



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281928
Original Issued Date: 06/09/2021
Issued Date: 06/09/2021
Expiration Date: 06/09/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Thrive Cultivation & Dispensary, LLC

Phone Number: 781-858-9491 Email Address: acardillo@thriveofma.com

Business Address 1: 53 Midland Drive

Business Address 2:

Business City: Waltham

Business State: MA

Business Zip Code: 02451

Mailing Address 1: 53 Midland Drive

Mailing Address 2:

Mailing City: Waltham

Mailing State: MA

Mailing Zip Code: 02451

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

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: 30

Percentage Of Control: 100

Role: Manager

Other Role:

First Name: Anthony

Last Name: Cardillo

Suffix: III

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Kristin	Last Name: Bowles	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Anthony	Last Name: Cardillo	Suffix: Jr.
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 30	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Michael	Last Name: Cardillo	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Anthony	Last Name: Cardillo	Suffix: Jr.	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$14000000	Percentage of Initial Capital: 74
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Deborah	Last Name: Cardillo	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$1400000	Percentage of Initial Capital: 74
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Cardillo Development Corporation		Entity DBA:	
Email: acardillo@thriveofma.com		Phone: 781-858-9491	
Address 1: 53 Midland Drive		Address 2:	
City: Waltham	State: MA	Zip Code: 02451	
Types of Capital: Debt	Other Type of Capital:	Total Value of Capital Provided: \$500000	
Capital Attestation: Yes		Percentage of Initial Capital: 26	

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Anthony	Last Name: Cardillo	Suffix: III
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Retailer
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 2

First Name: Anthony	Last Name: Cardillo	Suffix: III
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Cultivator
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 3

First Name: Anthony	Last Name: Cardillo	Suffix: Jr.
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Retailer
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 4

First Name: Anthony	Last Name: Cardillo	Suffix: Jr.
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Cultivator
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 5

First Name: Kristin	Last Name: Bowles	Suffix:
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Retailer
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 6

First Name: Kristin	Last Name: Bowels	Suffix:
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 7

First Name: Michael	Last Name: Cardillo	Suffix:
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC		Business Type: Marijuana Retailer
Marijuana Establishment City: Shirley		Marijuana Establishment State: MA

Individual 8

First Name: Michael	Last Name: Cardillo	Suffix:
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Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Shirley Marijuana Establishment State: MA

Individual 9

First Name: Deborah Last Name: Cardillo Suffix:
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Shirley Marijuana Establishment State: MA

Individual 10

First Name: Deborah Last Name: Cardillo Suffix:
Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Shirley Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 114 Lancaster Road
Establishment Address 2: (FKA 130 Lancaster Road)
Establishment City: Shirley Establishment Zip Code: 01464
Approximate square footage of the Establishment: 45000 How many abutters does this property have?:
17
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Thrive - Plan to Remain Compliant with Local Zoning.pdf	pdf	5faef25d6e60eb07f57f32cb	11/13/2020
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5fb67be8dd2d7407bedede6c	11/19/2020
Community Outreach Meeting Documentation	Thrive Community Outreach Documentation.pdf	pdf	5fc6d42987f4c7077b60f88b	12/01/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Thrive_Positively Impact Areas of Disproportionate Impact.pdf	pdf	5fc50fcfc3fca007695a7a6e	11/30/2020
Plan for Positive Impact	Thrive Cultivation and Dispensary.pdf	pdf	5fc92e5f91587f078718e5dc	12/03/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager **Other Role:**

First Name: Anthony **Last Name:** Cardillo **Suffix:** III

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: Anthony **Last Name:** Cardillo **Suffix:** Jr.

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner **Other Role:**

First Name: Kristin **Last Name:** Bowles **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner **Other Role:**

First Name: Michael **Last Name:** Cardillo **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Capital Contributor

First Name: Deborah **Last Name:** Cardillo **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Cardillo Development Corporation **Entity DBA:**

Entity Description: Development Corporation

Phone: 781-858-9491 **Email:** acardillo@thriveofma.com

Primary Business Address 1: 53 Midland Drive **Primary Business Address 2:**

Primary Business City: Waltham **Primary Business State:** MA **Principal Business Zip Code:** 02451

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Thrive - Certificate of Organization.pdf	pdf	5fb67ed55b823307b79b8beb	11/19/2020
Bylaws	Thrive Cultivation & Dispensary LLC -	pdf	5fb67f01dfcf9f07cd946da1	11/19/2020

Operating Agreement - Execution Copy.pdf				
Department of Revenue - Certificate of Good standing	Thrive - Certificate of Good Standing - Commissioner of Revenue.pdf	pdf	5fb67f2f08242707d4a79bc4	11/19/2020
Department of Revenue - Certificate of Good standing	Thrive - Certificate of Good Standing - DUA.pdf	pdf	5fb67f62dd2d7407bedede89	11/19/2020
Secretary of Commonwealth - Certificate of Good Standing	Thrive - Certificate of Good Standing - SoC.pdf	pdf	5fbd99c9301ec4074f753610	11/24/2020

No documents uploaded

Massachusetts Business Identification Number: 001376172

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Thrive_Plan for Obtaining Liability Insurance.pdf	pdf	5fb59b550daeb60847fadb67	11/18/2020
Proposed Timeline	Thrive_Proposed Timeline_Product Manufacturer.pdf	pdf	5fb687ab08242707d4a79c03	11/19/2020
Business Plan	Thrive Business Plan.pdf	pdf	5fc92a0a91587f078718e5aa	12/03/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	Thrive_Samples of Unique Identifying Marks.pdf	pdf	5fb67b84bd0d8e081433ed9c	11/19/2020
Restricting Access to age 21 and older	Thrive_Plan for Restricting Access to 21.pdf	pdf	5fb67b8f8cc05c081b1b9258	11/19/2020
Prevention of diversion	Thrive_Prevention of Diversion.pdf	pdf	5fb67b9a0daeb60847fae0a7	11/19/2020
Storage of marijuana	Thrive_Storage Policy.pdf	pdf	5fb67b9ddcf9f07cd946d7c	11/19/2020
Transportation of marijuana	Thrive_Transportation of Marijuana.pdf	pdf	5fb67ba2df85ec07dfb8af80	11/19/2020
Inventory procedures	Thrive_Inventory Procedures.pdf	pdf	5fb67ba6bd0d8e081433eda0	11/19/2020
Quality control and testing	Thrive_Quality Control and Testing.pdf	pdf	5fb67bac75aac308359aee68	11/19/2020
Personnel policies including background checks	Thrive_Personnel Policies Including Background Checks.pdf	pdf	5fb67bb8a75869080486df27	11/19/2020
Maintaining of financial records	Thrive_Maintaining Financial Records.pdf	pdf	5fb67bc2df85ec07dfb8af84	11/19/2020
Qualifications and training	Thrive_Qualifications and Training.pdf	pdf	5fb67bc6a75869080486df2b	11/19/2020
Energy Compliance Plan	Thrive_Energy Compliance Plan.pdf	pdf	5fbc2fcd3bf49c082a429159	11/23/2020
Record Keeping procedures	Thrive_Recordkeeping Procedures.pdf	pdf	5fc4f2a163caf5075a67c577	11/30/2020
Diversity plan	Thrive_Diversity Plan.pdf	pdf	5fc4f2bbd8789e0780e3fcad	11/30/2020

