



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281844
Original Issued Date: 04/08/2021
Issued Date: 04/08/2021
Expiration Date: 04/08/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: YouCanBeCo LLC

Phone Number: 508-847-3999
Email Address: youcanbeco@gmail.com

Business Address 1: 3065 Cranberry Highway
Business City: Wareham
Business State: MA
Business Address 2: Unit 11
Business Zip Code: 02538
Mailing Address 1: 24 Prince Way
Mailing City: Pembroke
Mailing State: MA
Mailing Zip Code: 02359

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
First Name: Michele
Percentage Of Control: 51
Other Role:
Last Name: Hanson
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 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Steve

Last Name: Sapir

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

Close Associates or Member 1

First Name: Scott

Last Name: Hanson

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Finance

Director

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michele

Last Name: Hanson

Suffix:

Types of Capital: Monetary/
Equity

Other Type of Capital:
Monetary

Total Value of the Capital Provided:
\$153000

Percentage of Initial Capital:
51

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Steve

Last Name: Sapir

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$147000 Percentage of Initial Capital: 49

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 3065 Cranberry Highway

Establishment Address 2: unit 11

Establishment City: Wareham

Establishment Zip Code: 02538

Approximate square footage of the Establishment: 3500

How many abutters does this property have?: 13

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	YouCanBeCo_Plan to Remain Compliant with Local Zoning 6-22-20.pdf	pdf	5ef12523d1a4246bfac26a28	06/22/2020
Certification of Host Community Agreement	singlepgcert.pdf	pdf	5f4d6ff894381908409266b3	08/31/2020
Community Outreach Meeting Documentation	Wareham HCM Approval.pdf	pdf	5f64f392f3e55207cefa1db6	09/18/2020
Community Outreach Meeting Documentation	YCBC HCM 9-25-20 transcript.pdf	pdf	5f72427f9193d007a2194e87	09/28/2020
Community Outreach Meeting Documentation	HCM Attestation.pdf	pdf	5f725abfa54dc507c1f5262d	09/28/2020
Community Outreach Meeting Documentation	YCBC HCM documents.pdf	pdf	5f725bf1a54dc507c1f52631	09/28/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5f75ea9dbe635707e886d36c	10/01/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5f75eaec9bb9f30799289077	10/01/2020
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5f75eb5e5f18f707b2bf1a51	10/01/2020

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	YCBC Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5f248572ead5bc6434e39de9	07/31/2020
Other	YCBCdonatioletter.pdf	pdf	5f2485c83935fc643b560091	07/31/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role: Owner

First Name: Steve Last Name: Sapir Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Director Other Role: Finance Director

First Name: Scott Last Name: Hanson Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	certoforg.pdf	pdf	5ed7ef2f1c2dbc24d01a0101	06/03/2020
Bylaws	opagreement.pdf	pdf	5ed7ef37e4107825079cfff9	06/03/2020
Department of Revenue - Certificate of Good standing	YCBC DOR COGS.pdf	pdf	5f7726f8be635707e886d716	10/02/2020
Secretary of Commonwealth - Certificate of Good Standing	COGS-Commonwealth of MA.pdf	pdf	5f7b8b3ea54dc507c1f53aa8	10/05/2020
Secretary of Commonwealth - Certificate of Good Standing	Dept of Unemployment Attestation.pdf	pdf	5f7c709911982107a72320f6	10/06/2020

No documents uploaded

Massachusetts Business Identification Number: 001412574

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	YouCanBeCo Proposed Timeline-final.pdf	pdf	5f63790c9193d007a2192b91	09/17/2020
Plan for Liability Insurance	PLAN FOR OBTAINING LIABILITY INSURANCE.pdf	pdf	5f637b11a54dc507c1f503da	09/17/2020
Business Plan	YouCanBeCo Business Plan 9-18-20.pdf	pdf	5f64b9628012da07a0d91d58	09/18/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5f63bffebe635707e886a96e	09/17/2020
Plan to Obtain Marijuana	YOUCANBECO LLC – PLAN FOR OBTAINING	pdf	5f63c14f11982107a722eb0e	09/17/2020

	MARIJUANA 9-17-20.pdf			
Restricting Access to age 21 and older	YOUCANBECO LLC – PLAN FOR RESTRICTING ACCESS.pdf	pdf	5f63c1f4e3e99907b865881f	09/17/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5f63c2a1f3e55207cefa1af5	09/17/2020
Storage of marijuana	YOUCANBECO LLC – STORAGE OF MARIJUANA.pdf	pdf	5f63c3039bb9f30799286761	09/17/2020
Transportation of marijuana	YOUCANBECO LLC – TRANSPORTATION OF MARIJUANA.pdf	pdf	5f63c37e9bb9f30799286765	09/17/2020
Inventory procedures	YOUCANBECO LLC – INVENTORY PROCEDURES.pdf	pdf	5f63c428f3e55207cefa1afa	09/17/2020
Record Keeping procedures	YOUCANBECO LLC – RECORDKEEPING PROCEDURES.pdf	pdf	5f63c528d4713f079b922bd0	09/17/2020
Maintaining of financial records	YOUCANBECO LLC – MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5f63c590ac4d5e07c7f9b2de	09/17/2020
Qualifications and training	YOUCANBECO LLC – QUALIFICATIONS AND TRAINING.pdf	pdf	5f63c5f1564e5f07d0349239	09/17/2020
Quality control and testing	YOUCANBECO LLC – QUALITY CONTROL AND TESTING.pdf	pdf	5f63d0988109e507db03dd8e	09/17/2020
Safety Plan for Manufacturing	YOUCANBECO LLC – PRODUCT MANUFACTURING SAFETY PLAN.pdf	pdf	5f64a8718109e507db03de2a	09/18/2020
Sample of unique identifying marks used for branding	YOUCANBECO LLC – SAMPLES OF UNIQUE IDENTIFYING MARKS USED FOR BRANDING.pdf	pdf	5f64ae1f9193d007a2192efd	09/18/2020
Energy Compliance Plan	YouCanBeCo Energy Plan.pdf	pdf	5f64e8d85f18f707b2bef3b7	09/18/2020
Security plan	YOUCANBECO LLC – SECURITY PLAN-10-5-20.pdf	pdf	5f7b8fcf11982107a7231fce	10/05/2020
Method used to produce products	YOUCANBECO LLC – METHODS USED TO PRODUCE PRODUCTS-10-5-20.pdf	pdf	5f7b9340e4c06f07e61d2ffa	10/05/2020
Diversity plan	YouCanBeCo Diversity Plan 10-14-20.pdf	pdf	5f874cffe4c06f07e61d4b1b	10/14/2020
Types of products Manufactured.	YouCanBeCo Types of Products Manufactured 10-14-20.pdf	pdf	5f87612ee3e99907b865d854	10/14/2020

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: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

YouCanBeCo LLC (“YouCanBeCo”) will remain compliant at all times with the local zoning requirements set forth in Wareham’s Zoning By-law. In accordance with Zoning By-law Section 390, YouCanBeCo’s proposed Marijuana Product Manufacturing Facility is located in the Commercial Strip (CS) Zoning District designated for Marijuana Product Manufacturing Facilities.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

As required by Wareham’s Zoning By-law, YouCanBeCo will apply for a Special Permit from the Board of Appeals. In accordance with MGL Ch. 40A § 9, the Special Permit shall lapse within three years if construction has not begun by such date except for good cause. While Wareham’s Zoning By-laws do not specifically dictate when a Special Permit must be obtained for this use, YouCanBeCo is currently in communication with Wareham to avoid any confusion as to the receipt of a Provisional License from the Commission prior to obtaining a Special Permit. YouCanBeCo will obtain a Special Permit prior to submission of Architectural Review to the Commission.

