



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282350
Original Issued Date: 01/21/2023
Issued Date: 01/21/2023
Expiration Date: 01/21/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Teddy's Veggie Farm LLC

Phone Number: 508-499-0444 Email Address: Teddy@TeddysVeggies.com

Business Address 1: 203 Greenville Street

Business Address 2:

Business City: Spencer

Business State: MA

Business Zip Code: 01562

Mailing Address 1: 210 Park Ave, Suite 225

Mailing Address 2:

Mailing City: Worcester

Mailing State: MA

Mailing Zip Code: 01609

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 46.15

Percentage Of Control:

46.15

Role: Owner / Partner

Other Role: Chief Executive Officer

First Name: Leon

Last Name: Porcher

Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)	
Specify Race or Ethnicity: Liberian	
Person with Direct or Indirect Authority 2	
Percentage Of Ownership: 46.15	Percentage Of Control: 46.15
Role: Owner / Partner	Other Role: Chief Operations Officer
First Name: Joyce	Last Name: Toby Suffix:
Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)	
Specify Race or Ethnicity: Liberian	

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 134 Gold Street	
Establishment Address 2:	
Establishment City: Worcester	Establishment Zip Code: 01608
Approximate square footage of the Establishment: 10000	How many abutters does this property have?: 15
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier: Tier 01: up to 5,000 square feet	Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community	HCA1.jpg	jpeg	60f7c52623f3f9033f378bcd	07/21/2021

Agreement					
Certification of Host Community Agreement	HCA2 (1).jpg	jpeg	60f7c5372ea73e036476e65b	07/21/2021	
Community Outreach Meeting Documentation	HCA3 (1).jpg	jpeg	60f7c55cddf0e402a8711258	07/21/2021	
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6119bb0c65a78c37ab331252	08/15/2021	
Plan to Remain Compliant with Local Zoning	Zoning Compliance-Cultivation.pdf	pdf	6119bdc667158339c0ec6d8c	08/15/2021	
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	611a03e9b6c7ee37de466f37	08/16/2021	
Community Outreach Meeting Documentation	Attachment C-Notice To Abutters.pdf	pdf	61d8f35535cb3e08f7216070	01/07/2022	
Community Outreach Meeting Documentation	Attachment C-AttestationForm.pdf	pdf	61d93f7d8d09e508d610d04d	01/08/2022	
Community Outreach Meeting Documentation	Attachment C-Abutter'sListRedacted.pdf	pdf	61d93fef879c73091c80f212	01/08/2022	
Community Outreach Meeting Documentation	Community Outreach Recording.pdf	pdf	61d970fff2351e085f7203d7	01/08/2022	
Community Outreach Meeting Documentation	Community Outreach Participants.pdf	pdf	61ddec81d04772090d59c2bc	01/11/2022	

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	CommunityFoundation.pdf	pdf	61d71f28d04772090d59a8fa	01/06/2022
Plan for Positive Impact	TVF Positive Impact Plan v5.pdf	pdf	61d949c171cb790879587c7f	01/08/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Chief Executive Officer
First Name: Leon Last Name: Porcher Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: Chief Operating Officer
First Name: Joyce Last Name: Toby 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
Department of Revenue - Certificate of Good standing	GoodStandingDOR.jpg	jpeg	614fe377269fa76914227a4e	09/25/2021
Secretary of Commonwealth - Certificate of Good Standing	GoodStandingCW.jpg	jpeg	614fe3dbaf787c692aac4df9	09/25/2021
Secretary of Commonwealth - Certificate of Good Standing	DepartmentofUnemployment.pdf	pdf	61586437578bf568253b9bbb	10/02/2021
Articles of Organization	Articles of Organization.pdf	pdf	61cf08e8d2f0bb446ad27a65	12/31/2021
Bylaws	mini-TVF Operating Agreement Fully Executed.pdf	pdf	61cfc21bfcc7605b21aa093d	12/31/2021

No documents uploaded

Massachusetts Business Identification Number: 001326972

Doing-Business-As Name: Teddy's Veggies

DBA Registration City: Spencer

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Insurance.pdf	pdf	6119cb6585b72937d3016f8b	08/15/2021
Proposed Timeline	TVF Proposed Timeline '22 (1).pdf	pdf	61cfb269434e1f4432e3eb45	12/31/2021
Business Plan	Teddys Veggies Cultivation Business Plan22-compressed.pdf	pdf	61ddecf5d3dbc608cff9f052	01/11/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage.pdf	pdf	610c205b1cef2b37e5f48e0b	08/05/2021
Inventory procedures	Inventory Policies & Procedures.pdf	pdf	610c2963b6c7ee37de4633d4	08/05/2021
Restricting Access to age 21 and older	Restricting Access.pdf	pdf	610c3f3a72db7037f432aef7	08/05/2021
Maintaining of financial records	Financial Record Keeping.pdf	pdf	610c60797671e237b2f03ab8	08/05/2021
Transportation of marijuana	Teddy's Veggies - Transportation Overview_v1(1).PDF	pdf	610c612885b72937d301383d	08/05/2021

Security plan	Security Plan Procedures.pdf	pdf	6119d57beccced39822bd5dd	08/15/2021
Energy Compliance Plan	Energy Compliance Updated.pdf	pdf	6119d60fbde213399f8129c4	08/15/2021
Prevention of diversion	Diversion Prevention.pdf	pdf	6119d63feccced39822bd5e1	08/15/2021
Quality control and testing	Quality Control & Testing.pdf	pdf	6119dd73324d4e3994c40455	08/15/2021
Record Keeping procedures	Record Keeping.pdf	pdf	6119e792029a6837bd7154a3	08/16/2021
Policies and Procedures for cultivating.	Teddy's Veggies - Cultivation Plan Updated.pdf	pdf	6119fb21c618dd39aab541fa	08/16/2021
Diversity plan	CommunityFoundation.pdf	pdf	611a0ec8b6c7ee37de466f43	08/16/2021
Personnel policies including background checks	Personnel Policies.pdf	pdf	61cf0b2fbccaf2464fd8237b	12/31/2021
Qualifications and training	Qualifications & Training.pdf	pdf	61cf0d39922a104454b6c66a	12/31/2021
Diversity plan	TV Diversity Plan (Updated 1-28).docx.pdf	pdf	61f41f67f2351e085f726c90	01/28/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

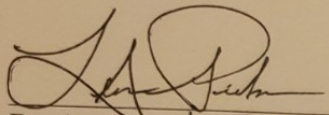
HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours

Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

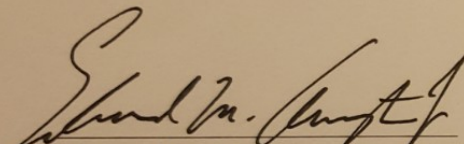
In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

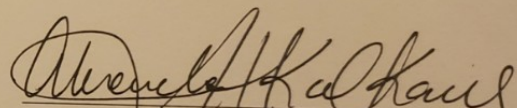
COMPANY:
TEDDY'S VEGGIE FARM, LLC

 6/11/21
By: LEONT A. PORCHER
Title: CO-FOUNDER / CEO

CITY OF WORCESTER

Approved as to legal form:


Edward M. Augustus, Jr.
City Manager


Assistant City Solicitor

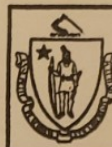
COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

On this 15th day of June, 2021, before me, the undersigned notary public personally appeared Lean A. Porcher and proved to me through satisfactory evidence of identification being ☒ Driver's license or other state or federal government document bearing a photographic image; ☐ Oath of affirmation of credible witness known to me who knows the above signatory, or ☐ My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public: *G. Bloomfield*

My Commission Expires: _____



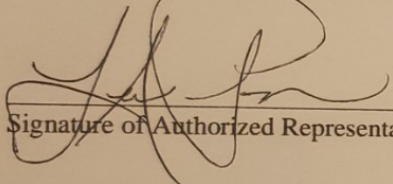
GEORGIANA S. BLOOMFIELD
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 18, 2027

Host Community Agreement Certification Form

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

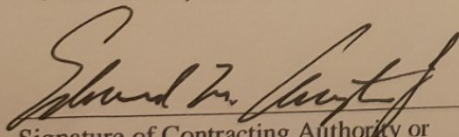
Applicant

I, Leon A. Poirner, (insert name) certify as an authorized representative of Teddy's Veggie Farm, LLC (insert name of applicant) that the applicant has executed a host community agreement with Worcester (insert name of host community) pursuant to G.L.c. 94G § 3(d) on June 15, 2021 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Edward M. Augustus, JR., (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Worcester (insert name of host community) to certify that the applicant and City of Worcester (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 15, 2021 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

telegram.com

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DEADLINES Daily: 5:00pm on the day before publication • Sunday & Monday: 5:00pm Friday | DISPLAY ADS Daily: 2 working days before publication • Sunday & Monday: 9:00am Thursday



General Auto

MOTORCYCLES

Harley-Davidson 2008 FLHTCU Ultra Classic Electra Glide, 33k miles, info at lejham@crnemail.com, asking \$2,000

WANTED AUTOS

→ AABLE MASS Auto Recycling. Buy any car or truck, junk, wrecked, repairable, used. Esp. Lexus, Toyota, Honda or any car of value. Call Larry 508-769-3962



I Buy All Cars Any Type and Condition Hi, I buy cars cash. I buy all makes and models, any condition, wide price range. I also buy classic cars and motorcycles. I pay fair prices, feel free to call or text. Let me know the Year, Make, Model, Condition, Miles, and your bottom dollar. I'd much rather have you let me know what you can take for the car rather than haggling. I can come to your cash and pick up your car today.

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AABLE AUTO BUYERS Mass Auto Recycling buying any car/truck/MV of value. Junk, Wrecked, Repairable Parts or GOOD USED. Paying thousands for some. Call LARRY 508 769 3962



Autos By Make

FORD

Ford 2004 Explorer V6 4x4. No dents, rust, minor scratches. Runs/drives like new. \$2600. 774-287-0777. Can be seen in Sutton, MA

TOYOTA



Toyota 2008 Tundra Quad cab 198k miles. Runs. Drives excellent. Solid body, frame V-8 Rust free. RED rack 9999.00 Call Larry 508 769 3962 AABLE AUTO BUYERS



Recruitment

GENERAL

Blackstone Valley Cannabis First Virtual Retail Job Fair - April 9th from 9am-1pm
Register in advance for this meeting: <https://zoom.us/j/9999999999>
After registering, you will receive a confirmation email containing information about joining the meeting.
Positions that will be filled:
Retail General Manager \$65,000 - \$75,000 depending on Experience
Customer Service Team \$15-\$20/hr
Security Team \$15-\$20/hr
Inventory Team \$18-\$25/hr
BVC offers a competitive suite of comprehensive benefits, training, and scholarship opportunities that scale with the growth of organization. Please send questions or your resume and cover letter to careers@bvcannabis.com.

Class A Machinist Wanted - Hudson, MA
Set-up and operate CNC horizontal and/or vertical machining centers.
Demonstrated experience of machining large parts to close tolerances with high-quality finishes.
Use overhead cranes to move large parts. Must have good mechanical and math aptitude, ability to multi-task, and attention to detail.
Ability to read blueprints, use inspection equipment such as micrometers, calipers, etc.
Must be a self-starter, good work ethic, ability to work as part of a team.
Previous work history in an ISO environment is preferred. Ability to Program CNC a plus.
1st shift, good benefits, competitive wages, overtime pay.
Send resumes to hbrystowski@entwistleco.com or call Heather (508) 481-4000 x. 138

BRENNTAG

CDL Driver
Mon - Fri
Brenntag Northeast, W. Boylston, MA.
Visit [Brenntag Careers](https://www.brenntag.com/corporate/en/career/) for details.
<https://www.brenntag.com/corporate/en/career/>



Real Estate For Sale

LAND

LEICESTER: THINK SPRING! Time to build your dream home! 1.23 acs, wooded lot, water/sewer. Conv. loc. \$78k. Maria Smith RENET 508-845-9974

MARMADUKE

LAND

WEBSTER - Overlooking Webster Lake. 1 acre lot. Great neighborhood. Call 508-943-0043.



Rentals

APARTMENTS

Worcester ** 31 Caroline Street**
Plantation Street area... Brand new One bedroom apartment... in-wash/dry, storage, off street parking, heat and h/w... No smoking. No pets. To view apartment 508-756-2147 or cathy@botanybayproperties.com

Worcester...Center Hill Apts

503-505 Mill St.... The Tatnuck area's newest apartment homes, large 1 & 2 BR, W/D in each apt, storage, elevator, heat & h/w, nice walking area. No pets. No smoking. 508-756-2147 or cathy@botanybayproperties.com

WORCESTER GREENDALE Ave. 5RMS/2BR/1BA h/dwds, forced hot air, gas, cent. A/C no pets, smoking \$1500+ Stony Farm Realty 508-829-9260.

HOMES FOR RENT

WORCESTER - West Boylston St. All new 4rm, 2br, 1ba. Deck, appliances, FHW by oil. Avail 3/1. No pets/smoking. \$1800+ Stony Farm Realty, 508-829-9260.

VACATION RENTALS

Old Orchard Beach, Maine - 2 houses rented separately in same quiet neighborhood area. Four bedrooms sleeps 9 and six bedrooms sleeps 15 people (2 kitchens + 2 living rooms), 100 yards to beach and short walk to the Pier (downtown area). Rented weekly in June, July and August. Please call 508-450-7909 for details.

LEGAL NOTICES

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

February 24, 2021

City of Worcester Executive Office of Economic Development
Neighborhood Development Division
City Hall, 455 Main St. 4th Floor
Worcester, MA 01608
508-799-1400

On or about March 4, 2021 the City of Worcester will submit a request to the US Department of Housing and Urban Development (HUD) for the release of Community Development Block Grant funds under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. § 5301 et seq., to fund part of the proposed development project known as the WYCA of Central Massachusetts Parking Lot Reconfiguration.

The WYCA of Central Massachusetts Parking Lot Reconfiguration is a project that involves reconfiguring the existing parking lot for the WYCA facility at 1 Salem Square, Worcester, MA 01608, for ease of access and better flow of traffic. Scope of work will include: Remove existing striping in proposed driveway, Remove existing medians & patching with new asphalt paving, remove trees in front of building where new driveway will be installed; Build new asphalt berms over existing pavement; Remove and salvage existing VGC (vertical granite curbs) from traffic islands and install at new locations in handicap parking, new exit driveway and along concrete walkway next to building; Create (4) four handicap parking spaces near building with crosswalk level with concrete walkway; Re-stripe areas of existing paving to remain; and, New handicap parking area to receive full depth asphalt paving and the remainder of the parking lot to receive asphalt patching. Anticipated project financing will include \$250,000 of Community Development Block Grant funding as well as private capital funds provided by the WYCA.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements and subject to law and authorities at 24 CFR Part 58.5. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at the Executive Office of Economic Development, Neighborhood Development Division in City Hall, 455 Main St. 4th Floor, Worcester, MA 01608 and may be examined or copied weekdays 9 A.M. to 5 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Executive Office of Economic Development, Neighborhood Development Division. All comments received by March 3, 2021 will be considered by the City of Worcester prior to authorizing submission of a request for release of funds. Comments should specify which notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The City of Worcester certifies to the US Department of Housing and Urban Development (HUD) that Gregory J. Baker in his capacity as Director of Neighborhood Development, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities.

In relation to the environmental review process and that these responsibilities have been satisfied, HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Worcester to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the City of Worcester's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Worcester; (b) the City of Worcester has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to: Thomas P. O'Neill, Jr., Federal Building, 10 Causeway Street, 3rd Floor, Boston, MA 02222-1092. Potential objectors should contact HUD to verify the actual last day of the objection period.

Gregory J. Baker, Director
Executive Office of Economic Development, Neighborhood Development Division
455 Main St. Worcester, MA 01608
February 24-March 2nd, 2021

LEGAL NOTICES

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court

Docket No. W021P0508EA

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Joan Grafton Williamson
Date of Death: 12/17/2020

To all interested persons: A Petition for **Formal Probate of Will with Appointment of Personal Representative** has been filed by **Kathleen Angulo of Worcester, MA**, be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an **unsupervised administration**.

IMPORTANT NOTICE
You have the right to obtain a copy of the **Petition from the Petitioner or at the Court. You have a right to object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.**

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A **Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.**

WITNESS, Hon. Lillah A. Keamy, First Justice of this Court.
Date: February 18, 2021

Stephanie K. Fattman, Register of Probate
February 24, 2021

TOWN OF NORTHBIDGE
CONSERVATION COMMISSION
NOTICE OF PUBLIC MEETING

The Northbridge Conservation Commission will hold a Public Meeting under the "Wetlands Protection Act MGL, c131, §40 & the Town of Northbridge Wetlands Protection Bylaw 7-700" on Wednesday, March 03, 2021 at 7:30PM. Details to join the meeting will be posted with the Agenda. This Meeting is for a Request for Determination of Applicability for the proposed replacement of a failed septic system with all work to be done within the paved area at 2679 Providence Road (Map 19, Parcel 70). The plans for this project have been filed at the Town Clerk's Office (1 Main Street) & Conservation Commission Office (14 Hill Street, Whitinsville). This submission can be viewed online (northbridgesdms.org - Conservation Commission). The applicant for this project is Kristen Parker represented by Sumit Engineering, Inc., 710 Main Street, North Oxford, MA 01537.