Plan to Obtain Marijuana	Thrive_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5fc4fa8d418c5607a11d8659	11/30/2020
Security plan	Thrive - Security - RFI 12.10.20.pdf	pdf	5fd29bda4a175107ac953afe	12/10/2020
Method used to produce products	Thrive_Methods Used to Produce Products UPDATED.pdf	pdf	5fd789edc3fca007695aa517	12/14/2020
Safety Plan for Manufacturing	Thrive_PM Safety Plan UPDATED.pdf	pdf	5fd79347925f52079a1f425d	12/14/2020
Types of products Manufactured.	Thrive_Types of Products Manufactured UPDATED[2].pdf	pdf	5fd7c3b087f4c7077b611e09	12/14/2020

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM

Sunday From: 8:00 AM

Sunday To: 8:00 PM



Plan to Remain Compliant with Local Zoning

Thrive Cultivation & Dispensary, LLC (“Thrive”) will remain compliant at all times with the local zoning requirements set forth in the Town of Shirley’s Zoning Bylaws. 130 Lancaster Road is located in the Lancaster Road Commercial (LRC) Zoning District which is designated for all types of adult use marijuana businesses in the Town of Shirley’s Zoning Bylaws Section 3.9.1(b). In accordance with Zoning Bylaws Section 4.18.7, Thrive’s proposed facility is not located within 500 feet of any of the outlined setback requirements.

As required by Zoning Bylaws Sections 3.9.1(b) and 4.18.3, Thrive has applied for a Special Permit and Site Plan Review from the Planning Board, which must be acted upon within two years of submittal. Thrive will apply for building permits and obtain a Certificate of Occupancy prior to opening.

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

Host Community Agreement Certification Form

Instructions

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

Certification

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

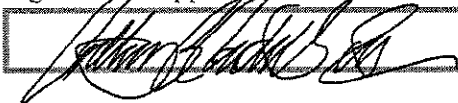
1. Name of applicant:

Thrive Cultivation & Dispensary, LLC

2. Name of applicant's authorized representative:

Anthony Cardillo III

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Shirley

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

Michael McGovern



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



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

mmcgovern@shirley-ma.gov

8. Host community agreement execution date:

9/28/20

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

Please see <https://www.shirley-ma.gov/board-selectmen/events/35694> for associated meeting documentation.



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FAX 1-978-970-4723

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POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:30pm for publication the following day.
(Friday @ 4:30pm for publication Sunday or Monday).



Public Notice

TOWN OF DRACUT
INVITATION FOR BID
MATERIAL WITH LABOR

THE TOWN OF DRACUT DEPARTMENT OF PUBLIC WORKS WILL OPEN BIDS ON MATERIAL WITH LABOR ON THURSDAY, JUNE 11, 2020 AT 10:00 A.M. IN THE TOWN MANAGER'S OFFICE 62 ARLINGTON STREET DRACUT, MA ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

COMPLETE BID PACKAGE INCLUDING SPECIFICATIONS FOR STREET CRACK SEALING, GUARD RAIL, BITUMINOUS CONCRETE PAVING (LAID IN PLACE), AND PAINTING TRAFFIC LINES MAY BE OBTAINED ON MAY 28, 2020 FROM TOWN'S WEBSITE AT: [HTTPS://WWW.DRACUTMA.GOV/PROCUREMENT](https://www.dracutma.gov/procurement) OR PICKED UP AT THE DEPARTMENT OF PUBLIC WORKS OFFICE 833 HILDRETH STREET DRACUT, MA FIRMS REQUESTING COMPLETE BID PACKAGES TO BE MAILED SHALL INCLUDE A FEE OF \$20.00 IN CASH CHECK PAYABLE TO THE TOWN OF DRACUT. ALL PRICES QUOTED SHOULD BE AT PLANT AND DELIVERED PRICES. ALL PRICES EFFECTIVE FROM JULY 1, 2020 UNTIL JUNE 30, 2021.

ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN CONFORMANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED JULY 1, 2016 THE SUPPLEMENTAL SPECIFICATIONS DATED APRIL 2019, AS AMENDED

ALL BIDS MUST BE SEALED AND PLAINLY MARKED AS TO THE ITEM OR ITEMS TO BE BID ON. AMERICANS WITH DISABILITIES ACT TO OBTAIN THIS DOCUMENT IN AN ALTERNATIVE FORMAT (BRAILLE, LARGE PRINT) OR TO MAKE A REASONABLE ACCOMMODATION (HEARING DEVICE, SIGNER, ETC.), PLEASE CONTACT A.D.A. OFFICER CHRISTINE LINDBERG AT (978) 453-9492.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, OR PARTS OF ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE TOWN.

5% BID BOND DEPOSIT IS REQUIRED WHEN SUBMITTING BIDS.

DEPOSITS WILL BE REFUNDED TO ALL BIDDERS THE DAY THE CONTRACT IS AWARDED.

EDWARD G. PATENAUE
PUBLIC WORKS DIRECTOR

May 22 2020

TOWN OF DRACUT
INVITATION FOR BID
EQUIPMENT RENTAL WITH LABOR

THE TOWN OF DRACUT DEPARTMENT OF PUBLIC WORKS WILL OPEN BIDS ON EQUIPMENT RENTAL WITH LABOR ON THURSDAY, JUNE 11, 2020 AT 10:00 A.M. IN THE TOWN MANAGER'S OFFICE 62 ARLINGTON STREET DRACUT, MA ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD. NOTE: EQUIPMENT RENTAL DOES NOT INCLUDE SNOW REMOVAL OPERATIONS FOR THIS A SEPARATE BIDDING PROCEDURE IS HELD.

COMPLETE BID PACKAGE INCLUDING SPECIFICATIONS FOR EQUIPMENT RENTAL MAY BE OBTAINED ON MAY 28, 2020 FROM TOWN'S WEBSITE AT: [HTTPS://WWW.DRACUTMA.GOV/PROCUREMENT](https://www.dracutma.gov/procurement) OR PICKED UP AT THE DEPARTMENT OF PUBLIC WORKS OFFICE 833 HILDRETH STREET DRACUT, MA FIRMS REQUESTING COMPLETE BID PACKAGES TO BE MAILED SHALL INCLUDE A FEE OF \$20.00 IN CASH OR CHECK PAYABLE TO THE TOWN OF DRACUT.

ALL PRICES QUOTED SHOULD BE AT PLANT AND DELIVERED PRICES.

ALL PRICES EFFECTIVE FROM JULY 1, 2020 UNTIL JUNE 30, 2021.

ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN CONFORMANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED JULY 1, 2016 THE SUPPLEMENTAL SPECIFICATIONS DATED APRIL 2019, AS AMENDED

ALL BIDS MUST BE SEALED AND PLAINLY MARKED AS TO THE ITEM OR ITEMS TO BE BID ON.

AMERICANS WITH DISABILITIES ACT TO OBTAIN THIS DOCUMENT IN AN ALTERNATIVE FORMAT (BRAILLE, LARGE PRINT) OR TO MAKE A REASONABLE ACCOMMODATION (HEARING DEVICE, SIGNER, ETC.), PLEASE CONTACT A.D.A. OFFICER CHRISTINE LINDBERG AT (978) 453-9492.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, OR PARTS OF ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE TOWN.

5% BID BOND DEPOSIT IS REQUIRED WHEN SUBMITTING BIDS. DEPOSITS WILL BE REFUNDED TO ALL BIDDERS THE DAY THE CONTRACT IS AWARDED.