YouCanBeCo will apply for a Building Permit and Certificate of Occupancy from the Inspectional Services Department, and any other local permits or approvals to operate a Marijuana Product Manufacturing Facility at the proposed location. YouCanBeCo will comply with all conditions and standards set forth in any local permit or approval.

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

Host Community Agreement Certification Form

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

Applicant

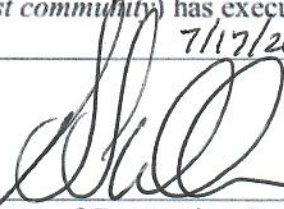
I, Michele Hansen, (insert name) certify as an authorized representative of You Can Be Co LLC (insert name of applicant) that the applicant has executed a host community agreement with Wareham, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 7/18/20 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, DEREK SULLIVAN, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF WAREHAM (insert name of host community) to certify that the applicant and TOWN OF WAREHAM (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 7/17/2020 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community



Michele Hanson <michelelhanson17@gmail.com>

YouCanBeCo host community outreach

Kenneth Buckland <kbuckland@wareham.ma.us>

Tue, Sep 8, 2020 at 10:08 AM

To: Michele Hanson <michelelhanson17@gmail.com>

Cc: Steve Sapir <stevesapir@gmail.com>, Derek Sullivan <dsullivan@wareham.ma.us>

Michele

You have permission to hold a virtual community outreach session to provide public information and to answer questions on your proposed cannabis establishment, in accordance with the recently executed Host Community Agreement.

Ken

Kenneth Buckland

Director of Planning and Community Development

Town of Wareham

508.291.3100 x 6501

From: Michele Hanson <michelelhanson17@gmail.com>**Sent:** Friday, September 04, 2020 4:02 PM**To:** Kenneth Buckland**Cc:** Steve Sapir**Subject:** YouCanBeCo host community outreach

[Quoted text hidden]

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REALTIME FILE
YCBC
Host Community Meeting-(Zoom)
SEPT 25, 2020
CART CAPTIONING* PROVIDED BY:
ALTERNATIVE COMMUNICATION SERVICES, LLC**
www.CaptionFamily.com

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This is being provided in a rough-draft format. Communication Access Realtime Translation (CART) is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings

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Michele: Okay Steve. We are at 5:33 PM. You want to give it a couple more minutes?

Steve: Sure I'm going to give it one more minute I'm just going to organize my screen here. There we go I'm ready to go Michele whenever you are.

Michele: All right everyone. I want to let everybody know that we are recording the meeting which is a requirement of the cannabis control commission. I want everybody to be aware of that and we also have hired a closed captioning service so that everybody can participate fully in the meeting and after the presentation that Steve is going to be presenting, we will switch over and have an open question time. so if anything didn't get answered feel free to ask questions. You can either ask directly after the presentation or through the chat feature if you feel more comfortable. alright Steve I'm ready when you are.

Steve: Ready to go okay. Well, welcome guys. I appreciate it. We have two folks from the community, Frank and Chloe. Hi, Chloe. We have the same water bottle.

>> Oh yeah.

Steve: Well welcome. Thank you for coming. So we are basically going to give an overview of who we are and what we plan on doing today and for formality sake if you have a question at any time don't worry about it just blurted out or drop it in chat we will squared away. We also joined today by Annie Nagel who is a professional moderator. She is a neutral party. She is not affiliated with our firm nor is she affiliated with the town of Wareham. She is performing moderator duties. Should we get an unruly crowd. Kidding. Kidding. Just to make the Q&A process a little more easy, easy to facilitate. And Mary you will see Mary's name up on the chat there. She's really just transcribing what happens in the meeting to ensure that there is a text version for folks that may be impaired or may not be able to hear or see the meeting they would be able to read that if that's easier for them. That's pretty much it. So I'm just going to jump right in and if you

have any questions at any time by all means we've got a small crowd today so it will be easy to manage just shout out your question. But who we are, myself, Steve Sapir, Michele Hansen we are YouCanBeCo we are a cannabis extractor based out of state of Massachusetts the company itself is a majority on female business. We plan to extract cannabis and marijuana infused products in accordance with MGL chapter 940 9G of the cannabis control commission regulations. I won't bore you with all of the regulations I think you guys know the difference in your town specifically you are no stranger to cannabis retail extraction etc. but we plan to extract. It's not a retail operation there's no foot traffic we just plan to do extraction and our primary customers are not retail customers. They are wholesalers throughout the state. Or I'm sorry we are the wholesaler and retailers throughout the state. We do come with a bit of business experience that extends beyond the cannabis market. We have just about 60 years of business development leadership manufacturing operations experience. We plan on leveraging all of that to create a discrete low key successful professionally run business within your town. This is Michele.

Michele: sorry Steve.

Steve: you're good. You're good. Get you back up. Michele is a senior development consultant certified business solutions analyst with specialty in developing business strategy, risk management compliance with over 30 years of experience. Michele and I have worked together in the banking industry, financial services the regulatory and IT aspects of the business. Michele is probably the most capable business development pro I have ever worked with.

Michele: Thanks Steve

Steve: if she was also my boss and it's a habit to shower her with praise. And then there is me with a fish pic. I'm an Army veteran. I was a chemical nuclear weapons expert for the Army Corps of Engineers after I left my military career I went on to work in finance with Michele. Also business dev Pro with an emphasis on technology and operations also 30 years experience in the industry.

The facility we are proposing, we are going to renovate a portion of existing building located at 3605 Cranberry Hwy. if you guys are familiar with the location, very old, very big building. It is right next to... Is it Benjamin Moore? what is the paint store

Michele: Sherman Williams.

Steve: Sherman Williams I'm sorry. So a couple buildings down the street from the waterways. The building is located within the zone permitted for marijuana manufacturing establishments. So we are zoned to do the activities we are proposing.

The host community agreement, this is a long slide but essentially what it boils down to is, when a company like ours enters into an agreement with the town we essentially would negotiate a percentage of gross sales that would be awarded back to the town. In this case it is a 3% of gross sales would go back into the Wareham's economy. Any cost

in the host community opposed by establishing operations must be documented and considered public record. The host community agreement can no longer be in effect for longer than five years. So the arrangement that we negotiate with the selectmen of your town is a five-year binding agreement and it is a very simple agreement. It essentially says that we adhere to state laws and adhere to all local zoning and code requirements, safety requirements and that 3% of our gross sales would be awarded to the town I believe it is paid quarterly, Michele I don't remember the exact number.

Michele: I don't recall sorry.

Steve: but it is annual , it is 3% every year after year for five years until we renegotiate. This is usually, so folks attending meetings like this this is usually one of the things they want to know a little bit more about. Chloe or Frank, do you have any questions in this regard on the host community agreement?

>> Yeah I do. So I know that you said it could be in effect for up to five years. Will it be five years or have you determined the length of that agreement yet?

Steve: it is five. It is five. And that is per the CCC, that is per state law, but after the five-year period we go into a renegotiation.

>> I'm good by the way.

Steve: thanks Frank. As required by zoning bylaw we will apply for special permits required for the town of Wareham through your planning board. We will also apply for other permits required to operate the establishment at our proposed location. Those would include electrical permitting plumbing permits all the standard stuff that any business would have to apply for.

Michele: sorry Steve. I paused.

