



June Monthly Public Meeting

Remote Via Teams

Packet 1 of 17



Meeting Book - June Monthly Public Meeting Packet

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Next Meeting Date & Adjournment

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June 15, 2021

In accordance with Sections 18-25 of Chapter 30A of the Massachusetts General Laws and the [Governor's Order suspending certain provisions of the Open Meeting Law](#), M.G.L Ch. 30A §20, notice is hereby given of a meeting of the Cannabis Control Commission. The meeting will take place as noted below.

CANNABIS CONTROL COMMISSION

**June 17, 2021
10:00AM**

Remote Participation via [Microsoft Teams Live*](#)

PUBLIC MEETING AGENDA

- 1) Call to Order
- 2) Chairman's Comments and Updates
- 3) Minutes for Approval
- 4) Executive Director's Report
 - a. Social Equity Program Update
- 5) Enforcement Actions
 - a. Sira Naturals, Inc.
 - b. TILT Holdings Inc.
- 6) Staff Recommendations on Changes of Ownership
 - a. Cannatech Medicinals, Inc.
 - b. Commonwealth Alternative Care, Inc.
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 tt. UPROOT LLC (#MBR169272)
 uuu. Alternative Therapies Group II, Inc. (#RMD1528)
 vvv. Alternative Therapies Group II, Inc. (#RMD065)
 www. BeWell Organic Medicine, Inc. (#RMD1245)
 xxx. Curaleaf Massachusetts, Inc. (#RMD385)
 yyy. Debilitating Medical Condition Treatment Centers, Inc., Vertically Integrated
 Medical Marijuana Treatment Center
 zzz. Garden Remedies, Inc. (#RMD1005)
 aaaa. INSA, Inc. (#RMD365)
 bbbb. INSA, Inc. (#RMD845)
 cccc. Mayflower Medicinals, Inc., Vertically Integrated Medical Marijuana
 Treatment Center
 dddd. New England Treatment Access, LLC (#RMD125)
 eeee. New England Treatment Access, LLC (#RMD185)
 ffff. NS AJO Holdings, LLC (#RMD1425)
 gggg. Pharmacannis Massachusetts, Inc. (#RMD805)
 hhhh. Revolutionary Clinics II, Inc. (#RMD1346)
 iiii. Revolutionary Clinics II, Inc. (#RMD925)
 jjjj. Rise Holdings, Inc. (#RMD645)
 kkkk. Silver Therapeutics, Inc., Vertically Integrated Medical Marijuana Treatment
 Center
 llll. Sira Naturals, Inc. (#RMD245)
 mmmm. Sira Naturals, Inc. (#RMD325)
 nnnn. Sira Naturals, Inc. (#RMD625)
 oooo. Temescal Wellness of Massachusetts Inc. (#RMD705)
 pppp. Temescal Wellness of Massachusetts Inc. (#RMD965)
 qqqq. Temescal Wellness of Massachusetts Inc. (#RMD985)
 rrrr. Theory Wellness, Inc., Vertically Integrated Medical Marijuana Treatment
 Center

8) Staff Recommendations on Final Licenses

- a. Cypress Tree Management, Inc. (#MR282803), Retail
- b. Diem Lynn, LLC (#MR283369), Retail
- c. Faded, LLC (#DOA100108), Marijuana Courier



- d. Grass Appeal, LLC (#MR282267), Retail
- e. Green Gold Group, Inc. (#MC281649), Cultivation, Tier 7 / Indoor
- f. Green Gold Group, Inc. (#MP281456), Product Manufacturer
- g. High Hopes, LLC (#MR282161), Retail
- h. KRD Growers, LLC (#MR282670), Retail
- i. Life Essence, Inc. (#MC281999), Cultivation, Tier 9 / Indoor
- j. Life Essence, Inc. (#MP281624), Product Manufacturer
- k. Olde World Remedies, Inc. (#MR282742), Retail
- l. Pleasantrees, Inc. (#MR281679), Retail
- m. Stafford Green, Inc. (#MC281964), Cultivation, Tier 5 / Outdoor
- n. MD Holistics, Inc. (#MTC1606), Vertically Integrated Medical Marijuana Treatment Center

9) Staff Recommendations on Provisional Licenses

- a. ACMJ, Inc. (#MCN283322), Cultivation, Tier 1 / Indoor
- b. ACMJ, Inc. (#MPN282023), Product Manufacturer
- c. Bloominati AG, LLC (#MCN283421), Cultivation, Tier 1 / Indoor
- d. Charles River Remedies, LLC (#MRN283511), Retail
- e. Cypress Tree Management Fenway, Inc. (#MRN284186), Retail
- f. DayDreamz Estates, LLC (#MCN283415), Cultivation, Tier 1 / Indoor
- g. DayDreamz Estates, LLC (#MCN283417), Cultivation, Tier 3 / Outdoor
- h. DayDreamz Estates, LLC (#MPN282050), Product Manufacturer
- i. Debilitating Medical Condition Treatment Centers (#MCN283486), Cultivation, Tier 1 / Indoor
- j. Debilitating Medical Condition Treatment Centers (#MPN282046), Product Manufacturer
- k. Green River Cannabis Company, Inc. (#MRN283094), Retail
- l. Green River Cannabis Company, Inc. (#MRN283093), Retail
- m. Green Valley Analytics, LLC (#ILN281359), Independent Testing Laboratory
- n. Greenbridge Technologies, LLC (#MCN283420), Cultivation, Tier 2 / Indoor
- o. Greenbridge Technologies, LLC (#MPN282054), Product Manufacturer
- p. H & H Cultivation, LLC (#MCN283335), Cultivation, Tier 2 / Indoor
- q. H & H Cultivation, LLC (#MPN282022), Product Manufacturer
- r. High Dune Craft Cooperative, LLC (#CON281297), Craft Marijuana Cooperative
- s. Hydro Flower, LLC (#MCN283450), Cultivation, Tier 5 / Indoor
- t. Hydro Flower, LLC (#MPN282060), Product Manufacturer



- u. KCCS, LLC (#MRN283970), Retail
 - v. KG Collective, LLC (#MRN284181), Retail
 - w. Life Essence, Inc. (#MRN283110), Retail
 - x. M3 Ventures, Inc. (#MCN283354), Cultivation, Tier 1 / Outdoor
 - y. Northampton Labs, LLC (#ILN281313), Independent Testing Laboratory
 - z. Richards Flowers, LLC (#MBN282225), Microbusiness
 - aa. Royalty Group, LLC (#MCN283240), Cultivation, Tier 2 / Indoor
 - bb. San Holdings, LLC (#MCN282372), Cultivation, Tier 2 / Indoor
 - cc. San Holdings, LLC (#MRN282449), Retail
 - dd. Sira Naturals, Inc. (#MRN283946), Retail
 - ee. Standard Naturals, LLC (#MRN282696), Retail
 - ff. The Botanist, Inc. (#MPN281672), Product Manufacturer
 - gg. Uma Cultivation LLC (#MCN282699), Cultivation, Tier 2 / Indoor
- 10) Commission Discussion and Votes
 - a. Update on Microbial Testing
 - b. Guidance on Licensure
 - c. Executive Director Compensation
 - 11) New Business the Chair Did Not Anticipate at the Time of Posting
 - 12) Next Meeting Date
 - 13) Adjournment

*Closed captions available

Notice of Executive Session

Under the Open Meeting Law, G.L. c. 30A, § 21 (a) (2) and (7) and the Public Records Law, G.L. c. 66, and the exemptions set forth in G.L. c. 4, § 7 (26) (c), the Commission may enter into executive session to prepare for and negotiate the terms and conditions of the Executive Director's employment.



CANNABIS CONTROL COMMISSION

**February 11, 2021
10:00AM**

Remote Participation via [Microsoft Teams Live](#)

PUBLIC MEETING MINUTES

Documents:

- License Application materials relating to:
 - Staff Recommendations on Changes of Ownership
 - Briarleaf, LLC
 - Pha Industries, Inc.
 - Pleasantrees, Inc.
 - Temescal Wellness of Massachusetts, LLC
 - Staff Recommendations on Renewals
 - Apical, Inc. (#MCR139941)
 - Apical, Inc. (#MPR243569)
 - Baked Bean LLC (#MPR243572)
 - Bodelle's Edibles, LLC (#MBR169268)
 - Caregiver-Patient Connection LLC (#MPR243577)
 - Core Empowerment LLC (#MRR205683)
 - EMB Natural Ventures, LLC (#MCR139956)
 - EOS-Bittersweet LLC (#MCR139960)
 - FFD Enterprises MA (#MCR139954)
 - Freshly Baked Company (#MBR169269)
 - Full Harvest Moonz, Inc. (#MRR205675)
 - Grass Appeal LLC (#MCR139952)
 - Grass Appeal LLC (#MRR205681)
 - Hampshire Hemp LLC (#MRR205664)
 - Havn Extracts, LLC (#MPR243576)
 - Holistic Industries, Inc. (#MRR205684)
 - HVV Massachusetts, Inc. (#MCR139930)
 - HVV Massachusetts, Inc. (#MPR243567)
 - Old Planters of Cape Ann, Inc. (#MRR205652)
 - RC Cultivation LLC (#MCR139951)
 - RC Cultivation LLC (#MPR243574)
 - Rise Holdings, Inc. (#MRR205680)



- Solar Therapeutics Inc. (#MCR139948)
- The Headyc LLC (#MCR139944)
- Pharmacannis Massachusetts, Inc., Medical Marijuana Treatment Center
- Staff Recommendations on Final Licenses
 - Core Empowerment, LLC (#MR281865), Retail
 - Caregiver-Patient Connection (#MR283231), Retail
 - Delta 420, LLC (#MR281779), Retail
 - Evergreen Strategies, LLC (#MR282032), Retail
 - Jolly Green, Inc. (#MC281283), Cultivation, Tier 1 / Indoor
 - Mederi, Inc. (#MC282059), Cultivation, Tier 2 / Indoor
 - Nature's Remedy of Massachusetts, Inc. (#MR282049), Retail
 - Treeworks of Massachusetts, LLC (#MP281343), Product Manufacturer
 - Turning Leaf Centers Northampton, LLC (#MR283040), Retail
 - TYCA Green, Inc. (#MP281555), Product Manufacturer
 - TYCA Green, Inc. (#MR282035), Retail
 - United Cultivation, LLC (#MR282633), Retail
- Staff Recommendations on Provisional Licenses
 - 7Leaf Gardens, LLC (#MCN282830), Cultivation, Tier 1 / Indoor
 - 7Leaf Gardens, LLC (#MPN281894), Product Manufacturer
 - Alfred's Finest, Inc. (#DOA100111), Delivery-Only
 - Atlantic Medicinal Partners, Inc. (#MRN282476), Retail
 - Bracts & Pistils, LLC (#DOA100103), Delivery-Only
 - Calverde Naturals, LLC (#MRN283258), Retail
 - Coastal Infusions, LLC (#MCN283253), Cultivation, Tier 3 / Indoor
 - Coastal Infusions, LLC (#MPN281984), Product Manufacturer
 - Elevated Cultivation Co, LLC (#MCN282873), Cultivation, Tier 3 / Indoor
 - Greenerside Holdings, LLC (#MCN281610), Cultivation, Tier 6 / Indoor
 - Greenerside Holdings, LLC (#MRN282939), Retail
 - Greenfield Greenery, LLC (#MCN283117), Cultivation, Tier 11 / Outdoor
 - GTE Millis, LLC (#MCN283103), Cultivation, Tier 6 / Indoor
 - HVV Massachusetts, Inc. (#MRN283861), Retail
 - Innovative Flower, LLC (#MRN283469), Retail
 - Kaycha MA, LLC (#ILN281349), Independent Testing Laboratory
 - Legacy Foundation Group, LLC (#ILN281352), Independent Testing Laboratory
 - New England Regional Dispensary, LLC (#MCN282775), Cultivation, Tier 3 / Indoor
 - Rain City Farming, LLC (#MCN281316), Cultivation, Tier 1 / Indoor
 - Rain City Farming, LLC (#MPN281748), Product Manufacturer
 - The Corner Emporium, LLC (#MRN281408), Retail
 - The Harvest Club, LLC (#MCN283130), Cultivation, Tier 5 / Indoor
 - In Good Health, Inc. (#RMDA3305), Medical Marijuana Treatment Center



- [Public Meeting Material Packet](#)

In Attendance:

Chairman Steven Hoffman
Commissioner Ava Callender Concepcion
Commissioner Nurys Z. Camargo
Commissioner Jennifer Flanagan
Commissioner Bruce Stebbins

Minutes:

- 1) Call to Order
 - The Chairman recognized a quorum and called the meeting to order.
 - The Chairman gave notice that the meeting is being recorded.
- 2) Chairman's Comments and Updates
 - The Chairman welcomed new Commissioner Ava Concepcion.
 - Commissioner Concepcion expressed her excitement and gratitude toward staff for the comprehensive onboarding process.
 - The Chairman gave an overview of the agenda.
- 3) Minutes for Approval – 0:04:29
 - The Chairman noted there were two sets of minutes to approve.
 - September 10, 2020 – CAB Joint meeting
 - The Chairman asked if there were edits to the minutes.
 - Commissioner Concepcion moved to approve the minutes.
 - Commissioner Camargo seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission Unanimously approved the minutes.
 - September 24, 2020
 - The Chairman asked if there were suggested edits minutes.
 - Commissioner Flanagan moved to approve the minutes.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes



- Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission Unanimously approved the minutes.
- 4) Executive Director’s Report – 0:06:39
 - The Executive Director gave an overview of licensing data, as laid out on page [158 of the meeting packet](#).
 - Commissioner Concepcion asked a clarifying question regarding the date on the Licensing slides.
 - The Executive Director clarified that the data set is for February 11, 2021 and apologized for the typo.
 - Commissioner Flanagan asked a question regarding how many retailers have commenced operation in the state so far.
 - The Executive Director stated that they are around 100 retailers that have commenced operations in the state.
 - The Executive Director gave an overview of the implementation of the recently promulgated regulations.
 - The Executive Director gave an overview of Covid-19 related tasks considering the anniversary of the Commission going remote and implementing certain accommodations, requirements, and restrictions.
 - The Executive Director gave an overview of two current vacancies.
 - Chief Technology and Innovation offer
 - Closes February 16, 2021 at 5:00 PM
 - Director of Equity Programming and Community Outreach
 - Closes February 26, 2021 at 5:00 PM
 - The Executive Director gave an overview of two recently closed positions.
 - HR Secretary
 - HR/Operations Coordinator
- 5) Staff Recommendations on Changes of Ownership – 0:28:10

a. Briarleaf, LLC

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.



b. Pha Industries, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

c. Pleasantrees, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Change of Ownership.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

d. Temescal Wellness of Massachusetts, LLC

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

6) Staff Recommendations on Renewals – 0:34:38

- The Chairman noted that it is the Commission's practice to consider renewals as a roster.



- Commissioner Camargo clarified that she would recuse herself from the Core Empowerment LLC application, both for Renewal and under Final License.
- The Chairman, therefore, said there will be three renewal rosters: (1) all adult-use renewals, except for the one from which Commissioner Camargo will recuse herself, (2) the application with from which Commissioner Camargo is recusing herself, and (3) the one medical renewal.

a. Apical, Inc. (#MCR139941)

b. Apical, Inc. (#MPR243569)

c. Baked Bean LLC (#MPR243572)

d. Bodelle's Edibles, LLC (#MBR169268)

e. Caregiver-Patient Connection LLC (#MPR243577)

f. Core Empowerment LLC (#MRR205683)

- Core Empowerment LLC
 - Director Potvin presented the Staff Recommendation for Provisional License.
 - The Chairman asked for additional questions and comments.
 - Commissioner Concepcion moved to approve the roster of medical-use renewals.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Recused
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission approved the Renewal for Core Empowerment LLC by a vote of four in favor and one recusal.

g. EMB Natural Ventures, LLC (#MCR139956)

h. EOS-Bittersweet LLC (#MCR139960)

i. FFD Enterprises MA (#MCR139954)

j. Freshly Baked Company (#MBR169269)

k. Full Harvest Moonz, Inc. (#MRR205675)

l. Grass Appeal LLC (#MCR139952)

m. Grass Appeal LLC (#MRR205681)

n. Hampshire Hemp LLC (#MRR205664)

o. Havn Extracts, LLC (#MPR243576)

p. Holistic Industries, Inc. (#MRR205684)

q. HVV Massachusetts, Inc. (#MCR139930)

r. HVV Massachusetts, Inc. (#MPR243567)

s. Old Planters of Cape Ann, Inc. (#MRR205652)

t. RC Cultivation LLC (#MCR139951)

u. RC Cultivation LLC (#MPR243574)

v. Rise Holdings, Inc. (#MRR205680)

w. Solar Therapeutics Inc. (#MCR139948)



x. The Headyco LLC (#MCR139944)

- Adult-use Roster
 - The Chairman asked for additional question and comments.
 - Commissioner Concepcion moved to approve the first roster of adult-use Renewals.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the roster of adult-use Renewals.

y. Pharmacannis Massachusetts, Inc., Medical Marijuana Treatment Center

- Medical-Use Roster
 - The Chairman asked for additional questions and comments.
 - Commissioner Stebbins moved to approve the medical-use Renewal.
 - Commissioner Flanagan seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the roster of medical-use Renewals.

7) Staff Recommendations on Final Licenses – 0:41:20

- The Chairman noted that the Commission considers Final Licenses as a roster unless a Commissioner requests otherwise. There would be two rosters; (1) Core Empowerment, LLC, and (2) all other applications.

a. Core Empowerment, LLC (#MR281865), Retail

- Core Empowerment, LLC
 - Director Potvin presented the staff recommendation for Final License.
 - The Chairman asked for additional questions and comments.
 - Commissioner Concepcion moved to approve the Final License.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Recused
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes



- The Commission approved the Final License by a vote of four in favor and one recusal.
- b. Caregiver-Patient Connection (#MR283231), Retail
 - c. Delta 420, LLC (#MR281779), Retail
 - d. Evergreen Strategies, LLC (#MR282032), Retail
 - e. Jolly Green, Inc. (#MC281283), Cultivation, Tier 1 / Indoor
 - f. Mederi, Inc. (#MC282059), Cultivation, Tier 2 / Indoor
 - g. Nature's Remedy of Massachusetts, Inc. (#MR282049), Retail
 - h. Treeworks of Massachusetts, LLC (#MP281343), Product Manufacturer
 - i. Turning Leaf Centers Northampton, LLC (#MR283040), Retail
 - j. TYCA Green, Inc. (#MP281555), Product Manufacturer
 - k. TYCA Green, Inc. (#MR282035), Retail
 - l. United Cultivation, LLC (#MR282633)
 - Remaining Roster:
 - Director Potvin presented the staff recommendation for the remaining roster of Final Licenses.
 - The Chairman asked for additional questions and comments.
 - Commissioner Camargo moved to approve the remaining roster of Final Licenses.
 - Commissioner Concepcion seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Recused
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the remaining roster of Final Licenses.
- 8) Staff Recommendations on Provisional Licenses – 0:47:20
- The Chairman noted that the Commission will consider each Provisional License application individually and will work to reconcile any duplicative conditions requested by the Commissioners.
- a. 7Leaf Gardens, LLC (#MCN282830), Cultivation, Tier 1 / Indoor
 - Director Potvin presented the staff recommendation for both applications for 7Leaf Gardens, LLC Provisional Licenses, subject to individual votes.
 - Commissioner Stebbins requested two conditions.
 - Proposed conditions:
 - Detail your plan with specific strategies to assist minority, women, veteran, disabled and LGBTQ businesses to expand their opportunities to do business with the marijuana industry.
 - Prior to Final Application for Licensure, provide goals for hiring and retaining women, minorities, veterans, disabled residents, and LGBTQ residents.