EDWARD G. PATENAUE
PUBLIC WORKS DIRECTOR

May 22 2020

Public Notice

TOWN OF DRACUT
INVITATION FOR BID
MATERIAL WITH LABOR

THE TOWN OF DRACUT DEPARTMENT OF PUBLIC WORKS WILL OPEN BIDS ON MATERIAL WITH LABOR ON THURSDAY, JUNE 11, 2020 AT 10:00 A.M. IN THE TOWN MANAGER'S OFFICE 62 ARLINGTON STREET DRACUT, MA ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

COMPLETE BID PACKAGE INCLUDING SPECIFICATIONS FOR STREET CRACK SEALING, GUARD RAIL, BITUMINOUS CONCRETE PAVING (LAID IN PLACE), AND PAINTING TRAFFIC LINES MAY BE OBTAINED ON MAY 28, 2020 FROM TOWN'S WEBSITE AT: [HTTPS://WWW.DRACUTMA.GOV/PROCUREMENT](https://www.dracutma.gov/procurement) OR PICKED UP AT THE DEPARTMENT OF PUBLIC WORKS OFFICE 833 HILDRETH STREET DRACUT, MA FIRMS REQUESTING COMPLETE BID PACKAGES TO BE MAILED SHALL INCLUDE A FEE OF \$20.00 IN CASH CHECK PAYABLE TO THE TOWN OF DRACUT. ALL PRICES QUOTED SHOULD BE AT PLANT AND DELIVERED PRICES.

ALL PRICES EFFECTIVE FROM JULY 1, 2020 UNTIL JUNE 30, 2021.

ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN CONFORMANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED JULY 1, 2016 THE SUPPLEMENTAL SPECIFICATIONS DATED APRIL 2019, AS AMENDED

ALL BIDS MUST BE SEALED AND PLAINLY MARKED AS TO THE ITEM OR ITEMS TO BE BID ON. AMERICANS WITH DISABILITIES ACT TO OBTAIN THIS DOCUMENT IN AN ALTERNATIVE FORMAT (BRAILLE, LARGE PRINT) OR TO MAKE A REASONABLE ACCOMMODATION (HEARING DEVICE, SIGNER, ETC.), PLEASE CONTACT A.D.A. OFFICER CHRISTINE LINDBERG AT (978) 453-9492.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, OR PARTS OF ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE TOWN.

5% BID BOND DEPOSIT IS REQUIRED WHEN SUBMITTING BIDS. DEPOSITS WILL BE REFUNDED TO ALL BIDDERS THE DAY THE CONTRACT IS AWARDED.

EDWARD G. PATENAUE
PUBLIC WORKS DIRECTOR

May 22 2020

Public Notice

Dracut Conservation Commission
Legal Notice of Public Hearing

Wetlands Protection Act
A public meeting will be held for a Request for Determination of Applicability filed by Arlington Commons Condominiums Trust to pulverize the pavement, recycle the asphalt and apply new asphalt within the existing footprint at 120 Arlington St. Dracut MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

Dracut Conservation Commission
Legal Notice of Public Hearing

Wetlands Protection Act
A public hearing will be held for a Notice of Intent filed by Vanessa Nicolopoulos for the improvements to land, including removal of 1200 s.f. of asphalt, re-grading and placement of 5000 s.f. of reclaim asphalt, a fence with gate, soil stabilization, a water quality swale and a rain garden at 1076-1084 Lakeview Ave. and 38 Brookside St. Dracut MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

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May 22 2020

Town of Pepperell Board of Selectmen Notice of Public Hearing for Utility Pole Installation

On Monday, June 8, 2020 at 7:30 PM the Board of Selectmen of the Town of Pepperell will conduct a remote Public Hearing on a request by National Grid and Verizon New England, Inc., pursuant to M.G.L. Chapter 166, §22, to install joint or identical poles located on Heald Street and Maple Street. The link for the meeting is <https://global.gotomeeting.com/join/990610949> or you can dial in, 1 (571) 317-3122. The access code for the meeting is 990-610-949. All interested parties are invited to remotely attend the public hearing and provide oral and/or written comments to the Board of Selectmen on or before June 2, 2020. The application may be reviewed at the town's website at <https://town.pepperell.ma.us/406/Public-Hearings>.

May 22 29 2020

Public Notice

Dracut Conservation Commission
Legal Notice of Public Hearing

Wetlands Protection Act
A public meeting will be held for a Notice of Intent filed by Betty Ann Enright of Long Pond Club, operating Shoreline Beach to install floating docks on Long Pond at 39 Elm St., Dracut, MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

Notice of a Virtual Community Outreach Meeting for two adult-use Cultivation and Manufacturing Marijuana Establishments. Please note this will be a virtual Zoom meeting.

Notice is hereby given by Pepperell Roots, LLC that a Community Outreach Meeting for two proposed Marijuana Establishments is scheduled for Friday June 5, 2020 at 6:00 PM. This will be a "virtual" meeting held via Zoom meeting. To participate please use the following link: <https://us02web.zoom.us/j/86001698870?pwd=T2ZmbHo3bHVpVGNoaGgyUFhVWjYQT09>. The meeting password is: 611092. The meeting ID is 860 0169 8870.

To participate by phone dial +1 929 436 2866 and use same meeting ID and password.

The proposed adult-use cultivation and manufacturing facilities are anticipated to be located at 12 Lomar Park and 35 Lomar Park in Pepperell, MA. There will be an opportunity for the public to ask questions via the Zoom facility. Closed captioning will be provided. Questions will also be accepted prior to and answered during the virtual meeting. These may be submitted via email to Kristine.Symonds@pepperellroots.com. Please submit any questions by June 4th.

May 22, 2020

Public Notice

Town of Pepperell Board of Selectmen Notice of Public Hearing for Utility Pole Installation

On Monday, June 8, 2020 at 7:30 PM the Board of Selectmen of the Town of Pepperell will conduct a remote Public Hearing on a request by National Grid and Verizon New England, Inc., pursuant to M.G.L. Chapter 166, §22, to install joint or identical poles located on Elm Street and River Road. The link for the meeting is <https://global.gotomeeting.com/join/990610949> or you can dial in, 1 (571) 317-3122. The access code for the meeting is 990-610-949. All interested parties are invited to remotely attend the public hearing and provide oral and/or written comments to the Board of Selectmen on or before June 2, 2020. The application may be reviewed at the town's website at <https://town.pepperell.ma.us/406/Public-Hearings>.

May 22 29 2020



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Commonwealth of Massachusetts The Trial Court Probate and Family Court Middlesex Division Docket No. MI20P1917EA INFORMAL PROBATE PUBLICATION NOTICE Estate of: PAUL GAMACHE Date of Death: March 20 2020 To all persons interested in the above captioned estate, by Petition of Petitioner PAUL J GAMACHE of TEWKSBURY, MA. A will has been admitted to informal probate. PAUL J GAMACHE of TEWKSBURY, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

May 22 2020

TOWN OF LITTLETON CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

Applicant: Littleton Electric Light and Water Department
Location: Spectacle Pond and Forge Pond
Notice is hereby given by the Littleton Conservation Commission that a Public Hearing will be held under the Massachusetts Wetlands Protection Act., MGL, Chapter 131, Section 40 and the Littleton Local Wetland By-law. The hearing will be on Monday June 1, 2020 at 7:30 to act on a Notice of Intent to conduct seasonal drawdown for invasive species control and to improve downstream flow. There will be no in-person public attendance, given building closures due to COVID-19. The Public may participate by watching or joining remotely; information on remote access to the meeting will be posted on the Agenda 48 hours in advance of the meeting. The Agenda will be posted on the bulletin board outside Town Hall and on the Town website at littletonma.org. The application can be viewed at <https://www.littletonma.org/conservation/events/183504> (where information on remote access will also be posted at least 48 hours in advance of the meeting). Contact the Conservation Commission office at 978-540-2428 if there are questions.