Steve: you're fine. So security, this is also a concern for the community and it is a concern for us as well. We come from a highly secure regulatory background. So security is a big one and we understand why folks in the town would be concerned with this as well. The security requirements are pretty stringent for what we are proposing. We will contract with professional security and alarm companies, design implement and monitor a pretty conference of security plan that is being designed as we speak but essentially long story short it includes 24 seven surveillance coordination with the local police departments, the ability to record every viewable degree of the entire facility inside and out. And backup alarms alternative safeguards key lock or key pass entry, logs of everybody entering and exiting the building. It is a pretty stringent requirement. Basically the way it works is we have to adhere to the state requirement we coordinate with local law enforcement to ensure they are okay. Usually the state requirement is even more stringent than the local police department would require. And then when we submit our proposal the CCC awards what's called a provisional license that essentially says okay the plan looks good. Build it how you said you would build it and upon completion of the build out the CCC would then come back and ensure that it was built

in accordance to the proposal and at that time they would either award or require us to correct deficiencies post construction.

So that's generally how it works. We have to propose what we are going to build in accordance with the security requirements and then they validate that we did just that before the facility would even open.

I think I might have covered all of this, Michele. Yeah I did. Oh, one more, one important point on the last slide. This is another concern for folks in the town. On-site consumption of the products is explicitly prohibited. Our facility manufacturing facilities follow the same rules in this regard to retail facilities. There's no on-site consumption.

Preventing diversion to minors. This is usually more of a concern for retail operation where they are serving the public in the case of the manufacturer we would only deal with the retailers themselves. We do not deal with the public at all. However we would not hire any individuals who are under 21 who have been convicted of distributing controlled substances pursuant to 935 CMR 500 – 0508B the facility would only be accessible to individuals or agents who are 21 years of age or older with verified and valid government issued photo ID. If in the event we discovered the [indiscernible] negligently sold marijuana to an individual under the age of 21 agent would be immediately terminated and the commission would be promptly notified. YouCanBeCo. will not manufacture or sell any edible products that resemble a realistic or fictional human animal or fruit including artistic character or cartoon renderings. Essentially manufacturing a product intended to be consumed orally, the intent there is to not make it look appealing to children. They will look pretty much as boring as possible to not entice under aged youth.

This is a slide that is basically saying we will run a clean discrete quiet advertising free business most folks in town wouldn't even know what we do or where we exist. Again, we are just a manufacturer. There is no need for the public to even enter our facility. So we will be quiet, out of the way. You probably won't even know we are there.

No products would be visible to any person from the exterior of the facility. No signage or lighting would be installed that would indicate what activity happens in that facility. Again, no consumption of these products would occur on premise. And to the extent practical YouCanBeCo. will pre-package its retail products and use carbon filtration and other air ventilation procedures to minimize potential odor. So you won't even smell us. Benefits to the town of Wareham. This is always a big one. Jobs. When we begin to hire we would give preference to folks within the town. Within the area. Then there's the host community agreement that provides some financial benefit to the town to the tune of approximately 3% of the gross sales of the company would generate annually. Access to quality legal products for qualified customers. Local sales and tax revenue. And control, in addition to the Commissioner the Wareham Police Department and other municipal departments would have oversight over all of our security systems and processes that take place on premises. And responsible. We are responsible seasoned

pros. We understand that building a sustainable business means being a good neighbor and running a good business. That is important to us. And economic development. We are assisting in the renovation of 3065 Cranberry Hwy. to help revitalize the property and make it a little bit more physically appealing to the town. It's a little bit older building so the more tenants that jump in that put a little bit of money into renovating the building just makes the neighborhood look a little bit better.

And Mary, am I speaking too quickly for you? and if you answered me Mary you are on mute. I just want to make sure that I'm not speaking too quickly for you to caption. You're good? okay thank you.

All right what happens next. At the CCC level and for Chloe and Frank if you don't know what the CCC is it's basically the governing body for all cannabis related commerce in the state of Massachusetts. We would have to submit a completed application. This is the final step for us that would allow us to submit an application we've been working on for some time. We would obtain a provisional license. I alluded to this a bit earlier. It is basically a license that says if you do everything you say in this plan we are okay with it, go build it and we will check it once you are done and see if you have actually met our guidelines. We would submit architectural plans for Commissioner approval. That would include a buildout of the lab area, the security plan etc. We would build out the location, pass several commission inspections before a final license was awarded. At that time, we would begin conducting business and be subject to undergoing regular visits at any time the commission deemed fit, or any member or agent of the town. Obtain a required local permits and approvals obviously if we are going to construct something we would need to comply with all the local building code to do so. Ongoing coordination of oversight for various municipal departments. And Courtney with police and fire department obviously most of the agencies within the town to ensure that what we are doing is in line with your local code and policy procedure etc.

But if you had any questions, this is a great time to ask them.

>> Quickly, Steve, any idea on the job numbers?

Steve: we don't, so we are a small company, we are hoping that we do a fantastic job and hit a home run and have great demand for products, but I think it would be irresponsible for me to quote a job number. I mean Michele and I would run the business and do what entrepreneurs do. We will scratch and claw and build the best business we can hoping that we can hire likely to within the first year is our guess, but that's just a guess.

>> Okey-doke and probably too early but, gross sales any ideas on what that could end up being?

Steve: yeah it's tough.

[Both speaking]

Steve: we don't know. We hope it is huge. Additional benefits for jobs that kind of just go beyond direct hires though, is all of the services that we consume within town meaning, we have met with a Wareham plumber or electrician and a lot of resources in town we already started conducting business with to include the building itself is a Wareham resident. But we are going to try Frank. We would love to make lots of stuff, sell lots of stuff and hire tons of people.

>> Alright thanks.

Steve: sure thank you Frank.

>> And I was wondering, what, can you tell me about like where the name comes from? or what the name means or?

Steve: Michele is probably the best person to answer this question. Go ahead Michele.

Michele: yeah, just came out of just the fact that I'm a really optimistic person and Steve and I both have put our corporate cruise behind us and this really embodies what we are trying to do going forward which is just create our own company with local resources and support local communities and that is where it came from.

>> Great, and do you have any plans about, so you are doing the manufacturing, but you would be buying plants from a grower, do you know if you would be working with local growers it has to be within the state right?

Michele: that is correct right. We have been doing our kind of networking homework and working to establish a relationship with multiple cultivators. I actually took an opportunity earlier this year in February to attend a course held by Holyoke community college and 3CRN which is a research company that is specifically focused on cannabis. And they put together a cannabis training course that ran through, Saturday's January through February and through the process I was able to meet not only amazing chefs that were able to share their skills but a number of people within the cannabis family and have been working on those relationships to expand and make sure that we have product when we are ready.

>> Great. And so you are doing, it sounds like I think you said extracts and so like tinctures and edibles. Do you have like do you know kind of what sort of edibles you are thinking about making or if you can also define what a tincture is. I work for the newspaper by the way.

Steve: okay okay.

>> And Frank is from the other newspaper. So.

>> I said that.

>> Yeah.

Michele: from inedible standpoint, our real goal is to do something that is different than is out there right now because it really is pretty limited and a lot of that is based on the CCC's very specific requirements in terms of what it can look like and what percentage of THC can be in their and packaging etc. So within the boundaries of that we are going to try to get creative and offer end-users more options other than gummy's and chocolates and what you see out there right now. We would like to use that culinary experience and bring it in and provide some more options to folks that want something maybe that is not full of sugar.

>> Yeah. And what is a tincture?

Steve: a tincture is, it is a solution that contains an active ingredient. In this case it would be THC oil. And it would be diluted with other oils and it is generally used as an oral, like a drop. It is just a different mechanism for some folks to consume. It is, the effects are little bit different than say smoking it. It is ingested through the digestive system as opposed to the lung. But it's really just a really quick and easy way to ingest cannabis orally. It would have the same practical impact or sensation of an edible.