Barbara McNamara, Chairman
Northbridge Conservation Commission
February 24, 2021

TOWN OF NORTHBIDGE
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

The Northbridge Conservation Commission will hold a Public Hearing under the "Wetlands Protection Act MGL, c131, §40 & the Town of Northbridge Wetlands Protection Bylaw 7-700" on Wednesday, March 03, 2021 at 7:15PM via Zoom and access information will be posted on the Agenda on the town website. The subject of the Notice of Intent for a proposed single-family home with associated earthwork, utilities, and on-site sewage disposal system within the 100 foot buffer zone to a Bordered Vegetated Wetland at Glen Drive (Map 9, Parcel 56). The applicant for this project is Eastland Partners, Inc. represented by Turning Point Engineering, PO Box 757, Sutton, MA 01590. The plans for this project can be viewed at the Town Clerk's Office & can be viewed at the Conservation Commission Office.

Barbara McNamara, Chairman
Northbridge Conservation Commission
February 24, 2021

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CONSERVATION COMMISSION
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February 24, 2021

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Barbara McNamara, Chairman
Northbridge Conservation Commission
February 24, 2021

TOWN OF NORTHBIDGE
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

The Northbridge Conservation Commission will hold a Public Hearing under the "Wetlands Protection Act MGL, c131, §40 & the Town of Northbridge Wetlands Protection Bylaw 7-700" on Wednesday, March 03, 2021 at 7:15PM via Zoom and access information will be posted on the Agenda on the town website. The subject of the Notice of Intent for a proposed single-family home with associated earthwork, utilities, and on-site sewage disposal system within the 100 foot buffer zone to a Bordered Vegetated Wetland at Glen Drive (Map 9, Parcel 56). The applicant for this project is Eastland Partners, Inc. represented by Turning Point Engineering, PO Box 757, Sutton, MA 01590. The plans for this project can be viewed at the Town Clerk's Office & can be viewed at the Conservation Commission Office.

Barbara McNamara, Chairman
Northbridge Conservation Commission
February 24, 2021

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LEGAL NOTICES

DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERWAYS REGULATION PROGRAM
NOTICE OF LICENSE APPLICATION PURSUANT TO M.G.L. CHAPTER 91
WATERWAYS LICENSE APPLICATION NUMBER EX285736
INSTALLATION OF DOCK AT WEBSTER LAKE, 10 KENNETH AVENUE, WEBSTER MA 01570

Public notice is hereby given of the application by William and Jo-Anne Clougherty to install a dock at Webster Lake, 10 Kenneth Avenue, Webster, MA in Worcester County. The Department will consider all written comments on this Waterways application received by within 30 days subsequent to the "Notification Date". Failure of any aggrieved person or group of ten citizens or more to submit written comments to the Waterways Regulation Program by the Public Comments Deadline will result in the waiver of any right to an adjudicatory hearing in accordance with 310CMR 9.13(4)(c). The group of citizens must include no less than five citizens who are residents of the municipality in which the proposed project is located. Additional information regarding this application may be obtained by contacting the Waterways Regulation Program at 781-292-5929. Project plans and documents for this application are on file with the Waterways Regulation Program for public viewing, by appointment only, at the address below. Written comments must be addressed to: MassDOT's Waterways Regulation Program Boston Office located at One Winter Street, 5th Floor, Boston, MA 02108.

NOTIFICATION DATE: February 24, 2021

Zoning Ordinance Compliancy

Teddy's Veggie Farm, LLC (Teddy's Veggies) shall operate a Marijuana Establishment at 134 Gold Street, Worcester, MA, 01608. This location complies with the city of Worcester's Zoning Ordinance:

- The facility will be exclusively used for cultivation of marijuana
- The facility is zoned for MG-2.0 use
- The facility is not sited in within a radius that is 500 feet or less of a public or private primary or secondary school, licensed daycare center, public library, public park, or playground, nor another marijuana storefront retailer
- Teddy's Veggies shall submit a plan signed by a licensed surveyor, depicting compliance with the linear distance requirements
- For local licensing requirements please review the following:

CITY OF WORCESTER PLANNING BOARD



SPECIAL PERMIT APPLICATION FOR ADULT USE MARIJUANA CHECKLIST & REQUIREMENTS

**Division of Planning & Regulatory Services
455 Main Street, Room 404, City Hall, Worcester, MA 01608
Office 508-799-1400 ext. 31440 – Fax 508-799-1406**

One original and 15 copies of the following documents and plans:

A. Zoning Determination Form

- ☐ Form is provided by the Building & Zoning Division of Department of Inspectional Services located at 25 Meade Street.
- ☐ Form must be signed by an authorized Building & Zoning Division staff member. There is no fee for the zoning determination form.

B. Application

- ☐ An application with original signatures by all petitioners.
- ☐ If you are not the owner of the subject property and are a lessee or optionee, provide supporting information such as a lease or a purchase and sale agreement that shows your interest in the property, including confirmation of the lessor's consent to operate a Marijuana Establishment at the property.

Zoning Ordinance Compliancy

C. Certification of Tax/Revenue Collection Compliance

- ☐ All current owners of subject property and applicants must certify that all local taxes, fees, assessments, betterments, or any other municipal charges of any kind are current with the City Treasurer's Office (part of the application).

D. Plan of Land - All applications that require site plan or parking plan approval shall include such plans as part of the special permit application. Applications that do not require site plan or parking plan approval shall include a plan of land meeting the following minimum requirements:

- ☐ The plan shall be at least 8.5" x 11" or 11" x 17", drawn to scale 1-inch equals 40 feet.
- ☐ A directional arrow indicating a north point.
- ☐ Names of streets.
- ☐ Summary of zoning classification requirements, parking requirements and minimum yard dimensions.
- ☐ Names of owners of properties up to abutters of abutters within 300 feet of the applicant's property lines,
- ☐ The location of any existing buildings or use of the property.
- ☐ Distances from adjacent buildings.
- ☐ Property lines shall be verified in the field and shown on the plan.
- ☐ Dimensions of the lot.
- ☐ Percentage of the lot covered by the principal and accessory buildings, proposed and existing.
- ☐ Existing rights of way, entrances and exits, circulation.
- ☐ Location, size and arrangement of lighting and signs.
- ☐ Fences (existing and proposed).
- ☐ Walkways and sidewalks.
- ☐ Landscaped areas.
- ☐ Dumpster location.
- ☐ Parking and loading spaces, driveways, aisles.
- ☐ Security plan elements, including the arrangement of pedestrian circulation and access to the public points of entry to the premises from the nearest public or private street or off-street parking area, as well as the location of any walkway structures, lighting, gates, fencing, and landscaping (see item F below).
- ☐ Locus plan and legend.

E. Certification of Minimum Distance Requirements - A plan or written certification signed by a licensed surveyor demonstrating compliance with the 500-foot linear distance requirements from any public or private, primary, or secondary school, licensed daycare center, public library, public park or playground, or any Marijuana Storefront Retailer (as applicable). The submitted plan shall include a map depicting the lines of measurement between the site and any of the aforementioned uses; if no such uses are located within 800 feet of the site, this map may be omitted. Linear distances are to be measured in

Zoning Ordinance Compliance

a straight line from the nearest point of the facility in question to the nearest point of the proposed Establishment.

- F. Security Plan** - Detail how the property will be monitored and secured so as to avoid, deter and prevent illegal activities from taking place upon or about the applicant's premises. Security plan should reference the plan of land showing the arrangement of pedestrian circulation and access to the public points of entry to the premises from the nearest public or private street or off-street parking area, as well as the location of any walkway structures, lighting, gates, fencing, and landscaping.
- G. Odor Control Plan** - Plan demonstrating how all resulting odors, smoke, vapor, fumes, pesticides, insecticides or other chemicals, gases and particulate matter from marijuana or its processing or cultivation shall be effectively confined to the premises or so disposed. Said plan shall detail the specific odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such odor-emitting activities, the duration of such odor-emitting activities, and the administrative and engineering controls that will be implemented to control such odors, including maintenance of such controls.
- H. CCC Documents** - Copies of all licenses, permits and documentation demonstrating application status, registration, or licensure by the Commonwealth of Massachusetts Cannabis Control Commission.
- I. List of Management Personnel** - A list of all managers, officers, directors, persons, or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment.
- J. Disclosure of Financial Interest** - A list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment, including capital in the form of land or buildings.
- K. Business Registration** - Proof that the Marijuana Establishment is registered to do business in the Commonwealth of Massachusetts as a domestic business corporation or another domestic business entity in compliance with 935 CMR 500 and is in good standing with the Secretary of the Commonwealth and Department of Revenue.
- L. Executed Host Agreement** - Copy of the executed Host Agreement with the City of Worcester for the proposed use.
- M. Certified Map and List of Abutters**
- ☐ The original, signed by the Assessor (2nd Floor, City Hall at Room 209).
- N. Two Sets of Stamped Envelopes with Assessor's Address Labels for abutters and applicant.**
- ☐ Request two (2) sets of Assessor's Address Labels (listing all abutters and abutters to abutters) from the Assessor's Office – there is a fee for this service.
 - ☐ Create two (2) identical sets of stamped envelopes addressed to the abutters (using the Assessor's labels above).
 - ☐ The return address on the envelopes should read: City of Worcester, Division of Planning and Regulatory Services; City Hall; 455 Main Street, Room 404; Worcester, MA 01608. (The office has a return address stamp if you'd like to use it).

Zoning Ordinance Compliancy

These envelopes will be used by DPRS staff to send notices of the public hearing and its outcome.

O. Appropriate fee according to the most updated Fee Schedule. Please make checks payable to the City of Worcester.

P. Digital Copy. All applications, plans and materials must also be submitted as a PDF file to planning@worcesterma.gov prior to or at the time of application submittal to the office. All electronic files must be in the following format:

- ☐ Portable Document Format (.pdf), readable by Adobe Acrobat v.7.0 and later, named by project address and application type (ex. 455 Main Street – PB – SP)
- ☐ Minimum resolution of 200 dpi
- ☐ No single file should be greater than 50 MB (collections may be broken into separate files) Failure **to provide any part of these requirements deems this application incomplete.**

Teddy's Veggies shall comply with all other requirements set forth by city of Worcester's Zoning Ordinance.

February 17, 2021

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
134 GOLD STREET**

To Whom It May Concern:

Notice is hereby given that Teddy's Veggie Farm, LLC ("Teddy's Veggies") will conduct a Virtual Community Outreach Meeting on the following matter on **March 12, 2021 at 6:30P.M.** Teddy's Veggies, intends to apply for a Microbusiness Adult-Use Marijuana license to cultivate and manufacture cannabis products at 134 Gold Street. Pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

In light of Covid-19, this meeting will be held virtually via Zoom.

To join the Zoom meeting use the following information:

<https://us02web.zoom.us/j/85638674031?pwd=UGVmRlh5bWdicG5jem1JV1loMGtZZz09>

Meeting ID: 856 3867 4031; **Passcode:** 134Gold; or **Dial-in** 929-205-6099 and enter the Meeting ID.

Information presented at the Community Outreach hearing will include, but not be limited to:

1. The type of Adult-Use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment 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 Adult-Use Marijuana Establishment to positively impact the community;
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at <https://TeddysVeggies.com> Community members are encouraged to submit questions in advance via Teddy@TeddysVeggies.com; Please note there will also be time for Q&A during the session.

A copy of this notice is on file with the City Clerk, Planning & Regulatory Services, and City Council, all located at City Hall, 455 Main Street, Worcester, MA 01608. In addition, a copy of this Notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the proposed address of the Adult-Use Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within five hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

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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): 3/12/2021
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: 2/24/2021

b. Name of publication: Telegram & Gazette

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

a. Date notice filed: 2/26/2021

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: 2/19/2021

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:

Teddy's Veggie Farm, LLC

Name of applicant's authorized representative:

Leon A Porcher

Signature of applicant's authorized representative:



Edward M Augustus, Jr.
City MANAGER



Timothy J. McGourthy
CHIEF FINANCIAL OFFICER

Samuel E. Konieczny
CITY ASSESSOR

CITY OF WORCESTER

ADMINISTRATION & FINANCE

Certified Abutters List

A list of 'parties in interest' shall be attached to the application form and shall include the names and addresses. All such names and addresses shall be obtained from the most recent applicable tax list maintained by the City's Assessing Department. The Assessing Department certifies the list of names and addresses.

Total Count: 15

Parcel Address: 134 Gold Street

Assessor's Map-Block-Lot(s): 05-012-0006A

Owner: Junction Development Inc

Owner Mailing: 11 Monadnock Road

Worcester, MA 01609

Petitioner (if other than owner): Paul J. Giorgio

Petitioner Mailing Address: 134 Gold Street

Worcester, MA

Petitioner Phone: 508-414-4454

Planning:

Zoning:

Liquor License:

ConComm:

Historical:

Cannabis: X

Other:

05-013-0000 I	[REDACTED]	0133 LAMARTINE ST	WORCESTER MA 01608
05-011-13-15	[REDACTED]	183-16 JAMAICA AVE	HOLLIS NY 11423
05-011-00005	[REDACTED]	0022 DAVENPORT LN	HOPKINTON MA 01748
05-012-00010	[REDACTED]	0011 MONADNOCK RD	WORCESTER MA 01609
05-012-00005	[REDACTED]	0300 WEST MAIN ST	NORTHBOROUGH MA 01532
05-012-00013	[REDACTED] +	306 MAIN ST	WORCESTER MA 01608
05-012-0006A	[REDACTED]	0011 MONADNOCK RD	WORCESTER MA 01609
07-028-0000 I	[REDACTED]	200 MERIDIAN CENTRE BLVD	ROCHESTER NY 14618
05-012-0013A	[REDACTED]	0512 GREENVILLE AVENUE	STAUNTON VA 24402
05-012-16-21	[REDACTED]	306 MAIN ST	WORCESTER MA 01608
05-013-00412	[REDACTED]	0080 HERMON STREET	WORCESTER MA 01608
05-013-00002	[REDACTED]	0056 WILDWOOD AVE	WORCESTER MA 01603
RR-ROW-0CSXT	[REDACTED]	Tax Dept-C910 500 WATER ST	JACKSONVILLE FL 32202
05-011-00009	[REDACTED]	0080 HERMON STREET	WORCESTER MA 01608
05-012-0000 I	[REDACTED]	0037 KNOLL WOOD DR	CHARTLON MA 01507

This is to certify that the above is a list of abutters to Assessor's Map-Block-Lot(s) 05-012-0006A as cited above.

Certified by: Samuel E. Konieczny

Date 2/17/2021

Signature



Teddy's Veggie Farm, LLC

Community Outreach Meeting

TEDDY'S VEGGIE FARM, LLC ("Teddy's Veggies") is to be organized/formed as a Limited Liability Company (LLC) and will be led by Leon A. Porcher and Joyce G. Toby who will serve as Managers/Owners.

Below is the link to the recording of the Community Outreach Meeting.

Topic: Community Outreach Meeting - 134 Gold St

Start Time: Mar 12, 2021 06:35 PM

Participants: 9

Meeting Recording:

https://us02web.zoom.us/rec/share/-1_uwyyPIE8pFnhMtIpvI8ZwbUgXB9mRJrmubDBYhYZZwvrro54_ZdRspCq5bye.UTE-bNBOzYLCtMy2?startTime=1615591352000

COMMUNITY OUTREACH GUIDELINES

1. Applicants held a Community Outreach Meeting via virtual, web-based means. The technology, including public interaction capabilities, were tested at least once prior to the date of the meeting.
2. Teddy's Veggies followed all accessibility requirements, including the Americans with Disabilities Act (ADA) Accessibility Guidelines. This included, but was not limited to, closed captioning.
3. Teddy's Veggies obtained approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.
4. Teddy's Veggies ensured full notice of the meeting in accordance with 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9).
5. Teddy's Veggies provided instructions on how to join and participate in the meeting.
6. Teddy's Veggies was prepared to accept questions submitted in advance, which Teddy's Veggies could respond to during the meeting. Teddy's Veggies detailed how to submit questions in the notice.
7. Teddy's Veggies posted on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting.
8. Teddy's Veggies enabled communication that allowed for engagement, questions and other interaction between Teddy's Veggies and residents of the host community.
9. Teddy's Veggies designated a meeting moderator that was not associated with Teddy's Veggies but may be associated with the host community. The moderator allowed any meeting participant to offer questions or comments and allowed for follow-up questions.
10. Teddy's Veggies submitted to the Commission the number of participants attending the meeting.
11. Teddy's Veggies submitted to the Commission a recording of the meeting as an attachment to their license application.
12. Teddy's Veggies submitted a recording of the meeting to the host community in a form or manner conducive for replay on local cable access or other broadcast means at the host community's discretion.
13. With the exception of holding an in-person meeting, Teddy's Veggies has complied with all other requirements of 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9) and Guidance for Applicants on Community Outreach.



Community Outreach Meeting

TEDDY'S VEGGIE FARM, LLC ("Teddy's Veggies") is to be organized/formed as a Limited Liability Company (LLC)/Corporation and will be led by Leon A. Porcher and Joyce G. Toby who will serve as Managers/Owners.

Below is the link to the recording of the Community Outreach Meeting.