May 22 2020

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327 Miscellaneous



NOTICE OF COMMUNITY OUTREACH MEETING THRIVE CULTIVATION AND DISPENSARY, LLC Notice is hereby given that Thrive Cultivation & Dispensary, LLC will hold a Virtual Community Outreach Meeting on June 10, 2020 at 7:00 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing, and Retail Establishment at 130 Lancaster Road in Shirley in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Information necessary to access the Virtual Community Outreach Meeting via Zoom is available by visiting <https://www.shirley-ma.gov/board-selectmen/events/35694>. A copy of the presentation will be made available at least 24 hours prior to the meeting. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the live presentation.

May 22 2020

Dracut Conservation Commission
Legal Notice of Public Hearing

Wetlands Protection Act
A public meeting will be held for a Notice of Intent filed by Alpine Property Management to remove damaged roof drain pipes and install an infiltration chamber at 700 Robbins Ave. Dracut MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain revisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

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Subject: RE: Thrive Cultivation & Dispensary, LLC - Marijuana Establishment Community Outreach Meeting
Date: Monday, May 18, 2020 at 3:31:44 PM Eastern Daylight Time
From: clerk
To: Madison Taylor
CC: Rebecca Rutenberg, Michael Gibbons, Michael McGovern

Posted on Town Clerk bulletin board as requested.

Bill Oelfke
Shirley Town Clerk
7 Keady Way
Shirley, MA 01464
978-425-2600 X1
clerk@shirley-ma.gov

From: Madison Taylor [mailto:madison@vicentesederberg.com]
Sent: Monday, May 18, 2020 3:04 PM
To: clerk
Cc: Rebecca Rutenberg
Subject: Thrive Cultivation & Dispensary, LLC - Marijuana Establishment Community Outreach Meeting

Good afternoon,

I am reaching out on behalf of Thrive Cultivation & Dispensary, LLC with regard to their Community Outreach Meeting for a proposed Marijuana Establishment at 130 Lancaster Road, Shirley, MA. Attached please find the complete notice, which provides further details for the meeting.

We respectfully ask that you accept this notice for filing and confirm receipt.

Feel free to reach out with any questions to me directly or to the email listed on the notice.

Best,

Madison Taylor

**NOTICE OF COMMUNITY OUTREACH MEETING
THRIVE CULTIVATION AND DISPENSARY, LLC**

Notice is hereby given that Thrive Cultivation & Dispensary, LLC will hold a Virtual Community Outreach Meeting on **June 10, 2020** at 7:00 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing, and Retail Establishment at 130 Lancaster Road in Shirley in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Information necessary to access the Virtual Community Outreach Meeting via Zoom is available by visiting <https://www.shirley-ma.gov/board-selectmen/events/35694>. A copy of the presentation will be made available at least 24 hours prior to the meeting.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the live presentation.



POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Thrive Cultivation & Dispensary, LLC (“Thrive”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Thrive has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of Fitchburg (“Target Communities”).

Goals

In order for Thrive to positively impact the Target Communities, Thrive has established the following goals:

1. Providing at least two (2) annual workshops to residents of the Target Communities to help promote their entry into the cannabis industry; and
2. Providing business assets towards endeavors in Taunton that will have a positive impact on the members of these communities.

Programs

Thrive has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs will include the following:

1. Thrive will conduct at least two (2) industry-specific educational seminars annually on marijuana retailing, cultivation, product manufacturing and marijuana business management for Fitchburg residents. Thrive will publicize these seminars within local newspapers such as the Fitchburg Sentinel & Enterprise and distributed at local career fairs; and
2. Thrive will provide a monetary donation of \$5,000 dollars at least once annually to the Old Colony YMCA - Taunton with goals to have a positive impact on members of the community.

Measurements

The General Manager and the designated Human Resources Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Thrive continues to meet its commitments. Such measurable outcomes, in accordance with Thrive's goals and programs described above, include:

- Documenting the number and subject matter of industry-specific educational seminars offered and performed, and the number of Fitchburg residents that attended;
- Documenting each monetary donation made annually to the Old Colony YMCA - Taunton, including the date of each donation and the amount donated.

Beginning upon receipt of Thrive's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Thrive will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Human Resources Manager will review and evaluate Thrive's measurable outcomes no less than Annually to ensure that Thrive is meeting its commitments. Thrive is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

In the event that Thrive is not meeting its commitments, Thrive will conduct a Company-wide survey soliciting feedback on programs and metrics and how Thrive can be more successful in this Plan.

Acknowledgements

- Thrive 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, by Thrive will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

November 30, 2020

To Whom It May Concern:

Since 1887, the Old Colony Y has provided programs and services designed to help people of all ages and abilities build healthy spirits, minds, and bodies. We offer a full range of recreational, educational and fitness programming and activities that stress positive values to enrich the individual, strengthen the family, and enhance the quality of life for all community members. Services provided at OCY include health and fitness programs, competitive sports, swimming instruction, leadership and character development training, childcare, after-school programs, mentoring, and comprehensive summer camping programs. In addition, we have operated a Social Service Branch since 1972, providing residential and community-based treatment, shelter and wraparound services for families experiencing homelessness and licensed mental health and substance abuse services.

A main component of our work in social services includes direct support for individuals, youth, and families suffering from addiction. Old Colony YMCA is willing to accept financial help and assistance in programs, volunteer hours and other charitable donations from Thrive Cultivation & Dispensary, LLC. Any charitable funds will be restricted for the sole purpose of providing services and treatment to those affected by substance abuse.

Sincerely,

Vincent J. Marturano
President & CEO
Old Colony YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

November 30, 2020

To Whom It May Concern:

Since 1887, the Old Colony Y has provided programs and services designed to help people of all ages and abilities build healthy spirits, minds, and bodies. We offer a full range of recreational, educational and fitness programming and activities that stress positive values to enrich the individual, strengthen the family, and enhance the quality of life for all community members. Services provided at OCY include health and fitness programs, competitive sports, swimming instruction, leadership and character development training, childcare, after-school programs, mentoring, and comprehensive summer camping programs. In addition, we have operated a Social Service Branch since 1972, providing residential and community-based treatment, shelter and wraparound services for families experiencing homelessness and licensed mental health and substance abuse services.

A main component of our work in social services includes direct support for individuals, youth, and families suffering from addiction. Old Colony YMCA is willing to accept financial help and assistance in programs, volunteer hours and other charitable donations from Thrive Cultivation & Dispensary, LLC. Any charitable funds will be restricted for the sole purpose of providing services and treatment to those affected by substance abuse.