>> Great. And then the last question I have, which, and I don't know whether you will be able to answer this or not, but I know the cannabis control commission has been processing like it seems things have been going pretty slowly. Do you have sort of a goal date that you're thinking about opening, or is that totally kind of not really predictable at this moment?

Michele: I mean I think it is fair to say we are shooting for 2021 at this point. If you were not aware we did have a previous meeting scheduled right before in March right before the public meetings were closed down. So we have had some delays. We were hoping for this year but it's probably not going to happen this year. But we will look to get a set up for next year.

>> Awesome thank you so much.

Michele: thanks for coming.

Steve: yeah thanks for coming." We, Frank what I forgot to mention was we are neighbors. We are just south of you guys. We have lived here our whole life. I mean angst in and Michele is in Pembroke. We are not an out-of-state company we are South Shore mass our whole lives.

>> Good to know, good to know.

>> Great.

Michele: Annie are we missing any moderating points that you should point out for us?

Annie: know. It sounds like the questions are being answered I do want to say for the record that through the channels available prior to the meeting no questions or comments came in. And it looks like we have none in the chat box. So it's going great.

Steve: awesome. So Chloe, Frank, we are not used to visitors here. We have how this meeting a couple times and we never got anybody. Is there anything else you would like to know about us or what we plan to do?

>> No. I've got a good figure, good, you put out a nice bunch of information on the site. And everything and reiterating it is nice. I'm pretty good.

Steve: Awesome thanks Frank.

[Both speaking]

>> ... Responses to her, which I will do.

Steve: the dialogue doesn't need to end here either. If you have questions you can reach us through that site at any time. We would actually be excited to get a question. By all means. You know, ask away. We understand there is, some folks can have a bit of anxiety having a business like this in the neighborhood and it's usually some folks that don't understand the nature of the business so we welcome any opportunity to explain what we are and introduce who we are to help folks feel a little better about what kind of folks are coming to your town and will be a part of your neighborhood so by all means if you have any questions or concerns give us an opportunity to address them.

>> Absolutely thank you.

>> You actually yeah I think I have one last question, which is, what kind of, so I know you wanted to get out of sort of the corporate world but what drew you to this business in particular?

[Laughter]

Michele: I actually worked, Steve mentioned we worked together before. After I left my corporate career I started doing some contract work in some of the contract work led me to work with Steve to look at upcoming opportunities. That is about I guess three years ago now. And right around that time the town that we have our office in, Kingston had approved recreational use marijuana and as an analyst there was no better opportunity in Kingston to pursue. At that time. And one thing led to another and we decided to move forward as a partnership and it just so happens that Wareham was a better fit than Kingston for us.

Steve: we also happened to be big fans of the plant. We believe in the power of the plant. I'm a former soldier and I have seen tons of my former soldiers find relief from PTSD in the plant. Folks with chronic pain, folks with anxiety, folks with difficulty sleeping. And just folks that want to relax and chill out for a night. So we do believe in the power of the plant. Quite a bit. And we would love to make that our job. That is essentially it. And to your earlier question that YouCanBeCo came from a moment where Michele and I said this is a big deal, do we think we can do this and we kept saying yes. Yes we can. And that helped kind of forged a name so it's a new venture for us. I mean having experience extracting cannabis, that's a very difficult thing to come by

with all of the regulatory stuff, so for a business like us it is, it is a little scary. To start into a business where we have never done it before. But Michele and I are 30 year background in the financial services area was creating new businesses that nobody had ever done before. So we do believe we can do it and do it well. And that is essentially why we are here. We love the plant. We love to build businesses and we love being in the south shore of Massachusetts. So to us it is a perfect way to kinda finish our work and careers doing something we are truly passionate about.

Michele: and where else can you find people with experience dealing with that kind of compliance. Like Steve said we have spent 30 years dealing with surprise visits from the SEC, so the CCC feels a little bit like that to me in terms of regulatory requirements. So it feels comfortable. It's just a different product.

>> Absolutely. Awesome thank you.

Steve: well thank you.

Michele: good questions.

Annie: so does anybody have any follow-up questions or any last-minute comments they want to make?

>> No thanks. I'm good.

Annie: go ahead Steve if you will and for anyone who accesses this after the fact if you will just give your website so that people can access the question through that avenue that will tie it up.

Steve: sure. We are at YouCanBeCo. .com as soon as you arrive there you will find a page and a sound like Frank has already found it for you can click a little button, ask some questions and we will call you back.

Annie: great thank you.

Steve: yes thank you very much guys I appreciate you showing up Chloe and Frank. And thank you Mary I appreciate it.

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): 9/25/20
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:

9/10/20

b. Name of publication:

Wareham
Week

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:

9/10/20

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:

9/8/20

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:

YouCanBeCo

Name of applicant's authorized representative:

Michele L. Hanson

Signature of applicant's authorized representative:

Michele Hanson

Community Outreach Documents

YouCanBeCo LLC ("YouCanBeCo") had originally scheduled a host community meeting with the town of Wareham on 3/12/20, but due to Governor Charlie Baker's Declaration of a State of Emergency to Respond to COVID-19 the in-person meeting was canceled. Based on the Cannabis Control Commission's administrative order allowing virtual web-based community outreach meetings YouCanBeCo rescheduled the meeting to September 25, 2020 at 5:30 PM.

There were 2 attendees at the meeting. Also, in attendance was a representative from Alternative Communication Services who was contracted to provide captioning services for the meeting and a neutral moderator. Both a recording and a transcript of the meeting have been submitted with the application. A copy of the meeting has also been provided to the town of Wareham.

Due to size and format limitations the meeting is accessible through this link

https://us02web.zoom.us/rec/share/4r6QJAm-zUSo2f8aDCLmXbWyzxD-MDb1idrVd818kTeoytFFVtFvfGnbzVQ6CtCq.0s_iH1IGSPMGR5I- Passcode: e\$SE?4#G

CHARTER REVIEW GROUP
54 Marion Road
Wareham, MA 02571
NOTICE OF PUBLIC WORKSHOP MEETING

The Charter Review Group will hold an online public workshop meeting on September 14th, 2020 at 6:30 p.m., for the purpose of soliciting public input upon the Charter Review Group's proposed Fall Town Meeting articles to amend the Wareham Home Rule Charter. The proposed articles can be reviewed online at <https://www.wareham.ma.us/charter-review-group> and are also on file in the office of the Town Clerk.

The meeting may be accessed online through the following Zoom link:

<https://us02web.zoom.us/j/85644100226?pwd=VWllL3gwczNiQkRVVnlwU2VlUEFMQT09>

Meeting ID: 856 4410 0226
 Passcode: 259608

or call
 1-312-626-6799 or 1-929-205-6099
 Meeting ID: 856 4410 0226
 Passcode: 259608

Judith Whiteside, Chairman

TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, MA 02571
NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Wareham Wetland Protective By-Law, Division VI, a public hearing will be held on **Wednesday, September 16, 2020 at 6:30 P.M.** on the:

Notice of Intent for:

c/o J.C. Engineering, Inc.
 2854 Cranberry Highway
 East Wareham, MA 02538

To construct a single family dwelling located on Assessors Map 106, Lot 19A, 17 Pond Edge Trail, Wareham, MA

Per the Governor's Emergency Order, the meeting will be held remotely. Login information for the meeting will appear on the agenda posted on the Wareham Conservation Commission page of the Town of Wareham website.