Topic: Community Outreach Meeting - 134 Gold St

Start Time: Mar 12, 2021 06:35 PM

Participants: 12

Meeting Recording:

https://us02web.zoom.us/rec/share/-1_uwyyPIE8pFnhMtIpvI8ZwbUgXB9mRJrmubDBYhYZZwvrro54_ZdRspCq5byve.UTE-bNBOzYLCtMy2?startTime=1615591352000



Teddy's Veggie Farm, LLC

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

I. INTRODUCTION

Teddy's Veggie Farm, LLC ("Teddy's Veggies") has a purpose driven initiative to utilize the legalization of cannabis to positively affect change in Massachusetts. We understand the privilege of participating in a legal cannabis industry. The history of prohibition and the corresponding war on drugs have devastated communities throughout this country. We believe that it is incumbent upon businesses operating in this cannabis industry to serve the communities that have been impacted by the unjust war on drugs. As such, we created the WATCH TV Initiative (the "Initiative"), which is an initiative designed to redress key issues resulting from disproportionate rates of arrest and incarceration. In addition to providing jobs and generating tax revenue for these communities, Teddy's Veggies will seize the opportunity to plant seeds and empower programs that create long-term benefits and prosperity.

Teddy's Veggies seeks to create opportunities that will help individuals to participate equitably in a 21st century environment. By leveraging high-level partnerships, state-wide and national collaborations, online and on-site coordination, Teddy's Veggies will design and support programs that help our communities build social capital. Working with local leaders and well-established organizations with deep community ties will help ensure resources are allocated effectively, while providing maximum impact and efficiency.

The Initiative is designed to positively impact the following neighborhoods of direct impact: 1) the Fremont/ Hope Ave neighborhood of Worcester (census tract #: 7331.01 Worcester County) and 2) the South Worcester neighborhood (census tract #: 7330 Worcester County) 3) the Grafton Hill neighborhood in Worcester (census tract #: 7323.01, Worcester County)

II. RESPONSIBLE PARTY: WATCH TV INITIATIVE COORDINATOR

Teddy's Veggies will hire a WATCH TV Initiative Coordinator ("Coordinator") to implement and oversee the Initiative. As part of his/her role, the Coordinator will be responsible for:

1. Understanding the needs of disproportionately impacted communities and working with community leaders to develop solutions and strategies for meeting those needs;
2. Overseeing Teddy's Veggies' community impact programming; and
3. Working with the CEO to assess Teddy's Veggies' environmental impact in order to develop methods to reduce such impact.



Teddy's Veggie Farm, LLC

III. GOALS

1. Target Populations. Teddy's Veggies' Initiative is designed to aid the following target populations:

- a. Residents of Worcester, Massachusetts
- b. Worcester, Massachusetts residents who have past drug convictions; and
- c. Worcester, Massachusetts residents with parents or spouses who have drug convictions.

2. Goals. The WATCH TV Initiative has the following goals:

1. The Company will donate \$5,000 to programs that provide career skills and/or create employment opportunities for target populations
2. 30% or more of ancillary business service expenditures purchased by Teddy's Veggies will be from businesses with their primary place of business within Massachusetts; with a preference given to businesses within the target population.

3. Donations

Teddy's Veggies will work with, or donate to certain institutions serving or helping the specifically stated populations via a partnership with "**Community Foundation of North Central Massachusetts**" of 649 John Fitch Highway, Fitchburg, MA 01420. A letter from the organization has been uploaded with the plan labeled "CommunityFoundation.pdf" stating they have been contacted and are willing to accept the donations the establishment intends to provide.

IV. PROGRAMS

1. Job Creation.

- a. The Company will use best efforts to ensure that the hiring preference will be given to Worcester City residents. The Company shall work with the City's Workforce Development Division and other local employment agencies to further this hiring objective. Teddy's Veggies shall participate in annual job fairs and post quarterly advertisements in the local newspaper, Worcester Telegram and Gazette, stating that the establishment is specifically looking to employ Worcester residents.

2. Local Suppliers and Vendors

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



Teddy's Veggie Farm, LLC

VI. TIMELINE

1. This Initiative will be monitored by the Initiative Coordinator to make sure goals are being met. At a minimum, the progress or success of this Initiative must be documented for renewal (one year from provisional licensure, and each year thereafter).

VII. ACKNOWLEDGMENTS

Teddy's Veggie Farm acknowledges, is aware of, and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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



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

mass.gov/dor

Letter ID: L0833021120
Notice Date: September 23, 2021
Case ID: 0-001-286-523



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TEDDY'S VEGGIE FARM
203 GREENVILLE ST
SPENCER MA 01562-2705

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TEDDY'S VEGGIE FARM 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
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

September 3, 2021

TO WHOM IT MAY CONCERN:

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

TEDDY'S VEGGIE FARM LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 10, 2018**.

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: **LEON A PORCHER, JOYCE G TOBY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LEON A PORCHER, JOYCE G TOBY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **LEON A. PORCHER, JOYCE G. TOBY**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

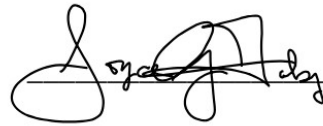
Secretary of the Commonwealth

Processed By:NGM

Teddy's Veggie Farm, LLC

Department of Unemployment Assistance

Teddy's Veggie Farm, LLC is unable to obtain a certificate of Good Standing from the Department of Unemployment prior to hiring employees. Upon receiving a provisional license, Teddy's Veggie Farm will hire employees, obtain, and upload a certificate of Good Standing from the Department of Unemployment.

A handwritten signature in black ink, appearing to read "Joyce Toby", written over a horizontal line.

09/01/2021

Joyce Toby

Teddy's Veggie Farm

Co-Founder / COO



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: 001326972

1. The exact name of the limited liability company is: TEDDY'S VEGGIE FARM LLC

2a. Location of its principal office:

No. and Street: 203 GREENVILLE ST.
City or Town: SPENCER State: MA Zip: 01562 Country: USA

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

No. and Street: 203 GREENVILLE ST.
City or Town: SPENCER State: MA Zip: 01562 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:

AGRICULTURE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LEON PORCHER
No. and Street: 203 GREENVILLE ST.
City or Town: SPENCER State: MA Zip: 01562 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JOYCE G. TOBY	203 GREENVILLE ST. SPENCER, MA 01562 USA
SOC SIGNATORY	LEON A. PORCHER	203 GREENVILLE ST.

SPENCER, MA 01562 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LEON A. PORCHER	203 GREENVILLE ST. SPENCER, MA 01562 USA
REAL PROPERTY	JOYCE G. TOBY	203 GREENVILLE ST. SPENCER, MA 01562 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of May, 2018,
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT
SECRETARY

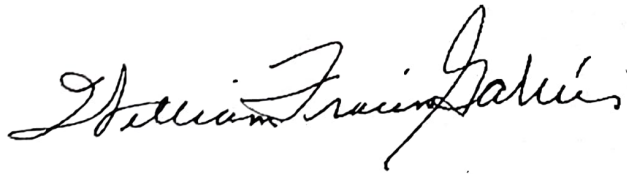
(The certificate must be signed by the person forming the LLC.)

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:

May 10, 2018 10:33 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TEDDY'S VEGGIE FARM, LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT of Teddy's Veggie Farm, LLC, a Massachusetts limited liability company (the "**Company**"), dated as of March 21, 2019 (the "**Effective Date**"), is made by and between each person set forth in **Schedule A**, attached hereto and incorporated by reference (each a "**Member**" and collectively "**Members**").

BACKGROUND

The Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act, Mass. Gen. L. chapter 156C (the "**Act**"), by the filing of a **Certificate of Organization** (the "**Certificate**") in the office of the Secretary of the State of the Commonwealth of Massachusetts on May 10, 2018; and

The Members wish the Company to be manager-managed; and

The Members wish to set out fully their respective rights, obligations, and duties with respect to the Company and its business, management, and operations.

AGREEMENT

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

1. Organizational Matters

- 1.1. **Formation.** The Members hereby adopt this Agreement as the operating agreement of the Company as of the Effective Date. This Operating Agreement replaces any and all previous operating agreements between and among the parties. Unless a provision of the Act expressly provides that the Act supersedes any provision contained in this Agreement, the terms and conditions of this Agreement, as the same may be amended, shall govern.
- 1.2. **Name of the Company.** The name of the Company is Teddy's Veggie Farm, LLC and all business of the Company shall be conducted only under that name or such other names as approved by Members collectively owning at least two thirds of the Ownership Units of the Company ("**Two Thirds of Ownership**").
- 1.3. **Term.** The period of duration of the Company shall commence on the date of the filing of the Certificate of Organization and shall be perpetual, unless the Company is dissolved as provided in Section 10.
- 1.4. **Principal Business Office; Resident Agent.** The principal business office and the resident agent of the Company shall be the office and agent listed in Section 5 of the Certificate. The Managers may establish and maintain such additional offices and places of business of the Company, within or without the Commonwealth of Massachusetts, as they deem appropriate.
- 1.5. **Purpose; Business of Company.** The purposes and character of the business of the Company shall be to transact any and all lawful business for which limited liability companies may be organized under the Act.
- 1.6. **Powers.** The Company (a) shall have and exercise all powers necessary, convenient, or incidental to accomplish its purposes and (b) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

- 1.7. **Relation to Certificate of Organization.** If there is any conflict between the provisions of this Agreement and those of the Certificate of Organization of the Company then the provisions of this Agreement shall prevail.
- 1.8. **Amendments.** No amendment of this Agreement shall be valid except if approved by affirmative vote of Two Thirds of Ownership.
2. **Management and Control of the Company**
- 2.1. **Manager-Managed.** The business and affairs of the Company shall be managed by or under the direction of two managers (the "**Managers**"). The managers must be members and must be natural persons residing in the Commonwealth of Massachusetts. In the event that one of the Managers is unable to fulfill his or her duties under this Agreement, the other Manager shall temporarily assume those duties until a second Manager can be appointed by vote of the Members, as set forth in Section 2.3. The initial Managers shall be **Leon A. Porcher** and **Joyce G. Toby**.
- 2.2. **Exclusive Management.** Except for situations in which the approval of the Members is expressly required by this Agreement, the Managers shall have full, complete, and exclusive authority, power, and discretion to manage and control the business, property, and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, property, and affairs. Subject to the limitations set forth herein, the Managers are authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts and are authorized to sign contracts and obligations on behalf of the Company. Each Manager shall have designated duties and responsibilities, though those duties and responsibilities may overlap. One Manager shall be designated the **Executive Manager** and shall have responsibility for the long-term strategy of the Company and the other Manager shall be designated the **Operations Manager** and shall have responsibility for the day-to-day operations of the Company. The specific duties of the Executive Manager and Operations Manager are set forth in Schedules D and E attached hereto and incorporated by reference, respectively. These schedules may be amended by agreement of the Managers with notice to the Members. Initially, Leon A. Porcher will be the Executive Manager and Joyce G. Toby will be the Operations Manager.
- 2.3. **Management Decisions Requiring Manager Agreement or Member Authorization.** Managers cannot take any of the following actions without the agreement of both Managers or the approval of Two Thirds of Ownership:
- a) borrowing money, issuing evidences of indebtedness, or guaranteeing the debts of others for whatever purposes they may specify, whether or not related to the Company or the Company's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the Company;
 - b) entering into employment or independent contractor contracts on behalf of the Company, 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 Managers shall in their sole discretion determine;
 - c) initiating, defending, or settling litigation;
 - d) purchasing services or goods in excess of \$5,000;
 - e) entering into a contract on behalf of the Company that will subject the Company to liability in excess of \$5,000;
 - f) leasing, selling, or refinancing all or any portion of the Company's property;
 - g) modifying the duties of a Manager;

- h) transferring, encumbering, assigning, licensing, leasing, or otherwise conveying any interest, right, or title in and to Company Work Product;
- i) amending or otherwise modifying the Company's budget; or
- j) changing the method of accounting.

2.4. Management Decisions Requiring Member Authorization. Managers cannot take any of the following actions without the approval of Two Thirds of Ownership:

- a) adding a new Member;
- b) consolidating or merging the Company with or into another entity;
- c) terminating or otherwise dissolving the Company;
- d) selling, assigning, conveying, or otherwise transferring all or substantially all of the Company's assets;
- e) initiating voluntary bankruptcy proceedings; or
- f) any other action set forth herein as requiring approval by a specified vote of the Members.

2.5. Manager Term. Each of the Managers shall remain in office until he or she dies, becomes incapacitated, resigns, is removed, or ceases to be a Member. A Manager may resign at any time by giving written notice to the Members without prejudice to the rights, if any, of the Company under any contract to which said Manager is a party. If there is a vacancy in a Manager position, the Members shall vote by simple majority to elect a new Manager to fill that position with each Member getting a number of votes equal to that Member's number of Ownership Units of the Company. If both Manager positions are vacant simultaneously, separate votes shall be taken to fill the positions of Executive Manager and Operations Manager.

2.6. Removal. A Manager may only be removed for cause. A Manager may be removed for cause, only after said Manager has been informed of the allegations forming the basis for said cause for removal and is given the opportunity to respond to those allegations, either by (a) Two Thirds of Ownership; or (b) if the Manager whose removal is under consideration owns more than one third of all Ownership Units of the Company, the Members shall submit the question of removal to third-party binding arbitration by a single arbitrator in which (i) if Two Thirds of Ownership cannot agree on the selection of an independent arbitrator, each Member shall select an independent party and the independent parties will select the arbitrator and (ii) the Company will be responsible for all costs associated with any arbitration contemplated herein. An arbitrator appointed in accordance with this section will have access to all of the Company's books and records, including the Activity Logs of the Managers.

2.7. Members Have No Managerial Authority. Members of the Company shall have no power to participate in the management of the Company except as expressly authorized by this Agreement or expressly required by the Act. Unless expressly and duly authorized in writing to do so by a Manager, no Member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, or to render it liable for any purpose.

2.8. Performance of Duties; Manager Liability. A Manager shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by said Manager. Each Manager shall perform his or her managerial duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. If a

Manager performs his or her duties as such, he or she shall not have any liability by reason of being or having been a Manager of the Company.

- 2.9. **Activity Logs.** Each Manager shall maintain an activity log that identifies the Company-related projects on which he works and the time spent working on such projects during a given week (an "Activity Log"). Activity logs need not break down time spent on a daily basis. Each Manager shall furnish a current copy of his or her activity log on at least a monthly basis and upon request of the other Manager. Alternatively, Managers may maintain their Activity Logs in an electronic format available to any Manager at any Time, such as via Dropbox or on a proprietary server. The Activity Logs shall be kept with the Company's books and records in accordance with Section 12.2, below.

- 2.10. **Manager Compensation.** The Managers shall, by unanimous agreement, set a **Full-Time Management Compensation Rate**, which shall initially be \$1,000 per week and at all times shall be reasonable and commensurate with their combined duties and responsibilities. To the extent that a reasonable salary based on one Manager's responsibilities and duties differs from a reasonable salary commensurate with the other Manager's responsibilities and duties, the Full-Time Management Compensation Rate shall be the average of the two. Each Manager shall be paid a salary up to the Full-Time Management Compensation Rate, provided that (a) a Manager who works less than 40 hours in a given week, as recorded in his or her Activity Log for that week, shall be entitled to a proportionate amount of the Full-Time Management Compensation Rate (e.g., a Manager who works 20 hours in a given week shall be entitled to half the Full-Time Management Compensation Rate for that week); (b) for weeks in which a Manager is entitled to paid vacation, paid sick leave, paid medical leave, or paid bereavement leave, that Manager shall be paid the average of the previous 26 weeks worked; and (c) notwithstanding the foregoing, Manager compensation shall be reduced or eliminated in any week in which payment of the full amount of Manager compensation would result in the insolvency of the Company or its inability to service its debts and obligations. If the Managers change the Full-Time Management Compensation Rate, they shall provide notice to all Members with the reasons for that decision and the new amount and shall maintain a copy of this notice with the Company's records. Under no circumstances shall a Manager be paid more than the Full-Time Management Compensation Rate for a given week, regardless of whether he or she works more than 40 hours that week.

3. **Members**

- 3.1. **Ownership Interest.** The Members shall each own an ownership interest. A Member's **Ownership Interest** is calculated as the number of units of the Company ("**Ownership Units**") owned by that Member divided by the total number of Ownership Units owned by all Members. The number of Ownership Units by each member is set forth in **Schedule B**, attached hereto and incorporated by reference.
- 3.2. **Limitation of Liability.** Except as otherwise provided in the Act or in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or of any other Member by reason of being a Member, whether arising in contract, tort, or otherwise. No Member will have any responsibility to restore any negative balance in his or her Capital Account or to contribute to any liabilities or obligations of the Company or return distributions made by the Company except as required by the Act or other applicable law.
- 3.3. **Withdrawal.** A Member may not resign from, retire, or otherwise terminate his membership in the LLC unless said Member transfers all of his Ownership Interest in the Company in accordance with this Agreement. If a Member withdraws in violation of the foregoing prohibition, the Member shall forfeit his Ownership Interest in the Company and any balance remaining in his Capital Account.