Sincerely,

Vincent J. Marturano
President & CEO
Old Colony YMCA



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: 001376172

1. The exact name of the limited liability company is: THRIVE CULTIVATION & DISPENSARY, LLC

2a. Location of its principal office:

No. and Street: 53 MIDLAND DRIVE
 City or Town: WALTHAM State: MA Zip: 02451 Country: USA

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

No. and Street: 53 MIDLAND DRIVE
 City or Town: WALTHAM State: MA Zip: 02451 Country: USA

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

APPLYING FOR LICENSES PURSUANT TO M.G.L. C. 94G AND 935 CMR 500.000 ET SEQ, AND A NY OTHER PURPOSE FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED IN THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ANTHONY CARDILLO III
 No. and Street: 53 MIDLAND DRIVE
 City or Town: WALTHAM State: MA Zip: 02451 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANTHONY CARDILLO III	53 MIDLAND DRIVE WALTHAM, MA 02451 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANTHONY CARDILLO III	53 MIDLAND DRIVE WALTHAM, MA 02451 USA

9. Additional matters:

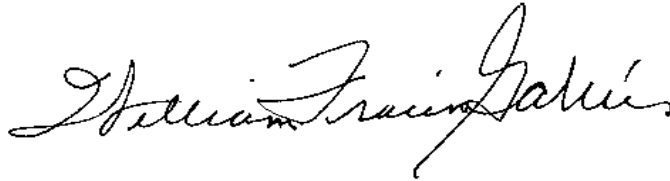
SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of March, 2019,
JEREMY SHAW

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

THE COMMONWEALTH OF MASSACHUSETTS

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

March 29, 2019 10:58 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

among

THRIVE CULTIVATION & DISPENSARY, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

March 29, 2019

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**OPERATING AGREEMENT
OF
THRIVE CULTIVATION & DISPENSARY, LLC**

This Operating Agreement (this “**Agreement**”) of Thrive Cultivation & Dispensary, LLC (the “**Company**”), a Massachusetts limited liability company, dated as of the 29th day of March, 2019 is entered into by and among those persons who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, “**Member**” and collectively, the “**Members**”).

The Company was formed as a Massachusetts limited liability company on the 29th day of March, 2019, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C (the “**Act**”).

1. Management by Manager.

- (a) The business and affairs of the Company shall be managed by a manager appointed pursuant to paragraph (b) of this Section (the “**Manager**”). Except as otherwise expressly provided in the Act or in this Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to appoint and remove officers of the Company and to perform any and all other acts or activities customary or incident to the management of the Company’s business. The Manager shall have the power of a manager under the Act, including, without limitation, to legally represent the Company.
- (b) The initial Manager of the Company shall be Anthony Cardillo, III (the “**Initial Manager**”). The Initial Manager shall hold office until his resignation, removal from office as hereinafter provided or death or incapacity. The Manager (including the Initial Manager) may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding shares. The Manager may resign at any time by written notice thereof to the Members. Any vacancy occurring in the Manager position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding shares.
- (c) The Manager has a duty of care to the Company and the Members to discharge his duties with the care an ordinary prudent person in a like position would exercise under similar circumstances. In discharging his duties, the Manager shall be fully protected in relying in good faith upon such information, opinions, reports or statements by any of its Members or agent, or by any other person, as to matters such member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports

or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

2. Members; Capital Contributions; and Liability of Members.

- (a) No Member has any authority to act for, in the name of or on behalf of the Company, or to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company.
- (b) Each Member has contributed in cash to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Each Member shall be entitled to be issued shares in the Company in consideration of his capital contribution.
- (c) Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its shares in the Company, including, without limitation, as a result of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.
- (d) The liability of the Members for the losses, debts and obligations of the Company shall be limited to their capital contributions. No Member, in his, her or its capacity as a Member (or, if applicable, as a Manager), shall have any liability to restore any negative balance in his, her or its capital account. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the Company.
- (e) New Members may be admitted from time to time (i) in connection with an issuance of shares by the Company, which shall require the approval of the Manager, and (ii) in connection with a transfer of shares pursuant to Section 4, and in either case, following such new Member's joinder to this Agreement in a form satisfactory to the Manager. Further, a new Member may be admitted into the Company only if the new Member is qualified under M.G.L. c. 94G and 935 CMR 500.000 *et seq.*, both as may be amended or replaced from time to time (the "**Cannabis Code**") to have an ownership or economic interest in a Marijuana Establishment.

3. Share of Profits and Other Items. All distributions from the Company, whether interim or upon final liquidation, shall be allocated among the Members pro rata in accordance with their holding of shares of each Member as set forth on Schedule A hereto. No distributions of profits shall be made except by a resolution duly adopted by the holders of 100% of the outstanding shares of the Company.

4. Transfer of a Member's Shares. The Members may not transfer their shares without the consent of the Manager. Notwithstanding the foregoing, no Member may transfer its shares to any transferee that would, upon becoming a Member, be an Affected Member as described in this Agreement.
5. Priorities. No Member shall have any rights or priority over any other Member as to contributions or as to distributions or compensation by way of income.
6. Continuation of the Company. The Company shall continue perpetually until the holders of 100% of the outstanding shares of the Company approve the dissolution of the Company.
7. Termination of Membership; Return of Capital. No Member may terminate his or its membership in the Company or have any right to distributions respecting his shares except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.
8. Books and Records; Bank Accounts.
 - (a) The Company shall keep just and true books of account with respect to the operations of the Company.
 - (b) Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Manager may from time to time determine, and shall be closed and balanced as of December 31 in each year. The fiscal year of the Company shall be the calendar year.
9. Indemnity. The Manager and each Member shall be entitled to indemnity from the Company for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.
10. Automatic Divestiture. If, during anytime while the Company holds a local or state license pursuant to the Cannabis Code, a Member or a member of an entity that is a Member of Company is not qualified pursuant to the Cannabis Code to hold an ownership or economic interest in a Marijuana Establishment, then all interests of that Member in the Company (the "**Affected Member**") will automatically and immediately terminate, and the Affected Member will cease to be a Member, provided, however, that if the Affected Member is a corporate entity and the Affected Member's disqualification from holding an ownership or economic interest in a Marijuana Establishment is due to a member, shareholder, or officer of the Affected Member, the Affected member shall have an option to redeem its share and shall be restored to its ownership position before the divestiture if the Affected Member provides evidence satisfactory to the Manager that the member, shareholder, or officer that cause such disqualification has been removed. Notwithstanding

the foregoing, the automatic divestiture provided by this Section may be waived by a majority vote of the Members, without regard to the Affected Member.

11. Settling of Accounts Following Automatic Divestiture. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) The Company and the Affected Member shall determine the fair market value of the Affected Member's Units by a mutually-agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note (as defined herein); (iii) once the value of the Affected Member's Units is determined, the Company shall deliver a note (the "**Payoff Note**") to the Affected Member for one hundred percent (100%) of the value determined by the appraisal or the average of the appraisals. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason

12. Miscellaneous.

- (a) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and permitted assigns; and each and every successor-in-interest to any Member, whether such successors acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the Company other than a Member who is such creditor of the Company.
- (b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
- (c) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.
- (d) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the

Members notwithstanding that all the Members have not signed the same counterpart.

- (e) Any and all notices under this Agreement shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the Company at its registered office under the Act, and if to a Member at the last address of record on the Company books.
- (f) This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

13. Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first referenced above.

THRIVE CULTIVATION & DISPENSARY, LLC

By: Anthony Cardillo, III
Its: Manager

MEMBERS:

Anthony Cardillo, Jr.