- Commissioner Flanagan requested a condition.
 - Proposed condition: Clarify how the Associates for Human Services recognizing your donation on social media conforms with the advertising regulations 500.105(4)(b)2? The support letter from AHS states that “All donors will be recognized on social media as well as on virtual fundraising events for the remaining of FY 2021.”
- Commissioner Camargo requested a condition.
 - Proposed condition: Clarify how the positive impact plan and whether all employees may participate in the biannual training.
- Commissioner Flanagan asked a question about the condition for retaining employees.
 - Commissioner Stebbins explained that the intent was to capture not only a hiring plan, but a plan to reduce turnover among employees.
- The Chairman asked for additional questions and comments.
- Commissioner Camargo moved to approve the cultivation Provisional Licenses, subject to the conditions requested by Commissioners Camargo, Stebbins, and Flanagan.
- Commissioner Concepcion seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Cultivation Provisional License, subject to the conditions requested by Commissioners Camargo, Stebbins, and Flanagan.

b. 7Leaf Gardens, LLC (#MPN281894), Product Manufacturer

- Commissioner Concepcion moved to approve the Provisional Licenses, subject to the conditions requested by Commissioners Camargo, Stebbins, and Flanagan.
- Commissioner Flanagan seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo, Stebbins, and Flanagan.

c. Alfred’s Finest, Inc. (#DOA100111), Delivery-Only

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide any goals for hiring minorities, disabled residents, and LGBTQ residents.



- Commissioner Camargo requested two conditions.
 - Proposed conditions:
 - Clarify whether “The Green Gateway Positive Impact Program” is an actual program or is something the applicant will create.
 - Provide explanation for why West Springfield, which is not geographically relevant to business location.
 - The Chairman asked for questions and comments.
 - Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.
 - Commissioner Concepcion seconded the motion.
 - The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.
- d. Atlantic Medicinal Partners, Inc. (#MRN282476), Retail
- Director Potvin presented the staff recommendation for Provisional License.
 - Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide clarification to strategy for recruiting Fitchburg residents and strategies for recruiting residents from Areas of Disproportionate Impact in closer proximity to Brockton location.
 - Commissioner Camargo requested two conditions.
 - Proposed conditions:
 - Recommendation to increase the number of suppliers from diverse populations.
 - Provide details on who will mentor the SEP or EE applicant, and will this start before operations. Could benefit the mentee to start early and not wait for AMP to start operations.
 - The Chairman asked for questions and comments.
 - Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.
 - Commissioner Camargo seconded the motion.
 - The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes



- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.

e. Bracts & Pistils, LLC (#DOA100103), Delivery-Only (Marijuana Courier)

- Director Potvin presented the staff recommendation for both applications for 7Leaf Gardens, LLC Provisional Licenses.
- Commissioner Camargo requested a condition, noting that it is great to see the intention to mentor folks, but there's not clarity about how many folks they will mentor and when the mentorship will start, encouraging folks to "lift while you climb" and do not wait for final licensure or a Certificate to Commence Operations.
 - Proposed condition: With respect to goal two: How many applicants and will this start before operations?
- Commissioner Stebbins requested a condition.
 - Proposed conditions: Prior to Final Application for Licensure, review diversity hiring goals and expected number of employees.
- Commissioner Flanagan requested a condition.
 - Proposed condition: Clarification on how advertising on the campuses of MCC and BCC for industry events will be geared only to those who are 21 and older.
- The Chairman asked for additional questions and comments.
- Commissioner Concepcion moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo, Stebbins, and Flanagan.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo, Stebbins, and Flanagan.

f. Calverde Naturals, LLC (#MRN283258), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Camargo requested a condition.
 - Proposed condition: Clarify what a retail seminar means, how many hours, who is the audience within the Fitchburg residents etc. and add concrete outcomes.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Review Positive Impact Plan and provide strategies for engaging residents from additional Areas of Disproportionate Impact.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.
- Commissioner Concepcion seconded the motion.



- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.

g. Coastal Infusions, LLC (#MCN283253), Cultivation, Tier 3 / Indoor

- Director Potvin presented the staff recommendation for both Coastal Infusions, LLC Provisional License applications, subject to different votes.
- Commissioner Flanagan requested a condition, commenting that the Positive Impact Plan should include more than hiring, hiring is part of a Diversity Plan, and the Positive Impact Plan should focus more on benefiting communities and people that have been disproportionately impacted by cannabis prohibition.
 - Proposed condition: Resubmit Positive Impact Plan to include more than hiring.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Cultivation Provisional License, subject to the condition requested by Commissioner Flanagan.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Flanagan.

h. Coastal Infusions, LLC (#MPN281984), Product Manufacturer

- Commissioner Stebbins moved to approve the Provisional License, subject to the condition requested by Commissioner Flanagan.
- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Product Manufacturer Provisional License, subject to the condition requested by Commissioner Flanagan.



- i. Elevated Cultivation Co, LLC (#MCN282873), Cultivation, Tier 3 / Indoor
- Director Potvin presented the staff recommendation for Provisional License.
 - Commissioner Flanagan requested a condition.
 - Proposed condition: Clarification on how a donation to the Chron's and Colitis Foundation will directly impact specified cohorts.
 - The Chairman asked for questions and comments.
 - Commissioner Concepcion moved to approve the Provisional License, subject to the condition requested by Commissioner Flanagan.
 - Commissioner Flanagan seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Flanagan.
- j. Greenerside Holdings, LLC (#MCN281610), Cultivation, Tier 6 / Indoor
- Director Potvin presented the staff recommendation for both Greenerside Holdings, LLC Provisional License applications, subject to separate votes.
 - Commissioner Stebbins requested two conditions.
 - Proposed conditions:
 - Prior to Final Application for Licensure, resubmit portion of Positive Impact plan to explain how impact of partnership with Nuestra Comunidad, Unity Circles, and METCO located in Roxbury and Dorchester will support Greenfield operations.
 - Prior to Final Application for Licensure, identify any strategies for recruiting residents of Disproportionate Impact designated community of Greenfield.
 - Commissioner Flanagan requested a condition.
 - Proposed condition: Resubmit plan to exclude provision #3 listed under Programs section. Specifically omit the provision that a donation would be made “in place of” not being able to meet its commitment for any reason.
 - Commissioner Concepcion requested a condition.
 - Proposed condition: Prior to final licensure the applicant shall amend its incident reporting procedures to explicitly state that any discovery of a security breach shall be considered a reportable incident under 500.110(9) and the commission shall be notified immediately and, in no instance, more than 24 hours following discovery of the breach or incident.
 - The Chairman asked for questions and comments.
 - Commissioner Stebbins moved to approve the Provisional License, subject to the condition requested by Commissioners Stebbins, Concepcion, and Flanagan.



- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioners Stebbins, Concepcion, and Flanagan.

k. Greenerside Holdings, LLC (#MRN282939), Retail

- Commissioner Camargo moved to approve the Provisional License, subject to the condition requested by Commissioners Stebbins, Concepcion, and Flanagan.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioners Stebbins, Concepcion, and Flanagan.
- Commissioner Concepcion commented that in reading a lot of diversity and positive impact plans, this applicant's plans showed real work and research in how to benefit the community, and Commissioner Camargo wanted to recognize that.

The Commission took a 13-minute recess and resumed at 1:49:30.

l. Greenfield Greenery, LLC (#MCN283117), Cultivation, Tier 11 / Outdoor

- Director Potvin presented the staff recommendation for Provisional License.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Provisional License.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License.

m. GTE Millis, LLC (#MCN283103), Cultivation, Tier 6 / Indoor



- Director Potvin presented the staff recommendation for Provisional License.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Provisional License.
- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License.

n. HVV Massachusetts, Inc. (#MRN283861), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License.

o. Innovative Flower, LLC (#MRN283469), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Provisional License.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License.

p. Kaycha MA, LLC (#ILN281349), Independent Testing Laboratory

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed conditions: Prior to Final Application for Licensure, identify how contribution to CultivatED may assist Kaycha MA LLC operations.



- Commissioner Camargo requested a condition.
 - Proposed condition: What cohort will the donation to CultivatED benefit?
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Cultivation Provisional License, subject to the conditions requested by Commissioners Stebbins and Camargo.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Cultivation Provisional License, subject to the conditions requested by Commissioners Stebbins and Camargo.

q. Legacy Foundation Group, LLC (#ILN281352), Independent Testing Laboratory

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, identify any hiring goals for veterans, disabled residents, and LGBTQ residents.
- Commissioner Camargo requested a condition.
 - Proposed condition: When does the mentoring start? Add details. Could benefit the mentee to start early and not wait for Legacy Foundation Group to start operations.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.
- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.

r. New England Regional Dispensary, LLC (#MCN282775), Cultivation, Tier 3 / Indoor

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, identify any hiring goals for veterans, individuals with disabilities and LGBTQ residents.
- The Chairman asked for questions and comments.



- Commissioner Flanagan moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

s. Rain City Farming, LLC (#MCN281316), Cultivation, Tier 1 / Indoor

- Director Potvin presented the staff recommendation for both Rain City Farming, LLC Provisional License applications, subject to separate votes.
- Commissioner Camargo requested two conditions.
 - Proposed conditions:
 - Identify “Equity Program Partner” and include in updates.
 - Include measurements and outcomes on how this will be tracked and put into place to be achievable.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioner Camargo.
- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioner Camargo.

t. Rain City Farming, LLC (#MPN281748), Product Manufacturer

- Commissioner Concepcion moved to approve the Provisional License, subject to the conditions requested by Commission Camargo.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes



- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioner Camargo.
- u. The Corner Emporium, LLC (#MRN281408), Retail
- Director Potvin presented the staff recommendation for Provisional License.
 - Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, review diversity hiring goals and expected number of employees.
 - The Chairman asked for questions and comments.
 - Commissioner Concepcion moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.
- v. The Harvest Club, LLC (#MCN283130), Cultivation, Tier 5 / Indoor
- Director Potvin presented the staff recommendation for Provisional License.
 - Commissioner Stebbins requested two conditions.
 - Proposed conditions:
 - Provide any strategy for outreach to residents of Disproportionate Impact designated community of Lowell.
 - Prior to Final Application for Licensure, provide hiring goals for minorities and LGBTQ residents.
 - The Chairman asked for questions and comments.
 - Commissioner Flanagan moved to approve the Provisional License, subject to the conditions requested by Commissioner Stebbins.
 - Commissioner Camargo seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioner Stebbins.
- w. In Good Health, Inc. (#RMDA3305), Medical Marijuana Treatment Center



- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Concepcion requested a condition.
 - Proposed condition: Prior to final licensure the applicant shall amend its security plan to state that the appropriate Law Enforcement Authorities and the Commission shall be notified of any breach of security or other reportable incident defined in 501.110(9) immediately and, in no instance, more than 24 hours following discovery of the breach or incident.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Provisional License, subject to the condition requested by Commissioner Concepcion.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Concepcion.
- The Chairman thanked Director Potvin and the Licensing staff for their work.
- Commissioner Camargo gave an update that the guidance on the Diversity Plan will be updated and approved in the near future, noting that she and Commissioner Stebbins are working with staff to bring that to completion.
- The Chairman thanked Commissioners Camargo and Stebbins for their work on the Diversity Plan Guidance and thanked Commissioner Flanagan for her work to date on the topic.

9) Commission Discussion and Votes – 2:27:07

a. Executive Director Goals

- The Chairman gave an overview and background of the topic.
- The Chairman presented the Executive Director’s goals, as modified since the last meeting.
- Commissioner Flanagan asked if a performance evaluation has been complete and whether it would be shared with the other Commissioners.
 - The Chairman said that the evaluation had been completed and filed with Human Resources, but would not be shared with other Commissioners, in order to preserve confidentiality.
 - Commissioner Flanagan asked about a Commission discussion with respect to compensation adjustment.
 - The Chairman indicated that discussion would occur in executive session at the end of the fiscal year.



- The Chairman asked for questions or comments on the Executive Director's goals.
- Commissioner Stebbins moved to approve the Executive Director's goals.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Executive Director's goals.
- The Executive Director discussed the implementation of the goals by staff, and these are agency wide and will be incorporated into performance management of staff.

10) New Business the Chairman Did Not Anticipate at the Time of Posting - There were no last-minute items.

11) Next Meeting Date – 2:36:12

- March 11, 2020
- The Chairman gave an overview of a tentative schedule for meetings for the remainder of the calendar year.

12) Adjournment - 2:36:56

- Commissioner Flanagan moved to adjourn.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – In absentia due to connectivity issues.
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission voted to adjourn the meeting by a vote of four and one Commissioner absent due to connectivity issues.



CANNABIS CONTROL COMMISSION

March 11, 2021

10:00AM

Remote Participation via [Microsoft Teams Live](#)*

PUBLIC MEETING MINUTES

Documents:

- [Public Meeting Material Packet](#)
- Staff Recommendations on Changes of Ownership
 - Apical, Inc.
 - Community Growth Partners Great Barrington Operations, LLC
 - Community Growth Partners Northampton Operations, LLC
 - Curaleaf Massachusetts, Inc.
 - Curaleaf North Shore, Inc.
 - I.N.S.A., Inc.
 - Lynn Organics, LLC
 - NS AJO Holdings, Inc.
 - TDMA Orange, LLC
 - The Heirloom Collective, Inc.
- Staff Recommendations on Renewals
 - 1620 Labs, LLC (#MCR139966)
 - 27 Broom Street, LLC (#MCR139964)
 - 27 Broom Street, LLC (#MCR139973)
 - 27 Broom Street, LLC (#MPR243589)
 - Bask, Inc. (#MCR139958)
 - Bask, Inc. (#MPR243579)
 - BWell Holdings, Inc. (#MRR205689)
 - Canna Provisions Inc (#MRR205685)
 - Canna Provisions Inc (#MRR205686)
 - Cannavanna, Inc. (#MRR205693)
 - CNA Stores, Inc. (#MRR205691)
 - CNA Stores, Inc. (#MRR205692)
 - Commcan, Inc. (#MCR139957)
 - Commcan, Inc. (#MPR243581)
 - Cultivate Holdings LLC (#MCR139953)
 - Cultivate Holdings LLC (#MPR243575)
 - Elev8 Cannabis Inc (#MRR205677)



- Evergreen Strategies, LLC (#MRR205688)
- Evergreen Strategies, LLC (#MRR205697)
- Frozen 4 Corporation (#MPR243580)
- Green Biz LLC (#MRR205687)
- Green Line Boston, Inc. (#MCR139955)
- Green Line Boston, Inc. (#MPR243578)
- Green Railroad Group, Inc. (#MRR205679)
- Greener Leaf, Inc. (#MRR205700)
- Healthy Pharms, Inc. (#MCR139962)
- Healthy Pharms, Inc. (#MPR243582)
- Healthy Pharms, Inc. (#MRR205690)
- Holistic Industries, Inc. (#MCR139968)
- Holistic Industries, Inc. (#MPR243583)
- Jolly Green Inc (#MCR139967)
- Lazy River Products, LLC (#MCR139976)
- Lazy River Products, LLC (#MPR243591)
- Lazy River Products, LLC (#MRR205704)
- Nature's Remedy of Massachusetts, Inc. (#MPR139963)
- Nature's Remedy of Massachusetts, Inc. (#MPR243590)
- Nature's Remedy of Massachusetts, Inc. (#MRR205698)
- Nature's Remedy of Massachusetts, Inc. (#MRR205701)
- Nova Farms, LLC (#MCR139969)
- Platinum Hydrolab, Inc. (#MCR139942)
- Platinum Hydrolab, Inc. (#MPR243568)
- Resinate, Inc. (#MCR139971)
- Resinate, Inc. (#MPR243586)
- Resinate, Inc. (#MRR205694)
- Resinate, Inc. (#MRR205696)
- Theory Wellness Inc (#MCR139972)
- Tower Three, LLC (#MCR139961)
- TYCA Green (#MCR139970)
- TYCA Green (#MPR243585)
- TYCA Green (#MRR205695)
- Greencare Therapeutics Inc., Medical Marijuana Treatment Center
- Green Meadows Farm, LLC, Medical Marijuana Treatment Center
- Heal, Inc., Medical Marijuana Treatment Center
- Just Healthy, LLC, Medical Marijuana Treatment Center
- Liberty Compassion, Inc. (#RMD1465), Medical Marijuana Treatment Center
- Mass Alternative Care, Inc. (#RMD1527), Medical Marijuana Treatment Center
- Staff Recommendations on Final Licenses
 - Ascend Mass, LLC (#MR282077), Retail
 - CCC Wellfleet NV, LLC (#MR282685), Retail
 - Cloud Creamery, LLC (#MP281412), Product Manufacturer
 - Elevated Roots, LLC (#MR283092), Retail



- Emerald Grove, Inc. (#MR282808), Retail
- GreenStar Herbals, Inc. (#MR282207), Retail
- Hennep, Inc. (#MR281450), Retail
- HyeCorp, LLC (#MR282460), Retail
- Legal Greens, LLC (#MR282937), Retail
- Mass Wellspring (#MR281363), Retail
- Nature's Embrace, Inc. (#MR282669), Retail
- Supercritical Mass Laboratories, Inc. (#MPN281321), Product Manufacturer
- ACK Natural, Inc. (#MTC1627), Medical Marijuana Treatment Center
- Staff Recommendations on Provisional Licenses
 - 311 Page Blvd, LLC (#MRN282714), Product Manufacturer
 - Charlemont Farmworks, LLC (#MCN283116), Cultivation, Tier 11 / Outdoor
 - Elevation, Inc. (#MRN281472), Retail
 - Faded, LLC (#DOA100108), Delivery-Only
 - GTE Millis, LLC (#MPN281965), Product Manufacturer
 - Lovewell Provisions, LLC (#MRN283413), Retail
 - Noble Manna, Inc. (#MRN282984), Retail
 - Nuestra, LLC (#MRN281469), Retail
 - Paper Crane Provisions, LLC (#MCN282687), Cultivation, Tier 3 / Indoor
 - Paper Crane Provisions, LLC (#MPN281904), Product Manufacturer
 - Pharmacannis Massachusetts, Inc. (#MRN283436), Retail
 - RC Retail Westfield, LLC (#MRN283816), Retail
 - Revolutionary Clinics II, Inc. (#MRN282412), Retail
 - Royal Sun Farm, LLC (#MCN282001), Cultivation, Tier 6 / Outdoor
 - Solar Retail Norton, LLC (#MRN283896), Retail
 - Sunhouse Mass, LLC (#MCN283027), Cultivation, Tier 6 / Indoor
 - Thrive Cultivation & Dispensary, LLC (#MCN282968), Cultivation, Tier 3 / Indoor
 - Thrive Cultivation & Dispensary, LLC (#MPN281928), Product Manufacturer
 - Thrive Cultivation & Dispensary, LLC (#MRN283714), Retail
 - ZGC, LLC (#MCN283045), Cultivation, Tier 11 / Outdoor
 - Pharmacannis MA, Inc. (#RMDA3045), Medical Marijuana Treatment Center
- Proposed Testing Protocols
- Disproportionate Impact Study Report

In Attendance:

- Chairman Steven Hoffman
- Commissioner Nurys Z. Camargo
- Commissioner Ava Callender Concepcion
- Commissioner Jennifer Flanagan
- Commissioner Bruce Stebbins

Minutes:

- 1) Call to Order
 - The Chairman recognized a quorum and called the meeting to order.