WAREHAM CONSERVATION COMMISSION
 Sandy Slavin, Chairman

TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, MA 02571
NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massachusetts Wetland Protection Act, General Laws Chapter 131, Section 40, and the Wareham Wetland Protective By-Law, Division VI, a public hearing will be held on **Wednesday, September 16, 2020 at 6:30 P.M.** on the:

Notice of Intent for:

LEGAL ADVERTISEMENTS

James Ciardelli
 c/o G.A.F. Engineering, Inc.
 266 Main Street
 Wareham, MA 02571

To upgrade a sewage disposal system and construct a deck located on Assessors Map 4, Lots LC18 & LC19, 5 Valley Road, Wareham, MA

Per the Governor's Emergency Order, the meeting will be held remotely. Login information for the meeting will appear on the agenda posted on the Wareham Conservation Commission page of the Town of Wareham website.

WAREHAM CONSERVATION COMMISSION
 Sandy Slavin, Chairman

COMMUNITY OUTREACH MEETING

Notice is hereby given that YouCanBeCo LLC will hold a Community Outreach Meeting for a proposed non-retail marijuana processing establishment scheduled for Friday, 09/25/2020 at 5:30pm. The meeting will take place online. YouCanBeCo LLC is proposing a Product Manufacturing Facility to be located at 3065 Cranberry Highway, Wareham.

Interested members of the community are encouraged to ask questions and receive answers from YouCanBeCo's representatives about the proposed facility and operations.

All information required to join the meeting and submit questions in advance can be found at www.youcanbeco.com

ZONING BOARD OF APPEALS
54 Marion Road
Wareham, MA 02571
NOTICE OF PUBLIC HEARING

The Zoning Board of Appeals will hold a public hearing on **September 23, 2020 at 6:30 p.m.** in Room 320 of the Wareham Multi Service Center, 48 Marion Road, Wareham, MA 02571 to consider Petition #23-20 for (2) Two Special Permits and/or Variance from the requirements of Article 6, Table 622, 628 and Article 13, Section 1335 under the Wareham Zoning By-Laws, for David Halberstadt of 11 Sunset Avenue, Wareham, MA proposing renovations and an addition to the existing dwelling at 6 West Boulevard, Wareham, MA (Assessors Map 1, Lot 519) in the OV-2 zoning district.

Nazih Elkallassi, Chairman
 First Notice: September 3, 2020
 Second Notice: September 10, 2020

TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, MA 02571
NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massachusetts Wetland Protection Act, General Laws Chapter 131, Section 40, and the Wareham Wetland Protective By-Law, Division VI, a public hearing will be held on **Wednesday, September 16, 2020 at 6:30 P.M.** on the:

Notice of Intent for:

Eversource Energy
 c/o AECOM
 9 Jonathon Bourne Drive
 Pocasset, MA 02559

To rebuild and upgrade an existing overhead electric distribution line located within the electric right of way between Farm to Market Road and the Eversource Wareham Substation #714 on Charge Pond Road, Wareham, MA

Per the Governor's Emergency Order, the meeting will be held remotely. Login information for the meeting will appear on the agenda posted on the Wareham Conservation Commission page of the Town of Wareham website.

WAREHAM CONSERVATION COMMISSION
 Sandy Slavin, Chairman

ZONING BOARD OF APPEALS
54 Marion Road
Wareham, MA 02571
NOTICE OF PUBLIC HEARING

The Zoning Board of Appeals will hold a public hearing on **September 23, 2020 at 6:30 p.m.** in Room 320 of the Wareham Multi Service Center, 48 Marion Road, Wareham, MA 02571 to consider Petition #21-20 for a Variance from the requirements of Article 622 and Article 628 under the Wareham Zoning By-Laws, for Howard F. Marcle, Jr. of 40 Williams Street, Beverly, MA seeking to construct a new, single-family dwelling at 10 Thirteenth Street, Wareham, MA (Assessors Map 1, Lot 344) in the OV-2 zoning district.

Nazih Elkallassi, Chairman
 First Notice: September 3, 2020
 Second Notice: September 10, 2020

TOWN OF WAREHAM
CONSERVATION COMMISSION
MEMORIAL TOWN HALL
54 MARION ROAD
Wareham, MA 02571
NOTICE OF PUBLIC HEARING

Pursuant to the provisions of the Massachusetts Wetland Protection Act, General Laws Chapter 131, Section 40, and the Wareham Wetland Protective By-Law, Division VI, a public hearing will be held on **Wednesday, September 16, 2020 at 6:30 P.M.** on the:

Notice of Intent for:

Glenn Priolo
 c/o River Hawk Environmental, LLC
 2183 Ocean Street
 Marshfield, MA 02050

To construct a pier, ramp, and float system located on Assessors Maps 54, Lots P28 & P29, 6 Preservation Lane, Wareham, MA

Per the Governor's Emergency Order, the meeting will be held remotely. Login information for the meeting will appear on the agenda posted on the Wareham Conservation Commission page of the Town of Wareham website.

WAREHAM CONSERVATION COMMISSION
 Sandy Slavin, Chairman



**From
 Our
 Members**

Wareham Week gives businesses and non-profit organizations the opportunity to become online Affiliate Members of WarehamWeekToday.com and post news and information directly to our homepage. The following items have been excerpted from recent posts to our site.

Thinking Christmas

The Friends of the Wareham Free Library's next used book sale is exactly 100 days before Christmas. So the Friends will be adding holiday-themed books and holiday gifts to their regular used book selections. The sale will be on the library lawn at 59 Marion Road, from 9 a.m. to 4 p.m. The rain date will be on the 18th.

As at previous sales, there are pandemic precautions: Masks must be worn at all times over the mouth and nose. Hands must be sanitized before shopping; the Friends will supply sanitizer. Customers are asked to check in when the arrive and will be called when it is their turn to shop.

'Bach' to a concert

Here's a bit more information on the New Bedford Symphony Orchestra's season-opening concert on Saturday, Sept. 12: The virtual concert, recorded on stage at the Zeiterion Performing Arts Center and presented through a password-protected webpage, will be broadcast at 7:30pm and will last approximately 60 minutes. Tickets are \$10 per household and can be purchased at Zeiterion.org.

Featuring 24 string and percussion musicians of the orchestra, the program opens with a reflective piece by George Walker, the first African American composer to win the Pulitzer Prize for Music. The piece, originally called "Lament," was dedicated to the composer's grandmother who had been a slave. Next, Music Director Yaniv Dinur takes both roles as pianist and conductor in Bach's First Keyboard Concerto, followed by NBSO concertmaster Jesse Holstein who performs "Winter" and "Spring" from Piazzolla's Four Seasons of Buenos Aires. The program closes with Shchedrin's Carmen Suite, a reimagining of some of the most popular arias from Bizet's opera Carmen.

For more information, go to www.nbsymphony.org.

To learn more about Affiliate Membership on WarehamWeekToday.com, email sales@warehamweek.com.



YouCanBeCo LLC.
42 Elm Street #6
Kingston, MA 02364

September 4, 2020

To Whom it May Concern

Notice is hereby given that YouCanBeCo LLC will hold a Community Outreach Meeting for a proposed non-retail marijuana processing establishment scheduled for Friday, 09/25/2020 at 5:30pm. The meeting will take place online. YouCanBeCo LLC is proposing a Product Manufacturing Facility to be located at 3065 Cranberry Highway, Wareham.

Interested members of the community are encouraged to ask questions and receive answers from YouCanBeCo's representatives about the proposed facility and operations.