Anthony Cardillo, III

Michael Cardillo

Kristin Bowles

SCHEDULE "A"
TO
OPERATING AGREEMENT
OF
THRIVE CULTIVATION & DISPENSARY, LLC

<u>Name</u>	<u>Capital Contribution</u>	<u>Shares</u>
Anthony Cardillo, Jr. 53 Midland Drive Waltham, MA 02451	\$100	30,000
Anthony Cardillo, III 59 Midland Drive Waltham, MA 02451	\$100	30,000
Michael Cardillo 38 Coolidge Ave Waltham, MA 02452	\$100	30,000
Kristin Bowles 59 Grant Ave Belmont, MA 02478	\$33.33	10,000



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THRIVE CULTIVATION & DISPENSARY L
53 MIDLAND DR
WALTHAM MA 02451-1329

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

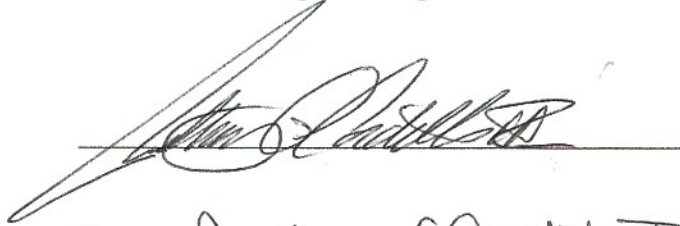
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- 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

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Anthony Cardillo III, an authorized representative of Thrive Cultivation and Dispensary, LLC certify that Thrive Cultivation and Dispensary, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



11/3/20
Date

Name: Anthony G Cardillo III

Title: Manager

Entity: Thrive Cultivation and Dispensary, LLC



William Francis Galvin
Secretary of the
Commonwealth

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

November 18, 2020

TO WHOM IT MAY CONCERN:

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

THRIVE CULTIVATION & DISPENSARY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 29, 2019**.

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

I also certify that the names of all managers listed in the most recent filing are:
ANTHONY CARDILLO III

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ANTHONY CARDILLO III**

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:KMT

PLAN FOR OBTAINING LIABILITY INSURANCE

Thrive Cultivation & Dispensary, LLC (“Thrive”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Thrive will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Thrive will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Thrive will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



THRIVE CULTIVATION & DISPENSARY, LLC

BUSINESS PLAN

November 19, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

Thrive Cultivation & Dispensary, LLC (“Thrive”) proposes to operate a co-located marijuana cultivation, product manufacturing, and retail establishment at 130 Lancaster Road in Shirley. Thrive is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

What Drives Us

Thrive’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Thrive’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

Thrive has put together a team to implement the operations of the Marijuana Establishment and intends to create approximately 50 full-time staff positions within the first three years of operation.

Founders



Anthony Cardillo III, Co-Owner and Chief Executive Officer, currently serves as the Vice President of A. Cardillo & Sons, where he is responsible for estimating, business development, and day-to-day operations. He diversified Cardillo operations with the founding of Cardillo Development, a local residential development company, where he also serves as Operating Manager.



Kristin Bowles, Co-Owner, currently serves as the Controller and Office Manager at A. Cardillo & Sons, Inc. She is responsible for day-to-day financial management of all projects, purchasing and billing, human resources, and oversight of all administrative duties. Her previous experience lies in client and vendor relations as General Manager for a Waltham-based hotel group.



Michael Cardillo, Co-Owner, currently serves as a Vice President of A. Cardillo & Sons, Inc. He expanded Cardillo operations by establishing MP Cardillo, a landscape and aggregate supply business, and oversees MP Cardillo's two locations in Waltham and Littleton, as well as the maintenance division and trucking operations. He is responsible for employee management, estimating, business development, and operations.



Anthony Cardillo, Jr., Co-Owner, is President of A. Cardillo & Sons, Inc. where he maintains over 40 years of experience owning and operating a successful business with over 20 employees. He advises on operations for all divisions of the company, including client relations and employee development.

COMPANY DESCRIPTION

Structure

Thrive is a Massachusetts domestic for-profit limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Thrive will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Thrive proposes to construct a single building that will house its cultivation, product manufacturing, and retail operations. The building will have a footprint of 22,500 square feet, with a second floor including an additional 22,500 square feet of space. The project will be completed in two phases as detailed below. Thrive has selected to implement the construction of project in phases to allow for thoughtful, scaled operations; to limit the amount of construction on the facility at any given time, limiting the scale of disruption to the surrounding community; and to allow for reinvestment into the business. Thrive will seek approval for future phases from the Shirley Planning Board.

Phase One: Thrive will construct the building shell in its totality and perform site improvements, which will include:

- First floor fit out (full, completed construction):
 - Retail space
 - Cultivation and support space
 - Laboratory space
 - Drive-in shipping and receiving
- Second floor fit out (full, completed construction) including:
 - Office space;

- Rough out (construction infrastructure such as plumbing, electricity, HVAC, and wiring is completed and sealed, but formal building design is not completed) of:
 - Cultivation and support area on the second floor (to be completed in phase two).

Phase Two: Thrive will fit out and complete areas that were roughed out during phase one. All phase one operations will be operable during phase two fit out.

- Fit out cultivation and support area on the second floor

Interior Facility – Retail Facility: In accordance with 935 CMR 500.140(3), access to Thrive’s facility will be limited to individuals 21 years of age and older.

Upon a customer’s entry into the premises within a secured security vestibule, a Thrive agent will immediately inspect the customer’s proof of identification and determine the individual’s age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual’s proof of identification.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an agent. Once a customer has selected a product for purchase, an agent will collect the chosen items from the designated product storage area. An agent will then scan each product barcode into the point of sale system. An agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8). Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale. In the event an agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. Thrive will use the point of sale security system to accept payment, provide educational materials, and complete sales. The system can back up and securely cache each sale for inspection.

Customers will exit the facility from the vestibule in which they entered.

Interior Facility – Cultivation and Product Manufacturing Establishment: In accordance with 935 CMR 500, access to Thrive’s facility will be limited to employees, contractors, law enforcement and regulators, and authorized visitors that are 21 years of age and older.

Cultivation Agent Entrance Procedures: All Cultivation Technicians will enter the Cultivation Facility using the main exterior door. Upon entry, Cultivation Technicians will proceed directly to the Locker Rooms to change into uniforms and will then report to their assigned Cultivation Room(s).

Clone Room: The Clone Room is initially dedicated to the germination of seeds during ramp up, and then will be used to house clones from mother plants, which will be chosen from initial seed stock. Cloning, the act of taking a genetically identical specimen from mother stock, takes place in the clone room. The Cultivation Technician that oversees the Mother Room and Clone Room

propagates plant material and is responsible for the plants' life cycle from cutting to vegetative phase. Seeds will be germinated in rockwool cubes and housed in the clone room for up to 3-4 weeks. All viable plants will continue to be grown under fluorescent lighting in the Clone Room until determined by the Director of Cultivation that plants are ready to be transitioned into the Vegetative Room.

Vegetative Room: The Vegetative Room houses all plants that are in between the Clone Room and Flowering Rooms. Grow lights will be used to encourage vegetative growth and proper root establishment. Plant material will also be transitioned from low intensity lighting to high intensity to prevent transplant/light shock. The Vegetative Room light cycle varies between eighteen to twenty-four (18-24) hours of light. All seeds/clones are repotted into a coco-based media upon entering the Vegetative Room. Marijuana plants will be housed in the Vegetative Room for 2-4 weeks depending on individual, strain-specific characteristics. During the initial ramp up phase, some plants will be diverted into the Mother Room for the purpose of creating mother stock from which future propagation from clone/cuttings will be taken. The Vegetative Room will house plants before they transition into Flowering Rooms.