- The Chairman gave notice that the meeting is being recorded.
- 2) Chairman's Comments and Updates
- The Chairman gave an overview of the agenda.
 - Commissioner Camargo thanked staff for the work and information and noted her commitment to continuing to get to know staff.
 - Commissioner Concepcion thanked staff for their continued support.
 - Commissioner Stebbins echoed the thanks and discussed the opportunity to visit and tour various regulated entities.
- 3) Minutes for Approval – 00:06:00
- The Chairman noted there were two sets of minutes to approve.
 - October 8, 2020
 - The Chairman asked if there were edits to the minutes.
 - Commissioner Camargo moved to approve the minutes.
 - Commissioner Concepcion seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the minutes.
 - October 20, 2020
 - The Chairman asked if there were suggested edits to the minutes.
 - Commissioner Flanagan moved to approve the minutes.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the minutes.
 -
- 4) Executive Director's Report – 00:08:27
- The Executive Director gave an overview of licensing data, as laid out on page [158 of the meeting packet](#).
 - Commissioner Camargo thanked the Executive Director for the overview of data and commented on the work ahead in ensuring that more Economic Empowerment Priority Applicants, Social Equity Program applicants, and Disadvantaged Enterprise applicants make it to licensure and commence operations.



- The Chairman echoed the need to advance more priority applicants, but also noted the progress made to date. The Chairman reiterated the Commission’s commitment to achieving its equity mandates.

a. Updated Commission Website

- The Executive Director gave an overview the topic and various websites hosted by the Commission.
- Chief Communications Officer (CCO) Cedric Sinclair gave an overview of the Commission website redesign, acknowledging the core web redesign team - AnneMarie Burt, Digital Media Director, Maryalice Curley, Director of Communications, and Kirsten Swenson, Project Coordinator.
- CCO Sinclair gave a virtual tour of the redesigned website, highlighting key changes and the benefits of those changes for constituents.
- Commissioner Flanagan asked if there was an age verification feature for the “find a retailer” page.
 - CCO Sinclair confirmed that anyone attempting to access that page will have to verify that they are 21 years of age or older.
- Commissioner Camargo asked if there could be an update after receiving public feedback on the website.
 - CCO Sinclair said he would work with the Executive Director to determine the best way to ensure that.
- The Executive Director thanked the web redesign team and noted the amount of work involved in maintaining, essentially, two web presences while developing the new website.

b. Cannabis Advisory Board Update

- The Executive Director gave an overview of the topic and the Cannabis Advisory Board’s history.
- The Executive Director described his vision and goals for the Cannabis Advisory Board moving forward, including asking for comment specifically on Vertical Integration.
- Commissioner Flanagan thanked the Executive Director for the update and expressed the gratitude for the volunteers who donate their time to serve on the Cannabis Advisory Board.

c. Hiring Update

- The Executive Director gave an overview of positions that are in the screening and interview phase of several roles at the Commission.
- The Executive Director gave an overview of current job postings for roles at the Commission.
- The Chairman thanked the legislature for the approval of the budget that allows the Commission to hire these positions.



- The Executive Director noted that the goal to hire for the closed positions as soon as possible and noted that these positions may need supplemental hiring, in particular with respect the social equity program.

d. Budget Update

- The Executive Director gave an overview of the Governor's Fiscal Year 2022 budget as relates to the Commission and the impact on planning and internal budgeting.

5) Staff Recommendations on Changes of Ownership – 00:54:41

a. Apical, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

b. Community Growth Partners Great Barrington Operations, LLC

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

c. Community Growth Partners Northampton Operations, LLC

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Change of Ownership.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes



- Commissioner Concepcion – Yes
- Commissioner Flanagan – Yes
- Commissioner Stebbins – Yes
- Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

d. Curaleaf Massachusetts, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

e. Curaleaf North Shore, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

f. I.N.S.A., Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes



- The Commission unanimously approved the Change of Ownership.

g. Lynn Organics, LLC

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Change of Ownership.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

h. NS AJO Holdings, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Flanagan seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

i. TDMA Orange, LLC

- Director Potvin presented the staff recommendation for Change of Ownership.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

j. The Heirloom Collective, Inc.

- Director Potvin presented the staff recommendation for Change of Ownership.



- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Change of Ownership.

6) Staff Recommendations on Renewals- 01:08:27

- The Chairman noted that it is the Commission's practice to consider renewals as a roster. There will be three renewal rosters: (1) all adult-use renewals and (2) the medical-use renewals.
- The Chairman noted that these Renewals include the universal conditions previously requested by Commissioner Flanagan.

- a. 1620 Labs, LLC (#MCR139966)
- b. 27 Broom Street, LLC (#MCR139964)
- c. 27 Broom Street, LLC (#MCR139973)
- d. 27 Broom Street, LLC (#MPR243589)
- e. Bask, Inc. (#MCR139958)
- f. Bask, Inc. (#MPR243579)
- g. BWell Holdings, Inc. (#MRR205689)
- h. Canna Provisions Inc (#MRR205685)
- i. Canna Provisions Inc (#MRR205686)
- j. Cannavanna, Inc. (#MRR205693)
- k. CNA Stores, Inc. (#MRR205691)
- l. CNA Stores, Inc. (#MRR205692)
- m. Commcan, Inc. (#MCR139957)
- n. Commcan, Inc. (#MPR243581)
- o. Cultivate Holdings LLC (#MCR139953)
- p. Cultivate Holdings LLC (#MPR243575)
- q. Elev8 Cannabis Inc (#MRR205677)
- r. Evergreen Strategies, LLC (#MRR205688)
- s. Evergreen Strategies, LLC (#MRR205697)
- t. Frozen 4 Corporation (#MPR243580)
- u. Green Biz LLC (#MRR205687)
- v. Green Line Boston, Inc. (#MCR139955)
- w. Green Line Boston, Inc. (#MPR243578)
- x. Green Railroad Group, Inc. (#MRR205679)
- y. Greener Leaf, Inc. (#MRR205700)



z. Healthy Pharms, Inc. (#MCR139962)
 aa. Healthy Pharms, Inc. (#MPR243582)
 bb. Healthy Pharms, Inc. (#MRR205690)
 cc. Holistic Industries, Inc. (#MCR139968)
 dd. Holistic Industries, Inc. (#MPR243583)
 ee. Jolly Green Inc (#MCR139967)
 ff. Lazy River Products, LLC (#MCR139976)
 gg. Lazy River Products, LLC (#MPR243591)
 hh. Lazy River Products, LLC (#MRR205704)
 ii. Nature's Remedy of Massachusetts, Inc. (#MPR139963)
 jj. Nature's Remedy of Massachusetts, Inc. (#MPR243590)
 kk. Nature's Remedy of Massachusetts, Inc. (#MRR205698)
 ll. Nature's Remedy of Massachusetts, Inc. (#MRR205701)
 mm. Nova Farms, LLC (#MCR139969)
 nn. Platinum Hydrolab, Inc. (#MCR139942)
 oo. Platinum Hydrolab, Inc. (#MPR243568)
 pp. Resinate, Inc. (#MCR139971)
 qq. Resinate, Inc. (#MPR243586)
 rr. Resinate, Inc. (#MRR205694)
 ss. Resinate, Inc. (#MRR205696)
 tt. Theory Wellness Inc (#MCR139972)
 uu. Tower Three, LLC (#MCR139961)
 vv. TYCA Green (#MCR139970)
 ww. TYCA Green (#MPR243585)
 xx. TYCA Green (#MRR205695)

- Adult-use Roster

- The Chairman asked for additional question and comments.
- Commissioner Concepcion moved to approve the first roster of adult-use renewals.
- Commissioner Camargo seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the roster of adult-use renewals.

yy. Greencare Therapeutics Inc., Medical Marijuana Treatment Center
 zz. Green Meadows Farm, LLC, Medical Marijuana Treatment Center
 aaa. Heal, Inc., Medical Marijuana Treatment Center
 bbb. Just Healthy, LLC, Medical Marijuana Treatment Center
 ccc. Liberty Compassion, Inc. (#RMD1465), Medical Marijuana Treatment Center



ddd. Mass Alternative Care, Inc. (#RMD1527), Medical Marijuana Treatment Center

- Medical-Use Roster
 - The Chairman asked for additional questions and comments.
 - Commissioner Flanagan moved to approve the medical-use renewals.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the roster of medical-use renewals.

7) Staff Recommendations on Final Licenses – 01:12:18

- The Chairman noted that the Commission considers Final Licenses as a roster unless a Commissioner requests otherwise.
- Two rosters; (1) Adult-use and (2) Medical-Use.

- a. Ascend Mass, LLC (#MR282077), Retail
- b. CCC Wellfleet NV, LLC (#MR282685), Retail
- c. Cloud Creamery, LLC (#MP281412), Product Manufacturer
- d. Elevated Roots, LLC (#MR283092), Retail
- e. Emerald Grove, Inc. (#MR282808), Retail
- f. GreenStar Herbals, Inc. (#MR282207), Retail
- g. Hennep, Inc. (#MR281450), Retail
- h. HyeCorp, LLC (#MR282460), Retail
- i. Legal Greens, LLC (#MR282937), Retail
- j. Mass Wellspring (#MR281363), Retail
- k. Nature's Embrace, Inc. (#MR282669), Retail
- l. Supercritical Mass Laboratories, Inc. (#MP281321), Product Manufacturer

- Adult-use Roster
 - The Chairman asked for additional question and comments.
 - Commissioner Camargo moved to approve the first roster of adult-use Final Licenses.
 - Commissioner Concepcion seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes



- The Commission unanimously approved the roster of adult-use Final Licenses.
- Commissioner Camargo noted that licensee Legal Greens, the owner, Vanessa Jean-Baptiste, will be one of the first black woman owners and is an Economic Empowerment Priority Applicant participant. Commissioner Camargo noted that this licensure represents a step in the right direction for encouraging equity in the industry.

m. ACK Natural, Inc. (#MTC1627), Medical Marijuana Treatment Center

- Medical-Use License
 - The Chairman asked for additional questions and comments.
 - Commissioner Flanagan moved to approve the medical-use Final License.
 - Commissioner Stebbins seconded the motion.
 - The Chairman took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the medical-use Final License.

The Commission took a 10 minute recess, returning at 01:29:27.

8) Staff Recommendations on Provisional Licenses

- The Chairman noted that the Commission will consider each Provisional License application individually and will work to reconcile any duplicative conditions requested by the Commissioners. The Chairman also noted that at least half of the provisional licenses received priority or expedited treatment as a result of being an Economic Empowerment Priority Applicant, a Social Equity Program participant, Supplier Diversity Office designee, or particular license type. The chairman noted that this is emblematic of the advancing equity mission of the Commission, though he recognized there is work still to do.

a. 311 Page Blvd, LLC (#MRN282714), Product Manufacturer

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Flanagan requested a condition.
 - Proposed condition: Clarify how a donation will directly impact residents of Springfield.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Provisional License, subject to the condition requested by Commissioner Flanagan.
- Commissioner Concepcion seconded the motion.
- The Chairman took a roll call vote:
 - Commissioner Camargo – Yes



- Commissioner Concepcion – Yes
- Commissioner Flanagan – Yes
- Commissioner Stebbins – Recused
- Chairman Hoffman – Yes
- The Commission approved the Provisional License by a vote of four in favor and one recusal, subject to the condition requested by Commissioner Flanagan.

b. Charlemont Farmworks, LLC (#MCN283116), Cultivation, Tier 11 / Outdoor

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed Condition: Prior to final licensure, contact CCC Licensing Division for an update to confirm your training and recruitment partners eligibility to support your activities.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

c. Elevation, Inc. (#MRN281472), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide any hiring goals for veterans, disabled residents, and LGBTQ residents.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.



d. Faded, LLC (#DOA100108), Delivery-Only

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Camargo requested a condition.
 - Proposed Condition: Clarify who the membership to MCAD is for.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide updated confirmation letter of support from MCAD.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.
- Commissioner Camargo seconded the motion.
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo and Stebbins.

e. GTE Millis, LLC (#MPN281965), Product Manufacturer

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to final licensure, contact CCC Licensing Division for an update to confirm your training and recruitment partners eligibility to support your activities.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

f. Lovewell Provisions, LLC (#MRN283413), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide any hiring goals for veterans and disabled residents.
- Commissioner Concepcion requested a condition:
 - Proposed condition: Prior to final licensure, the applicant shall submit to Commission staff evidence of recruitment efforts and progress towards its overall hiring goals.



- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Concepcion and Stebbins.
- Commissioner Concepcion seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Concepcion and Stebbins.

g. Noble Manna, Inc. (#MRN282984), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide any hiring goals for women, veterans, disabled residents, and LGBTQ residents.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

h. Nuestra, LLC (#MRN281469), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Review Positive Impact Plan for outreach to other areas of Disproportionate Impact including identified census tracts in Boston.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Concepcion seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes



- Commissioner Flanagan – Yes
- Commissioner Stebbins – Yes
- Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

i. Paper Crane Provisions, LLC (#MCN282687), Cultivation, Tier 3 / Indoor

- Director Potvin presented the staff recommendation for both of the Paper Crane Provisions, LLC Provisional License applications.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, provide any hiring goals for veterans and disabled residents.
- Commissioner Concepcion requested a condition.
 - Proposed condition: Prior to final licensure, the applicant shall submit to Commission staff evidence of recruitment efforts and progress towards its overall hiring goals.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Provisional License for cultivation, subject to the conditions requested by Commissioners Concepcion and Stebbins.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License for cultivation, subject to the conditions requested by Commissioners Concepcion and Stebbins.

j. Paper Crane Provisions, LLC (#MPN281904), Product Manufacturer

- Commissioner Concepcion moved to approve the Provisional License for product manufacturer, subject to the conditions requested by Commissioners Concepcion and Stebbins.
- Commissioner Camargo seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License for product manufacturer, subject to the conditions requested by Commissioners Concepcion and Stebbins.



k. Pharmacannis Massachusetts, Inc. (#MRN283436), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested two conditions.
 - Proposed conditions:
 - Prior to Final Application for Licensure, identify how contribution to CultivatED may assist Pharmacannis' Franklin operations.
 - Prior to Final Application for Licensure, identify any hiring goals for LGBTQ residents.
- Commissioner Concepcion requested a condition:
 - Proposed condition: Final licensure is subject to the applicant providing Commission staff letters from organizations that will receive donations that they will affirmatively take such donations from the applicant.
- Commissioner Camargo requested a condition:
 - Proposed condition: Provide information on what cohort the donation to CultivatED will impact.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioners Camargo, Concepcion, and Stebbins.
- Commissioner Camargo seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Camargo, Concepcion, and Stebbins.

l. RC Retail Westfield, LLC (#MRN283816), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Proposed condition: Prior to Final Application for Licensure, please submit confirmation letter from Samaritan Inn on official letterhead with contact information.
- The Chairman asked for questions and comments.
- Commissioner Camargo moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Concepcion seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes



- Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

m. Revolutionary Clinics II, Inc. (#MRN282412), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Camargo requested a condition.
 - Provide information on what cohort will the donation to CultivateED impact.
- The Chairman asked for questions and comments.
- Commissioner Concepcion moved to approve the Provisional License, subject to the condition requested by Commissioner Camargo.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Camargo.

n. Royal Sun Farm, LLC (#MCN282001), Cultivation, Tier 6 / Outdoor

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.
 - Prior to Final Application for Licensure, provide any hiring goals for LGBTQ residents.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

o. Solar Retail Norton, LLC (#MRN283896), Retail

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Stebbins requested a condition.



- Proposed condition: Prior to Final Application for Licensure, review diversity hiring goals and projected number of employees.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License, subject to the condition requested by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.

p. Sunhouse Mass, LLC (#MCN283027), Cultivation, Tier 6 / Indoor

- Director Potvin presented the staff recommendation for Provisional License.
- Commissioner Concepcion requested a condition.
 - Proposed condition: Final license subject to Commission approval of any third-party platform to ensure compliance with 935 CMR 500.000, as applicable.
- The Chairman asked for questions and comments.
- Commissioner Flanagan moved to approve the Provisional License, subject to the condition requested by Commissioner Concepcion.
- Commissioner Camargo seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Concepcion.

q. Thrive Cultivation & Dispensary, LLC (#MCN282968), Cultivation, Tier 3 / Indoor

- Director Potvin presented the staff recommendation for Provisional License.
- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License.
- Commissioner Concepcion seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes



- Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License.
- r. Thrive Cultivation & Dispensary, LLC (#MPN281928), Product Manufacturer
- Commissioner Flanagan moved to approve the Provisional License.
 - Commissioner Camargo seconded the motion.
 - The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License.
- s. Thrive Cultivation & Dispensary, LLC (#MRN283714), Retail
- Commissioner Concepcion moved to approve the Provisional License.
 - Commissioner Camargo seconded the motion.
 - The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License.
- t. ZGC, LLC (#MCN283045), Cultivation, Tier 11 / Outdoor
- Director Potvin presented the staff recommendation for Provisional License.
 - The Chairman asked for questions and comments.
 - Commissioner Flanagan moved to approve the Provisional License for cultivation.
 - Commissioner Stebbins seconded the motion.
 - The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
 - The Commission unanimously approved the Provisional License.
- u. Pharmacannis MA, Inc. (#RMDA3045), Medical Marijuana Treatment Center
- Director Potvin presented the staff recommendation for Provisional License.
 - Commissioner Stebbins requested a condition.
 - Proposed condition. Prior to Final Application for Licensure, identify any hiring goals for LGBTQ residents.



- The Chairman asked for questions and comments.
- Commissioner Stebbins moved to approve the Provisional License for cultivation, subject to the condition requested by Commissioner Stebbins.
- Commissioner Flanagan seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Stebbins.
- The Chairman thanked Director Potvin and the licensing staff for their work preparing applications for consideration by the Commission.
- Commissioner Camargo commented that she was heartened to see the Social Equity, Economic Empowerment, and Disadvantaged Business Enterprise licensees considered. Commissioner Camargo highlighted that Royal Sun Farms had a hiring, training, and mentoring program that she thought was laudable. Commissioner Camargo also noted that there will be diversity plan guidance forthcoming, but in the meantime, she encouraged applicants to call the Commission with questions, but suggested that applicants should provide sufficient detail to make it clear what the goals are and who they are intended to benefit.