- 3.4. **Authority.** No Member who is not a Manager will have the power to act for, or on behalf of, or to bind, the Company.
- 3.5. **Additional Members.** Additional members of the Company may be admitted from time to time upon the consent of Two Thirds of Ownership. Any ownership interest given to an additional member shall proportionately dilute each Ownership Interest of the existing Members.
- 3.6. **Transactions with the Company.** Subject to any limitations set forth in this Agreement, the Members may lend money to and transact other business with the Company. Subject to other applicable law, the Members have the same rights and obligations with respect thereto as a person who is not a Member.
- 3.7. **Member Loans.** The Company may, with the consent of Two Thirds of Ownership, borrow money from a Member to fund the ongoing operations and meet the expenses of the Company, on such terms and conditions the Members deem reasonably appropriate. Except as otherwise agreed in writing between the Members and the Company, all amounts advanced to the Company by the Members shall be recorded as loans on the books and records of the Company and shall not be deemed capital contributions. The repayment of any such loans shall take priority over any distributions the Members are entitled to under this Agreement or otherwise agreed to by all the Members.
4. **Capital Contributions; Capital Accounts**
- 4.1. **Capital Contributions.** As of the Effective Date, the Members have made the capital contributions of cash or property to the Company listed in Schedule C, attached hereto and incorporated by reference.
- 4.2. **Additional Contributions.** The Members are not required to make any additional capital contributions to the Company. However, the Members may make additional capital contributions to the Company at any time in their discretion in order to support the operations of the Company. Such contributions may (but do not have to be) in exchange for additional Ownership Units, but only if such an exchange is in writing and approved by Two Thirds of Ownership.
- 4.3. **Maintenance of Capital Accounts.** An individual capital account will be maintained for each Member consisting of such Member's capital contributions, increased or decreased by profit or loss allocated to such Member, decreased by the cash or value of property other than cash distributed to such Member, and otherwise maintained in accordance with applicable United States Treasury Income Tax Regulations (each a "Capital Account").
- 4.4. **Negative Capital Accounts.** If any Member has a deficit balance in her Capital Account, such Member shall have no obligation to restore such negative balance or to make any capital contributions to the Company by reason thereof, and such negative balance will not be considered an asset of the Company or of any Member.
- 4.5. **No Withdrawal.** No Member shall be entitled to withdraw any part of her capital contributions or Capital Account or to receive any distribution from the Company, except as expressly provided in this Agreement.
- 4.6. **Return of Capital Contributions.** The Company may at any time return a Member's capital contributions with the consent of Two Thirds of Ownership, such that the Member is not taxed on the returned capital so long as such a capital distribution does not violate the Act.
- 4.7. **No Interest upon Contributions.** No Member will be entitled to interest on his or her Capital Account.

5. **Allocations**

- 5.1. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated to the Members proportionately to their respective Ownership Interests.
- 5.2. **Tax Consequences.** Each Member is aware of the income tax consequences of the allocations made by this Section 5 and hereby agrees to be bound by the provisions of this Section 5 in reporting his or her share of Company income and loss for income tax purposes. Each Member acknowledges that he or she has been advised to consult with an accountant or other professional consultant with regard to the tax consequences of the allocations of profits and losses pursuant to this Section 5 and that he or she is not relying on any statement, advice, representation, or assurance made by or on behalf of the Company with respect to any such matter.
6. **Distributions.** The Members shall share Net Revenue in proportion to their Ownership Interests through distributions made at such times as agreed to by Two Thirds of Ownership. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Members on account of their interest in the Company if such distribution would violate any provision of the Act or any other applicable law, or would otherwise jeopardize the ongoing operations of the Company. For purposes of this Agreement, "Net Revenue" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, investments, debt payments, capital improvements, replacements, and contingencies, all as determined by both Managers.
7. **Intellectual Property Rights.** The Members understand and hereby acknowledge that the Company shall own all right, title, and interest in and to any and all work product authored, created, developed, or invented by the Members in their role as members, managers, or employees of the Company, including without limitation all works of authorship, inventions, ideas, concepts, discoveries, know-how, trade secrets, specifications, and other like materials, including any combinations, derivatives, or compilations of the foregoing (collectively, "Company Work Product"). All Company Work Product shall be "works made for hire" as defined under Title 17 of the United States Code (i.e., the Copyright Act) to the maximum extent allowed by law and, in addition, each Member hereby irrevocably and unconditionally assigns all right, title, and interest in and to all Company Work Product to the Company, including all copyright, trademarks, patents, and trade secrets. Each Member shall assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Each Member shall promptly disclose and provide all Company Work Product to the Company. All Company Work Product shall conclusively be deemed Confidential Information. Each Member hereby grants the Company an exclusive, perpetual, world-wide, fully paid-up, royalty-free, transferable, sub-licensable, and unlimited license to any Company Work Product that is not a "work made for hire" and cannot be assigned by the Member to the Company ("Unassignable Company Work Product"). All Company Work Product shall be conclusively deemed to be Confidential Information.
8. **Confidentiality.** The Members shall not disclose any Confidential Information to any third parties, whether acting as Members, managers, or otherwise, unless such disclosure (a) is reasonably necessary to carry out the business of the Company and is protected by a non-disclosure agreement or (b) is required by law. For purposes of this Agreement, "Confidential Information" means all proprietary, confidential, and trade secret information of the Company. Confidential Information may be disclosed between and among the Members in any tangible or intangible form, including without limitation, electronically, visually (such as by viewing of presentations, displays, Internet transmissions, writings, designs, drawings, photographs, models, prototypes, or samples), by physical delivery, by auditory transmission (such as over the phone, in conversation, through the Internet, and the like), or by any other means. Upon the sale, transfer, or disposition of a Member's

Ownership Interest in accordance with this Agreement and at any time upon the Company's request, the former Member shall return or destroy all materials in her possession or control embodying the Confidential Information of the Company. For each item of Confidential Information, the obligations of the Members under this Agreement shall continue until such time, if ever, that the item becomes publicly known, other than as a result of a Member's violation of this Agreement. The protections afforded to Confidential Information under this Agreement are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets laws. The Company will retain all right, title, and interest in and to all Confidential Information.

9. Ownership Interest Transfer

- 9.1. **Transfer.** A Member cannot transfer, assign, or otherwise convey any or all of her Ownership Interest in the Company without the prior written consent of Two Thirds of Ownership. Any transfer, assignment, or conveyance that contravenes this Section 9 will be null and void and will not be recognized by the Company.
- 9.2. **Admission as a Successor Member.** An assignee of an Ownership Interest, in whole or in part, shall be admitted as a Member only if the following conditions are satisfied: (a) the assignee accepts and agrees to be bound by the terms and provisions of this Agreement as a Member with respect to the Ownership Interest so transferred and (b) Two Thirds of Ownership consent to the admission of such person as a Member of the Company in writing. An assignee of an Ownership Interest who is not admitted as a Member shall have no right to require any information or account of the Company's transactions or to inspect the Company's books or to vote, but shall only be entitled to receive the allocations and distributions to which its transferor would otherwise be entitled under this Agreement.
- 9.3. **Right of First Refusal.** If a Member wishes to withdraw from the Company, the withdrawing Member (or that Member's heir, guardian, conservator, executor, or personal representative, as applicable) shall offer to sell that Member's entire Transferable Interest to the Company or its remaining Members at fair market value by prompt written notice to the Members (the "Transfer Notice"). Fair market value shall be determined as of the date the Transfer Notice is received by the Members by an independent appraiser selected by the Members. The remaining Member(s) shall have sixty (60) days from receipt of the Transfer Notice to purchase the withdrawing Member's Transferable Interest at fair market value. The remaining members shall have the opportunity to purchase a proportion of the Transferable Interest proportionate to their interests, such that each Member's Ownership Interest remains unchanged after the transaction, provided that if one or more of the Members declines this opportunity, the other Member(s) may purchase the Transferable Interest, increasing their Ownership Interest and decreasing the Ownership Interest of the Member(s) who declined the opportunity to purchase a portion of the Transferable Interest. If the remaining members do not purchase all of the Transferable Interest, the Company shall have seven (7) days in which to purchase the remainder or any portion thereof. If the remaining Member(s) and the Company do not purchase all of the withdrawing Member's Transferable Interest within the sixty-seven day window, the withdrawing Member will be entitled to retain possession of the remaining Transferable Interest or to sell, assign, or convey that interest to a third party.
- 9.4. **Transferable Interest.** For purposes of this Agreement, "Transferable Interest" means the Ownership Interest of a Member that wishes to withdraw from the Company.

10. Dissolution

- 10.1. **Dissolution.** The Company may dissolve only if (a) Two Thirds of Ownership agree to dissolve the Company, (b) the Company no longer has at least one Member, or (c) a court of competent jurisdiction orders the Company be dissolved. For avoidance of doubt, the occurrence of an event of dissolution under Section 43(4) of the Act (e.g., the death, insanity,

retirement, resignation, expulsion, or bankruptcy of a Member) will not operate to dissolve the Company unless the event reduces the number of Members of the Company to zero. If an event giving rise to dissolution of the Company occurs, dissolution of the Company does not become effective until (a) the Certificate is cancelled and (b) all the assets of the Company have been distributed as provided herein. Until these conditions are satisfied, the business of the Company and the affairs of the Members and Managers, as such, shall continue to be governed by this Agreement. In the event of dissolution of the Company, the Managers, and if no Managers, the remaining Members, shall liquidate the assets of the Company, apply and distribute the proceeds pursuant to Section 10.2, below, and cause the cancellation of the Certificate.

10.2. **Liquidation; Distributions.** Upon dissolution or termination of the Company, the assets of the Company shall be liquidated by the Managers, or if there are no remaining Managers by Two Thirds of Ownership, and be distributed in the following order: First, to creditors for liabilities owed (including to a Member who loans the LLC capital as provided for herein); second, to each Member for any balance remaining in that Member's Capital Account up and to dissolution; and third, to the remaining Members based on their respective Ownership Interests.

10.3. **No Recourse.** A Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's capital contributions thereto, and his share of profits or losses, and shall have no recourse therefor (upon dissolution of the Company or otherwise) against the liquidator(s) or any other Member.

11. **Indemnification.** Subject to the limitations set forth in the Act, the Company shall indemnify and hold harmless the Members and Managers (individually, an "Indemnitee"), as follows:

- a) In any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, and to which an Indemnitee was or is a party or is threatened to be made a party by reason of any act performed or omitted to be performed in the name of or on behalf of the Company in connection with the Company's business, the Company shall indemnify such Indemnitee against reasonable attorneys' fees, judgments, fines, penalties, including excise and similar taxes, statements, and reasonable expenses actually incurred by such Indemnitee in connection with the defense and/or settlement of such action, suit, or proceeding, if such Indemnitee acted in good faith, within such Indemnitee's scope of authority, without gross negligence or willful misconduct, and in a manner reasonably believed by such Indemnitee to be in the best interests of the Company, and in the case of a criminal action or proceeding, if such Indemnitee had no reason to believe her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which she reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful. In no event, however, shall indemnification ever be made in relation to a proceeding between the Members, in relation to a proceeding in which the Indemnitee has been found liable for or convicted of fraud or a criminal act or for grossly negligent, willful, or intentional misconduct in the Indemnitee's performance of her duty to the Company or in relation to a proceeding which arises out of a material violation by the Indemnitee of the terms and provisions of this Agreement.
- b) If a claim or assertion of liability is made or asserted by a third party against an Indemnitee, which, if prevailed upon by any such third party, would result in such Indemnitee being entitled to indemnification pursuant to this Section 11, the Indemnitee shall forthwith give to the Company written notice of the claims or assertion of liability and request the Company

to defend the same. Failure to so notify the Company shall not relieve the Company of any liability that the Company might have to the Indemnitee except to the extent that such failure actually prejudices the Company's position. The Company shall have the obligation to defend against such claim or assertion (but only if the Indemnitee is entitled to indemnification pursuant to this Section 11), and the Company shall give written notice to the Indemnitee of acceptance of the defense of such claim and the name of the counsel selected by the Company in such defense. The Indemnitee also shall be entitled at its option (and at its own expense) to employ separate counsel for such defense.

- c) No Indemnitee will be entitled to indemnification under this Section 11 if she has entered into any settlement or compromise of any claim giving rise to any indemnifiable loss without the written consent of the Company and Two Thirds of Ownership. If a bona fide settlement offer is made with respect to a claim and the Company (with the consent of Two Thirds of Ownership) desires to accept and agree to such offer, the Company shall give notice to the Indemnitee to that effect (a "Settlement Notice"). If the Indemnitee fails to consent to the settlement offer within ten (10) calendar days after receipt of the Settlement Notice, then the Indemnitee shall be deemed to have rejected such settlement offer and shall be responsible for continuing the defense of such claim and, in such event, the maximum liability of the Company as to such claim shall not exceed the amount of such settlement offer plus any and all reasonable costs and expenses paid or incurred by the Indemnitee up to the date of the Settlement Notice and which are otherwise the responsibility of the Company pursuant to this Section 11.
- d) Any Indemnification permitted under this Section 11 shall be made only out of the assets of the Company and no Member will be obligated to contribute to the capital of, or lend funds to, the Company to enable the Company to provide such indemnification.
- e) The indemnification provided by this Section 11 (i) shall be in addition to any other rights to which each Indemnitee may be entitled under any agreement, as a matter of law or otherwise, as to any action in the Indemnitee's capacity as a Manager or Member, (ii) shall continue as to an Indemnitee who has ceased to serve in such capacity, and (iii) shall inure to the benefit of the heirs, successors, assigns, administrators, and personal representatives of the Indemnitee.
- f) The provisions of this Section 11 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other persons.

12. Finances; Company Records

- 12.1. **Fiscal Year.** The fiscal year of the Company shall be the calendar year (January 1 - December 31), unless otherwise determined by the Managers in writing, noticed to the Members, a copy of said notice to be maintained with the Company's records.
- 12.2. **Books and Records.** The Company shall keep in its principal office (or reasonably accessible from the cloud, such as Dropbox) the following:
 - a) A copy of this Agreement and any schedules thereto, as well as any documents governing the management of the Company created in accordance with this Agreement, including but not limited to documents related to the setting of the Full-Time Management Compensation Rate and any documents related to the setting of the Company's fiscal year;
 - b) A copy of any Articles of Merger, Articles of Interest Exchange, Articles of Conversion, and Articles of Domestication, and other documents and all amendments thereto, concerning the Company filed with the Massachusetts Secretary of State;
 - c) Copies of the prior three (3) years' federal, state, and local income tax returns and reports;
 - d) Copies of any financial statements of the Company for the prior three (3) years;

- e) Copies of any effective written operating agreement and all amendments thereto;
- f) A current list, and all past lists, setting forth the full name and last known mailing address of each Member and Manager;
- g) A writing setting forth the amount of cash, if any, and a description and statement of the agreed value of other property or benefits, if any, contributed by the Members or which the Members have agreed to contribute and times at which or events upon the happening of which any additional contributions are to be made; and
- h) Copies of the Activity Logs of the Managers for the prior three (3) years.

Upon reasonable written request, a Member may, at such Member's own expense, inspect and copy during ordinary business hours any Company record, where the record is located or at a reasonable location, or if such records are stored in the cloud (e.g., Dropbox), where the record is located in the cloud.

12.3. Bank Accounts. All funds of the Company shall be maintained in separate bank accounts and not be commingled with any funds of the Members or the Managers.

12.4. Tax Status. The Company shall, to the extent permissible, elect to be treated as a partnership for federal, foreign, state, and local income tax purposes; each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. The Company shall not be deemed a partnership or joint venture for any other purpose.

12.5. Tax Matters. Leon A. Porcher shall be the Tax Matters Member for the Company and shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Member will have sole discretion to determine whether the Company (either in its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority.

13. Member Meetings

13.1. Scheduling of Meetings. A Manager or one or more members who together own at least one third of the Ownership Units of the Company can call for a meeting of the Members with at least seven days' written notice to all Members entitled to vote. The attendance of a Member at any meeting shall constitute a waiver of notice of the meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not validly called or convened.

13.2. Virtual Meetings Allowed. Members may participate in meetings in person or by remote means, including without limitation, telephone or any technology that allow all persons participating in the meeting to hear and speak to each other.

13.3. Quorum. Members owning at least a majority of the Ownership Units of the Company present at the meeting shall constitute a quorum for transaction of business at any meeting of the Members.

13.4. Action Without Meeting. Any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Two Thirds of Ownership.

14. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Members and, to the fullest extent permitted by law, shall not be enforceable by

any creditor of the Company or the Members and shall not be construed as conferring any benefit upon any creditor of the Company or the Members. Nothing in this Agreement shall be deemed to create any right in any person not a party hereto, and except as expressly provided herein, this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person.