Mother Room: The Mother Room houses all selected plants from initial seed stock that meet the characteristics that the Director of Cultivation is looking for in each strain of marijuana. The Mother Room consists of grow lights that offer the proper wavelengths of light to encourage rapid growth to produce clones on a weekly basis. The Mother Room light cycle is twenty-four (24) hours of light. Cultivation Technicians assigned to the Mother and Clone Rooms will be responsible for taking cuttings from mother stock and propagating within the Clone Room.

Flowering Rooms: The Flowering Rooms consist of marijuana plants fed from the vegetative room. Marijuana plants are placed under a twelve/twelve (12/12) light cycle to initiate flowering. With the use of grow lights, the flowering marijuana plants receive the correct amount of red/orange wavelengths of light to promote proper flowering behavior. The Flowering Rooms are where the plants' life cycles end; this period can vary from eight to twelve (8-12) weeks. Flowering Rooms may house multiple varieties and different stages of the marijuana flowering phase. All plants will remain properly labeled and tracked using Metrc.

Harvest: When marijuana plants reach full maturity, as determined by the Director of Cultivation or Cultivation Manager by examining the trichomes of the plant, plants will be cut down to the soil line in the Flowering Rooms and transferred to the Trim Room. Trimming will be conducted by a machine while the flowers are wet. Cultivation Technicians engaged in the harvest process will wear gloves to prevent contamination. After marijuana flowers are processed by the mechanical trimmer, they will be moved to the Dry Room. The environmental conditions in the Dry Room will be maintained to ensure the even drying of marijuana flowers. Once dried, marijuana flowers will be packaged in sealed containers in compliance with Commission regulations. Samples of batches are sent out for third-party testing.

Plant Care: Cultivation Technicians will be responsible for all plant maintenance in their assigned cultivation rooms. Responsibilities will include watering/irrigation, potting/re-potting, pruning and Integrated Pest Management (IPM). The IPM Program is designed to control and limit pests and other pathogens. Cultivation Technicians will maintain appropriate levels of sanitation in all cultivation areas and keep assigned cultivation rooms clean and free from hazards. Toxic items will be labeled, identified appropriately, held, and stored in the cultivation supply room in order to protect marijuana and MIPs from being contaminated.

Laboratory and Kitchen: In the laboratory, Thrive will produce concentrates for bulk sale and the creation of marijuana products using supercritical CO₂ and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale.

All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments, 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements as applicable.

Indoor Facility – Product Shipping / Receiving: Thrive’s facility incorporates a drive-in loading dock to ensure the highest level of safety. Wholesale marijuana and marijuana products will be routed from the facility to other licensed marijuana establishments approximately two to three times each week in unmarked sprinter vans. Pursuant to 935 CMR 500.105, there will be no advertising, markings, or branding indicating that the vehicle is being used to transport marijuana. Routes and times used for the transportation of marijuana and marijuana products are randomized. Marijuana and marijuana products will be transported in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. At least two agents will staff vehicles transporting marijuana. One agent will remain in the vehicle at all times, and the other will be accompanied by a staff member into the facility.

All vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture.

Communications: Any vehicle used by Thrive to transport marijuana and marijuana products will contain a global positioning system (“GPS”) monitoring device that is: 1) not a mobile device that is easily removable; 2) attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and 3) monitored by Thrive during transport of marijuana and marijuana products. Thrive will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Thrive agent transporting marijuana products will have access to a secure form of communication with personnel at Thrive at all times that the vehicle contains marijuana and marijuana products. Thrive will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Thrive facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Each agent transporting or otherwise handling marijuana or marijuana products for Thrive will be registered as a marijuana establishment agent and have a driver’s license in good standing issued

by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Thrive prior to transporting or otherwise handling Thrive's marijuana or marijuana products. All Thrive agents will carry their registration cards at all times when transporting marijuana or marijuana products for Thrive and will produce their registration card to the Commission or law enforcement officials upon request. Thrive will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Thrive transportation vehicles as necessary.

Indoor Facility – Cash Management Shipping / Receiving: If Thrive enters into a contract to deposit funds with a financial institution that conducts any transaction in cash, Thrive will establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers, and the general public. Adequate security measures will include:

1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. A written process for securing cash and ensuring transfers of deposits to Thrive's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities, including a locked bag; and
4. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

Regulatory Structure

Thrive will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Thrive will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Thrive will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Thrive will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Thrive will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Thrive will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Thrive will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Thrive will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Thrive will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Thrive. If Thrive is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Thrive has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Thrive and Thrive agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Thrive will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Thrive's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Thrive's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Thrive will maintain a current list of individuals with access. Thrive will have security personnel on-site during business hours.

On-site consumption of marijuana by Thrive's employees and visitors will be prohibited.

Benefits to Host Communities

Thrive looks forward to working cooperatively with its host community to ensure that Thrive operates as a responsible, contributing member of those host communities.

Shirley stands to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Thrive will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Thrive's security systems and processes.
5. **Responsibility**: Thrive is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: Thrive's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Thrive will only sell marijuana and marijuana products to other licensed Marijuana Establishments and customers ages 21 years and older that provide valid identification.

Competitive Advantage

Thrive possesses several strengths that separate Thrive from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Thrive will offer a wide range of products that will allow Thrive to serve customers with a wide variety of needs. Products Thrive intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules

Pricing Structure

Thrive's pricing structure will vary based on market conditions. Thrive plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Thrive's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Thrive plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Thrive will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Thrive will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Thrive will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Thrive will market its products and services to reach a wide range of qualified consumers.

Thrive will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Thrive will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Sales

Thrive will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times

New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Thrive will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Thrive has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:





PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Thrive Cultivation & Dispensary, LLC (“Thrive”) will only be accessible to consumers 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Thrive agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Thrive discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Thrive will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Thrive will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Thrive will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Thrive will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** In accordance with 935 CMR 500.105(4)(a)(6), the additional warning is required, “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of Edible Marijuana Products may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222- 1222 or

9-1-1. This product may be illegal outside of MA.” Pursuant to 935 CMR 500.105(6)(b), Thrive packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Thrive’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



QUALITY CONTROL AND TESTING

Thrive Cultivation & Dispensary, LLC (“Thrive”) will comply with the following sanitary requirements:

1. Any Thrive agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Thrive agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Thrive’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Thrive’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Thrive’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Thrive will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Thrive’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Thrive’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Thrive’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Thrive will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized

as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Thrive acknowledges and understands that the Commission may require Thrive to demonstrate the intended and actual use of any toxic items found on Thrive's premises;
11. Thrive will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Thrive's needs;
12. Thrive's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Thrive will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Thrive will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Thrive will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

Thrive will ensure that Thrive's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

Thrive will process marijuana in a safe and sanitary manner. Thrive will process the leaves and flowers of the female marijuana plant only, which will be:

- 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.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Thrive will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

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

Any Independent Testing Laboratory relied upon by Thrive for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana

products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Thrive's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Thrive's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Thrive's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Thrive acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Thrive's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Thrive for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any

marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Thrive Cultivation & Dispensary, LLC (“Thrive”) will securely maintain personnel records, including registration status and background check records. Thrive will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Thrive and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Thrive will undergo a detailed background investigation prior to being granted access to a Thrive facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Thrive pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for

purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Thrive will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Thrive will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Thrive will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Thrive or the Commission.

