly, the management team will meet to discuss the report and make any necessary adjustments.

Acknowledgments

Sears Farm Wellness acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted by this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Wildflower Wellness

Diversity, Inclusion, and Culture Questionnaire. Please answer each questions by choosing Strongly Agree, Agree, Neutral, Disagree, or Strongly Disagree.

Diversity, Culture, & inclusion Questions	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Management shows that diversity is important through its actions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The leadership at Wildflower Wellness encourages diversity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Wildflower Wellness is committed to improving the diversity of employees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Wildflower Wellness fosters a workplace that allows employees to be themselves at work without fear.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Wildflower Wellness respects individuals and values their differences.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Wildflower Wellness takes active measures to seek a diverse candidate pool when hiring.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Employees of different backgrounds are treated fairly in the internal promotion process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My experience at Wildflower Wellness has led me to become more understanding of differences among my coworkers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Getting to know people with backgrounds different from my own has been easy at Wildflower Wellness.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Wildflower Wellness's policies and procedures encourage diversity, equity, and inclusion.	O	O	O	O	O
Wildflower Wellness management demonstrates a commitment to meeting the needs of employees with disabilities.	O	O	O	O	O
Wildflower Wellness provides an environmet for the free and open expression of ideas, opinions, and beliefs.	O	O	O	O	O
Management handles matters related to diversity, equity, and inclusion satisfactorily.	O	O	O	O	O
What Improvements, if any, can be made to improve the diversity, equity, and inclusion efforts at Wildflower Wellness?					