The Commission took a lunch recess, returning at 2:49:33.

9) Commission Discussion and Votes

- The Chairman gave an overview of the topics for discussion and vote.

a. Testing Protocols

- The Executive Director gave an overview of the topic and introduced Laboratory and Testing Analyst (LTA) Geneive Hall-Frison and Investigator Armond Enos to introduce the proposed testing protocols.
- LTA Hall-Frison gave an overview of the proposed testing protocol.
- The Chairman thanked LTA Hall-Frison.
- Commissioner Flanagan thanked LTA Hall-Frison for the work on the highly technical document.
- Commissioner Camargo echoed Commissioner Flanagan's thanks and asked how the protocols impact outdoor cultivators. Commissioner Camargo asked about public comment on the protocols and the petition for regulatory change submitted on the topic.
- LTA Hall-Frison noted that this primarily impacts laboratories, by creating additional testing, and indirectly impacts licensees because it is the licensees' product that is being



tested. Ultimately, these protocols provide protection to consumers to ensure they are buying safer products.

- LTA Hall-Frison noted with respect to the petition filed, which related to outdoor cultivators. LTA Hall-Frison acknowledged that the protocols do not include particular protocols for outdoor cultivators, and the protocols specifically address indoor cultivation, due to the legacy from the Department of Public Health limitation to indoor cultivation. Commission is looking to work with constituents to form working groups to obtain information from outdoor farmers to develop protocols specific to outdoor cultivators and to address the petition.
- Commissioner Camargo asked to be kept in the loop as discussions around testing develop.
- Commissioner Stebbins thanked LTA Hall-Frison, especially in light of the upper tier cultivators considered at this meeting. Commissioner Stebbins asked about the public comment process for the protocols, given it is a sub-regulatory requirement.
- LTA Hall-Frison said that the protocols were posted along with the draft regulations, and the Commission received written comment, which the team took into consideration in making changes. Comments dealt with secondary testing, remediation, and microbial levels. There were also comments on the possibility of future research in this area.
- Commissioner Concepcion also thanked staff for their work.
- The Chairman moved, relying on the Commission's authority under G. L. c. 94G, §§ 4 (a)-(a ½) and 15 to establish testing standards, to accept the Testing Protocols as described in the following documents:
 1. Protocol for Sampling Analysis 2.26.21.Final
 2. Environmental Media Protocol – 2.26.21.Final
 3. Exhibit 1 - Sampling and Analysis Requirement Flow Chart
 4. Exhibit 2 – Soils Solids Sampling Frequency and Analyses
 5. Exhibit 3 - Water Sampling Frequency and Analyses
 6. Exhibit 4 – Analysis Details – Soil and Solid Growing Media
 7. Exhibit 5 – Analysis Details – Water
 8. Exhibit 6 – Actions for Environmental Media Analysis Prior to Cultivation
 9. Exhibit 7 – Action for Ongoing Monitoring of Environmental Media
- Commissioner Flanagan seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously voted to approve the Testing Protocols.

b. Commissioner Liaison to CAB Subcommittees – 03:25:15

- The Chairman gave an overview of the topic and proposed the following subcommittee liaison appointments.
 - Market Participation – Commissioner Stebbins



- Industry– Commissioner Camargo
- Public health – Commissioner Concepcion
- Public safety – Commissioner Flanagan
- Research – Chairman

c. Disproportionate Impact Study – 03:39:25

- The Chairman set the parameters for the discussion of around the study. The Chairman thanked Commissioner Flanagan for her work on this topic.
- Commissioner Flanagan gave an overview and history of the topic.
- Director of Research Dr. Julie Johnson introduced the study Identifying Disproportionately Impacted Areas by Drug Prohibition in Massachusetts and introduced Dr. Mark Melnik and Dr. Jennifer M. Whitehill, who lead the nine-person research team that developed the Study.
- Dr. Whitehill and Dr. Melnik presented the methodology and findings of the study.
- Commissioner Concepcion thanked the research team. Commissioner Concepcion noted the various stages of the criminal justice system and how the farther along one is processed through that system, the more acute the disproportionate impact becomes. Therefore, Commissioner Concepcion asked why researchers relied on arrests, and not prosecution, conviction, and sentencing, as the primary data point. Commissioner Concepcion also asked why arrest data was used as two indices.
 - Dr. Whitehill affirmed Commissioner Concepcion’s analysis, and noted that arrests are just the tip of the iceberg. Dr. Whitehill noted that future phases of the study would expand into the other points in the criminal justice pipeline, but given the short turn around given to the researchers to complete the study, arrests were used as a proxy measure, but Dr. Whitehill recognized the limitations of that metric.
 - Dr. Whitehill said that there were two different measures of arrests because they were used both in relative and absolute terms. Communities with a large number of arrests is illuminating but is not a direct comparison municipality to municipality. Therefore, examining the total number of arrests, plus arrests per 100,000, with different ranking, gave different perspectives.
- Commissioner Camargo asked about census tracks and how those lines can be arbitrarily drawn, and whether the research team thought about using other metrics, such as zip codes or other ways to ensure that folks are not being drawn out of a Disproportionate Impact Area, though maybe lives across the street.
 - Dr. Whitehill said that was a discussion among researchers, and in order to get arrest data at a certain level, census tracks are the go to, given the need for relevant indicators for which all the data was available. Dr. Whitehill recognized the inherent limitations of census tracks, noting that policy decisions could be made on other geographic bases.
 - Dr. Melnik said this is a natural concern and that any line drawn has the risk of being arbitrary and noted that neighborhoods are socially constructed and are hard to pinpoint into a data set. From a methodological perspective, census tracks are



more reliable, but that would not limit the Commission from making different policy determinations.

- Dr. Melnik presented the results of the study.
- Commissioner Camargo recognized that Lawrence has not reported arrest data but asked how to address that short fall in that data.
 - Dr. Melnik said that this dearth of data was discovered during research, so Lawrence was excluded, but given the analysis process, if data became available, it could be plugged in with relative ease.
 - Commissioner Camargo asked when that realization with respect to Lawrence occurred.
 - Dr. Whitehill said her recollection was that as the report was being draft, and that is when it became clear that Lawrence was missing from the list, and based on other factors, noting it likely should have been, so the team looked to an additional data source, but that data source also lacked Lawrence data.
 - Dr. Melnik noted that the researchers knew going into the project that Boston would not be captured in the data sources they would be working from but did not realize that the sources would be missing Lawrence until they notice Lawrence was not on the list of Disproportionately Impacted Areas, so the ability to redress that gap in data was compromised compared with Boston, which they could address from the onset.
 - Commissioner Camargo noted the difficulty in making policy decisions based on incomplete data.
 - Commissioner Concepcion followed up to ask what the time-span was to compile the data.
 - Dr. Whitehill noted that the initial timeline was to complete the study by the fall. Researchers did not receive the data until the deadline for completion was nearing. Dr. Whitehill gave a description of the data cleaning and merging process.
 - Dr. Melnik added that the Boston data did not come in until the late fall, and then all the data needed to be geocoded.
 - Commissioner Concepcion harkened back the response of her initial question, whereby time constraints were a factor in using arrest data, in lieu of data from other phases of the criminal justice pipeline and asked about how researchers may have followed up with other potential sources of data, such as the Department of Criminal Justice Information Services.
 - Dr. Whitehill note that her response that the timeline was the factor leading to arrest records being the best proxy for disproportionate impact was an oversimplification. Dr. Whitehill clarified that time was the primary factor, but it was the complexities and approvals to obtain certain types of additional data, combined with the short timeline, made it unfeasible to obtain additional data.
 - Dr. Johnson added that this question, regarding the use of arrest data, is in part based on the Commission's procurement solicitation documents, which required as the primary qualification the ability and experience tow work with the National Incident-Based Reporting System, and other forms of criminal record or history



information was identified by the Commission as secondary in importance. The reason for identifying arrests as the primary focus is that arrests tend to be the broadest category, which would help establish a baseline for the study. Dr. Johnson said that the research department is still working on how to incorporate other forms of data.

- Commissioner Stebbins noted that the data in Springfield is consistent with his knowledge of the city. Asked how data is being parsed between residents of Springfield and folks who may not be residents, especially given Springfield's proximity to Interstate 91.
 - Dr. Melnik noted that that is one of the difficulties of identifying geographic areas of disproportionate impact, when the data relates to individuals.
 - Dr. Whitehill added that in broad terms, the analysts had the address of where an arrest occurred, and if an address had a high number of arrests in relation to the total number of arrests it could be identified as an outlier, for example, like the Xfinity Center in Mansfield, or the police station in a given municipality. In those instances, certain arrests may have been excluded to account for that outlier.
- Commissioner Camargo asked whether census tracts were examined across the Commonwealth.
 - Dr. Melnik clarified that census tracts were examined across the five cities that represented top tier Disproportionately Impacted Areas.
- The Chairman thanked the research team for their work and set parameters for how the remainder of the conversation will go.
- Commissioner Camargo thanked the research team and articulated the importance of this work in the development of policy and how it will shape this sector of the Massachusetts economy, Commonwealth revenue, who gets a piece of the pie. Commissioner Camargo articulated the importance of getting this right to properly address racial equity in the industry. Commissioner Camargo asked the definition of "War on Drugs" used as the premise of the study.
 - Dr. Johnson said that the idea of "war on drugs" referred to the systematic law changes, in particular with respect to the criminal justice system, starting in the 1970s. Dr. Johnson promised to follow up with a more particular answer from the procurement documents.
- Commissioner Stebbins thanked the research team.
- Commissioner Flanagan thanked the research team and articulated the importance of this work and where she hopes the research can go in the future.
- Commissioner Concepcion thanked the research team and her fellow Commissioners.
- The Chairman transitioned to identifying next steps and asked the fellow Commissioners their comfort having a policy discussion, and if not, what steps would help them be ready to have that discussion.
- Commissioner Flanagan proposed holding off until April to allow the Executive Director to work with staff to identify how modifying the list of Disproportionately Impacted Areas would impact the Commission, its applicants, and its licensees.
 - The Chairman asked the Executive Director if what Commissioner Flanagan is requesting, is feasible.



- The Executive Director said that there seems to be a lot of unanswered questions and the impact of a new list of Disproportionately Impacted Areas. It would take work, but it is important work.
- Commissioner Camargo asked the Executive Director if there was an internal group set up to look at the next steps etc., which it sounds like there is. Commissioner Camargo expressed concern with respect to gaps or limits on data. Commissioner Camargo asked to understand more about the lens that is or was used with respect to assess racial equity.
 - The Chairman sought additional clarification.
 - Commissioner Camargo asked whether there could be a second eye on the report.
 - The Chairman confirmed that Commissioner Camargo is seeking a third party to determine whether it was developed fairly from a racial and equity standpoint.
 - Commissioner Camargo asked whether there was staff that could provide that service and whether it meets our standards for the Commission.
- Commissioner Stebbins suggested braking this out into two phases: Frist assessing the impacts of a modifying the list of Disproportionately Impacted Areas and second addressing the policy questions, in particular, what is the status of tier two municipalities and the status of the City of Lawrence. Commissioner Stebbins said there may be additional policy questions that are not quite fully formed and articulated.
- The Chairman gave an overview of the suggestions so far for what Commissioners will need in order to prepare them to have a policy discussion.
- Commissioner Concepcion echoed her support of the suggestions so far.
 - The Chairman asked what options might be available for addressing the concerns relating to the equitability of the study itself.
 - Commissioner Concepcion said there may be organizations or other third parties who could provide input on the study. Commissioner Concepcion said that with some time and thought, she could come up with a list of recommendations.
- Commissioner Camargo asked the Executive Director in terms of internal staff resources that could fulfill the external review.
- Commission Flanagan asked whether additional perspective would be for them personally or the entire Commission.
 - Commissioner Camargo said her intention was the full Commission, as it would likely benefit everyone to hear additional perspectives.
- The Chairman reflected on his experience at the Commission defining which Communities were disproportionately impacted by cannabis prohibition as part of fulfilling that statutory mandate. The Chairman shared his view that this study is merely a step in the process of defining and redefining what it means to be a Disproportionately Impacted Area but does not want to let perfect be the enemy of good.
- Commissioner Camargo expressed that the work done to date on this issue has been incredibly laudable. Commissioner Camargo said she also sees the opportunities for improvement other Commissioners have raised. Commissioner Camargo did say she is interested in hearing from the Executive Director about the internal resources that could help inform the Commissioners as they contemplate the findings of the study and make policy decisions.



- The Chairman suggested taking the next month to ask questions, recognizing that it may not be a perfect study, while also figuring out how to improve on it.
- The Executive Director noted that there are some internal working groups that are specific to equity and inclusion, but there are also individuals throughout the Commission with expertise that may be helpful, so it should not be too heavy of a lift, recognizing that folks do have their regular job responsibilities to attend to. The Executive Director noted that Dr. Johnson has already identified the need for some external resource or body that could help inform and guide research in these areas, which would seem to be in line with what Commissioners Camargo and Concepcion are suggesting. The Executive Director also suggested the Cannabis Advisory Board's research subcommittee could be an additional resource.
- The Executive Director said that, in addition, to identifying the implications of a policy change with respect to Disproportionately Impacted Areas, he wanted to confirm that he should be collecting additional questions with respect to the report that Commissioners would seek to have answered.
- The Chairman suggested tabling this issue while the Commissioners and staff take next steps and continue the discussion in April. The Chairman recommended next steps would include giving Commissioners the ability to confer with Dr. Johnson and other internal staff. If Commissioner Concepcion identifies external resources, the Commission can discuss the appropriate time and way to engage them.

10) New Business the Chairman Did Not Anticipate at the Time of Posting – No new topics identified.

11) Next Meeting Date – 5:27:30

- The Chairman identified the next meeting date and tentative dates for the remainder of the calendar year.

12) Adjournment

- Commissioner Flanagan moved to adjourn.
- Commissioner Stebbins seconded the motion.
- The Charmin took a roll call vote:
 - Commissioner Camargo – Yes
 - Commissioner Concepcion – Yes
 - Commissioner Flanagan – Yes
 - Commissioner Stebbins – Yes
 - Chairman Hoffman – Yes
- The Commission unanimously voted to adjourn.



Investigations and Enforcement Department Summary

Case No. ENF-2020-0000001041

1. Name of Licensee and affected licenses
 - a. Sira Naturals, Inc.
 - i. MP281303
 - ii. MC281252
 - iii. MX281310
2. Address of Licensee the Marijuana Establishment
 - a. 300 Trade Center Drive, Suite 7700, Woburn, MA 01801
3. Date(s) of Informal Dispute Resolution Conference
 - a. April 29, 2021
4. Violations
 - a. Violation I – Failure to comply with the scope of the Commissions authorizations in violation of:
 - i. 935 CMR 500.103(2)
 - b. Violation II – Failure to ensure transportation of Marijuana and Marijuana Products by authorized agents in violation of:
 - i. 935 CMR 500.105(13)(a)2.
 - c. Violation III – Failure to list the correct license number on transportation manifests resulting in violations of:
 - i. 935 CMR 500.030(8)
 - ii. 935 CMR 500.105(13)(g)1.
 - d. Violation IV - Failure to list the correct license number on transportation manifests resulting in violations of:
 - i. 935 CMR 500.030(7)
 - ii. 935 CMR 500.105(13)(g)2.
5. Summary

The Commission, through its Investigations and Enforcement Department, recommends ratification of the proposed Final Order and Stipulated Agreement.



Violation I is brought before the Commission on account of evidence demonstrating that the licensee exceeded the scope of the Commission's authorization for final licensure by permitting its contractor, Stalk & Beans, to deliver Marijuana and Marijuana Products under its Existing Marijuana Transporter License (MX281310) for unaffiliated licensees. On five separate occasions Sira Naturals approved Stalk & Beans to make unaffiliated transports of product.

Stalk & Beans is an unlicensed entity who was permitted to transport Sira Natural's Marijuana and Marijuana Products to other licensees by the Commission under the 2015 DPH Transportation Guidance. The authorizations provided by Sira Naturals to Stalk & Beans exceeded the Commission's approval by allowing Stalk & Beans to utilize its Existing Marijuana Transporter License to make unaffiliated transfers of Marijuana and Marijuana Products for other licensees. For example, on July 3, 2020, Stalk & Beans employees transported Marijuana and Marijuana Product for 253 Organic to Cannabis Connection. Each of the thirty-eight instances of transportation were conducted by a Stalk & Beans driver, passenger, dispatcher, and originated by Stalk & Beans' place of business.

The appropriate process available to Stalk & Beans to conduct these transportations would have been to either 1) receive a final license from the Commission or 2) specifically request permission and obtain approval from the Commission to transport products for those entities like it did with Sira Naturals. By providing Stalk & Beans with approval to utilize its Existing Marijuana Transporter License, Sira Naturals created an alternative to licensure and stepped into the shoes of the regulator. This exceeded the limits of the final license issued to Sira Naturals by the Commission in violation of 935 CMR 500.103(2).

Violation II is brought before the Commission on account of the licensee's failure to secure approval from the Commission for Stalk & Beans to transport Marijuana and Marijuana Products under its Existing Transportation License which resulted in thirty-eight instances of Stalk & Beans employees transporting Marijuana and Marijuana Product for other licensees under Sira Natural's licenses MC281252 and MP281303. Stalk & Beans is not a licensed transporter; and part and parcel to Violation I, Stalk & Beans did not have had the Commission's approval to provide transportation services for the five other entities detailed in Tables 1 and 2 and Sira Naturals did not have the authority to allow Stalk & Beans to transport for unaffiliated entities.

The Metrc Transportation Manifests, Stalk & Beans Transportation Service Logs, and Invoices all demonstrate that this transportation was done for the primary financial benefit of Stalk & Beans, an unlicensed entity under Sira Natural's licenses. As a result, the Stalk & Beans employees transporting Marijuana and Marijuana Products could not have been considered registered agents of Sira Naturals under 935 CMR 500.002 ("Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation,



packaging, storage, testing, or dispensing of Marijuana.”) and therefore was in violation of 935 CMR 500.105(13)(a)2. (“Marijuana Products may only be transported between licensed Marijuana Establishments by registered Marijuana Establishment Agents.”).

Violation III is brought before the Commission on account of the licensee’s failure to ensure that a Stalk & Beans employee transporting Marijuana and Marijuana Products under its license MC281252 on eight occasions was registered as Marijuana Establishment Agent. *See* 935 CMR 500.030(8) (“A Marijuana Establishment Agent affiliated with multiple Marijuana Establishments shall be registered as a Marijuana Establishment Agent by each Marijuana Establishment and shall be issued an Agent Registration Card for each establishment.”); *See also* 935 CMR 500.105(13)(g)1 (“Each employee or agent transporting or otherwise handling Marijuana Products for a Marijuana Transporter shall be registered as a Marijuana Establishment Agent and have a driver’s license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the Marijuana Establishment Agent will operate for the Marijuana Transporter prior to transporting or otherwise handling Marijuana Products.”).