All information required to join the meeting and submit questions in advance can be found at www.youcanbeco.com



YouCanBeCo LLC.
42 Elm Street #6
Kingston, MA 02364

September 4, 2020

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Notice is hereby given that YouCanBeCo LLC will hold a Community Outreach Meeting for a proposed non-retail marijuana processing establishment scheduled for Friday, 09/25/2020 at 5:30pm. The meeting will take place online. YouCanBeCo LLC is proposing a Product Manufacturing Facility to be located at 3065 Cranberry Highway, Wareham.

Interested members of the community are encouraged to ask questions and receive answers from YouCanBeCo's representatives about the proposed facility and operations.

All information required to join the meeting and submit questions in advance can be found at www.youcanbeco.com

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

YouCanBeCo LLC (“YouCanBeCo”) 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, YouCanBeCo 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 the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact with a specific focus on Wareham, New Bedford, and Fall River.

Goals

In order to positively impact areas of disproportionate impact specifically Wareham, New Bedford, and Fall River YouCanBeCo has established the following goals:

1. Assisting local organizations with a mission to improve Wareham, New Bedford, and Fall River communities by donating \$5,000 annually to Damien’s Place Family Pantry located in Wareham.
2. Offering up to 40 hours of paid volunteer time annually per employee to initiatives in Wareham, New Bedford, and Fall River.
3. Hiring skilled trades and labor to help build, work in and maintain our facility from Wareham, New Bedford, and Fall River whenever possible, with the goal of having 75% of YouCanBeCo’s contractors and employees be past or present residents of Wareham, New Bedford, or Fall River.
4. Leveraging business assets by providing up to 80 hours of industry-related mentoring per year to a minimum of 2 applicants who are Wareham, New Bedford and Fall River residents that are interested in entering the commercial adult-use cannabis industry.

Programs

YouCanBeCo has developed specific programs to effectuate its stated goals to positively impact Wareham, New Bedford and Fall River. Such programs will include the following:

1. **Community Care Program** - YouCanBeCo is committed to be a positive contributor to the Wareham, New Bedford, and Fall River communities. We also believe strongly in helping to provide food security to all families. As part of that commitment YouCanBeCo will allocate annual minimum funding of \$5,000 towards Damien’s Place Family Pantry whose mission is to help end hunger in the greater South Coast areas. Additionally, we will encourage all employees to give back to Wareham, New Bedford, and Fall River by offering up to 40 paid volunteer hours per year, per employee.
2. **First Look Local** - YouCanBeCo will keep it local by giving hiring preference to residents of Wareham, New Bedford, and Fall River whenever possible. The policy includes any full-time hires and skilled trade work that will be needed to build and maintain our state-of-the-art facility. The goal will be accomplished by publishing employment positions and contract jobs in publications directed to residents of Wareham, New Bedford and Fall River at least two weeks

prior to expanding the search. We will post notices as positions or contract jobs become available (but not less than annually) in local publications including Wareham Week, Standard Times, and the Herald News.

3. **Pass It On** - An important part of YouCanBeCo's mission is reducing barriers to entry into the Cannabis Industry for individuals located in Wareham, New Bedford and Fall River. We believe that a major barrier is a lack of formal business training required to create business plans and other artifacts that are required to apply for and to successfully operate once licensed. In order to remove this barrier, we will utilize our extensive experience creating and operating businesses to offer mentoring services. The goal is to assist applicants with developing their business plans and standard operating procedures. Each year YouCanBeCo will post a notice detailing the mentoring program and how to apply to participate. The notice will be posted in publications directed to residents of Wareham, New Bedford and Fall River including Wareham Week, Standard Times, and the Herald News. YouCanBeCo will provide up to 80 hours of mentoring for a minimum of 2 residents from Wareham, New Bedford, or Fall River that are interested in pursuing a license in the commercial adult-use cannabis industry.

Measurements

The Chief Administrator will administer the Plan and will be responsible for developing measurable outcomes to ensure YouCanBeCo continues to meet its commitments. Such measurable outcomes, in accordance with YouCanBeCo's goals and programs described above, include:

- \$5,000 donated to Damien's Place Family Pantry who supports social service programs that benefit Wareham, New Bedford and Fall River.
- 40 hours per employee per year spent volunteering at local charities that benefit Wareham, New Bedford, and Fall River.
- 75% of hires and contract jobs are sourced from Wareham, New Bedford and Fall River.
- Documentation of any job advertisements placed in Wareham Week, Standard Times, and the Herald News.
- 80 hours of complementary mentoring services delivered to a minimum of 2 residents of Wareham, New Bedford or Fall River that are interested in entering the commercial adult-use cannabis industry.

Beginning upon receipt of YouCanBeCo's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, YouCanBeCo 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 Chief Administrator will review and evaluate YouCanBeCo's measurable outcomes no less than twice annually to ensure that YouCanBeCo is meeting its commitments. YouCanBeCo is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, YouCanBeCo intends to donate to Damien's Place Family Pantry and acknowledges that Damien's Place Family Pantry has been contacted and will receive the donation described herein.
- YouCanBeCo 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 YouCanBeCo will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001412574

1. The exact name of the limited liability company is: YOU CAN BECO LLC

2a. Location of its principal office:

No. and Street: 24 PRINCE WAY

City or Town: PEMBROKE

State: MA

Zip: 02359

Country: USA

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

No. and Street: 24 PRINCE WAY

City or Town: PEMBROKE

State: MA

Zip: 02359

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:

CONSULTING - NEW BUSINESS DEVELOPMENT AND CONSULTING FIRM

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHELE L. HANSON

No. and Street: 24 PRINCE WAY

City or Town: PEMBROKE

State: MA

Zip: 02359

Country: USA

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

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

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

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

PEMBROKE, MA 02359 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHELE L. HANSON	24 PRINCE WAY PEMBROKE, MA 02359 USA
REAL PROPERTY	STEVEN SAPIR	24 PRINCE WAY PEMBROKE, MA 02359 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of November, 2019,
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT
SECRETARY

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

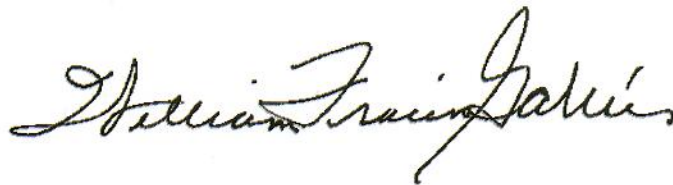
Michele

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:

November 22, 2019 05:56 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Operating Agreement

YouCanBeCo LLC, a Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of YouCanBeCo LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Massachusetts limited liability company under the Massachusetts Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the commonwealth of Massachusetts. The Members hereby adopt and approve the articles of organization of the Company filed with the Massachusetts State Secretary.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Massachusetts Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Massachusetts Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Massachusetts Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Massachusetts Limited Liability Company Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Massachusetts Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Massachusetts Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Massachusetts Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Massachusetts Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem

necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Massachusetts Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Massachusetts Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

- (ii) Entry of a decree of judicial dissolution under Section 44 of the Massachusetts Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Massachusetts law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action,

proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Massachusetts law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Massachusetts Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Massachusetts Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

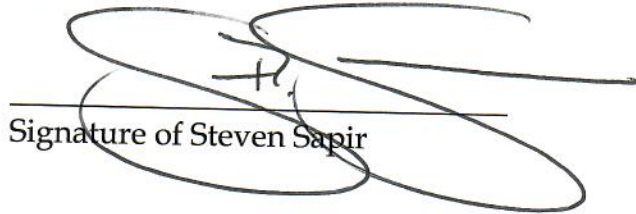
[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 1.24.2020



Signature of Michele L. Hanson



Signature of Steven Sapir

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep the Exhibit A current and updated in accordance with the terms of this Agreements, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Michele L. Hanson Address: 24 Prince Way Pembroke, Massachusetts 02359		51%
Steve B. Sapir Address: 16 Tall Timbers Lane Kingston, Massachusetts 02364		49%



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

mass.gov/dor

Letter ID: L1626500672
Notice Date: October 1, 2020
Case ID: 0-000-930-765



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



YOUCANBECO, LLC
24 PRINCE WAY BLDG PEMBROKE
PEMBROKE MA 02359-3636

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, YOUCANBECO, 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



William Francis Galvin
Secretary of the
Commonwealth

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

September 30, 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

YOUCANBECO LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 22, 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: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHELE L. HANSON, STEVEN SAPIR**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHELE L. HANSON, STEVEN SAPIR**



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

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

Signed under the pains and penalties of perjury, I, Michele Hanson, an authorized representative of YouCanBeCo LLC, certify that YouCanBeCo 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.