15. **Severability of Provisions.** Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.
16. **Rules of Construction.** The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, or clause references not attributed to a particular document shall be references to such parts of this Agreement. Where the context so indicates, the feminine shall include the masculine, the masculine shall include the feminine, the singular shall include the plural, and masculine and feminine pronouns shall include juristic entities such as corporations, LLCs, and general partnerships.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute the same instrument.
18. **Governing Law.** ALL ISSUES AND QUESTIONS CONCERNING THE APPLICATION, CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AND SPECIFICALLY THE ACT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS.
19. **Jurisdiction and Venue.** The state and federal courts located in Massachusetts have exclusive jurisdiction over disputes arising from or relating to this Agreement and the Members irrevocably submit themselves to the jurisdiction of said courts. Venue for any such dispute shall be proper in any Federal Court located in Massachusetts or in any State Court located in Worcester, Massachusetts. Members irrevocably waive (a) any objection that he or she may now or hereafter have to the venue of any such enforcement proceeding brought in such courts, and (b) any claim that any proceeding brought in any of these courts has been brought in an inconvenient forum. Service of all writs, processes, and summonses in any such enforcement proceeding instituted in any of such courts may be made by any means permitted by law, and to the extent permitted by law, by the mailing of copies of the same.
20. **No Action for Partition.** No Member will have any right to maintain any action for partition with respect to the property of the Company.
21. **Binding Effect.** Except as otherwise provided to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Members, and their respective distributees, heirs, legal representatives, executors, administrators, successors, and permitted assigns.
22. **Waiver of Default.** No consent or waiver, express or implied, by the Company or a Member with respect to any breach or default by another Member hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default by such Member of the same provision or any other provision of this Agreement. Failure on the part of the Company or a Member to

- complain of any act or failure to act of another Member or to declare such other Member in default shall not be deemed to constitute a waiver by the Company or the Member of any rights hereunder.
23. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION, OR ENFORCEMENT THEREOF.
24. **No Construction Against a Party.** The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
25. **Entire Agreement.** Except as otherwise expressly set forth in this Agreement, this Agreement, together with the other agreements and documents expressly contemplated herein, embodies the complete agreement and understanding among the parties to this Agreement with respect to the subject matter of this Agreement and supersedes and preempts any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter of this Agreement in any way.
26. **Notices.** Any written notice required by this Agreement must be sent by certified mail (return receipt requested) or email (with confirmation by return email by the notice recipient) to the following addresses:

If to the Company: Teddy's Veggie Farm, LLC, 210 Park Ave., Suite 225, Worcester, MA 01609 or Teddy@teddysveggies.com

If to Leon A. Porcher: 203 Greenville St., Spencer, Massachusetts, 01562 or lporcher0@gmail.com

If to Joyce G. Toby: 203 Greenville St., Spencer, Massachusetts, 01562 or msjoyccgt@gmail.com

If to B&H Development: 605 Crystal Falls Drive, McKinney, Texas, 75071 or bhdevelopment0617@gmail.com

Notices sent by certified mail will be considered effective on the date of receipt and notices sent by email will be considered effective on the date sent (if receipt confirmed by return email).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

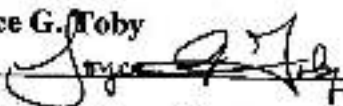
MEMBERS:

Leon A. Porcher



Dated: March 21, 2019

Joyce G. Toby



Dated: March 21 2019

B&H Development, a Texas General Partnership

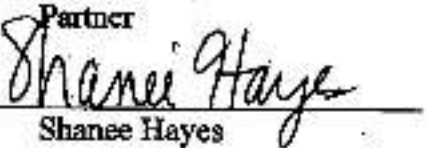
By:



Clarence Barr

Partner

By:



Shantee Hayes

Partner

SCHEDULE A - MEMBERS

1. Leon A. Porcher of 203 Greenville St., Spencer, MA 01562;
2. Joyce G. Toby of 203 Greenville St., Spencer, MA 01562; and
3. B&H Development, a General Partnership registered with Collin County, Texas, consisting of Clarence Barr of 307 Spruce St., Leominster, Massachusetts and Shanee Hayes of 605 Crystal Falls Drive, McKinney, Texas, 75071.

SCHEDULE C - CAPITAL CONTRIBUTIONS

1. Leon A. Porcher: \$7,500
2. Joyce G. Toby: \$7,500
3. B&H Development: \$60,000

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SCHEDULE B - OWNERSHIP UNITS

1. Leon A. Porcher: 144
2. Joyce G. Toby: 144
3. B&H Development: 18

SCHEDULE D - EXECUTIVE MANAGER'S DUTIES

The Executive Manager shall be responsible for the long-term strategy and growth of the Company. His responsibilities shall include:

- 1) Establish and continually update the strategic direction of Company ;
- 2) Developing Marketing Strategy;
- 3) Negotiating Supplier Relationships;
- 4) Planning Budgets and relating budget to program goals (with final budget approval requiring agreement of both Managers);
- 5) Develop budget guidelines and standards to measure and evaluate performance, productivity and cost/benefit of services provided;
- 6) Monitor budget to actual performance;
- 7) Responsible for the hiring and retention of competent, qualified staff. Making hiring and firing decisions jointly with the Operations Manager;
- 8) Responsible for leading Company in a manner that supports and guides the organization's mission as defined by the Managing Members;
- 9) Provide leadership, oversight and management to all departments: Cultivation, Production, Processing, Branding, Finance, Community Outreach, Sustainability Practices;
- 10) Support all staff in identifying, developing, and executing major projects;
- 11) Responsible for raising capital and developing other resources necessary to support Company's mission;
- 12) Establish milestones and deliverables for Company programs and projects, and monitor progress against goals;
- 13) Stay abreast of and anticipate emerging trends, policies and developments and understand their likely impact on Company goals and position;
- 14) Develop and foster relationships with non-profit organizations and community wellness programs to establish, promote and/or fund programs and events that align with our Community Reinvestment initiatives;
- 15) Finding and creating strategic partnerships;
- 16) Oversee the development and implementation of a social media and general marketing strategies;
- 17) Spearhead the content development and implementation of Company events;
- 18) Spread Love.

SCHEDULE E – OPERATING MANAGER'S DUTIES

The Operating Manager shall be responsible for the day-to-day operations of the Company. Her responsibilities shall include:

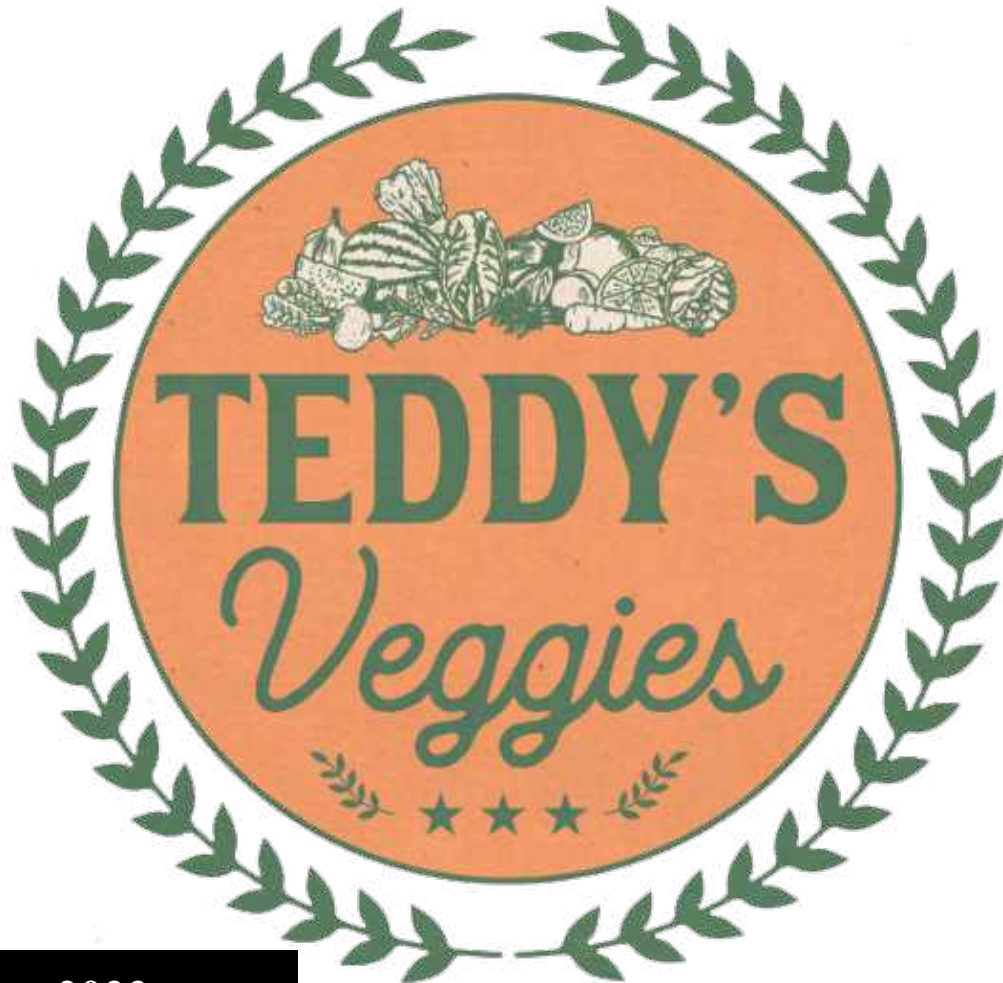
- 1) Purchasing supplies and equipment;
- 2) Paying staff;
- 3) Applying for permits;
- 4) Making hiring and firing decisions jointly with the Executive Manager;
- 5) Interact seamlessly with the Executive Manager and Members to understand strategic priorities and creatively identify and execute plans to lead the company;
- 6) Establish policies that promote company culture and vision;
- 7) Provide day-to-day leadership, oversight and management to all departments: Cultivation, Production, Processing, Branding, Finance, Community Outreach, Sustainability Practices;
- 8) Allocate the resources Department Heads need, such as funds, labor and equipment, to ensure they meet their goals;
- 9) Conduct regular meetings with Department Heads to remain up to date on the status of each area of the company;
- 10) Remain up to date on cannabis legislation;
- 11) Provide inspired leadership for the organization;
- 12) Identify and implement methods and practices to achieve operational improvements in efficiency, quality, delivery, and operating profits;
- 13) Develop, implement and review operational policies and procedures;
- 14) Assist with recruiting when necessary;
- 15) Facilitate inspections, whether initiated internally or through a governing entity, using inventory and compliance audits;
- 16) Ensure that the facility is safe and compliant with CCC, OSHA and state regulations at all times;
- 17) Ensure all legal and regulatory documents are filed and monitor compliance with laws and regulations;
- 18) Spread Love.

Plan to Obtain Insurance

Teddy's Veggie Farm, LLC will obtain its insurance coverage through a cannabis insurance company.

- The general liability insurance coverage will be equal to or greater than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually and product liability insurance coverage for equal to or greater than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible is equal to or less than \$5,000 per occurrence.

- Vehicles used for delivery shall carry liability insurance in an amount not less than \$1,000,000 combined single limit



2022

BUSINESS PLAN

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EXECUTIVE SUMMARY

MANAGEMENT TEAM

Leon Porcher CEO

 Joyce Toby COO

 Clarence Barr

 Shanee Hayes

KEY ADVISORS/BOARD MEMBERS

GreenLight Business Solutions, LLC.....
 The Cult Branding Company, Inc.

EMPLOYEES:

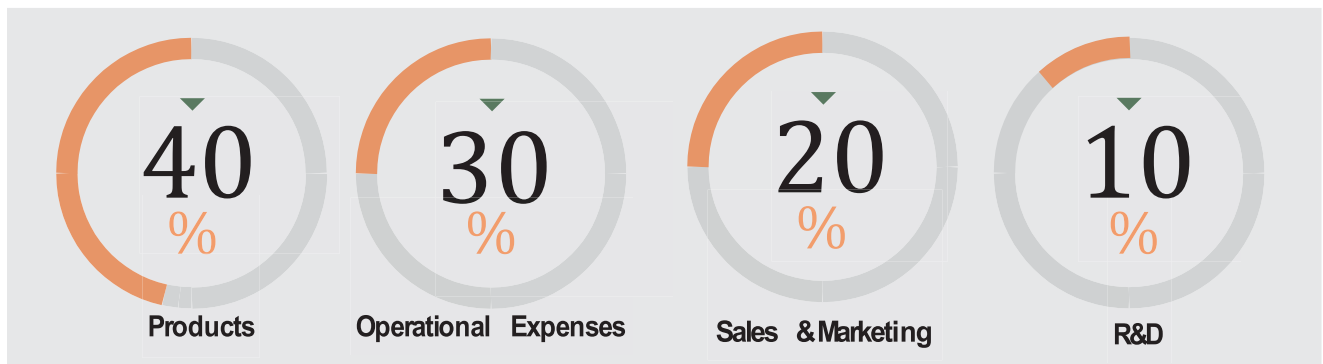
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INDUSTRY

Recreational Cannabis

FINANCING SOUGHT: \$2.2 MILLION

USE OF FUNDS



BUSINESS MODEL AND CUSTOMERS

Teddy's Veggies will be a premiere cannabis cultivation manufacturing, and delivery facility. We strive to be known for our top-notch cultivation skills. Everything Teddy's Veggies does must be backed by the moniker of

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



BUSINESS SUMMARY

Teddy's Veggies is a family owned and operated company committed to curating premium craft cannabis products using innovation and the love of a farmer's touch.

PROBLEM & SOLUTION

Today's cannabis industry lacks a premium east coast experience. Teddy's Veggies emphasizes luxury products that fit the active lifestyle of professionals, creatives, some-timers and connoisseurs alike. In opposition to large wholesalers, Teddy's attention to detail, will set them apart as the east coast's finest.

PRODUCTS AND SERVICES

Teddy's Veggies will focus on organic growth and very specific strains chosen for potency, yield, flavor and effect. Through personal and professional relationships with owners of the leading brands in cannabis, Teddy's Veggies intends to bring new ideas and trusted products to the Massachusetts market.



Description:

Teddy's Veggies is applying for cannabis cultivation, manufacturer, and delivery licenses and will be conducting business from a 10,000-sq. ft. facility in Worcester, Massachusetts.

Teddy's Veggies will have the ability to vegetate up to 1,000 plants and flowers concurrently. will grow up to 12 different strains of marijuana, and will have the ability to grow from seedling to finished product.

COMPETITION

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated, the products offered, and the location where the product can be purchased. In this industry a major advantage will be Teddy's Veggies' connection to the consumer. Many of today's products are grown by opportunists not enthusiasts, with a focus on quantity over quality. As the industry grows, and consumers seek better options, our small-batch, craft cannabis will be a clear contrast to our competitors



COMPANY SUMMARY

Teddy's Veggies is a new company which is intending to penetrate into the cannabis cultivation market in Massachusetts. Teddy's Veggies is applying for a cultivation license, a manufacturing license and a delivery license and intends to start with a 10,000 sq. ft. In Worcester, Ma.

Teddy's Veggie Farm is to be organized as a Limited Liability Company and will be led Leon Porcher and Joyce Toby who will serve as CEO/COO/ Owners.

Teddy's Veggies is an organization led by activists, raised by artists, and inspired by connoisseurs to be the lead cultivator of top shelf cannabis products for the people of Massachusetts. Never using synthetic pesticides or fertilizers, our 100% natural flowers are hand grown, picked and rolled to maximize potency and flavor. We will provide connoisseur grade cannabis flower and luxury brand cannabis products to licensed marijuana dispensaries, retailers and manufacturers.

Our primary goal is to become Massachusetts' industry leading brand for pre-rolls and vape oils, specializing in premium exotic strains. Our mission is to provide both quality cannabis options and new economic opportunities to the communities of Massachusetts.



Mission & Main Goals

Main Goals:

- Obtaining a Massachusetts Cannabis Cultivation license, manufacturing license and delivery licenses and to build a thriving commercial facility.
- To have full compliancy with all state and local municipalities and be primed and ready for national expansion as federal laws adjust and evolve to the benefit of the cannabis industry.
- Implement Social impact plan - Launch the W.A.T.C.H. Initiative, financial literacy and community health program.

Mission:

- ✓ To cultivate top shelf recreational cannabis products, implement an efficient home delivery service, and establish an innovative cannabis growing brand with competitive prices to dispensaries, retailers, and manufacturers throughout Massachusetts.

Teddy's Veggies is a family owned and operated company committed to curating premium craft cannabis products using innovation and the love of a farmer's hand. Our mission is to provide both quality cannabis and economic opportunities to the communities of Massachusetts.

YEAR 1



Securing a license to start cultivation in the state of Massachusetts.

YEAR 2



Secure Cultivation, Manufacturing, and Delivery licenses which would allow Teddy's Veggies to brand and distribute our own product line throughout Massachusetts.

YEAR 3



The Teddy's Veggies brand is now a trusted and consistent brand.

Products & Services: Teddy's Veggie Farm will have the ability to vegetate up to 2,500 pounds of flowers yearly, and will grow up to 12 different strains of marijuana, and will have the ability to grow from seedling to finished product. Teddy's Veggies will dry and process all cannabis flowers into labeled/inventoried vacuum sealed bags prior to delivery.

Company Background: Teddy's Veggies is to be organized/formed as a Limited Liability Company (LLC)/Corporation. Teddy's Veggies will be led by Leon Porcher who will serve as CEO / Owner and Joyce Toby who will serve as COO / Owner. Teddy's Veggies will set the standard in Massachusetts' legal cannabis industry and partner with efficient energy and high-quality brands.

Unique Partnerships: Teddy's Veggies plans to cultivate unique partnerships with local and national brands, vendors and manufacturers like Pot Pocket, Cookies Brand and similar companies.

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

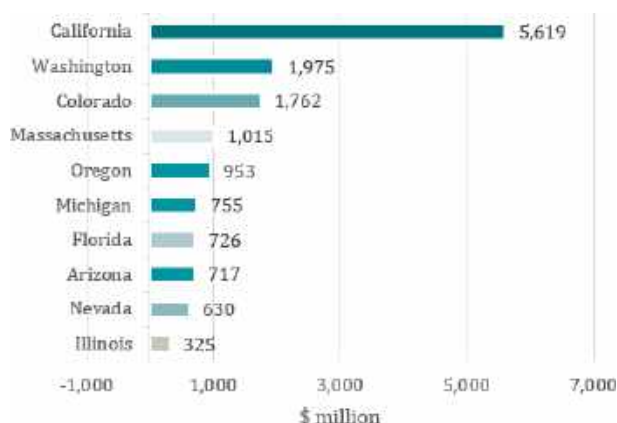


MARKET OVERVIEW

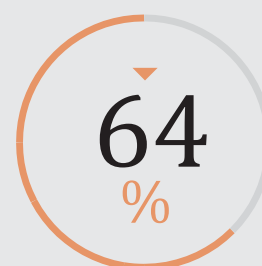
THE BILLION DOLLAR OPPORTUNITY

According to the report by Arcview Market Research and BDS Analytics: "The Road Map to a \$57 Billion Worldwide Market", spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational cannabis market will cover about 67% of the spending while [REDACTED] cannabis will take up the remaining 33%. The North America legal cannabis market amounted to \$12 billion in

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



Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales.