Violation IV is brought before the Commission on account of the licensee’s failure to ensure that a Stalk & Beans employee transporting Marijuana and Marijuana Products under its license MC281252 was carrying his agent registration card. The Stalk & Beans employee could not have been carrying an agent registration card because he was not registered as a Marijuana Establishment Agent under MC281252. *See* 935 CMR 500.030(7) (“A Marijuana Establishment Agent shall always carry a Registration Card associated with the appropriate Marijuana Establishment while in possession of Marijuana or Marijuana Products, including at all times while at the establishment or while transporting Marijuana or Marijuana Products); *See also* 935 CMR 500.105(13)(g)2. (“A Marijuana Establishment Agent shall carry his or her Agent Registration Card at all times when transporting Marijuana Products and shall produce his or her Agent Registration Card to the Commission or Law Enforcement Authorities on request.”).

Pursuant to the proposed Final Order and Stipulated Agreement, the licensee neither admits nor denies the enumerated violations but agreed to be bound by the Stipulated Remedies in lieu of the uncertainty and cost of proceeding with an Administrative Hearing pursuant to 935 CMR 500.500. This agreement was reached through the Informal Dispute Resolution process. Further, resolution of this matter is appropriate due to the licensee’s cooperation with the Commission’s investigation, has taken initial corrective action to resolve noncompliance, and agrees to take additional corrective action.

6. Stipulated Resolution

a. Enforcement Remedy

- i. Sira Naturals, Inc. agrees to pay a monetary fine in the amount of two-hundred and ninety-five thousand dollars (\$295,000).



b. Affirmative Relief

- i. The licensee shall submit to a one-year probationary period for its License MX281310, where the licensee shall cease and desist any and all business relationships with Stalk & Beans for any license and shall refrain from using any unlicensed contractors for transports;
- ii. The Commission's approval on February 4, 2020, and any prior or subsequent approvals, for the use of vehicles with MA registration V21679 and V57880 and permission of the use of Stalk & Beans and its employees for the purpose of transportation of Marijuana and Marijuana Product and Medical Marijuana and Marijuana Product in any capacity is rescinded; and
- iii. The licensee shall take all other action specified in its plans of correction submitted on February 26 and March 7, 2021, as necessary to achieve compliance with 935 CMR 500.000: *Adult Use of Marijuana, et seq.*

c. Additional Conditions

- i. none.

RECOMMENDATION

The Investigations and Enforcement Department recommends ratification of the proposed Final Order and Stipulated Agreement. The fine and affirmative measures stipulated to are in the public interest in order to restore good standing with the Commission.



June __, 2021

In the matter of: Sira Naturals, Inc.

Case No. ENF-2020-0000001041

License No.(s) MP281303, MC281252, and MX281310

FINAL ORDER AND STIPULATED AGREEMENT

This Final Order and Stipulated Agreement (hereinafter, “Order”) between the Commonwealth of Massachusetts Cannabis Control Commission (Commission) and Sira Naturals, Inc. (the “Respondent”) is offered for the purposes of settlement. The Commission finds that resolution of this matter serves the purposes of 935 Code Mass. Regs. § 500.360, § 500.370, § 500.450 and § 500.500.

The Respondent stipulates to the Facts of Record and Applicable Law as presented by the Commission but neither admits nor denies the Commission’s Findings, which are contained in Paragraphs 52 through 55 of this Order. In lieu of the uncertainty and cost of proceeding with an Administrative Hearing pursuant to 935 Code Mass. Regs. § 500.500, the Respondent has agreed to resolve this matter through the Informal Dispute Resolution process. The Respondent has voluntarily agreed to the Stipulated Remedy and subject to ratification by majority vote of the Commission this Order is binding on both the Commission and Respondent for the purpose of bringing this matter to a final resolution.

Legislative, Statutory and Regulatory Authority

1. The Commission has jurisdiction over licensed Marijuana Establishments (MEs) and licensed Medical Marijuana Treatment Centers (RMD/MTCs) and the subject matter herein pursuant to the provisions of the Commonwealth’s marijuana laws, St. 2016, c. 334, § 76, G. L. c. 94G, G. L. c. 94I, and the Commission’s regulations, 935 Code Mass. Regs. § 500.000: *Adult Use of Marijuana, et seq.*, and 935 Code Mass. Regs. § 501.000: *Medical Use of Marijuana, et seq.*
2. The Commission possesses all powers necessary or convenient to carry out and effectuate its purposes including, but not limited to:
 - a. the power to revoke or suspend a license and the power to gather facts and information applicable to the Commission’s obligation to suspend or revoke



- licenses for violation of G. L. c. 94G, or any regulation adopted by the Commission. *See* G. L. c. 94G § 4(a)(xi) and (xiv);
- b. the power to fine a person licensed for any cause that the Commission deems reasonable. *See* G. L. c. 94G § 4(a)(xiii); and
 - c. the power to impose fees and fines, as authorized by this chapter, and penalties and sanctions for a violation of this chapter or any regulations promulgated by the Commission. *See* G. L. c. 94G § 4(a)(xxii).
3. The Commission or Commission Delegee may issue an order to the Respondent to show cause as to why a fine, other financial penalty, or other sanction should be levied against the Respondent upon determining that Respondent's acts or omission have violated the Commonwealth's marijuana laws. The Respondent may issue a response as to why a fine or other financial penalty should not be imposed. *See* 935 Code Mass. Regs. § 500.360 and 370.
 4. The Commission may assess an administrative fine of up to \$50,000 for each violation. Each day during which a violation continues may constitute a separate offense, and each instance and provision of the state Marijuana laws, including G. L. c. 94G and 935 Code Mass. Regs. § 500.000: *Adult Use of Marijuana*, that is violated may constitute a separate violation. *See* 935 Code Mass. Regs. § 500.360(2).
 5. The Respondent is afforded an opportunity to be heard and to show cause as to why a fine or other financial penalty should not be imposed, or why the license or registration should not be suspended or revoked. *See* 935 Code Mass. Regs. § 500.500.
 6. The Commission or its Delegee maintains the discretionary authority to review, approve or reject informal dispositions upon a showing that the alleged violations have been corrected, and a submission of a written waiver of the Respondents right to judicial review. *See* 935 Code Mass. Regs. § 500.500(7).

Facts of Record

7. Respondent has been subject to an investigation conducted by the Commission's investigators. The Commission alleges violations of the Commission's regulations which the Respondent neither accepts nor denies, 935 Code Mass. Regs. § 500.000: *Adult Use of Marijuana*, et seq.
8. Respondent received Final Licensure from the Commission for its adult-use Product Manufacturer License (MP281303), Marijuana Cultivator License (MC281252), and Existing Licensee Transporter License (MX281310) on November 1, 2018 and all licenses commenced operations on June 5, 2019.



9. Respondent also holds one other adult-use Marijuana Cultivator License (MC282015) and three MTC licensed operations in Needham (RMD625), Watertown (RMD325), and Somerville (RMD245).
10. As of the date of this Order, Stalk & Beans Inc. (“Stalk & Beans”) is an unlicensed entity that has a reopened application for a Third-Party Marijuana Transporter License (MTN281336).
11. Victor Juri is the President and CEO of Stalk & Beans.
12. Stalk & Beans is a domestic profit corporation registered with the Massachusetts Secretary of Commonwealth and the location of its principal office is 5 Appleton Road, Natick, MA 01760.
13. On September 18, 2019, Commission Staff inspected a 2018 Dodge Ram ProMaster 1500 Van with MA license plate number V21679 for the Respondent.
 - a. During the inspection, Respondent told Commission Staff that the vehicle is leased to the Respondent by Stalk & Beans and will be used to deliver adult-use cannabis products to MEs who purchase wholesale from the Respondent and may occasionally be used to deliver medical-use cannabis.
 - b. Commission Staff acknowledged that three employees of Stalk & Beans are registered agents with the Respondent and will serve as the drivers. The second transportation agent on each delivery would be a registered Sira Naturals inventory specialist from the Milford facility.
 - c. Commission Staff was aware of an approved vehicle lease agreement between Stalk & Beans and the Respondent.
14. On December 18, 2019, Commission Staff inspected a 2019 Dodge Ram ProMaster 1500 Van with MA license plate number V57880 for the Respondent.
 - a. During the inspection, Commission Staff was told that this vehicle is leased to the Respondent by Stalk & Beans and will be used to deliver medical and adult-use cannabis products to MEs who purchase wholesale from the Respondent.
 - b. Commission Staff was notified that six employees of Stalk & Beans are now registered agents with the Respondent and will serve as the drivers.
 - c. Commission Staff was aware of an approved vehicle lease agreement between Stalk & Beans and the Respondent.
15. On February 4, 2020, the Commission sent a signed letter to the Respondent with the subject line reading “RE: Vehicle Approval Review (Sira Naturals Inc, MC281252).” The letter references two vehicles with MA license plate numbers “V26234” and “VV26233.” The vehicles referenced in the letter were later determined to be an error since approval was intended for the vehicles inspected by Commission Staff on September 19 and December 19, 2019; MA license plate numbers V21679 and V57880.



16. The practice of allowing a licensee to contract with an unlicensed entity to conduct transportation for Medical Marijuana and Marijuana Products stems from the Guidance for Registered Marijuana Dispensaries Regarding Transportation of Marijuana issued by the Department of Public Health on September 2, 2015. Originally, this guidance was intended to apply only to RMD/MTCs, but certain exceptions were permitted by Commission approval.
17. In the months of January and February 2020, Cedric Crawford, Agustin LaRoza, and Mr. Juri, and ten other employees of Stalk & Beans, became registered as Marijuana Agents under Respondent's Licenses MX281310, MP281303, and RMD245.
18. At no point were Mr. Crawford, Mr. LaRoza, or Mr. Juri registered as Marijuana Agents for Respondent's License MC281252.
19. At no point were Mr. Crawford, Mr. LaRoza, or Mr. Juri issued Marijuana Agent registration cards for Respondent's License MC281252.
20. On June 4, 2020, Respondent approved a request from Mr. Juri to transport Marijuana and Marijuana Products for Bask Inc. Mr. Juri's email stated, "Bask is ramping up the need for help" and asked if Stalk & Beans "can get approval for a run today and tomorrow?" Respondent approved this request responding "yes, let's talk about what you think their long-term needs are going to be now that they've expanded production, etc."
21. On June 18, 2020, Mr. Juri sent a request to Respondent asking, "I have a request for a run from Bask for tomorrow and one for Canna Provisions on Saturday. Do I have approval for these?" Respondent approved both requests "Both are good to go. Thanks."
22. On June 30, 2020, Mr. Juri informed Respondent that "Insa requested help in doing a transport tomorrow to Salem and Thursday to Springfield. [...] Can I have approval to help them out?" Respondent responded, "I thought you were agents of theirs?" to which Mr. Juri said "I only had 2 Agents one guy left. We are processing another agent now but don't have approval yet." Respondent approved the transportation with "OK."
23. On July 8, 2020, Mr. Juri requested approval from Respondent asking if Stalk & Beans could "help 253 on Fridays till we get carded with them." Respondent responded to the request with "Approved."
24. On July 15, 2020, Mr. Juri told Respondent that "Bloom Brothers wants to return bad product to Solar Therapeutics. Can I get approval to do their run Friday?" Sira personnel approved this request and said "yes, please let them know what we discussed."
25. On August 28, 2020, the Respondent provided Commission Staff with documents regarding their relationship with Stalk & Beans.



- a. Other than the lease agreements mentioned above, there was no marijuana transportation service agreement between the Respondent and Stalk & Beans.

26. On September 3, 2020, Commission Staff interviewed the Respondent's employees regarding its business relationship with Stalk & Beans.

27. Between June 2020 to the end of July 2020, Stalk & Beans, and its employees, conducted a total of thirty-eight (38) unaffiliated transfers of Marijuana and Marijuana Products under the Respondents Licenses MC281252 and MP281303:

<i>Date</i>	<i>Metric Marijuana Transportation Manifest No.</i>	<i>Originating Entity</i>	<i>Destination</i>	<i>Person Transporting</i>
6/3/20	0000112520	Bask	Northeast Alternatives	Agustin LaRoza
	0000112621	Bask	The Verb is Herb	Agustin LaRoza
	0000112820	Bask	Rise Holdings	Agustin LaRoza
6/4/20	0000113006	Bask	Canna Provisions	Victor Juri
	0000113201	Bask	I.N.S.A.	Victor Juri
6/5/20	0000115214	Bask	Central Ave	Agustin LaRoza
	0000115418	Bask	Compassionate Care Late Spring, Inc. d.b.a.	Agustin LaRoza
6/19/20	0000134824	Bask	Gage Cannabis New England	Cedric
	0000135229	Bask	Treatment Access Temescal Wellness of	Crawford
6/20/20	0000136701	The Verb is Herb	Massachusetts Canna Provisions	Cedric
6/25/20	0000141126	Bask	Crawford Late Spring, Inc. d.b.a.	Agustin LaRoza
	0000141325	Bask	Gage Cannabis Central Ave	Agustin LaRoza
7/1/20	0000148719	I.N.S.A.	Compassionate Care Sanctuary Medicinals	Victor Juri
	0000150708	I.N.S.A.	I.N.S.A.	Victor Juri
7/2/20	0000152015	Bask	Canna Provisions	Victor Juri
	0000148720	I.N.S.A.	Cannabis Connection	Victor Juri
	0000152207	I.N.S.A.	I.N.S.A.	Victor Juri
7/3/20	0000153829	253 Organics	Canna Provisions	Agustin LaRoza
	0000153830	253 Organics	Cannabis Connection	Agustin LaRoza
7/6/20	0000159219	Bask	The Botanist	Victor Juri
	0000157701	I.N.S.A.	I.N.S.A.	Victor Juri
7/9/20	0000164204	253 Organics	Caroline's Cannabis	Victor Juri
	0000164407	253 Organics	Caroline's Cannabis	Victor Juri



7/10/20	0000164132	253 Organics	Slang d.b.a. Bloom Brothers	Agustin LaRoza
	0000164135	253 Organics	Canna Provisions	Agustin LaRoza
	0000164224	253 Organics	Slang d.b.a. Bloom Brothers	Agustin LaRoza
7/17/20	0000164228	253 Organics	Canna Provisions	Agustin LaRoza
	0000173230	253 Organics	Canna Provisions	Victor Juri
	0000173229	253 Organics	Caroline's Cannabis	Victor Juri
	0000173530	253 Organics	Caroline's Cannabis	Victor Juri
	0000173531	253 Organics	Canna Provisions	Victor Juri
	0000173701	253 Organics	Berkshire Roots	Victor Juri
	0000173801	253 Organics	Berkshire Roots	Victor Juri
	0000172507	Slang d.b.a. Bloom Brothers	Solar Therapeutics	Victor Juri
7/24/20	0000181235	I.N.S.A.	Northeast Alternatives	Victor Juri
	0000181314	I.N.S.A.	Caroline's Cannabis	Victor Juri

Table 1 – Unaffiliated Transportation of Marijuana and Marijuana Products under Sira's License No. MP281303 by Stalk & Beans

Date	Metric Marijuana Transportation Manifest No.	Originating Entity	Destination	Person Transporting
6/20/20	0000137107	Canna Provisions	The Verb is Herb	Agustin LaRoza
	0000137207	Canna Provisions	Canna Provisions	Agustin LaRoza

Table 2 – Unaffiliated Transportation of Marijuana and Marijuana Products under Sira's License No. MC281252 by Stalk & Beans

28. The location of departure for all thirty-eight (38) of these transfers was from the address indicated in Paragraph 12.
29. For all thirty-eight (38) of these transfers, Stalk & Beans employees were the driver and passenger.
30. Invoices for each of these transfers were directly billed to the originating entity by Stalk & Beans.
31. Between May 2020 and June 2020, Mr. Juri conducted eight (8) affiliated and two (2) unaffiliated transfers of Marijuana and Marijuana Products under Respondent's license MC281252:

Date	Metric Marijuana Transportation Manifest No.	Originating Entity	Destination	Person Transporting
5/21/20	0000102446	Sira Naturals	Canna Provisions	Victor Juri



	0000102555	Sira Naturals	The Verb is Herb	Victor Juri
	0000102556	Sira Naturals	253 Organic	Victor Juri
5/26/20	0000104120	Sira Naturals	Silver Therapeutics	Victor Juri
5/28/20	0000106307	Sira Naturals	Pharmacannis	Victor Juri
			Massachusetts	
	0000106417	Sira Naturals	Central Ave	Victor Juri
			Compassionate Care	
6/10/20	0000123205	Sira Naturals	The Verb is Herb	Victor Juri
	0000123306	Sira Naturals	Canna Provisions	Victor Juri

Table 3 – Affiliated Transportation of Marijuana and Marijuana Products by Unregistered Agents under Sira's License No. MC281252

32. Between May 2020 and June 2020, neither Mr. Juri, Mr. LaRoza, nor Mr. Cedric Crawford were registered Marijuana Establishment Agents under the Respondent's license MC281252:

<i>License No.</i>	<i>Individual</i>	<i>Agent Registration No.</i>	<i>Original Registration</i>	<i>Registration Surrender/Expiration</i>
<i>MX281310</i>	Victor Juri	AR293069	2/25/20	11/25/20
	Agustin LaRoza	AR292962	2/20/20	11/25/20
	Cedric Crawford	AR291896	1/1/20	11/25/20
<i>MP281303</i>	Victor Juri	AR293064	2/25/20	11/25/20
	Agustin LaRoza	AR292261	2/20/20	11/25/20
	Cedric Crawford	AR291895	1/10/20	11/25/20
<i>MC281252</i>	Victor Juri	N/A	N/A	N/A
	Agustin LaRoza	N/A	N/A	N/A
	Cedric Crawford	N/A	N/A	N/A
<i>RMD245</i>	Victor Juri	A39581	2/24/20	3/2/22
	Agustin LaRoza	A39521	2/20/20	2/20/22
	Cedric Crawford	A38489	1/9/20	1/13/22

Table 4 – Registered Agent Status of Mr. Juri, Mr. LaRoza, and Mr. Crawford from May 2020 to July 2020 with Sira Naturals

33. Since Mr. Juri was a registered Marijuana Establishment Agent for MX281310, MP281303, and RMD245 but not a registered Marijuana Establishment Agent for MC281252 he could not have been carrying an agent registration card for MC281252 during the transport of Marijuana.
34. On February 22, 2021, the Commission Staff issued a Notice: Deficiency Statement (NOD) to the Respondent alleging violation of 935 Code Mass. Regs. § 500.103(2)(b).
35. On February 26, 2021, Respondent submitted a Plan of Correction (POC) to the Commission. In its POC, Respondent stated that it has only conducted transfers under its



MX license and for the sole purpose of providing a service to direct wholesale customers. To address the deficiency, the Respondent retrained its logistics staff on its policy.

36. On March 3, 2021, the Commission Staff issued a revised NOD to the Respondent.
37. On March 7, 2021, Respondent submitted an amended POC to the Commission. In response, the Respondent retrained its employees and as of August 2020, engaged Eagle Eye Transport, a licensed Third-Party Transporter, to provide business to business services to the Respondent as needed.