Personnel Policies and Training

As outlined in Thrive's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Thrive agents are required to complete training as detailed in Thrive's Qualifications and Training plan which includes but is not limited to the Thrive's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Thrive will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Thrive operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



MAINTAINING OF FINANCIAL RECORDS

Thrive Cultivation & Dispensary, LLC's ("Thrive") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Thrive.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- Application Renewal Records
 - Thrive shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



QUALIFICATIONS AND TRAINING

Thrive Cultivation & Dispensary, LLC (“Thrive”) will ensure that all employees hired to work at a Thrive facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

All of Thrive’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Thrive is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the

handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Thrive will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Thrive’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Thrive’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;

- Privacy issues; and
- Prohibited purchases and practices.



ENERGY COMPLIANCE PLAN

Thrive Cultivation & Dispensary, LLC (“Thrive”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities.

Thrive is in the process of considering opportunities for renewable energy generation. Thrive will work with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options. Nevertheless, our team is dedicated to consistently striving for sustainability and emissions reduction. Thrive is pursuing multiple strategies to reduce electric demand. Programs may include lighting schedules, active load management, and energy storage programs. Thrive will create an energy efficient lighting plan including the usage of energy saving light bulbs.

Thrive also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Thrive will coordinate with its utility companies to explore any energy efficiency options available to Thrive.



RECORDKEEPING PROCEDURES

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

Recordkeeping

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

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

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Thrive.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Thrive and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with [M.G.L c. 6 § 172, 935 CMR 500.029: Registration of Independent Testing Laboratory Agents], 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Thrive will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Thrive will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Sales Records for Marijuana Retailer
 - Thrive shall maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, Thrive will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Thrive for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Thrive's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Thrive will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Thrive agents present during the disposal or other handling, with their signatures. Thrive will keep disposal records

for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Thrive is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records

- Thrive will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Responsible Vendor Training

- Thrive shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

- Closure

- In the event Thrive closes, all records will be kept for at least two (2) years at Thrive's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Thrive will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures: Policies and Procedures related to Thrive's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;

- Employee security policies, including personal safety and crime prevention techniques;
- A description of Thrive's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Thrive operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Thrive, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Thrive's website.
- Policies and procedures for the handling of cash on Thrive premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:

- Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- Application Renewal Records
 - Thrive shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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



DIVERSITY PLAN

Overview

Thrive Cultivation & Dispensary, LLC (“Thrive”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Thrive has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Thrive’s operations.

Goals

In order for Thrive to promote equity for the above-listed groups in its operations, Thrive has established the following goal:

- Increasing the number of individuals falling into the above-listed demographics working at Thrive and ensuring that agents are from the above-listed populations. More specifically, the goal for employment composition will be:
 - At least 10% of staff comprised of Minorities;
 - At least 50% of staff comprised of Women;
 - At least 10% of staff comprised of Veterans;
 - At least 10% of staff comprised of Disabled Individuals; and
 - At least 10% of staff comprised of individuals who identify as LGBTQ+.¹

Programs

Thrive has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- Hosting at least one (1) career fair annually in Fitchburg, with a focus on interviewing members of the diverse populations;
- Advertising employment opportunities (as they become available, but no less than once annually) in diverse publications, job boards, or other media (such as The Rainbow Times and diversityjobs.com).

¹ The above goals and percentages were provided at the Commission’s request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Thrive’s efforts for hiring a diverse workforce; however, Thrive is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

Measurements

The General Manager and the designated Human Resources Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Thrive continues to meet its commitments. Such measurable outcomes, in accordance with Thrive's goals and programs described above, include:

- Documenting the hosting of at least one career fair annually in Fitchburg to recruit qualified minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.
- Conducting employment composition reviews to determine what percentage of employees identify as being from the above-listed groups, and to determine whether the employment composition consists of at least 10% minorities, 50% women, 10% veterans, 10% disabled individuals, and 10% LGBTQ+; and
- Recording the number of job postings, as they become available, but no less than once annually, advertised in diverse publications, job boards, or other media (such as The Rainbow Times and diversityjobs.com).

Beginning upon receipt of Thrive's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Thrive will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Human Resources Manager will review and evaluate Thrive's measurable outcomes no less than twice annually to ensure that Thrive is meeting its commitments. Thrive is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

In the event that Thrive is not meeting its commitments, Thrive will conduct a Company-wide survey soliciting feedback on programs and metrics and how Thrive can be more successful in its commitments and in promoting equity generally.

Acknowledgements

- Thrive 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, by Thrive will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

PRODUCT MANUFACTURING SAFETY PLAN

In accordance with 935 CMR 500.105(3)(c), Thrive Cultivation & Dispensary, LLC (“Thrive”) will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*. Thrive will comply with all safety measures for the Manufacture and Production of marijuana products including, but not limited to, sanitary practices in 105 CMR 590.000.

Agent Hygiene Practices

Thrive agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Thrive agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Thrive facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Thrive agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

Food Material Practices

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

Food Contact Surface Sanitation Practices

Thrive recognizes the importance of properly washing, rinsing, and sanitizing food preparation equipment, utensils, and all surfaces that come into contact with food to reduce the number of bacteria. Sanitizing helps spread of bacteria and the link in the chain of cross-contamination. Thrive will follow the following sanitation procedures in its commercial kitchen:

- All surfaces that come into contact with food will be washed, rinsed, and sanitized after each use, when an agent begins working with another type of food, anytime an agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.
- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area,

and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.

- The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm Range recommended: 50-100ppm. Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
Use provided test strips. Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.
- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct concentration, using the proper test strips for the type of sanitizing chemical that they are using.
- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Thrive facility, at all times. Used

solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.

- Equipment and utensils utilized in the Thrive facility be so designed and of such material and workmanship as to be adequately cleanable.

Training

All agents will complete mandatory safety training sessions. Thrive agents and Thrive management will have the following responsibilities when it comes to health and safety:

- **Thrive Management:**
 - Ensure the health and safety of all agents.
 - Correct any workplace conditions that are hazardous to the health and safety of agents.
 - Inform agents about any remaining hazards.
 - Make copies of the OSHA Regulations and any workers compensation requirements available by posting throughout the facility.
 - Ensure agents know their rights and responsibilities under OSHA Regulations and the Commission's requirements and that they comply with them.
 - Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
 - Provide agents with education, supervision, and training specific to equipment.
 - Perform ongoing reviews and updates to policies and procedures as needed.
- **Thrive Agents:**
 - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
 - Comply with all regulations and other legal requirements.
 - Follow established safe work procedures.
 - Use the required personal protective equipment.
 - Refrain from horseplay or similar conduct that may endanger others.
 - Ensure individual ability to work safely is not impaired by drugs or alcohol.
 - Report accidents and other incidents (including near misses) to the manager on duty.
 - Report the following to the manager on duty:
 - A hazard that might endanger Thrive agents;
 - A problem with personal protective equipment or clothing; or
 - Any suggestions to improve workplace safety.

Cleanliness & Sanitation Training:

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

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.

- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and
- ServSafe certification training.

Thrive Lab and Production Agent Health and Safety Program

Thrive has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Thrive facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
 - Dealing with wet surfaces;
 - Wearing proper personal protective equipment and clothing;
 - Handling solvents with use of protective gloves and proper ventilation; and
 - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Thrive facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

When selling or otherwise transferring marijuana to another marijuana establishment Thrive will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.