There are 32 States that now allow cannabis for [REDACTED] use, making up 64% of the US

Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales.

There are 32 States that now allow cannabis for [REDACTED] use, 16 States allow Cannabidiol (CBD), 10 States and the District of Columbia now allow for recreational cannabis use.

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

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

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in February 2019 total legal cannabis sales exceeded \$40 million, according to figures released by the Cannabis Control Commission.

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

CANNABIS MARKET IN MASSACHUSETTS



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

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

[REDACTED]

[REDACTED]

[REDACTED]

As of February 2019, there are over 300 pending applications, including 130 retailer, 87 cultivator, 44 manufacturer, 12 microbusiness, 11 transporter and 4 testing licenses. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

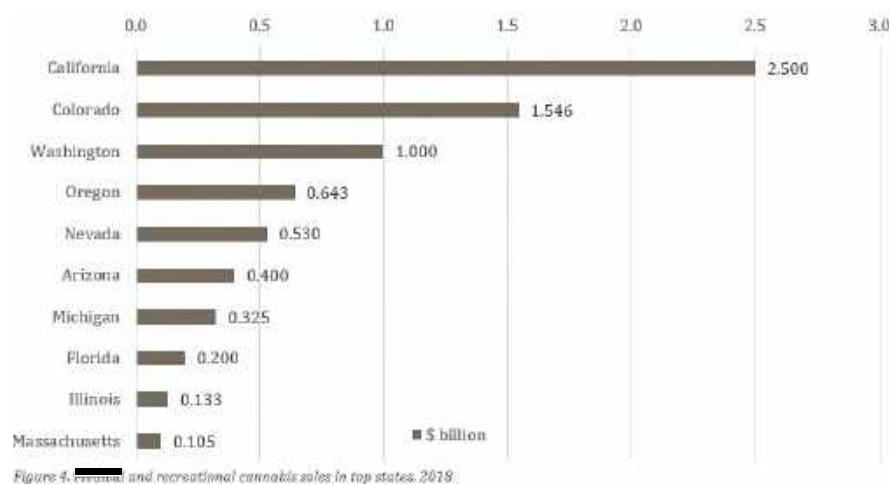
THE U.S. CANNABIS MARKET

In 2018, 62% of Americans reported supporting cannabis legalization, double what it was in 2000 (31%) .

Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for [REDACTED] purposes, but ten states – Alaska, California, Colorado, Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, by legalizing the recreational use.



As a result, [REDACTED], 16 States allow Cannabidiol (CBD), 10 States and the District of Columbia allow cannabis for recreational use.



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

THE NORTH AMERICAN CANNABIS MARKET

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

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

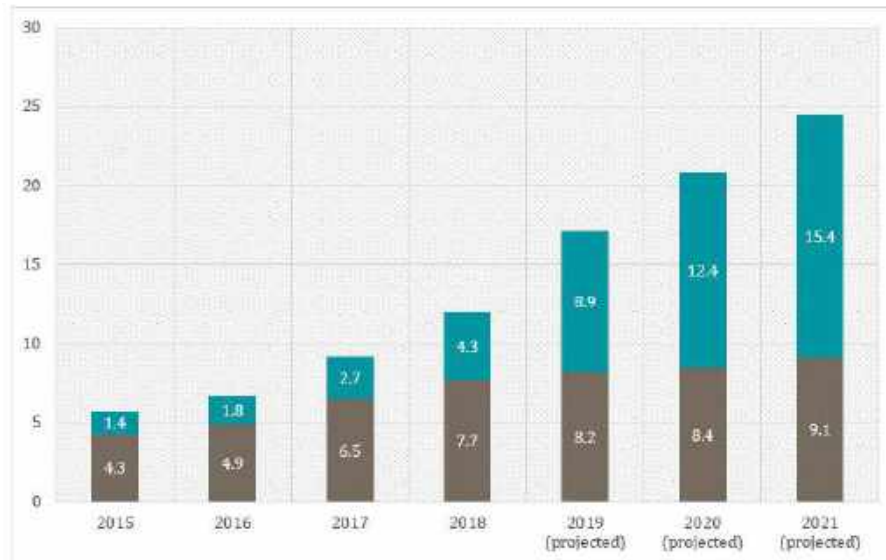


Figure 2: Medical and recreational cannabis sales forecast, billion \$

Cannabis Control Commission (CCC) Deadlines⁵

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

Cannabis stores sold about \$9.3 million worth of cannabis products during the first month and in February 2019 total legal cannabis sales exceeded \$40 million, according to figures released by the Cannabis Control Commission.

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

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

S.W.O.T. ANALYSIS

STRENGTHS

- Agile: Our modest size allows quick implementation of company-wide changes
- Niche-Oriented- Targeted consumer
- One of the first East coast luxury cannabis brand
- Knowledge of products and demographic- able to make solid connection with Mass consumers
- Youth- Energetic and able to deliver newsolutions

S

WEAKNESSES

- Small Business
- Limited Finances
- Inexperienced in growing on commercial scale
- High energy consumption

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OPPORTUNITIES

- Evolution of the industry
- Consumer enthusiasm
- Economic empowerment regulations
- State-wide collaborations
- Strong brand recognition can open doors for national collaborations and opportunities

THREATS

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

MARKETING & SALES STRATEGY

MARKETING PLAN

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

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

The most effective strategies for legal marijuana companies are to direct marketing at industry conferences and other social events, building communities around marijuana-related concerns such as health and wellness. The marketing and sales strategy of Teddy's Veggies will be based on generating long-term personalized relationships with retailers, dispensaries, and manufacturers.

TARGET CUSTOMERS

Our target consumers are design savvy professionals who will appreciate the luxury of convenience. From [REDACTED] poets, our artisan cannabis is curated to create a high-end experience, whether seeking relief or enlightenment.

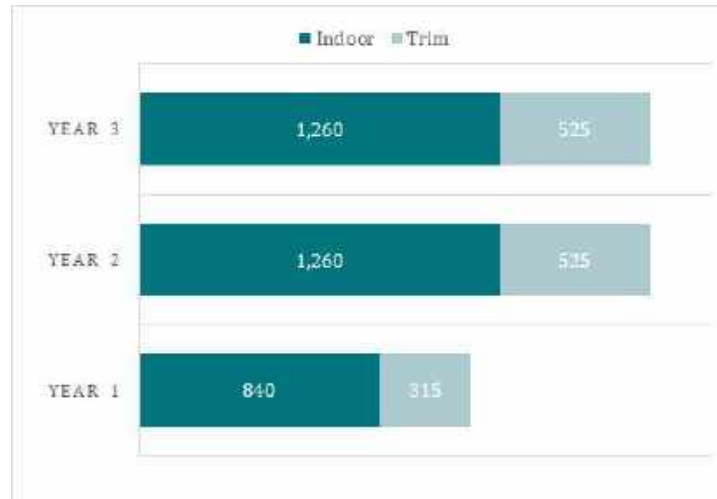
COMPETITION

We believe we possess several strengths that will allow us to remain at the forefront of the consumer's radar at all times. The recreational cannabis industry is known to be highly competitive in the U.S and in most parts of the world. The industry is growing and there remain alternative ways through which clients/[REDACTED] can obtain their recreational cannabis. In this growing industry, we believe Teddy's Veggies has two main competitors. First is the illicit market, which has established distribution channels and direct-to-consumer marketing. These entities operate with a fraction of the overhead of a state-regulated cultivator. Our second competitor will be large-scale grow operations. These competitors ensure that they do all that lies within their power to gain a favorable market share of the available market in any given region.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated, the products offered, and the location where the product can be purchased. In this industry a major advantage will be Teddy's Veggies connection to the consumer. Branding will also play a significant role. Despite stiff competition 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 through top-notch client service that Teddy's Veggies can secure a fair share of the available market.

SALES FORECAST

- ! Teddy's Veggies intends to cultivate indoors all year round.
- ! Growth rate for revenue is about 70% for the second year.



SALES FORECAST FOR FIRST THREE YEARS

!	1M	2M	3M	4M	5M	6M
YEAR 1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 108,333
!	7M	8M	9M	10M	11M	12M
YEAR 1	\$ 248,809	\$ 178,571	\$ 178,571	\$ 178,571	\$ 178,571	\$ 178,571
!	1M	2M	3M	4M	5M	6M
YEAR 2	\$ 286,458	\$ 286,458	\$ 286,458	\$ 286,458	\$ 286,458	\$ 286,458
!	7M	8M	9M	10M	11M	12M
YEAR 2	\$ 286,458	\$ 286,458	\$ 286,458	\$ 286,458	\$ 286,458	\$ 286,458
!	1M	2M	3M	4M	5M	6M
YEAR 3	\$ 312,500	\$ 312,500	\$ 312,500	\$ 312,500	\$ 312,500	\$ 312,500
!	7M	8M	9M	10M	11M	12M
YEAR 3	\$ 312,500	\$ 312,500	\$ 312,500	\$ 312,500	\$ 312,500	\$ 312,500

WHOLESALE PRICING BENCHMARKS

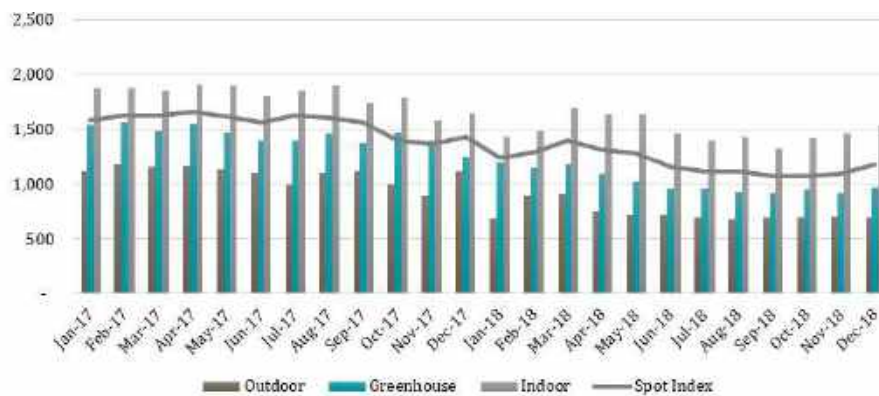


Figure 5. U.S. Wholesale flower prices, \$/pound 2017-2018

The U.S. Spot fell by 21.8% from the opening to the closing week of 2018. Additionally, for Q4, the national composite rate averaged \$1,094 per pound, off by 32.8% compared to the quarterly average price of \$1,417 per pound, documented in the same period in 2017. Yet, Q4 2018's mean going rate is off by only 2.2% from Q3's quarterly average price of \$1,119 per pound. Rising rates in California, Colorado, and Oregon in the wake of the fall harvest period worked to mitigate the quarter-over-quarter downturn. However, prices in Massachusetts should be higher because of the lack of legal cultivation facilities in the greater Massachusetts area.

- ~ 2016 U.S. Spot Index average = \$1,789
- ~ 2017 U.S. Spot Index average = \$1,562
- ~ 2018 U.S. Spot Index average = \$1,194

The seasonal impact of the fall harvest remains undeniable, driving prices to their annual low in November the last three years:

- ~ 2016 low was \$1,386 on November 11th
- ~ 2017 low was \$1,368 on November 17th
- ~ 2018 low was \$1,047 in November 9th

The volume of wholesale flower sold in the U.S. cannabis market grew 22% in 2017

- ~ Estimated 3.0 million pounds in 2016
- ~ Estimated 3.7 million pounds in 2017

The U.S. wholesale market for cannabis flower was \$5.7 billion in 2017

- ~ 77% the size of the U.S. wholesale wheat market of \$7.4 billion

OPERATING PLAN

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

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

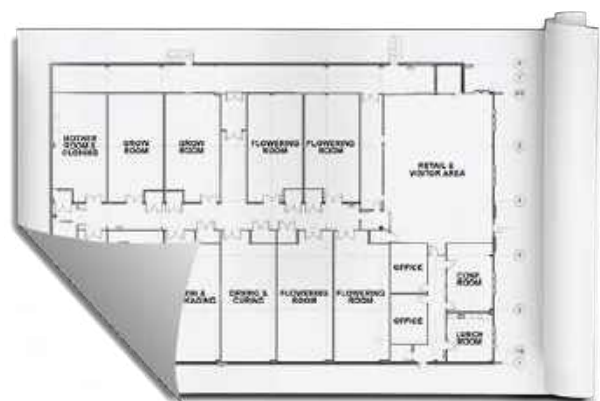
1. Seed variety,
2. Whether the plants are grown from seeds or clones,
3. When plants are put into flowering, and
4. Optimization of the climatic conditions of the grow-room.

CULTIVATION FACILITY

The cultivation premises will be located in a 5,000 – 7,000 sq. ft. building and will be adequate to house and grow up to 6,500 plants.

Our cultivation & processing area will include:

- Mother & Cloning Rooms
- Vegetative Rooms
- Flowering Rooms
- Drying & Trim Rooms
- Curing Rooms
- Packaging Rooms
- Research and Development Room



PHASES OF PRODUCTION

➔!!!!!!Germination of seeds, gendering plants, male/female, or feminized plants (10 weeks)

➔!!!!!!1st stage: taking and rooting clones (2 weeks)

➔!!!!!!2nd stage: clone/vegetation (1 week)

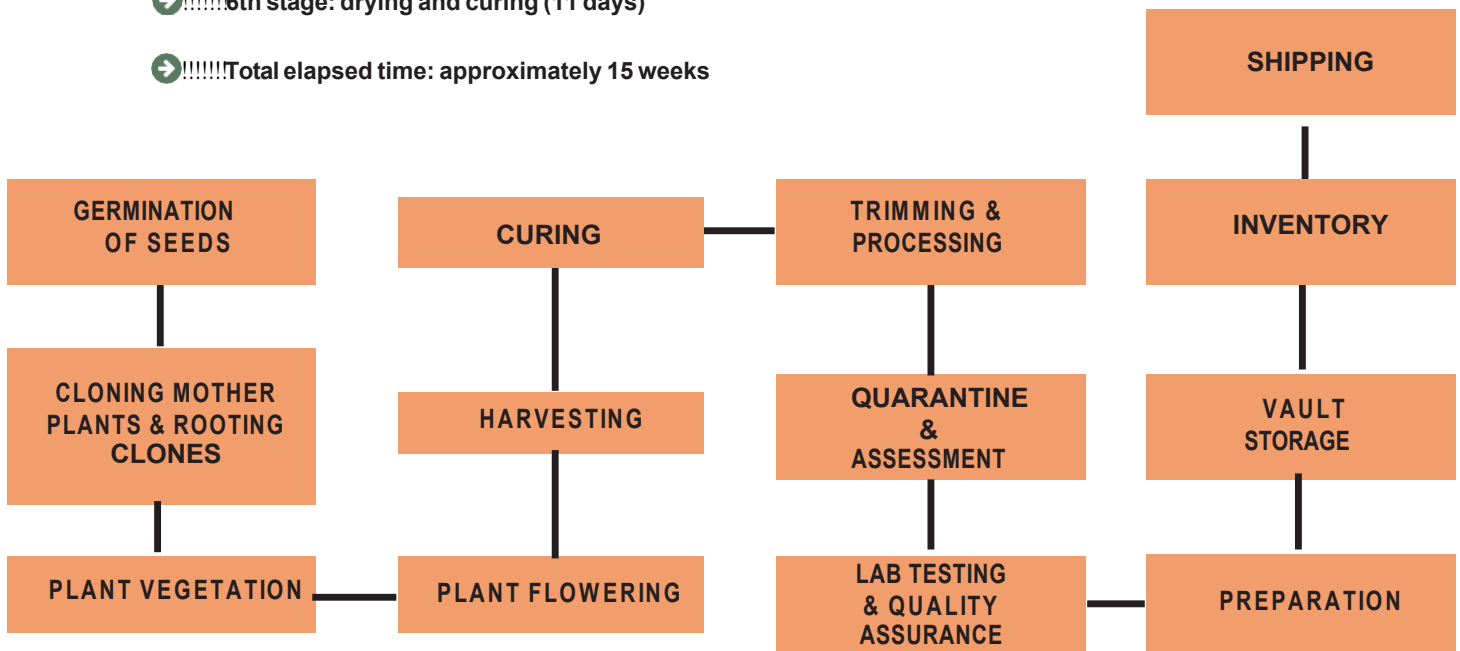
➔!!!!!!3rd stage: vegetation (2 weeks)

➔!!!!!!4th stage: flowering (8 weeks)

➔!!!!!!5th stage: processing/trimming (3 days)

➔!!!!!!6th stage: drying and curing (11 days)

➔!!!!!!Total elapsed time: approximately 15 weeks



PRODUCT TIMELINE AND PRODUCTION

Teddy's Veggies will have the ability to vegetate up to 1,000 plants and flowers concurrently, grow up to 12 different strains of cannabis, and support all growth stages from seedling to finished product. Teddy's Veggies intends to grow 5-7 exclusive strains that other growers do not have.