Applicable Law

38. License means the certificate issued by the Commission that confirms that a Marijuana Establishment or an Independent Testing Laboratory has met all applicable requirements pursuant to St. 2016, c. 334, as amended by St. 2017, c. 55, G. L. c. 94G, and 935 Code Mass. Regs. § 500.000: Adult Use of Marijuana. A Marijuana Establishment or Independent Testing Laboratory may hold a provisional or final License. See 935 Code Mass. Regs. § 500.002.
39. Licensee means a person or entity on the application and licensed by the Commission to operate a Marijuana Establishment or Independent Testing Laboratory under St. 2016, c. 334, as amended by St. 2017, c. 55, G. L. c. 94G, and 935 Code Mass. Regs. § 500.000: Adult Use of Marijuana. Any person or entity that solely provides initial capital to establish or operate the establishment and to whom, in return for the initial capital, requires only repayment of the loan and does not have any ownership or direct or indirect authority to control the Marijuana Establishment or Independent Testing Laboratory, will not be a Licensee. See 935 Code Mass. Regs. § 500.002.
40. Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery Licensee, Marijuana Research Facility Licensee (as defined in 935 Code Mass. Regs. § 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 Code Mass. Regs. § 500.002: Social Consumption Establishment) or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC). See 935 Code Mass. Regs. § 500.002.
41. Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana. See 935 Code Mass. Regs. § 500.002.



42. A Marijuana Establishment Agent shall always carry a Registration Card associated with the appropriate Marijuana Establishment license while in possession of Marijuana or Marijuana Products, including at all times while at the establishment or while transporting Marijuana or Marijuana Products. *See* 935 Code Mass. Regs. § 500.030(7).
43. A Marijuana Establishment Agent affiliated with multiple Marijuana Establishments shall be registered as a Marijuana Establishment Agent by each Marijuana Establishment and shall be issued an Agent Registration Card for each establishment. *See* 935 Code Mass. Regs. § 500.030(8).
44. On completion of all inspections required by the Commission, a Marijuana Establishment is eligible for a final license. All information described in 935 CMR 500.000: *Adult Use of Marijuana* that is not available at the time of submission shall be provided to and approved by the Commission before Marijuana Establishment may receive a final license. Such final licenses shall be subject to reasonable conditions specified by the Commission, if any. *See* 935 Code Mass. Regs. § 500.103(2): Final License.
45. Acceptance of a provisional or final license constitutes an agreement by the Marijuana Establishment that it will adhere to the practices, policies, and procedures that are described in its application materials, as well as all relevant laws, regulations, and any conditions imposed by the Commission as part of licensure. *See* 935 Code Mass. Regs. § 500.103(2)(d).
46. Marijuana Products may only be transported between licensed Marijuana Establishments by registered Marijuana Establishment Agents. *See* 935 Code Mass. Regs. § 500.105(13)(a)2.
47. Each employee or agent transporting or otherwise handling Marijuana Products for a Marijuana Transporter shall be registered as a Marijuana Establishment Agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the Marijuana Establishment Agent will operate for the Marijuana Transporter prior to transporting or otherwise handling Marijuana Products. *See* 935 Code Mass. Regs. § 500.105(13)(g)1.
48. A Marijuana Establishment Agent shall carry his or her Agent Registration Card at all times when transporting Marijuana Products and shall produce his or her Agent Registration Card to the Commission or Law Enforcement Authorities on request. *See* 935 Code Mass. Regs. § 500.105(13)(g)2.

The Commission's Findings

49. The Commission, through its Executive Director, and Respondent have come to mutual agreement and understanding, and jointly propose to the Commission a resolution of alleged violations in lieu of proceeding through an Administrative Hearing pursuant to



935 Code Mass. Regs. § 500.500 and an Independent Hearing Officer to determine the merits of such allegations. The terms and conditions of this Order and Stipulated Agreement are expressly subject to ratification of the Commission by majority vote of its members.

50. The Respondent neither admits nor denies the Commission's Findings set forth in Paragraphs 51 through 54 inclusive of all subparagraphs.
51. Respondent exceeded scope of the Commission's authorization in violation of 935 Code Mass. Regs. § 500.103(2): Final License, by permitting its contractor, Stalk & Beans, to deliver Marijuana and Marijuana Product under its Existing Marijuana Transporter License (MX281310) for unaffiliated licensees:
- a. The Commission is the sole regulatory authority over the conduct and business of MEs and MTCs. *See* St. 2016, c. 334, § 76; *See also*, G. L. c. 94G § 4(a½).
 - b. Respondent is an entity licensed by the Commission.
 - c. Respondent's MX281310 license permitted the Respondent to transport Marijuana and Marijuana Products on behalf of other licensed MEs.
 - d. As of the date of this Order, Stalk & Beans is not a licensed entity by the Commission.
 - e. Respondent engaged Stalk & Beans in the Fall of 2019 so that it could lease two vehicles with MA Registration V21679 and V57880.
 - f. On September 18, 2019 and December 18, 2019, the Commission conducted separate inspections of the two vehicles with MA Registration V21679 and V57880.
 - g. On February 4, 2020, the Commission sent Respondent a letter approving the use of two vehicles with MA Registration V26234 and VV26233.
 - i. The vehicles referenced in the approval letter were later determined to be an error since approval was intended for the vehicles inspected on September 18 and December 18, 2019.
 - h. The practice of utilizing third-party contractors for the transportation of a licensee's Medical Marijuana and Marijuana Products if those individuals were registered agents was permitted by way of the Guidance for Registered Marijuana Dispensaries Regarding Transportation of Marijuana issued by the Department of Public Health on September 2, 2015.
 - i. Respondent did not request permission, nor notify the Commission that it intended to utilize Stalk & Beans and the approved vehicles to transport Marijuana and Marijuana Products for other licensed MEs.
 - j. Between June-July 2020, Stalk & Beans transported a total of thirty-eight (38) unaffiliated transfers of Marijuana and Marijuana Products under the Respondent's licenses MC281252 and MP281303.
 - k. None of the transportation manifests generated for these transfers of Marijuana and Marijuana Product was under Respondent's license MX281310.
 - l. Stalk & Beans provided Transportation Services Logs for each of these transports and directly invoiced the entities for the transportation services.



- i. The Transportation Service Logs indicate that Stalk & Beans employees were the driver and passenger.
 - m. On five separate occasions between June-July 2020, Respondent provided approval Stalk & Beans to transport Marijuana and Marijuana Product on behalf of unaffiliated licensees under Respondent's licenses. *See* Paragraphs 20 through 24 of this Order.
 - n. The process available to unlicensed entities to lawfully transport Marijuana and Marijuana Products for MEs, at the time, was to either:
 - i. Receive a final license from the Commission; or
 - ii. Specifically request permission and obtain approval from the Commission to transport those products.
52. Respondent's failure to secure approval from the Commission for its contractor, Stalk & Beans, to transport Marijuana and Marijuana Products under its Existing Marijuana Transportation License resulted in Stalk & Beans transporting Marijuana and Marijuana Products under the Respondent's licenses MC281252 and MP281303 without prior authorization of the Commission and therefore those conducting transportation could not be considered registered agents of the Respondent under 935 Code Mass. Regs. § 500.002 in violation of 935 Code Mass. Regs. § 500.105(13)(a)2.
- a. Between June 2020 to the end of July 2020, Stalk & Beans employees transported Marijuana and Marijuana Products on thirty-eight (38) separate occasions for other licensees under the Respondent's licenses MC281252 and MP281303.
 - b. A record of Stalk & Beans conducting these transfers appears in *Table 1* and *2* in the Facts of Record above.
 - c. Stalk & Beans provided Transportation Services Logs for each of these transfers of Marijuana and Marijuana Product and directly invoiced the entities for the services provided.
 - i. The Transportation Service Logs indicate that Stalk & Beans employees were the driver and passenger
 - d. Stalk & Beans was the primary financial beneficiary for each instance of transportation.
53. Respondent's failure to list the correct license number of the Respondent on the transportation manifests violated 935 Code Mass. Regs. § 500.030(8) and 935 Code Mass. Regs. § 500.105(13)(g)1.
- a. Between May 2020 and June 2020, Mr. Juri conducted eight (8) affiliated transfers of Marijuana and Marijuana Products under Respondent's license MC281252.
 - b. A record of Mr. Juri conducting these transfers on behalf of the Respondent and the license MC281252 appears in *Table 3* in the Facts of Record above.
 - c. During this time, Mr. Juri was not registered as a Marijuana Establishment Agent under the Respondent's license MC281252 but was registered under Respondent's MX281310, MP281303, and RMD245 licenses. *See Table 4.*



54. Respondent's and Stalk & Beans' failure to list the correct license number of the Respondent on the transportation manifests violated 935 Code Mass. Regs. § 500.030(7) and 935 Code Mass. Regs. § 500.105(13)(g)2.
- a. Since Mr. Juri was not a registered Marijuana Establishment Agent under MC281252 but was registered under MX281310, MP281303, and RMD245 licenses, he could not have been carrying an agent registration card for the license that was listed on the transportation manifests during the transport of Marijuana and Marijuana Products on the eight (8) occasions where he was in possession and transported Marijuana and Marijuana Products on behalf of the Respondent.
 - b. A record of Mr. Juri conducting these transfers on behalf of the Respondent and the license MC281252 are the same records appearing in *Table 3* in the Facts of Record above.

Stipulated Remedy

55. In lieu of proceeding with an Administrative Hearing pursuant to 935 Code Mass. Regs. § 500.500 and subsequent proceedings, Respondent agrees to the Stipulated Remedies and terms set forth in Paragraphs 56–76, inclusive of all subparagraphs:
56. Respondent agrees to pay a monetary fine in the amount of two-hundred and ninety-five thousand dollars (\$295,000.00) made payable by check or money order, payable to the order of the Commonwealth of Massachusetts Marijuana Regulation Fund;
57. Payment shall be postmarked thirty (30) calendar days from the date this Order is ratified by Commission vote and mailed to the following address:
- Cannabis Control Commission
2 Washington Square
Worcester, MA 01604
58. Respondent submits that satisfaction of the corrective action measures identified in Paragraphs 59–61 on or before _____, 2021, two months from the date this Order is ratified by Commission vote, is a reasonable time for correcting the violations identified herein;
59. Respondent shall submit to a one-year probationary period for its License MX281310. Beginning two months from the date this Order is ratified by Commission vote and for the duration of the probationary period, Respondent shall cease and desist any and all business relationships with Stalk & Beans for any license and shall refrain from using any unlicensed contractors for transports;
60. The Commission's approval on February 4, 2020, and any prior or subsequent approvals, for the use of vehicles with MA registration V21679 and V57880 and the permission of



the use of Stalk & Beans and its employees for the purpose of transportation of Marijuana and Marijuana Product and Medical Marijuana and Marijuana Product in any capacity is hereby rescinded;

61. Respondent shall take all other action specified in its Plans of Correction submitted on February 26 and March 7, 2021, as necessary to achieve compliance with 935 Code Mass. Regs. § 500.000: *Adult Use of Marijuana, et seq.*;
62. This Order may be admissible as evidence in any future hearing before the Commission or used in connection with any future licensure or administrative actions by the Commission;
63. Any issues relating to the underlying complaint and investigation that formed the basis for this Order against Respondent (and any defenses that Respondent may have to such complaint or investigation) shall not be at issue in a proceeding against Respondent for failing to comply with the terms of this Order;
64. Respondent agrees that the Commission may consider the Order in connection with review of an application for licensure, renewal of licensure, or suitability review. The Commission agrees that the Order by itself shall not be a reason to find the Respondent unsuitable or to deny its adult or medical-use license or to fail to renew its adult or medical-use license;
65. Respondent acknowledges advisement of hearing rights and process of the proceedings and wishes to resolve all issues which were the subject of the investigation;
66. If approved by the Commission and upon execution of all parties, this Order shall have the same force and effect as an order entered after formal hearing pursuant to 935 Code Mass. Regs. § 500.500(12), except that it may not be appealed. Failure to comply with the terms of this Order, including but not limited to failure to make a timely payment, may constitute the basis for further administrative action against Respondent;
67. Respondent acknowledges that the Commission advised Respondent of its opportunity to consult with an attorney of their choosing and Respondent represents that they have had an opportunity to do so prior to signing the Order. Respondent acknowledges that they have been given a reasonable period of time in which to consider the terms of this Order before signing it. Respondent acknowledges and confirms that they have entered into this Order voluntarily and of their own free will, without duress or coercion, and that they are competent to enter into this Order. Respondent acknowledges that they have carefully read and fully understand the meaning and intent of this Order;
68. Respondent further understands and knowingly and voluntarily waives the following rights:
 - a. The right to hearing and Respondent's opportunity to request a hearing;



- b. The right to cross-examine witnesses, subpoena witnesses, present evidence and testify on Respondent's own behalf;
 - c. The right to engage in pre-hearing discovery of the Commission's evidence; and
 - d. The right to appeal this Order.
69. Respondent consents to the terms and conditions described herein and agrees to waive its right to judicial review of this order pursuant to G. L. c. 30A, § 14;
70. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of the Order shall be given full force and effect;
71. This Order shall be binding upon Respondent and the Commission and shall inure to the benefit of the parties to this Order and their respective successors and assignees and shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts;
72. Upon majority vote of the Commission, this Order shall become a permanent part of Licensee's record and shall be open to public inspection and disclosure pursuant to the Commission's standard policies and procedures or applicable law;
73. The Commission may reject the terms of this Order or otherwise deny ratification and entry of the Order. In such event, the terms of the Order shall be null and void including but not limited to Respondent's admissions and waiver of opportunity for hearing upon subsequent issuance of an Order to Show Cause issued upon the Commission's approval;
74. This Order may be executed by e-mail and any signature delivered by either method shall be deemed to be as valid as an original signature;
75. All costs and expenses incurred by Respondent to comply with this Order shall be the sole responsibility of Respondent and shall not in any way be the obligation of the Commission; and
76. For purposes of addressing any future violations of the Order, the Cannabis Control Commission regulations, 935 Code Mass. Regs, § 500.000: *Adult Use of Marijuana, et seq.*, 935 Code Mass. Regs. 501.000: *Medical Use of Marijuana, et seq.*, shall include all later adopted regulations that are in effect at the time of the subsequent violation;

Failure to comply with the above conditions may result in administrative action against Respondent up to and including suspension and/or revocation of registration.




Commonwealth of Massachusetts Cannabis Control Commission

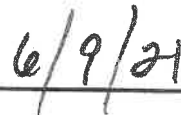
Shawn Collins, Executive Director

Date Signed

Ratified by Commission vote (___ yes, ___ no, ___ abstain) on _____, 2021.

Respondent, Sira Naturals, Inc.

 , Pres


Date Signed

Stalk & Beans Unlicensed Marijuana Transportation

Confidential: Investigation Report

September 16, 2020

Key Findings:

- Stalk & Beans (S&B) is an unlicensed entity that has provided third-party marijuana transportation services for various licensees with the approval of Sira Naturals VP Spencer Knowles.
 - In 2020 S&B directly engaged with AU licensees to provide third-party marijuana transportation services.
 - S&B received approval from Sira to perform these transfers and Sira granted approval for the usage of their license and agent registration statuses.
 - S&B provided a discount to Sira for medical home delivery services in return for being allowed to use their license for S&B clients.
 - Manifests were completed by the originating licensees and named Sira's MP281303 license as the outbound transporter.
 - S&B performed all dispatching duties for these transfers and provided Sira a link to their Dropbox containing this data at the end of the day.
- S&B owned vehicles have been approved for medical use by Sira and Garden Remedies by the former Director of Investigations in 2019 pursuant to 2015 DPH guidance¹.
- DOI Beyea gave implied or accidental approval to S&B for adult use in December 2019.

¹ <https://www.mass.gov/doc/guidance-for-rmds-regarding-transportation-of-marijuana/download>



- Sira and Garden Remedies has utilized S&B for wholesale adult use deliveries since 2019.
- S&B currently provides medical home delivery on behalf of Sira and Garden Remedies.
- S&B has leased the same vehicles to Garden Remedies and Sira Naturals simultaneously.

Timeline of Events

- 1) 12/14/18 S&B first received a vehicle inspection by Medical compliance staff for GRI.
- 2) 1/22/19 S&B legal counsel Vicente Sederberg contacted CO Morini requesting confirmation that 2015 DPH MTC transportation guidance applied to GRI's arrangement with S&B. Morini requested advice from DOI Beyea and EC Payer. Payer stated in this email thread that the 2015 DPH guidance expressly allowed an MTC to contract with an unlicensed third party for transportation under the DPH guidance parameters. Payer stated, "However, given the express guidance on this point, any change in policy would need to be addressed through subsequent guidance or a regulation change (which would trump the prior guidance)."
- 3) 2/15/19 DOI Beyea wrote a memo to CIE regarding industry requests to use S&B as a transportation contractor (Exhibit A).
- 4) 2/26/2019 DOI Beyea addressed a letter to S&B approving their inspected vehicle "for transporting medical marijuana and marijuana products for Garden Remedies, Inc. has been approved by the Commission"

He followed this approval with "I encourage you to complete your application for a Transportation license from the Commission so that you may transport marijuana and marijuana products for the adult use market." (Exhibit B)

- 5) 3/18/19 Medical compliance staff inspected a second S&B vehicle for use by GRI. The inspection narrative states, "If approved, the vehicle will be used to transport medical product between the cultivation site and the RMD."
- 6) 3/25/19 DOI Beyea addressed a letter to S&B approving the second inspected vehicle stating, "for use for transporting medical marijuana and marijuana products for Garden Remedies, Inc. has been approved by the Commission."

He again followed this statement with "I encourage you to complete your application for a Transportation license from the Commission so that you may transport marijuana and marijuana products for the adult use market." (Exhibit B)



- 7) 9/18/19 AU and Medical staff conducted a vehicle inspection at the request of Sira Naturals. This inspection was arranged by DOI Beyea seemingly at the request of Sira Naturals (Exhibit C-1). The email notes that this is the third vehicle to be inspected for Sira and will be used for both AU and Medical transport. This was in fact the first S&B vehicle to be inspected for Sira, and the originating request correspondence for this inspection has not been found. Without the original correspondence, it cannot be determined if DOI was either confused or misled by Sira's request or understood the vehicle inspection to be for a S&B vehicle being used for AU.

After the inspection, Inv. Kelly reported to DOI Beyea that this was an S&B owned vehicle to be used for both AU and Medical transportation under Sira's license and had already been inspected and approved for use by GRI. Regardless, this inspection seems to be the genesis of the CCC's tacit approval for S&B's to operate under the AU program in conflict with AU regulations and the DPH transportation guidance.

- 8) 12/18/19 AU staff conducted a second vehicle inspection at the request of S&B for use with Sira. This time, the request clearly came to DOI Beyea from S&B and the resulting approval went directly to S&B rather than to Sira (Exhibit C-2). Again, Inv. Kelly noted that this was an S&B vehicle and that S&B staff would be operating it under Sira's licenses. DOI Beyea relayed email approval to S&B to use these vehicles through Inv. Kelly. Given the context of this email correspondence, this second vehicle would presumably be used for AU along with the first vehicle inspected on 9/18/19.