Michele Hanson

10/6/20
Date

Name: Michele Hanson

Title: Managing Member

Entity: YouCanBeCo LLC

PLAN FOR OBTAINING LIABILITY INSURANCE

YouCanBeCo LLC (“YouCanBeCo”) 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. YouCanBeCo will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, YouCanBeCo 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. YouCanBeCo 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.

BUSINESS PLAN

September 18, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

YouCanBeCo LLC (“YouCanBeCo”) is an applicant for a Marijuana Establishment License in the Commonwealth that 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. YouCanBeCo is a high energy, socially engaged, and responsible manufacturer of unique, boutique cannabis products.

License Types

YouCanBeCo is applying for the following License from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Product Manufacturer at 3065 Cranberry Highway, East Wareham MA

What Drives Us

YouCanBeCo’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 YouCanBeCo’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

YouCanBeCo has put together a team to implement the operations of the Marijuana Establishment and intends to create 5-10 full-time positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over YouCanBeCo team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders

Michele Hanson and Steve Sapir have a combined 60 years of experience developing and operating successful businesses in heavily regulated industries.

Executive Management Team

Michele Hanson has over 30 years of experience in business development, operations, compliance, and leading organizations. Michele is a graduate of the H.C.C. & 3CRN-Cannabis Culinary Assistant & Infusion Specialist program. The program focused on manufacturing operations and complying with policies and procedures related to security, health, and safety, and all relevant codes. The course also covered inventory management, ordering systems, equipment needed and the pharmacology of cannabis and hemp and how medicinal dosing can be optimized.

Steve Sapir has over 30 years of experience in business development, operations, compliance, and manufacturing. He is a U.S. Army Corps of Engineers veteran.

COMPANY DESCRIPTION

Structure

YouCanBeCo is a Massachusetts domestic for-profit corporation that is applying for a License from the Commission to operate a Marijuana Establishment in the Commonwealth.

YouCanBeCo 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

YouCanBeCo will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana and finished, stored marijuana; conduct a monthly inventory of 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.

YouCanBeCo 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.

YouCanBeCo 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.

YouCanBeCo 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, YouCanBeCo 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. YouCanBeCo 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.

YouCanBeCo 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.

YouCanBeCo 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, YouCanBeCo 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 YouCanBeCo. If YouCanBeCo 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 YouCanBeCo has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

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

Security

YouCanBeCo 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.

YouCanBeCo'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 building and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only YouCanBeCo'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 YouCanBeCo will maintain a current list of individuals with access. YouCanBeCo will have security personnel on-site during business hours.

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

Benefits to Host Community

YouCanBeCo looks forward to working cooperatively with its host community to ensure that YouCanBeCo operates as a responsible, contributing member of those host communities. YouCanBeCo has established a mutually beneficial relationship with its host communities in exchange for permitting YouCanBeCo to site and operate.

YouCanBeCo's host community 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**: YouCanBeCo 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 YouCanBeCo's security systems and processes.
5. **Responsibility**: YouCanBeCo is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: YouCanBeCo's operation of its facilities will help to revitalize its host community and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

YouCanBeCo will only sell marijuana and marijuana products to other licensed Marijuana Establishments.

Competitors

YouCanBeCo's competitors include all other licensed product manufacturers in Massachusetts. Currently, there are 27 operating product manufacturing establishments in Massachusetts.

Competitive Advantage

YouCanBeCo's competitive advantages over their competition include a strong leadership team, manufacturing operations experience, integrated branding and sales strategy.

YouCanBeCo possesses several strengths that separate YouCanBeCo 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.

Regulations

YouCanBeCo is a Massachusetts domestic for-profit corporation. YouCanBeCo will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. YouCanBeCo will apply for all state and local permits and approvals required to build out and operate the facility.

YouCanBeCo will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

In addition to traditional sativa, Indica, and hybrid cannabis flower, YouCanBeCo will offer a wide range of products that will allow YouCanBeCo to serve customers with a wide variety of needs. Products YouCanBeCo 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
11. Infused Food and Beverages

Pricing Structure

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

MARKETING & SALES

Growth Strategy

YouCanBeCo's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs; and
3. A caring and thoughtful staff made of consummate professionals.

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

Communication

YouCanBeCo 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 YouCanBeCo 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."

YouCanBeCo 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, YouCanBeCo will market its products and services to reach a wide range of qualified consumers.

YouCanBeCo 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.

Logo

YouCanBeCo has developed a logo to be used in labeling 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:



FINAL REMARKS

YouCanBeCo has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. YouCanBeCo hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. YouCanBeCo's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. YouCanBeCo is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, YouCanBeCo looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

YouCanBeCo LLC (“YouCanBeCo”) will securely maintain personnel records, including registration status and background check records. YouCanBeCo 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 manufacturing 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 YouCanBeCo 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.

After-Hours Contacts

Michele Hanson 508-847-3999

Steve Sapir 781-724-0288

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 9:00 AM-5:00 PM

Tuesday: 9:00 AM-5:00 PM

Wednesday: 9:00 AM-5:00 PM

Thursday: 9:00 AM-5:00 PM

Friday: 9:00 AM-5:00 PM

Saturday: closed

Sunday: closed

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for YouCanBeCo will undergo a detailed background investigation prior to being granted access to a YouCanBeCo facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for YouCanBeCo 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, YouCanBeCo 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, YouCanBeCo 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, YouCanBeCo 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 YouCanBeCo or the Commission.

Personnel Policies and Training

As outlined in YouCanBeCo'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 YouCanBeCo agents are required to complete training as detailed in YouCanBeCo's Qualifications and Training plan which includes but is not limited to YouCanBeCo'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).

YouCanBeCo 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 YouCanBeCo 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.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), YouCanBeCo LLC (“YouCanBeCo”) will only be accessible to individuals, visitors, and agents who are 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, visitor, or agent, a YouCanBeCo agent will immediately inspect the person’s proof of identification and determine the person’s age.

In the event YouCanBeCo 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). YouCanBeCo 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), YouCanBeCo 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. YouCanBeCo 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. YouCanBeCo 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.”** Pursuant to 935 CMR 500.105(6)(b), YouCanBeCo 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. YouCanBeCo’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).

RECORDKEEPING PROCEDURES

General Overview

YouCanBeCo LLC (“YouCanBeCo”) 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 YouCanBeCo documents. Records will be stored at YouCanBeCo 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 YouCanBeCo 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 YouCanBeCo’s quarter-end closing procedures. In addition, YouCanBeCo’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**

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**

Business Records 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 YouCanBeCo.
- Personnel Records

At a minimum, Personnel Records 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 YouCanBeCo and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - YouCanBeCo 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
 - YouCanBeCo will use Metrc as the 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.