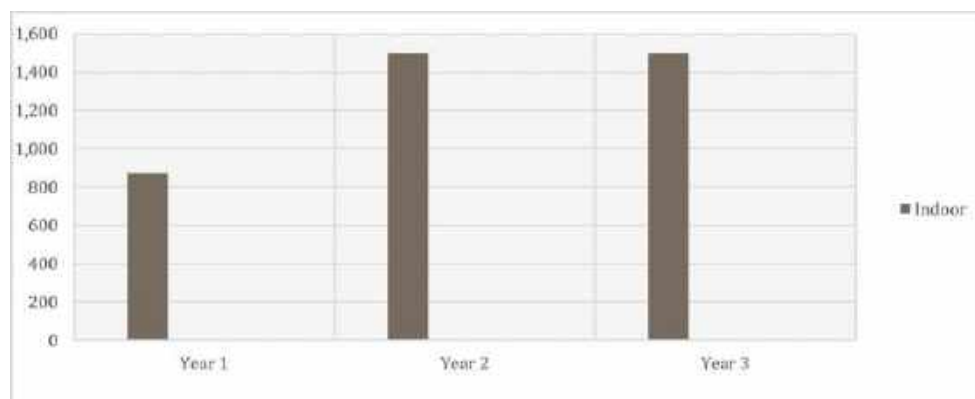


Figure 8: Yields forecast, pounds

PHYSICAL SECURITY PLAN

We are in the process of currently locating our cultivation facility in a light industrial complex area that includes manufacturing and industrial businesses. Located on a large lot within a secured fence, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility will be housed in a building that does not adjoin high-use public areas, sits in a secured lot and is not visible from the street. The facility is set back from high traffic intersections and is away from busy public roads.

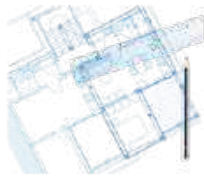
The facility has secure means of ingress and egress, is located in a light industrial complex, is not accessible to foot traffic, is in an area of low vehicular traffic, is in an area with little or no non-commercial traffic, is not located near any schools, freeways, residential housing, or places of worship. There is one entrance, one side exit, and three roll-up steel doors for deliveries. There are no windows. Car access also will be limited.

A site plan showing the entire structure of the cultivation center, including the street(s), parking lot(s), other tenants within the facility, and any other entities that physically border the cultivation will be shown once location is identified. .

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

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

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



FLOOR PLAN

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

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

LIGHTING

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

Teddy's Veggies will ensure that sufficient lighting

requirements are met between dusk and dawn.

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

GUARDS

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

During operating hours, we will have at least one on-site security guard at the cultivation site. After operating

hours, we will utilize an electronic surveillance system and electronic intrusion detection system to monitor the cultivation facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be investigated immediately.

PERIMETER SECURITY

We will secure the perimeter of our facility to prevent unauthorized intrusion. In our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance.

The cultivation facility currently has type of fencing on the location side and a height foot high material fence around the entire perimeter with number locked gate entries. Any new fencing will be installed in such away that no gaps will be left between the fencing and areas where it butts up against the building or yard. The

security of any perimeter fencing will be checked by guards daily.

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

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

INTERNAL ACCESS-POINT CONTROL

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards and electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

LIMITED ACCESS TO SECURED AREAS AND VISITORS

Teddy's Veggies has limited access areas. Teddy's Veggies ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.

VIDEO SURVEILLANCE

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

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

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

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

THIRD-PARTY MONITORING

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

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

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

INTRUSION AND MOTION DETECTION

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

BURGLARY ALARM SYSTEM

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

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

PANIC BUTTONS AND INTERNAL COMMUNICATIONS

Panic buttons will be installed inside the facility.

FIRE SECURITY

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

TRANSPORTATION

INTRUSION AND MOTION DETECTION

- 1.! Cannabis items will be transferred only between licensed premises by a licensee or licensee representative.
- 2.! An individual authorized to transport cannabis items will have a valid driver's license and company identification.
- 3.! Teddy's Veggies intends to:
 - » Keep marijuana items in transit shielded from public view;
 - » Use a vehicle for transport that is:
 - !Insured at or above the legal requirements in Massachusetts;
 - !Capable of securing (locking) the cannabis items during transportation;
 - !Equipped with an alarm system; and
 - !Capable of being temperature controlled if perishable marijuana items are being transported.
 - » Use CTS, generate a printed transport manifest that accompanies every transport of cannabis items that contain the following information:
 - !The name, contact information of a licensee representative, licensed premises address and license number of the licensee transporting the cannabis items
 - !The name, contact information of the licensee representative, licensed premises address, and license number of the licensee receiving the delivery
 - !Product name and quantities (by weight or unit) of each cannabis item contained in each transport, along with the UIDs for every item;
 - !The date of transport and approximate time of departure;
- !Arrival date and estimated time of arrival;
- !Delivery vehicle make and model and license plate number; and
- !Name and signature of the licensee's representative accompanying the transport.
- 4.! Teddy's Veggies will generate the manifest of this rule at least 24 hours in advance of initiating transportation.
- 5.! All cannabis items will be packaged in shipping containers and labeled with a UID tag prior to transport.
- 6.! Teddy's Veggies will be able to provide a copy of the transport manifest to each licensed premise receiving the inventory described in the transport manifest.
- 7.! Teddy's Veggies will be able to provide a copy of the printed transport manifest and any printed receipts for marijuana items delivered to law enforcement officers or other representatives of a government agency if requested to do so while in transit.
- 8.! Teddy's Veggies will contact the Commission immediately, or as soon as possible under the circumstances, if a vehicle transporting cannabis items is involved in any accident that involves product loss.
- 9.! Teddy's Veggies will provide temperature control for perishable marijuana items during transport.
- 10.! Teddy's Veggies will notify the Commission in advance of the location of every stop at an unlicensed location that exceeds two hours in duration and will make the vehicle and its contents available for inspection upon the request.

PACKAGING AND LABELING

Teddy's Veggies will conduct the following regulations for packaging and labeling:

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

TRACKING SOLUTION

Teddy's Veggies intends to use special seed-to-sales tracking solution for the cannabis cultivation business, which allows licensed operators to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation:

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

The solution also includes the following modules:

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

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

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



ORGANIZATIONAL STRUCTURE

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

CHIEF EXECUTIVE OFFICER

LEON PORCHER / CO-FOUNDER

Leon provides strategic direction for Teddy's Veggies. A Dorchester, MA native, Leon has 10 years of experience in Sales, Marketing and Branding. At an early age Leon started a record label with his older brother and cousin. By 18 years old their company had grown to 10 employees monetizing music, merchandise as well as, design and production services. At 24 years old, Leon began working at IQPC as a Sponsorship Sales Manager where he was responsible for building business relationships with C-level executives and securing investments for regional business conferences. Leon intends to use his understanding of consumer insights, the realities of building a startup, and the power of strong strategic partnerships to help guide Teddy's Veggies through a developing industry. With a clear vision, Leon looks to lead Teddy's Veggies into the future of the cannabis industry as a leader in the east coast cannabis market.

CHIEF OPERATIONS OFFICER

JOYCE TOBY / CO-FOUNDER

Joyce offers a mix of professional leadership and hands on marijuana cultivation experience. Joyce has over 10 years of experience in the healthcare industry. During that time, Joyce has mastered a multitude of beneficial management skills including coordinating tasks and deadlines of multiple departments, developing plans of care, infection control, and records management. As a nurse, Joyce developed her interpersonal skills caring for patients, educating family members, as well as supervising and in-servicing staff. These skills are essential to operating a successful business. As a marijuana enthusiast, Joyce intends on harnessing her skillset to establish Teddy's Veggies as the top cannabis distributor in the Northeast cannabis market.

SALES OPERATIONS

CLARENCE BARR / PARTNER

As a Project Manager and Land Developer, Clarence has the ability to deal with a wide range of complex administrative and technical tasks where frequent independent interpretation and decision making is required. This includes skilled communication to all levels and functions within the organization, the ability to be a team member and team leader, strong background in planning and multitasking many projects at one time, and all other methodologies to complete projects and tasks. He is responsible for organizing, prioritizing, and performing under pressure in both internal departmental contact and outside agency or customer interactions. Clarence stated, “My interests within Teddy’s Veggies is to help develop it into one of the largest distributors in the Northeast. What drew me to the company is the connection I have with the owners. Their passion and ambition are something I believe in and I know that together we can obtain anything.”

PARTNER

SHANEE HAYES

Investor-Partner with Teddy’s Veggie. “The market is trending with successful cannabis business models and now we have an opportunity to do it here in MA. That along with the vision to become the “go to” distributor for the luxury cannabis experience, is what attracted me to the company.”

TEDDY’S VEGGIE FARM ADVISOR

BJ BUENO

As a gifted speaker and branding expert, Bolivar J. Bueno has had the privilege of presenting his ideas on consumer psychology for organizations including CNN, Target, IBM, Kohl’s, and the LA Lakers. As a speaker and board member of the National Retail Federation (NRF) and the Retail Advertising & Marketing Association (RAMA), BJ advises companies like Target, Walmart, Washington Mutual, Toys-R-Us and Kohl’s in their retail, advertising, and marketing efforts. BJ is the author of *Customers First: Dominate Your Market by Winning Them Over Where It Counts the Most* (McGraw-Hill, 2012) and is the co-author of *The Power of Cult Branding* (Crown Business, 2002), a work that received rave reviews from leading mavens like Jack Trout, Al Ries, Jay Conrad Levinson, and Jeffrey Fox. He is also the author of the handbook *Cult Branding Workbook* as well as *Why We Talk: The Truth Behind Word-of-Mouth*. BJ provides Teddy’s Veggies with a wealth of experience in marketing and consumer insights.



FINANCIAL PLAN



START-UP SUMMARY

The business will be fully funded with \$2.2 million. This will include total capital cost of over \$0.9 million, leaving nearly \$1.3 million as working capital.

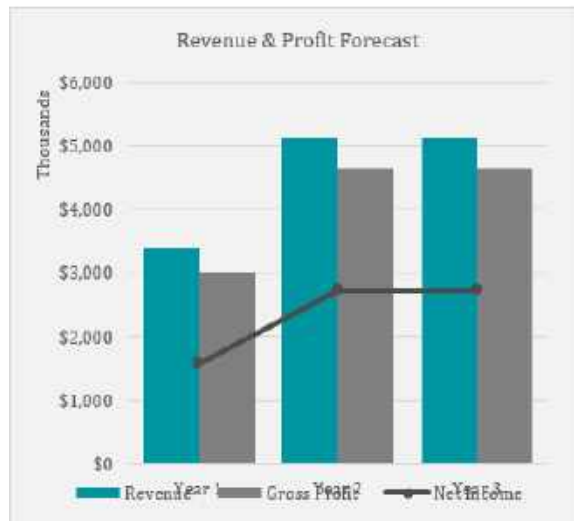
\$	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
CAPEX				
LAND & DEVELOPMENT	0	0	0	0
BUILDING FOR CULTIVATION, BUILD OUT	115,000	0	0	0
GROWING EQUIPMENT	226,063	0	0	0
LIGHTING SYSTEM	155,938	0	0	0
ALARM & SECURITY SYSTEM	29,440	0	0	0
MONITORING - VIDEO & CAMERA SYSTEM	13,608	0	0	0
COMPUTER SYSTEM	9,720	0	0	0
Wholesale Purchases	25,000	25,000	25,000	25,000
HomeDelivery	0	0	0	0
OTHER	0	0	0	0
OPEX				
COGS - COST OF GOODS SOLD	83,478	83,478	83,478	83,478
G&A EXPENSES - INITIAL & GENERAL COSTS	72,750	12,750	12,750	12,750
G&A EXPENSES- Manufacturing	30,000	10,000	10,000	10,000
SG&A EXPENSES - MARKETING & SALES EXPENSES	1,000	3,000	3,000	3,000
SALARIES & BENEFITS	93,296	93,296	93,296	93,296
SG&A EXPENSES - MISC.	5,000	3,249	3,249	3,502
TOTAL	860,293	230,773	230,773	231,026

FINANCIAL SUMMARY

Teddy's Veggies will fund its startup costs largely through investors.

From a total investment of \$2.2 million, Teddy's Veggies is expected to generate nearly \$3.4 million in gross revenues with net income of nearly \$1.5 million in Year 2, its first full year of operations. Revenues are expected to grow to nearly \$2.7 million in Year 3.

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



DIRECT AND INDIRECT SOCIAL IMPACTS

Teddy's Veggies will create 8-15 new jobs in the county with over \$400,000 thousand in salaries.

Teddy's Veggies has a purpose driven initiative to utilize the legalization of cannabis to positively affect change in Massachusetts, specifically areas disproportionately impacted by cannabis prohibition. In addition to providing jobs and generating tax revenue for these communities, Teddy's Veggies will seize the opportunity to plant seeds and empower programs that create long-term benefits and prosperity.

Teddy's Veggies will provide opportunities for people of all ages and levels of learning to develop life and career skills with a focus on financial literacy, media and technology. These opportunities will allow them to participate equitably in a 21st century environment. By leveraging high-level partnerships, state-wide and national collaborations, online and in-person networks, Teddy's Veggies will design and support programs that help our communities access a family-sustaining income, encourage livelihood and build social capital, business retention, expansion and attraction. Working with local leaders and well-established organizations with deep community ties will help ensure resources are allocated effectively, while providing maximum impact and efficiency.

CANNABIS TAXES

Under the new law, recreational cannabis is taxed 17 to 20%. The baseline tax is 17%, which is determined from a combination of a 6.25% sales tax and a 10.75% special excise tax on adult use. Cities and towns can choose to add a 3% tax on top of the 17%, tallying up to a 20% tax on retail cannabis.

DIRECT AND OPERATING EXPENSE BREAKDOWN

DIRECT COSTS

	\$	Year 1	Year 2	Year 3
Cultivation Electricity		103,680	172,800	172,800
Cultivation Water		12,422	15,000	15,000
Cultivation Labor		108,000	108,000	108,000
Growing Solutions		27,344	34,125	34,125
Seeds/Clones		3,125	2,700	2,700
Trimming & Packaging		5,020	8,780	9,780
Storage & Transport		5,250	7,875	7,875
Lab testing (the prepacked or unpacked harvest batch from which a sample is obtained shall weigh no more than 50.0 pounds)		18,000	27,000	27,000
Other Direct Cultivation Costs				
Grow Light Bulbs		14,580	14,580	14,580
Other Supplies		10,800	5,400	5,400
Other costs		0	0	0
Taxes				
Cultivation Taxes		0	0	0
Total		308,221	396,260	397,260

OPERATING EXPENSES

\$	Year 1	Year 2	Year 3
G&A Expenses - Initial & General Costs			
Legal Fees & Licensing for setting up	60,000	0	0
Website/Ecommerce platform development	0	0	0
Other initial expenses	0	0	0
General expenses from the second year	0	0	0
Licensing, renewal	0	35,410	35,410
Professional fees, Insurance	51,000	51,000	51,000
Other general expenses	0	0	0
G&A Expenses - Cultivation			
Building Renting	60,000	61,800	63,654
Building Maintenance, including utilities (non-production)	6,000	6,000	6,000
Equipment Maintenance	4,500	4,500	4,500
Administrative expenses, including phone and internet	10,500	10,500	10,500
Inventory Control Systems, Security & Other Software Services	12,000	12,000	12,000
Property Taxes	0	0	0
Community Service (% of sales)	19,845	29,768	29,768
SG&A Expenses - Marketing & Sales Expenses			
Marketing Expenses, including PR, Branding, Online and Offline advertising	10,000	12,000	12,000
Other Marketing & Sales Expenses	0	0	0
Brokers and Sellers Fees	0	0	0
SG&A Expenses - Misc.	12,892	13,488	13,488
Salaries & Benefits	373,186	390,957	390,957
TOTAL	619,923	627,423	629,277