The resulting approval, however informal, seems to have solidified the confusion around how to apply AU regulations to S&B's operation within the industry. Despite whatever understandings or beliefs CCC Enforcement held at this time regarding S&B operations in the industry, the argument can be made that from the industry's perspective the CCC had given approval for the operation of unlicensed third-party transportation contractors under AU by omitting conditions for usage vis-à-vis the original GRI approval letters. On the other hand, given the tenuous and informal nature of these approvals it seems reasonable that tacit approval of the practice could be overridden and the CCC's guidelines and regulations re-established upon a full realization that S&B intended to operate under AU.

- 9) 2/4/20 A vehicle approval letter was issued from the XD to Sira, but listed plate numbers that did not correspond to any inspected S&B or Sira vehicles. See # 13 below.
- 10) 3/25/20 and 3/26/20 CO Brown conducted MTC home delivery reviews for Sira that listed S&B vehicles to be used for medical home delivery under lease with Sira.



- 11) 4/15/20 CO Brown provided IM Porter a memo in response to her request to outline how S&B and Sira were compliant according to the 2015 DPH guidance.
- 12) 5/26/20 and 6/8/20 CO Brown conducted MTC home delivery reviews for Garden Remedies that reported S&B vehicles to be used for medical home delivery.
- 13) 6/8/20 CO Brown submitted a memo to the effect that the CCC letter to Sira dated 2/4/20 was intended to approve the S&B vehicles inspected 9/19/20 and 12/19/20, but the letter listed the incorrect plate numbers. The memo sought a corrected letter to include as part of the MTC home delivery reports for Garden Remedies and Sira.
- 14) 7/8/20 Inv. Barwise and Inv. Binkoski interviewed INSA managers Brian Hammond and Luis Pedro about the company's outsourcing of transportation through S&B. This occurred during an unannounced inspection on 7/8/20 where it was discovered that S&B had direct invoiced INSA for multiple wholesale transfers (Exhibit D-1). INSA staff understood S&B to be a "full-service third party transporter" and did not recognize any ties to Sira. S&B was acting as a semi-independent third-party transporter under Sira's license and approval from Spencer Knowles (Exhibit D-2).
- 15) Between 7/8/20 and 8/25/20 Inv. Barwise searched for and discovered multiple Metrc manifests from May, June and July 2020 where S&B vehicles and staff were transporting marijuana for multiple MEs under Sira's license. Sira possesses MX281310, but these transfers were conducted under their MP281303 (Exhibit D-3).

The following licensees hired S&B for third-party marijuana transportation under Sira's license during this time frame:

- Slang, Inc. dba Bloom Brothers (Bloom Brothers)
 - Canna Provisions
 - The Verb is Herb
 - Bask
 - 253 Organic
- 16) 8/7/20 Inv. Barwise and Inv. McCarthy conducted an unannounced inspection of Sira's Milford facility to obtain more detail of the company's relationship with S&B. The Investigators were unable to speak with Spencer Knowles, but did obtain insight that the company did not use their MX license as a component of their business and only as a "favor" to other licensees. Other details were obtained regarding dispatching practices when S&B was used for wholesale and medical home deliveries.
 - 17) 8/25/20 Inv. Barwise sent identical Requests for Information to Sira, Garden Remedies, INSA, Slang and Pioneer Valley Extracts seeking details of their usage of third-party marijuana transport services.



- 18) 9/3/20 Inv. Barwise and Inv. McCarthy interviewed Spencer Knowles of Sira Naturals regarding the company's relationship with S&B. Knowles described the history of their usage of S&B as a marijuana transporter for Sira wholesale deliveries, for providing MTC home delivery services and Sira's approval to S&B to use the Sira license to conduct semi-independent marijuana transport. Knowles outlined how Victor Juri, owner of S&B, would request approval to provide unaffiliated marijuana transport services to other ME's. Knowles granted approval for a period of time until the end of July 2020. According to Knowles, in return for performing this service to other ME's S&B would provide Sira with a discount on the medical home deliveries that would be conducted by S&B (See MOC dated 9/3/20).
- 19) S&B is currently conducting medical home deliveries for Sira. The staff conducting deliveries are properly registered through Sira's Somerville dispensary and dispatching is conducted by Sira, and live footage is available to Sira's security team. This is in contrast with the post-delivery transfer of dispatching and security data through Dropbox when S&B was performing third-party marijuana transportation.
- 20) S&B is currently conducting medical home deliveries for Garden Remedies. The staff conducting deliveries are registered through GRI's medical dispensaries and dispatching is conducted by GRI.

Summary of Regulatory and Policy Violations and Recommendations

Sira Naturals

1) Sira Naturals used Stalk & Beans to transport adult use products:

Sira Naturals has frequently utilized Stalk & Beans for transporting wholesale product to adult-use licensees. Sira naturals registered Stalk & Beans employees under their adult use MX, MP and MC licenses starting with Matthew Knox on 8/19/19. This occurred prior to any inspection of Stalk & Beans vehicles for use by Sira. The 2015 DPH guidance allowing this sort of contract transportation does not apply to the adult use market.

Recommendation: Sira's usage of Stalk & Beans for adult use wholesale transport seem to derive from a liberal application of the 2015 DPH guidance and possibly from implied approval given by DOI Beyea through email. Enforcement action may or may not be appropriate given the confusion caused by this document the DOI's correspondence. Unfortunately, at this time there seems to be no written correspondence from the Commission that constrains Sira's usage of Stalk & Beans akin to the letters issued to Garden Remedies in early 2019. It is advisable that the Commission move to rescind the obsolete 2015 DPH guidance and take steps to clarify the approved role of Stalk and Beans as an entity operating in the cannabis industry.



2) Sira Naturals allowed Stalk & Beans to operate as a semi-independent third-party transporter:

Sira Naturals confirmed to Inv. Barwise on 9/3/20 that between May and July 2020, the company allowed Stalk & Beans to serve their own industry clients as a third-party transporter by using the Sira license and agent registration status. These transfers frequently involved moving adult use products between adult use licensees.

Recommendation: Enforcement action is recommended against Sira Naturals for affirmatively permitting Stalk & Beans to operate as an unlicensed third-party transporter under their licensure and agent registration status. The severity of this transgression should be considered in light of Spencer Knowles' stated intention was to aid an industry that did not yet have licensed third-party transporters that could provide this service. It is worth noting that Knowles severed this agreement with Stalk & Beans at the end of July (Exhibit E) and subsequently began collaborating with Eagle Eyes Transport. Eagle Eyes Transport commenced operations on 7/23/20 and was the first MT licensee to receive this approval by the Commission.

Consequently, it seems appropriate that enforcement action be considered that would deter future instances of licensees conferring their license privileges to unlicensed entities that are beyond Commission regulatory oversight.

3) Improper Metrc Manifest creation:

Sira Naturals, through Stalk & Beans, permitted the usage of their MP license for unaffiliated transfers that would require the usage of an MX or MT license. Spencer Knowles did not seem to be aware that Stalk & Beans had instructed their clients to input the Sira MP license, despite being the responsible party for such transfers. These manifests were only delivered to Sira by Stalk & Beans after completion of the transfer and seem to have not been reviewed by Sira staff.

Sira Naturals has continued to list only a single vehicle occupant on their transportation manifests despite the Metrc guidance stating "include the names and badge or registration card number of all registered agents transporting product on the manifest. All occupants must be entered in the space provided, separated with either a comma or slash." This has been observed on Sira generated transfer manifests as well as manifests generated by Stalk & Beans clients when using the Sira license.

Recommendation: Sira's improper Metrc manifest creation procedures seem to be more the result of organizational ignorance rather than intentional wrongdoing and may best be addressed through the issuance of a Notice of Deficiency.



Garden Remedies

1) Garden Remedies used Stalk & Beans to transport adult use products:

Garden Remedies has utilized Stalk & Beans for transporting wholesale product to adult-use licensees, including Haverhill Stem on 6/24/20 (Exhibit F). Using Stalk & Beans as a transportation contractor for the adult use market is contrary to the written vehicle approval given on 2/6/19 and 3/25/19 that states “for use for transporting medical marijuana and marijuana products for Garden Remedies, Inc. has been approved by the Commission.” Furthermore, the 2015 DPH guidance allowing this sort of contract transportation does not apply to the adult use market.

Recommendation: Garden Remedies usage of Stalk & Beans for adult use wholesale transport seems to derive from a liberal application of the 2015 DPH guidance and possibly a general attitude of disregard for the AU transport regulations pervading the industry (see Plymouth Armor Group). Enforcement action may or may not be appropriate given the confusion caused by this document and implied approval given to Sira by DOI Beyea. However, in this case the letters issued to Garden Remedies clearly state that the Stalk & Beans vehicles were approved for use transporting medical use products.

It is advisable that the Commission move to rescind the obsolete 2015 DPH guidance and take steps to clarify the approved role of Stalk and Beans as an entity operating in the cannabis industry.

List of Exhibits

Exhibit A: DOI memo dated 2/15/19 regarding Stalk & Beans
Exhibit B: DOI letters to Stalk & Beans approving medical transportation under GRI
Exhibit C-1: DOI and EK emails regarding Sira vehicle inspections
Exhibit C-2: DOI email approving Stalk & Beans vehicles for use by Sira
Exhibit D -1: INSA 7/1/20 Invoice and Manifests
Exhibit D-2: Sira approval email for 7/1/20 INSA transfer
Exhibit D-3: S&B Invoice and Manifest for Canna Provisions
Exhibit D-4: Sira approval email for 6/20/20 Canna Provisions / Verb is Herb transfer
Exhibit E: Sira email to S&B ending use of license for third-party transport
Exhibit F-1: GRI AU transfer manifest showing product transport through Stalk & Beans
Exhibit F-2: GRI Email confirming Stalk & Beans use for adult use product transfers
MOC 9/3/20 MOC covering interview with Sira’s Spencer Knowles



Exhibit A: DOI memo dated 2/15/19 regarding Stalk & Beans



Memorandum

TO: Yaw Gyebi Jr., Chief of Investigations and Enforcement
FROM: Patrick W. Beyea, Director of Investigations
RE: Stalk and Beans
DATE: 02/15/19

As of this date, I have received several requests for an inspection of a vehicle from Mr. Matthew Knox. Mr. Knox is an principal of a company called Stalk and Beans. Mr. Knox has reported in emails to Commission Staff that he wants to transport medical marijuana for Registered Medical Dispensaries (RMDs). Mr. Knox stated that he is a registered agent for Garden Remedies Inc. and transports medical marijuana for that particular RMD. Mr. Knox has expressed in his emails that he wants to use his vehicle to make deliveries of medical marijuana for more than one RMD. Guidance for Medical Marijuana permits this, provided that the vehicle is not registered to an individual. Mr. Knox and other drivers from his company would have to be registered agents for each RMD for which they transport. As of this date, Mr. Knox has not applied to be a registered agent of any other RMD.

Mr. Knox and his company, Stalk and Beans have started an application for a Transportation license with the Commission. The application has not been completed as of this date.

Mr. Knox's claims of wanting more opportunities to transport medical marijuana notwithstanding, it is evident that Stalk and Beans intends to do more than just transport more than medical marijuana for dispensaries. In November 2018, I was contacted by Mr. Michael Kahn, owner of MCR Labs in Framingham. Mr. Kahn explained that he wished to increase the lab's transport capability and asked if he could use a company called Stalk and Beans to transport marijuana. At that time, I had never heard of Stalk and Beans, and asked Mr. Kahn for more information about them. He stated that it was "two guys" with a vehicle that transport marijuana. I checked the cannabis portal and found no record of this company. Seeing that Stalk and Beans did not have a transportation license issued by the Commission, I denied Mr. Kahn's request.

Stalk and Beans operates a website, <https://www.stalkandbeans.com/>. While the website uses the word "dispensary" to describe marijuana businesses, the website shows that the company also offers consultation services for growing cannabis and web services for cannabis businesses. Under the transportation page of the website, prices for transporting cannabis are listed. The website also features many images of cannabis, but does not verify that a person entering the website is at least 21 years old to comply with 935 CMR 500.105(b)13. Stalk and Beans also has a LinkedIn page at <https://www.linkedin.com/company/stalk-beans>. It is evident from its LinkedIn page that Stalk and Beans intends to perform services beyond delivery services for medical marijuana dispensaries.

Based on its business model and plans, Stalk and Beans should complete its application for a Transportation license to ensure that it is operating legally and in compliance with regulations.

Massachusetts Cannabis Control Commission
101 Federal Street, 13th Floor, Boston, MA 02110
(617) 701-8400 (office) | mass-cannabis-control.com



Exhibit B: DOI letters to Stalk & Beans approving medical transportation under GRI



February 26, 2019

Stalk and Beans
5 Appleton Road
Natick MA 01760

Dear Mr. Knox:

Your request to use your company's vehicle, a 2018 Dodge Ram van bearing Massachusetts registration T28715 for use for transporting medical marijuana and marijuana products for Garden Remedies, Inc. has been approved by the Commission. Please remember that your vehicle is subject to periodic and unannounced inspections by Commission staff to ensure compliance with regulations.

I encourage you to complete your application for a Transportation license from the Commission so that you may transport marijuana and marijuana products for the adult use market.

Sincerely,

Patrick W. Beyea
Director of Investigations
Cannabis Control Commission



(617) 701-8400 | MassCannabisControl.Com | CannabisCommission@State.MA.US





March 25, 2019

Stalk and Beans
5 Appleton Road
Natick MA 01760

Dear Mr. Knox:

Your request to use your company's vehicle, a 2018 Dodge Ram Promaster 1500 van bearing Massachusetts registration V21679 for use for transporting medical marijuana and marijuana products for Garden Remedies, Inc. has been approved by the Commission. Please remember that your vehicle is subject to periodic and unannounced inspections by Commission staff to ensure compliance with regulations.

I encourage you to complete your application for a Transportation license from the Commission so that you may transport marijuana and marijuana products for the adult use market.

Sincerely,

Patrick W. Beyea
Director of Investigations
Cannabis Control Commission



(617) 701-8400 | MassCannabisControl.Com | CannabisCommission@State.MA.US



Exhibit C-1: DOI and EK emails regarding Sira vehicle inspections

From: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Sent: Thursday, September 19, 2019 7:36 PM
To: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Subject: Re: New transportation vehicle at SIRA Naturals

Thanks Erin!

Sent from my iPhone

On Sep 19, 2019, at 6:15 PM, Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov> wrote:

Hi Patrick,
I've attached the MOC for the vehicle inspection I conducted with Mike Boyle at Sira Naturals yesterday. As I mentioned earlier today, it is a Stalk and Beans vehicle that is being leased to Sira. Based on documentation I saw in the inspections folder as well as Mike Morini's write-up from an inspection he conducted earlier in 2019, I believe it is the same vehicle that was previously approved to be used for transporting medical marijuana produced by Garden Remedies, Inc.

Please let me know if you would like additional information. I will be out of the office tomorrow for my grandfather's memorial service.

Thanks,
Erin

The Medical Use of Marijuana Program has moved! As of June 10, the Medical Use of Marijuana Program has relocated to [101 Federal Street, 13th Floor, Boston, MA 02110](#). As a reminder, staff cannot accommodate walk-in visitors.

<image001.png>

Erin Kelly
Compliance Officer II
Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110



C: (857) 332-2269
www.MassCannabisControl.com

Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66 §10 and G.L. c.4 §7 c.l. 26. In other words, generally consider email correspondence with me to be public.

From: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Sent: Monday, September 16, 2019 3:39 PM
To: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Subject: RE: New transportation vehicle at SIRA Naturals

CO's can only do medical inspections – Yaw and the XD's rule - Investigators can do either AU or Medical, so please write the MOC for the vehicle since you will be an Investigator soon.

Thanks!

Patrick

From: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Sent: Monday, September 16, 2019 3:36 PM
To: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Subject: RE: New transportation vehicle at SIRA Naturals

Hi Patrick,
Yes, we can inspect their 3rd transport vehicle. Would you like me to write up the MOC for it or Deb? I don't mind doing it, but she is the assigned CO.

Thanks,
Erin

From: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Sent: Monday, September 16, 2019 3:34 PM
To: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Subject: New transportation vehicle at SIRA Naturals

2

Hi Erin,

When you go to SIRA Naturals on Wednesday, can you inspect a new transportation vehicle they want to put in service as their 3rd transport vehicle? It will be used for both adult use and medical transportation.

Thanks!

Patrick

<Stalk & Beans_Sira Naturals_Vehicle Inspection MOC_091919.pdf>



Exhibit C-2: DOI email approving Stalk & Beans vehicles for use by Sira

From: Erin Kelly
Sent: Thursday, December 19, 2019 4:42 PM
To: Matthew Knox
Subject: FW: New Vehicle Inspection Request

Mr. Knox,
Please see the email below from Patrick Beyea.

Thanks,
Erin

We've relocated to a new office and changed our contact information! Please update your records with my new details.

Erin Kelly
Investigator
Cannabis Control Commission
Union Station
2 Washington Square,
Worcester, MA 01604
(C) 857.332.2269 | Erin.Kelly@CCCMass.com

We anticipate that all Commission emails will be phased to our new domain, @CCCMass.Com, between November 15th and December 16th. Emails sent to the @Mass.Gov domain will not be received after 1/15/2020.

From: Patrick Beyea <Patrick.Beyea@cccmass.com>
Sent: Thursday, December 19, 2019 4:34 PM
To: Erin Kelly <Erin.Kelly@cccmass.com>
Subject: RE: New Vehicle Inspection Request



Thanks Erin! We've been having trouble getting approval letters for vehicles out quickly due to technology and other issues since our move to Union Station. If you wouldn't mind letting Mr. Knox know he can go ahead and use the vehicle and he should get an approval letter signed by our Executive Director by the end of the month. If he wants something in writing you can forward him this email.

Thanks!

1



Patrick W. Beyea, CPP
Director of Investigations
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
C: (857) 324-9437
www.MassCannabisControl.com



From: Patrick Beyea <Patrick.Beyea@cccmass.com>
Sent: Monday, December 16, 2019 1:23 PM
To: Matthew Knox <mknex@stalkandbeans.com>
Cc: Erin Kelly <Erin.Kelly@cccmass.com>
Subject: RE: New Vehicle Inspection Request

Dear Mr. Knox,

I am cc'ing my Investigator Erin Kelly on this reply. She will coordinate a time for you to bring the vehicle to our new Headquarters in Worcester for an inspection. Thanks and Have a great holiday!



Patrick W. Beyea, CPP
Director of Investigations
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
C: (857) 324-9437
www.MassCannabisControl.com



[Mail for Windows 10](#)

From: [Matthew Knox](#)
Sent: Monday, December 16, 2019 10:40 AM
To: [Cannabis Inspections \(CNB\)](#)
Cc: [Beyea, Patrick \(CNB\)](#)
Subject: RE: New Vehicle Inspection Request

Hey Patrick,

I just wanted to check in on this now that I'm back in town to see if I can bring the truck to you all at a convenient time this week maybe?

2



Thanks,
Matt

Matthew Knox | COO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 717.756.4636 | miknox@stalkandbeans.com



From: Matthew Knox
Sent: Tuesday, December 10, 2019 4:30 PM
To: Cannabis Inspections (CNB) <CannabisInspections@mass.gov>
Cc: Beyea, Patrick (CNB) <patrick.beyea@state.ma.us>
Subject: New Vehicle Inspection Request

Hey there,

I am in Vegas this week for MJBiz, but I was wondering if we could bring you our newest vehicle to get inspected for use with Sira next week when I am back? The Make and Model is identical to our last inspected vehicle and the internal buildout is almost identical with two night vision cameras in the back instead of one. I can meet you wherever is easiest for you all just let me know.