- Incident Reporting Records
 - Within ten (10) calendar days, YouCanBeCo 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 YouCanBeCo 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 YouCanBeCo'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, YouCanBeCo 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 YouCanBeCo agents present during the disposal or other handling, with their signatures. YouCanBeCo 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 YouCanBeCo is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - YouCanBeCo will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of YouCanBeCo's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on 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
 - YouCanBeCo 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 YouCanBeCo closes, all records will be kept for at least two (2) years at YouCanBeCo's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, YouCanBeCo 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 YouCanBeCo'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 YouCanBeCo'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 YouCanBeCo 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 YouCanBeCo, 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 YouCanBeCo's website.
 - Policies and procedures for the handling of cash on YouCanBeCo 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.
- License Renewal Records
 - YouCanBeCo 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

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

MAINTAINING OF FINANCIAL RECORDS

YouCanBeCo LLC's ("YouCanBeCo") 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 YouCanBeCo.
- 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;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - 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;
 - If YouCanBeCo determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - 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; and
 - 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.
- 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.

- License Renewal Records

YouCanBeCo 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

YouCanBeCo LLC (“YouCanBeCo”) will ensure that all employees hired to work at a YouCanBeCo 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.

YouCanBeCo will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that YouCanBeCo discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and YouCanBeCo 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 YouCanBeCo’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 YouCanBeCo’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 YouCanBeCo 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”.

YouCanBeCo 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. YouCanBeCo’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, YouCanBeCo'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.

QUALITY CONTROL AND TESTING

Quality Control

YouCanBeCo LLC (“YouCanBeCo”) will comply with the following sanitary requirements:

1. Any YouCanBeCo 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 YouCanBeCo 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. YouCanBeCo’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 YouCanBeCo’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. YouCanBeCo’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. YouCanBeCo 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. YouCanBeCo’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. YouCanBeCo’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. YouCanBeCo’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. YouCanBeCo 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. YouCanBeCo acknowledges and understands that the Commission may require YouCanBeCo to demonstrate the intended and actual use of any toxic items found on YouCanBeCo’s premises;

11. YouCanBeCo 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 YouCanBeCo's needs;
12. YouCanBeCo'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. YouCanBeCo will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. YouCanBeCo 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. YouCanBeCo 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.

YouCanBeCo'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).

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

YouCanBeCo 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 YouCanBeCo 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.

YouCanBeCo will process marijuana in a safe and sanitary manner. YouCanBeCo 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 YouCanBeCo 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

YouCanBeCo 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 YouCanBeCo 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 YouCanBeCo'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 YouCanBeCo'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.

YouCanBeCo'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. YouCanBeCo acknowledges and understands that the Commission may require additional testing.

YouCanBeCo'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 YouCanBeCo 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.

YouCanBeCo 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. YouCanBeCo 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 YouCanBeCo'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 YouCanBeCo 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.

PRODUCT MANUFACTURING SAFETY PLAN

In accordance with 935 CMR 500.105(3)(c), YouCanBeCo LLC (“YouCanBeCo”) 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*.

Agent Hygiene Practices

YouCanBeCo agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All YouCanBeCo 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 YouCanBeCo 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 YouCanBeCo 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

The Company 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, prevent the spread of bacteria, and eliminate the possibility of cross-contamination. The Company will institute the following sanitation procedures in its commercial kitchen:

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- 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 YouCanBeCo 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 YouCanBeCo facility be so designed and of such material and workmanship as to be adequately cleanable.

Training

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

- YouCanBeCo 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 *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility.
 - Ensure agents know their rights and responsibilities under OSHA Regulations and the Act 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.
- YouCanBeCo 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 Production Manager.
 - Report the following to the Production Manager:
 - A hazard that might endanger YouCanBeCo agents;
 - A problem with personal protective equipment or clothing; or
 - Any suggestions to improve workplace safety.

Cleanliness & Sanitation Training:

YouCanBeCo will combine its existing successful agent training program, supplemented with Department rules and cannabis specific training to provide exhaustive training curricula to all agents. YouCanBeCo'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.

YouCanBeCo Lab and Production Agent Health and Safety Program

YouCanBeCo has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the YouCanBeCo 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 YouCanBeCo 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.

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ENERGY COMPLIANCE PLAN

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

YouCanBeCo is also in the process of considering opportunities for renewable energy generation (including wind and solar options). YouCanBeCo’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although YouCanBeCo may reconsider at a future date. YouCanBeCo will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels).

Nevertheless, our team is dedicated to consistently striving for sustainability and emissions reduction. YouCanBeCo is pursuing multiple strategies to reduce electric demand. Programs may include lighting schedules, active load management, and energy storage programs. YouCanBeCo will create an energy efficient lighting plan including the usage of energy saving light bulbs.

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

DIVERSITY PLAN

Overview

YouCanBeCo LLC (“YouCanBeCo”) 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, YouCanBeCo has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in YouCanBeCo’s operations.

Goals

In order to promote equity for minorities and women, YouCanBeCo has established the following goals:

1. Building a workforce comprised of at least 30% women and minorities.
2. Working with a minimum of 2 minority and/or woman applicants per year on completing the adult-use Marijuana Establishment application process in Massachusetts by providing tools and mentoring for a up to 40 hours annually.
3. Hosting 1-hour informational sessions for up to 10 attendees per quarter. The sessions will provide insights into the adult-use industry, potential cannabis career paths, information about additional resources, and actionable next steps toward pursuing a career in cannabis for women and minorities.

Programs

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

1. In order to attract women and minorities to our team, YouCanBeCo will advertise employment opportunities in diverse publications or other mediums including DiversityWorking.com, DiversityJobs.com, and Jobtarget.com stating that we are specifically seeking women and minority candidates. All jobs will be advertised in diverse publications including DiversityWorking.com, DiversityJobs.com, and Jobtarget.com exclusively for a minimum of 2 weeks prior to expanding the search to other mediums. Job opportunities will be posted at least once annually or more frequently as needed.
2. Each year YouCanBeCo will post a public notice in diverse publications including DiversityWorking.com, DiversityJobs.com, and Jobtarget.com encouraging women and/or minority candidates that wish to pursue a Marijuana Establishment license to complete an online application. YouCanBeCo will select up to 2 candidate per year to provide tools and mentoring to facilitate the process of completing their Marijuana Establishment application. The tools will include training, templates, and direct mentoring of up to 40 hours per year.
3. YouCanBeCo will host 1-hour training sessions for up to 10 attendees quarterly. The goal of the session is to provide insights into the adult-use industry, potential cannabis career paths, information about additional resources, and actionable next steps toward pursuing a career in cannabis for women and minorities.

Measurements

The Chief Administrator will administer the Plan and will be responsible for developing measurable outcomes to ensure YouCanBeCo continues to meet its commitments. Such measurable outcomes, in accordance with YouCanBeCo's goals and programs described above, include:

- YouCanBeCo will count the number of individuals hired who are women and minorities. This number will be assessed from the total number of individuals hired to ensure that 30% of all individuals hired fall within this goal.
- Provide training and mentoring for up to 2 woman and/or minority applicants towards completing their Marijuana Establishment application per year.
- Host 1-hour informational sessions quarterly that can accommodate up to 10 participants with the goal of increasing awareness about cannabis career opportunities for women and minorities.

Beginning upon receipt of YouCanBeCo's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, YouCanBeCo 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 Chief Administrator will review and evaluate YouCanBeCo's measurable outcomes no less than twice annually to ensure that YouCanBeCo is meeting its commitments. YouCanBeCo is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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