PROFIT & LOSS FORECAST

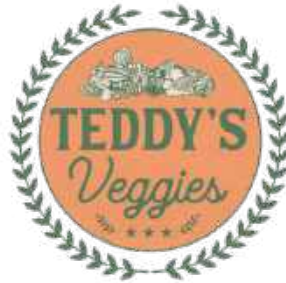
Teddy's Veggies' revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Cultivation	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue					
# of harvests	3	5	5	6	6
Pounds per Harvest	255	275	300	300	500
Total of Pounds Harvested	765	1375	1500	1800	3000
Wholesale Price per Pound	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Gross Revenue from Wholesale	\$ 1,912,500	\$ 3,437,500	\$ 3,750,000	\$ 4,500,000	\$ 7,500,000
Direct Costs - Cost of Goods Sold					
Warehouse Rent	\$ 60,000	\$ 61,800	\$ 63,664	\$ 65,564	\$ 67,531
Cultivation Electricity	\$ 86,700	\$ 172,800	\$ 172,800	\$ 216,000	\$ 216,000
Cultivation Water	\$ 12,422	\$ 15,000	\$ 15,000	\$ 18,750	\$ 18,750
Cultivation Labor	\$ 108,000	\$ 108,000	\$ 108,000	\$ 135,000	\$ 135,000
Growing Solutions	\$ 27,344	\$ 34,125	\$ 34,125	\$ 42,656	\$ 42,656
Seeds/Clones	\$ 3,125	\$ 2,700	\$ 2,700	\$ 3,375	\$ 3,375
Trimming & Packaging	\$ 5,020	\$ 8,780	\$ 9,780	\$ 12,225	\$ 12,225
Lab testing	\$ 18,000	\$ 27,000	\$ 27,000	\$ 33,750	\$ 33,750
Grow Light Bulbs	\$ 14,580	\$ 14,580	\$ 14,580	\$ 20,000	\$ 20,000
Other Supplies	\$ 10,800	\$ 5,400	\$ 5,400	\$ 5,400	\$ 5,400
Contingency	\$ 5,250	\$ 7,875	\$ 7,875	\$ 9,844	\$ 9,844
Total Cost of Goods Sold	\$ 345,991	\$ 450,285	\$ 453,039	\$ 552,220	\$ 554,687
Gross Profit	\$ 1,566,509	\$ 2,987,315	\$ 3,296,961	\$ 3,947,280	\$ 6,945,313
Gross Margin %	81.91%	86.90%	87.92%	87.72%	92.60%
Operating Expenses					
G&A Expenses - Initial & General Costs	\$ 111,000	\$ 30,000.00	\$ 30,000.00	\$ 37,500.00	\$ 37,500.00
G&A Expenses - Manufacturing	\$ 60,000	\$ 40,000.00	\$ 42,000.00	\$ 52,500.00	\$ 52,500.00
Marketing & Sales Expenses	\$ 10,000	\$ 12,500	\$ 12,500.00	\$ 15,625.00	\$ 15,625.00
Salaries & Benefits	\$ 264,842	\$ 277,000	\$ 277,000.00	\$ 277,000.00	\$ 277,000.00
SG&A Expenses - Misc.	\$ 15,000	\$ 22,500	\$ 33,750.00	\$ 42,187.50	\$ 42,187.50
Land & Development	\$ -				
Building for Cultivation, build out	\$ 115,000				
Growing Equipment	\$ 225,063			\$ 83,900	
Lighting System	\$ 155,938				
Alarm & Security System	\$ 28,440				
Monitoring - Video & Camera System	\$ 13,608				
Computer System	\$ 9,720				
Operating Expenses Total	\$ 1,009,611	\$ 382,000	\$ 395,250	\$ 508,713	\$ 424,813
Operating Income (EBITDA)	\$ 556,898	\$ 2,605,315	\$ 2,901,711	\$ 3,438,568	\$ 6,520,501
Depreciation and Amortization	\$ 38,100	\$ 30,047	\$ 30,047	\$ 34,554	\$ 34,554
EBIT	\$ 518,798	\$ 2,575,268	\$ 2,871,664	\$ 3,404,014	\$ 6,485,947
Interest Expense	\$ 117,000	\$ 120,685.00	\$ 104,284.00	\$ 104,284.00	\$ 104,284.00
Income Tax	375,000	687,500	750,000	900,000	1,500,000
Net Income	\$ 25,798	\$ 1,767,083	\$ 2,017,380	\$ 2,399,730	\$ 4,881,663
% of Rev	1.40%	51.41%	53.80%	53.33%	65.09%

BALANCE SHEET

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

	Year 1	Year 2	Year 3	Year 4	Year 5
Assests					
Current Assets					
Cash	\$24,140	\$1,767,083	\$2,017,380	\$2,399,730	\$4,881,663
Receivables	\$ 93,750	\$ 171,875	\$ 187,500	\$ 225,000	\$ 375,000
Inventory	\$ 11,521	\$ 11,746	\$ 11,746	\$ 11,746	\$ 11,746
Total Current Assets	\$ 129,411	\$ 1,950,704	\$ 2,216,626	\$ 2,636,476	\$ 5,268,409
Long term assets					
PP&E	\$ 381,001	\$ 342,901	\$ 304,801	\$ 266,701	\$ 228,601
Accum Dep	\$ 38,100	\$ 38,100	\$ 38,100	\$ 38,100	\$ 38,100
PP&E, net	\$ 342,901	\$ 304,801	\$ 266,701	\$ 228,601	\$ 190,501
Total Assets	\$ 472,312	\$ 2,255,505	\$ 2,483,327	\$ 2,865,077	\$ 5,458,910
Liabilities					
Current Liabilities					
Accounts Payable	\$ 29,243	\$ 30,212	\$ 30,212	\$ 30,212	\$ 30,212
Accrued Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Liabilities	\$ 29,243	\$ 30,212	\$ 30,212	\$ 30,212	\$ 30,212
Long Term Liabilities	\$ 900,000	\$ 800,000	\$ 700,000	\$ 600,000	\$ 500,000
Total Liabilities	\$ 929,243	\$ 830,212	\$ 730,212	\$ 630,212	\$ 530,212
Equity					
Total Equity	\$ (456,931)	\$ 1,425,293	\$1,753,115	\$ 2,234,865	\$ 4,928,698
Total Liabilities and Equity	\$472,312	\$2,255,505	\$2,483,327	\$2,865,077	\$5,458,910
A & LE Check	\$ -	\$ -	\$ -	\$ -	\$ -



TEDDY'S VEGGIE FARM, LLC

Leon Porcher
CEO and Co-Founder
lporcher0@gmail.com
(508) 499-0444

Teddy's Veggie Farm, LLC

Policy and Procedures for Restricting Access to Individuals Younger Than 21 Years Old

Policy

Teddy's Veggies, LLC ("Teddy's Veggies") shall restrict access to its Marijuana Establishment to consumers, employees, and independent contractors who are 21 years of age or older in accordance with 935 CMR 500.140(2) and 935 CMR 500.030.

Procedures

To ensure that access is restricted to those 21 years of age or older, Teddy's Veggies shall institute the below procedures.

Members, Employees, Independent Contractors and Volunteers

- All of Teddy's Veggies' Members, Employees, Independent Contractors, Managers, and Volunteers must be at least 21 years of age prior to commencing their employment with the company.

Marijuana Establishment

- Teddy's Veggies shall have a separate room in the front of the Marijuana Establishment that is blocked off from the main display room, called the Inspection Room, where a Marijuana Establishment agent will check customers' proof of identification to verify that they are at least 21 years of age. Upon verification, the door to the main display room shall be opened, and customers will be permitted to enter.
- Under no circumstances shall any visitor be admitted to the main floor room without proper proof of identification.
- Under no circumstances shall any visitor be admitted to the main floor room if they are not at least 21 years of age.

Unauthorized Sales and Right to Refuse Sales

- Marijuana Establishment agents must refuse to sell marijuana to any consumer who is unable to provide valid proof of identification.
- Marijuana establishment and delivery agents must ensure marijuana products are distributed to consumers of legal age and correct identity, by pre-verifying their age and identity through the marijuana retailer from which they intend to order products, either in person or online.
- Deliveries will be prohibited from dormitories and other university housing and federally subsidized housing.

Teddy's Veggie Farm, LLC

Financial Record Keeping

Teddy's Veggie Farm, LLC ("Teddy's Veggies") shall maintain company's financial records for a period in accordance with Teddy's Veggies' operating agreement, but never for less than 12 months.

Procedures

- Teddy's Veggies' financial records shall be maintained in accordance with generally accepted accounting principles.
- Teddy's Veggies shall maintain computerized records of the following:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.

Teddy's Veggies' Secretary shall be responsible for maintaining the company's financial records and will work closely with the Accountant and Chief Executive Officer to ensure their accuracy.

Teddy's Veggie Farm, LLC

Policies and Procedures for Energy Compliance

Policy

Teddy's Veggies Farm, LLC ("Teddy's Veggies") shall maintain company's financial records for a period in accordance with Teddy's Veggies' operating agreement, but never for less than 12 months.

Procedures

compliance with any of the requirements of 935

CMR 500.120(11) will be demonstrated through an energy compliance letter prepared by one or more of the following energy professionals:

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

Teddy's Veggies will increase energy efficiency and power conservation by:

5. Identifying potential energy use reduction opportunities (such as natural lighting, solar power and energy efficiency measures), and a producing plan for implementation of such opportunities. 935 CMR 500.105(15)
6. Seeking opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. 935 CMR 500.105(15)
7. Developing strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). 935 CMR 500.105(15)
8. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15)

Teddy's Veggie Farm, LLC

Policies and Procedures for Quality Control and Testing

Policy

Teddy's Veggie Farm, LLC ("Teddy's Veggies") understands that ensuring the quality and safety of marijuana and marijuana products is vital to the sustainability, reputation, and safety of the company and marijuana industry. As such, Teddy's Veggies will achieve exceptional standards of quality by implementing rigid operational procedures, maintaining a sanitary controlled environment, and ensuring that all marijuana and marijuana products obtained from Marijuana Cultivators have been produced under strict operational procedures and have passed all testing required by laws.

Procedures

Processing

- Teddy's Veggies shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)
- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately. 935 CMR 500.105(3)
- Hand-washing facilities shall be located in production areas and wherever satisfactory sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)

- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. 935 CMR 500.105(12). 935 CMR 500.105(3)
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3)
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3).
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)10
- Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)
- Teddy's Veggies shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. 935 CMR 500.140(9)

Agreements with Marijuana Cultivators

- Teddy's Veggies shall purchase all its marijuana and marijuana products from licensed Marijuana Cultivators. To ensure the quality of the products purchased, Teddy's Veggies will require all contracts with Marijuana Cultivators to require the Marijuana Cultivators to certify that the marijuana sold complies with 935 CMR 500.160 and all other applicable quality control and testing laws, regulations, and ordinances.
- Teddy's Veggies will not sell or market any marijuana or marijuana product for adult use that is not capable of being tested by Independent Testing Laboratories.

Storage of Marijuana and Marijuana Products

- Inventory shall be stored under conditions that will protect them against physical, chemical, and microbial contamination, in addition to protecting against the deterioration of finished products or their containers. 935 CMR 500.105(3)
- Teddy's Veggies shall store its inventory in a safe that is in a specially designated area that provides adequate ventilation, temperature, and humidity.
- Teddy's Veggies' storage area shall be free from infestation by insects, rodents, birds, and pests of any kind.

Response to Laboratory Results

- Teddy's Veggies shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)
- Teddy's Veggies' contract with Marijuana Cultivators shall require the Cultivators to take possession of any contaminated products and dispose of them according to applicable laws and regulations.

Teddy's Veggie Farm, LLC

Record Keeping Policies and Procedures

Teddy's Veggie Farm, LLC ("Teddy's Veggies") shall maintain the following records:

- Written operating procedures;
- Inventory records;
- Seed-to-sale tracking records for marijuana and marijuana products;
- Personnel records;
- Business records; and
- Waste disposal records.

Teddy's Veggies' Secretary shall be responsible for the maintenance of the above records and will work closely with the Chief Financial Officer to ensure the accuracy and maintenance of the company's business records.

- Teddy's Veggies shall keep these waste records for at least three years. 935 CMR 500.105(12)
- Teddy's Veggies shall maintain records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)
- Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)
- Inventory records shall be maintained as required by 935 CMR 500.105(8). 935 CMR 500.105(9)
- Seed-to-sale tracking records for all marijuana shall be maintained as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9)

Personnel Records

- Teddy's Veggies shall maintain a personnel record for each Marijuana Establishment agent for at least 36 months after termination of the individual's affiliation with the Marijuana Establishment.

The following personnel records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each agent.
- 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. 935 CMR 500.105(9)
- Personnel records include, but are not limited to, the following:
 - All materials submitted in connection with the prospective facility agent's marijuana agent registration application submitted to the CCC;
 - Documentation of verification of references;
 - Description of job description or employment contract, including duties, authority, responsibilities, qualifications, and supervision;
 - Signed and dated training records, including:
 - Date, time, and place training was received,
 - Topics discussed, and
 - name and title of presenter;
 - Documentation of periodic performance evaluations;
 - Record of any disciplinary action taken;
 - Notice of completed Responsible Vendor Training and 8-hours of related duty training.
 - Staffing plan that demonstrates accessible business hours and safe dispensing conditions; and
 - All background check reports.

Business Records

- Business records include but are not limited to:
 - assets and liabilities;
 - transactions;
 - books of accounts;
 - sales records, form and cost;
 - salary and wage paid to facility agents.
- Teddy's Veggies will retain all business records for a period for a minimum of 36 months.



July 13, 2021

Leon Porcher, CEO Teddy's Veggies Farm, LLC
203 Greenville St.
Spencer, MA 01563

Dear Mr. Porcher,

This letter is to confirm that the Community Foundation of North Central Massachusetts, is a 501c3, established in 2001 to serve the thirty-three cities and towns of North Central Massachusetts.

We can accept donations from Teddy's Veggies Farm, LLC and can distribute those funds to the Communities of Disproportionate Impact as designated by the Cannabis Control Commission, such as Abington; Amherst; Boston; Brockton; Chelsea; Fall River; Fitchburg; Haverhill; Holyoke; Lowell; Lynn; Leominster; Mansfield; Monson; New Bedford; Quincy; Randolph; Revere; Spencer; Taunton; Walpole; Wareham and Worcester,

Among the nonprofits we distribute to serve individuals who have previous drug convictions and are in need of services to improve their lives.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Mack".

Linda Mack

Vice President for Philanthropy
Community Foundation of North Central Massachusetts

Teddy's Veggie Farm, LLC

Personnel Policies

Policy

- Teddy's Veggie Farm, LLC ("Teddy's Veggies") policy is to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws in accordance with 935 CMR 500.105(9); 935 CMR 500.105(1). Teddy's Veggies will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.
- Teddy's Veggies' Management is primarily responsible for ensuring that equal employment opportunity policies are implemented, however all members of the staff share in the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including, Managers, determined by Teddy's Veggies to be involved in discriminatory practices are subject to disciplinary action and may be terminated.
- Teddy's Veggies strives to maintain a work environment that is free of discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including Managers, co-workers, vendors, or clients.
- All employees will be at least 21 years of age.
- All employees will be subject to background checks, as required by law, and will obtain all necessary permits/licenses prior to the commencement of work.
- A staffing and records will be in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)
- Alcohol, smoke, and drug-free working environment in accordance with 935 CMR 500.105(1)
- Confidential information will be maintained in accordance with 935 CMR 500.105(1)
- In the event any agent is involved with the diversion of marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor it shall result in immediate termination and immediate notification to the Commission. 935 CMR 500.105(1)

Teddy's Veggie Farm, LLC

Policies and Procedures for Qualifications and Training

- Teddy's Veggie Farm, LLC ("Teddy's Veggies") will ensure that all facility agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function. Facility agents will train for three weeks before acting as a facility agent.
- New facility agents will receive employee orientation prior to beginning work with Teddy's Veggie Farm. Each department manager will provide orientation for facility agents assigned to their department. Orientation will include a summary overview of all training modules.
- Facility agents, at a minimum, will be trained and retrained on: applicable state and federal marijuana laws, regulations, and guidelines; standards of conduct and reasons for dismissal; inventory management, applicable operating procedures, emergency and incident management; diversion prevention and security measures; safety; appropriate behavior; product handling and good sanitation practices; quality control; product safety; record keeping; and other topics specified by the CCC.
- Training will be reported and retained in facility agent's file. Training records will include the signed statement of the individual indicating the date, time, and place training took place, as well as the topics discussed, including the name and title of presenter. Facility agents will have continuous quality training and a minimum of 8 hours annual on-going training.
- A list of anticipated positions and their qualifications in accordance with 935 CMR 500.105
- All current owners, managers, and employees shall complete the Responsible Vendor Program training in accordance with 935 CMR 500.105(2)
- All new employees shall complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)
- Responsible Vendor Program documentation must be retained for four (4) years in accordance with 935 CMR 500.105(2)



Teddy's Veggie Farm, LLC

Diversity Plan

Policy

Teddy's Veggie Farm, LLC ("Teddy's Veggies") understands the value of a diverse workforce. Teddy's Veggies believes the policies and standards that we establish today will create an impact for decades to come. As such, Teddy's Veggies is committed to ensuring that diversity of the workforce is made a top priority.

Teddy's Veggies' policy is to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Teddy's Veggies will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Procedures

To maintain a diverse workforce, Teddy's Veggie Farm, LLC will institute the following procedures:

Hire Employees From Impacted Communities

Teddy's Veggies' goal is to promote and encourage full participation in the regulated marijuana industry by Commission-approved diverse populations. This plan is designed to promote equity among women, minorities, veterans, persons with disabilities, or members of the LGBTQ+ communities. We want our facility to represent the community in which we operate. Teddy's Veggies will work closely with the City Workforce Development Division to annually recruit local talent via local newspaper advertising in Worcester Telegram and Gazette, Pulse Magazine and any other means compliant with the Commission's regulations.

Diverse Applicant Requirement

For every employment opportunity that Teddy's Veggies has available, Teddy's Veggies will interview at least one candidate of diverse background for the position. Our intent is to ensure that we have a diverse pool of applicants for each position.



Teddy's Veggie Farm, LLC

Goals

1. The Company will use best efforts to ensure that we maintain a diverse workforce with a goal that the staff reflects a minimum of:
 - > 40% Black
 - > 20% Women
 - > 10% Latinx
 - > 1% Veterans
 - > 1% Persons with Disabilities
 - > 1% member of the LGBTQ+ community

2. The Company will prioritize wholesale agreements with Equity licensees. Teddy's Veggies plans to secure two wholesale agreements with Equity licensees during the first two years of being operational (2024). Additionally, Teddy's Veggies plans to secure five wholesale agreements with Equity licensees within five years of being operational (2027).

Timeline

Teddy's Veggies will maintain a timeline for showing progress or success of its Diversity Plan goals. At a minimum, the progress or success of this plan must be documented for renewal (one year from provisional licensure, and annually thereafter). Progress of program will be monitored by CEO.

Acknowledgements

Teddy's Veggies plan 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 Teddy's Veggies will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.