Thanks,
Matt

Matthew Knox | COO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 717.756.4636 | miknox@stalkandbeans.com



[illegible]



METRC®
MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000148719	Date Created	6/29/2020 3:07 PM
Originating Entity	I.N.S.A., Inc.	For Agency Use Only	
Originating License Number	MP281426		
Address of Originating Entity	122 Pleasant Street Suite 144 Easthampton, MA 01027		
Phone No. of Originating Entity	413-206-6339		
1. Destination	Sanctuary Medicinals, Inc.	Destination Phone No.	603-401-7813
Destination License Number	MP281405	Date and Approx. Time of Departure	7/1/2020 8:04 AM
Address of Destination	234 Taylor Street Littleton, MA 01460	Date and Approx. Time of Arrival	7/1/2020 5:04 PM
		Date/Time Received	7/1/2020 11:49 AM
Route to be Traveled Randomized Route		Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Victor Juri	Employee ID of Driver	B125834
State Driver's License No.	S53178338	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Promaster 1500 (SB3) V57880		
1. Package Accepted	Production Batch No.	Item Name	Quantity
1A40A030000012E000007446 Lab Test: TestPassed	200324.CT-MIP-2	FB-Cannatonic (CBD)-MIP Bulk (Buds)	Shp: 6710.0000 g Rcv: 6710.0000 g
Item Details	Strain: Cannatonic		
Source Harvest(s)	200324.CT		
Source Package(s)	1A40A030000012E000007444		
2. Package Accepted	Production Batch No.	Item Name	Quantity
1A40A030000012E000007447 Lab Test: TestPassed	200324.CT-MIP-3	FB-Cannatonic (CBD)-MIP Bulk (Buds)	Shp: 6721.0000 g Rcv: 6721.0000 g
Item Details	Strain: Cannatonic		
Source Harvest(s)	200324.CT		
Source Package(s)	1A40A030000012E000007444		
3. Package Accepted	Production Batch No.	Item Name	Quantity
1A40A030000012E000007449 Lab Test: TestPassed	200324.CT-MIP-5	FB-Cannatonic (CBD)-MIP Bulk (Buds)	Shp: 6509.0000 g Rcv: 6509.0000 g
Item Details	Strain: Cannatonic		
Source Harvest(s)	200324.CT		
Source Package(s)	1A40A030000012E000007444		



Exhibit D-2: Sira approval email for 7/1/20 INSA transfer

From: [Knowles, Spencer](#)
To: [Victor Juri](#)
Subject: Re: Insa

OK

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
M: 508.564.2651

Sent from my WeedPhone

On Jun 30, 2020, at 12:27 PM, Victor Juri <vjuri@stalkandbeans.com> wrote:

This email was sent from outside the organization.

I only had 2 Agents one guy left. We are processing another agent now but don't have approval yet.

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Book A Meeting: [https://meetings.hubspot.com/vjuri?](https://meetings.hubspot.com/vjuri?_ga=2.163156731.695741901.1526435124-1006442196.1526435124)
[_ga=2.163156731.695741901.1526435124-1006442196.1526435124](https://meetings.hubspot.com/vjuri?_ga=2.163156731.695741901.1526435124-1006442196.1526435124)

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Tuesday, June 30, 2020 12:26:00 PM
To: Victor Juri <vjuri@stalkandbeans.com>
Subject: RE: Insa

I thought you were agents of theirs?

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
508.564.2651 Mobile
<[image002.jpg](#)>

From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Tuesday, June 30, 2020 12:23 PM



To: Knowles, Spencer <SKnowles@siranaturals.org>

Subject: Insa

This email was sent from outside the organization.

Hey Spencer,

Insa requested help in doing a transport tomorrow to Salem and Thursday to Springfield. He may add another stop but he does not have details yet. Can I have approval to help them out?

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.

5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com

M: 781.771.1108 | vjuri@stalkandbeans.com

Book A Meeting: [https://meetings.hubspot.com/vjuri?](https://meetings.hubspot.com/vjuri?ga=2.163156731.695741901.1526435124-1006442196.1526435124)

[_ga=2.163156731.695741901.1526435124-1006442196.1526435124](https://meetings.hubspot.com/vjuri?ga=2.163156731.695741901.1526435124-1006442196.1526435124)



Exhibit D-3: S&B Invoice and Manifest for Canna Provisions / Verb is Herb



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000136701	Date Created	6/19/2020 6:57 PM
Originating Entity	The Verb is Herb, LLC.	For Agency Use Only	
Originating License Number	MR281637		
Address of Originating Entity	74 Cottage St Easthampton, MA 01027		
Phone No. of Originating Entity	860-803-3675		
1. Destination	Canna Provisions Inc	Destination Phone No.	303-981-2453
Destination License Number	MR281778	Date and Approx. Time of Departure	6/20/2020 12:00 PM
Address of Destination	380 Dwight Street Holyoke, MA 01040	Date and Approx. Time of Arrival	6/20/2020 5:00 PM
		Date/Time Received	6/20/2020 2:55 PM
Route to be Traveled Randomized Route		Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-833-2077			
Name of Person Transporting	Agustin LaRoza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 (SBA) V57880		
1. Package Accepted	Production Batch No.	Item Name	Quantity
1A40A0300000002000007540 Lab Test: TestPassed		Maple Tincture 110mL (Infused (edible))	Shp: 20.0000 ea Rcv: 20.0000 ea
Item Details			
Source Harvest(s)	03/05/19 BOG F5, 03/05/19 GDP F5, 03/05/19 JH F5, 03/05/19 TC F5, BD 5/15/19 F2, BD 5/2/19 F6, BOG F3 3/11/19, CHOG 05/08/19 F3, CHOG 4/24/19 F1, CHOG 5/15/19 F2, CHOG 5/22/19, CHOG 5/3/19 F6, CHOG 5/30/19 F4, CHOG 6/26/19 F1, CHOG 6/5/19 F7, CHOG 7/17/19 F2, CHOG 7/31/19 F4, COG 7/24/19 F5, DDS 5/22/19 F5, P&C 8/7/19 F7, PP 05/08/19 F3, PP 5/3/19 F6, PP 6/26/19 F6, PP 7/24/19 F5, PP 7/31/19 F6, PP F3 3/11/19, SKW 5/2/19 F6, SKW 5/3/19 F6, SS 5/1/19 F6, SS 5/15/19 F2, SS 5/30/19 F4, SSODA 7/31/19 F4, TC 5/22/19 F5, TC 6/6/19 F7, TC 7/10/19 F3, Trop Cookies 4/24/19 F1		
Source Package(s)	1A40A0300000002000007354		
2. Package Accepted	Production Batch No.	Item Name	Quantity
1A40A0100000BBD000002205 Lab Test: TestPassed		Edible-R-5mg Sour Raspberry Fruit Chews-10pk (Infused (edible))	Shp: 150.0000 ea Rcv: 150.0000 ea
Item Details			
Source Harvest(s)	190422-SGS-F8C2, 190506-BD-F2C2, 190508-FADE-F3C2, 190508-XBJ-F3C2, 190509-AJSD-F3C2, 190509-UCH-F3C2, 190510-AYP-F3C2, 190510-CHEM-F3C2, 190510-MILK-F3C2, 190510-SDAC-F3C2, 190510-YETI-F3C2, 190513-PINE-F9C3, 190520-303-F1C3, 190520-BBM-F1C3, 190520-CXX-F1C3, 190520-GA-F1C3, 190520-GG4-F1C3, 190520-GSCFC-F1C3, 190520-LAKG-F1C3, 190520-PAOG-F1C3, 190520-WMG-F1C3, 190520-WP-F1C3, 190520-ZCXDF-F1C3, 190521-PAOG-F1C3, 190522-HPD-F1C3, 190522-KOF-F1C3, 190522-WEDD-F1C3, 190523-JILLY-F7C3T1, 190523-JILLY-F7C3T2, 190523-JILLY-F7C3T2 (20), 190523-JILLY-F7C3T3, 190523-JILLY-F7C3T3 (20), 190529-BLRH-F4C3, 190530-BLRH-F4C3T3, 190503-BULL-F7C3T4		
Source Package(s)	1A40A0100000BBD000004485		



Exhibit D-4: Sira approval email for 6/20/20 Canna Provisions / Verb is Herb transfer

From: [Knowles, Spencer](#)
To: [Victor Juri](#)
Subject: RE: Runs for tomorrow and Saturday

Both are good to go.

Thanks

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
508.564.2651 Mobile



From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Thursday, June 18, 2020 4:08 PM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: Runs for tomorrow and Saturday

This email was sent from outside the organization.

Hey Spencer,

I have a request for a run from Bask for tomorrow and one for Canna Provisions on Saturday.

Do I have approval for these?

FYI, I had a word with Bask they are accelerating the agent process. We should have everything ready to submit in the next few days.

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com



Exhibit E: 7/13/20 Sira email to S&B ending use of license for third-party transport

From: [Knowles, Spencer](#)
To: [Victor Juri](#)
Subject: 3rd Party Wholesale Deliveries

Hi Victor,

I wanted to give you as much notice as possible that effective at the end of July, I will not be able to approve any more 3rd party transfers unless they are specifically requested by Sira Naturals on behalf of our customers.

We will continue to use your wholesale services as needed and look forward to continuing our home delivery operations with you.

Thanks,

Spencer

Spencer Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
13 Commercial Way | Milford, MA 01757
508.564.2651 Mobile



Exhibit F-1: GRI AU transfer manifest showing product transport through Stalk & Beans



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000142027	Date Created	6/24/2020 11:17 AM
Originating Entity	Garden Remedies, Inc.	For Agency Use Only	
Originating License Number	RMD205-P		
Address of Originating Entity	307 Airport Rd Fitchburg, MA 1420 County: Worcester		
Phone No. of Originating Entity	617-235-7212		
1. Destination	Haverhill Stem LLC	Destination Phone No.	978-944-4126
Destination License Number	MR281327	Date and Approx. Time of Departure	6/25/2020 8:00 AM
Address of Destination	124 Washington Street Haverhill, MA 01832	Date and Approx. Time of Arrival	6/25/2020 8:00 PM
		Date/Time Received	6/25/20 9:00am
Route to be Traveled 307 Airport Rd Head northwest Turn right toward Airport Rd Turn left onto Airport Rd Turn left onto Benson St Turn left onto Water St Continue onto N Main St Continue straight to stay on N Main St Merge onto MA-2 E via the ramp to Concord/Boston Merge onto MA-2 E Take exit 40B to merge onto I-495 N Take exit 49 to merge onto River St Parts of this road may be closed at certain times or days Merge onto River St Pass by Enterprise Rent-A-Car (on the left in 1.9 mi) Continue onto Washington St Turn right Destination will be on the left 124 Washington St, Haverhill, MA 01832		Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	Garden Remedies, Inc.	No Layover Scheduled	
Transporter License Number	RMD205-P		
Address of Transporter	307 Airport Rd Fitchburg, MA 1420 County: Worcester		
Contact Phone No. for Inquiries: 617-235-7212			
Name of Person Transporting	Victor Juri	Employee ID of Driver	B129834
State Driver's License No.	S53178338	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Pro Master 1500 V21679		
Name of Person Transporting	Agustin LaRoza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Pro Master 1500 V21679		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0100000A2E000010269 Lab Test: TestPassed	B-796-F7H-1520	Sour Kosher - Pre-Roll - 1G (Raw Pre-Rolls)	Shp: 168.0000 g
Item Details			
Source Harvest(s)	Sour Kosher H107 796F7H 5-6-20		
Source Package(s)	1A40A0100000A2F000001520		

6/24/2020 11:17:25 AM -04:00

Page 1 of 2

Transfer Form (MA)
Metro® Form rev. 2019-08.2



Exhibit F-2: GRI Email confirming Stalk & Beans use for adult use product transfers

From: Taylor Schlacter <tschlacter@gardenremedies.com>
Sent: Friday, September 11, 2020 10:55 AM
To: Timothy Barwise <Timothy.Barwise@cccmass.com>
Cc: Jeffrey Herold <jeffreyh@gardenremedies.com>
Subject: RE: Marijuana Transportation RFI follow-up

Hey Tim,

No worries! I was on vacation, so playing some catch up on my own. Copying and pasting from below, my answers are in blue:

1. Yes, that is correct.

Is Stalk and Beans used for medical and adult use transfers?
Yes.

2. GRI leases one large and one small vehicle from S&B. GRI is doing home delivery and S&B is being used as a contractor for that purpose. S&B is treated just like any other agent or employee of GRI. Orders come into GRI and the Delivery agents will come to GRI to pick up orders and deliver them on behalf of GRI.

Are Stalk and Beans used for medical home deliveries consistently or only as needed?

Stalk and Beans are used for medical home delivery consistently.

Please let me know if you have any additional questions or requests for clarification.

Thanks, and happy Friday,

Taylor Schlacter
Compliance Manager
tschlacter@gardenremedies.com
774.249.0830



This message and any attachments are intended solely for the person to whom it is addressed and are private and confidential. This email communication may contain confidential information that may also be legally privileged and is therefore intended only for the use of the intended recipients to whom this communication is addressed. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized use, review, dissemination, distribution, copying, or downloading of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please notify Garden Remedies, Inc. by reply email immediately, delete the communication from your computer or other electronic device, and destroy all copies under your control, whether the copies are electronic or in hard copy.

From: Timothy Barwise <Timothy.Barwise@cccmass.com>
Sent: Thursday, September 10, 2020 4:36 PM
To: Taylor Schlacter <tschlacter@gardenremedies.com>
Cc: Jeffrey Herold <jeffreyh@gardenremedies.com>
Subject: RE: Marijuana Transportation RFI follow-up

Caution: This email came from outside Garden Remedies. Do not open any attachments or click on any links if you do not recognize the sender. Thank you.

Taylor thanks for the response – sorry I was in the field all day and didn't read it until now. Below I have a couple clarifying questions in red if you don't mind responding again.



Timothy Barwise
Investigator
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
Main Line: 774-415-0200

O: (774) 415-0460 | C: 857-260-5038



From: Taylor Schlacter <tschlacter@gardenremedies.com>
Sent: Wednesday, September 9, 2020 11:41 AM
To: Timothy Barwise <Timothy.Barwise@cccmass.com>
Cc: Jeffrey Herold <jeffreyh@gardenremedies.com>
Subject: RE: Marijuana Transportation RFI follow-up

Hi Tim,

To answer your questions from last week:

1. Yes, that is correct.

Is Stalk and Beans used for medical and adult use transfers?

2. GRI leases one large and one small vehicle from S&B. GRI is doing home delivery and S&B is being used as a contractor for that purpose. S&B is treated just like any other agent or employee of GRI. Orders come into GRI and the Delivery agents will come to GRI to pick up orders and deliver them on behalf of GRI.

Are Stalk and Beans used for medical home deliveries consistently or only as needed?

3. Stalk & Beans Agents were trained by Bartucca Consulting, arranged by Stalk & Beans.

Please let me know if you have any additional questions.

Thanks,

Taylor Schlacter
Compliance Manager
tschlacter@gardenremedies.com
774.249.0830



This message and any attachments are intended solely for the person to whom it is addressed and are private and confidential. This email communication may contain confidential information that may also be legally privileged and is therefore intended only for the use of the intended recipients to whom this communication is addressed. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized use, review, dissemination, distribution, copying, or downloading of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please notify Garden Remedies, Inc. by reply email immediately, delete the communication from your computer or other electronic device, and destroy all copies under your control, whether the copies are electronic or in hard copy.



From: Timothy Barwise <Timothy.Barwise@cccmaass.com>
Sent: Friday, September 4, 2020 11:59 AM
To: Taylor Schlacter <tschlacter@gardenremedies.com>
Cc: Jeffrey Herold <jeffrejh@gardenremedies.com>
Subject: Marijuana Transportation RFI follow-up

Caution: This email came from outside Garden Remedies. Do not open any attachments or click on any links if you do not recognize the sender. Thank you.

Hi Taylor,

I have a couple questions from my review of the RFI documents:

1. GRI contracts with Stalk and Beans for transport for GRI to GRI deliveries and GRI wholesale? Is this an ongoing arrangement?
2. It was noted that GRI has Stalk and Beans vehicles for MTC patient home deliveries. Is GRI actively doing MTC home deliveries, and if so is Stalk and Beans being used in the same manner as a delivery contractor? Ie – Their vehicles, their employees, registered under the applicable GRI license? If so, how is Stalk and Beans dispatched during these runs? Stalk and Beans isn't mentioned in the home delivery SOP's which is why I ask if and how they are being used for this purpose.
3. How was RVT completed for the Stalk and Beans employees? Was the training run through GRI?

Let me know when you're back next week – I just want to have a complete understanding.

Thanks and have a good Labor Day weekend.

▪ Tim



Timothy Barwise
Investigator
Cannabis Control Commission
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2 Washington Square
Worcester, MA 01604
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O: (774) 415-0460 | C: 857-260-5038
www.MassCannabisControl.com



MOC 9/3/20: MOC covering interview with Sira's Spencer Knowles



Memorandum Confidential

To: Yaw Gyebi, Chief of Investigations and Enforcement
Cc: Dan Huber, Investigations Manager
Colin Soper, Investigations Manager
Andrew Carter, Associate Enforcement Counsel
From: Timothy Barwise, Investigator
Date: September 3, 2020
Subject: Sira Naturals call regarding Stalk & Beans

Background:

On 8/28/20 Sira Naturals provided Inv. Barwise with documents regarding their relationship with Stalk & Beans, an unlicensed marijuana transporter. Inv. Barwise was able to discern from the documentation that Sira had some knowledge of Stalk & Beans performing third-party marijuana transportation for other licensees using Sira's license and status as Sira registered agents. Inv. Barwise contacted Spencer Knowles (Sira VP of Sales and Business Development) to arrange a discussion of the relationship between the two parties. Inv. McCarthy joined Inv. Barwise on the call on 9/3/20 at 1:00 PM.

Summary of information:

Knowles informed Inv. Barwise that Sira's relationship with S&B has gone through a few iterations since the summer of 2019. Initially, Sira sought approval from the CCC to use S&B vehicles to transport their product to other locations¹.

In May or June 2020, S&B requested Knowles' approval to provide third-party marijuana transportation to unaffiliated ME's under Sira's existing licensee transporter license. S&B has registered agents under that license. Knowles granted the approval on a case by case basis. S&B

¹ Enforcement staff inspected S&B owned vehicles in September and December 2019 and DOI Beyea relayed approval for S&B to use these vehicles for that purpose. The XD signed a written letter of approval to Sira in February 2020, with the incorrect vehicles listed. CO Brown is aware of this error and has sought a corrected letter.



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transported marijuana at least 19 times between June 3 and July 24, 2020 using Sira's product manufacturing license on the Metrc manifests. Knowles was unaware of this manifest error and recognized that it was improper. Sira had no role in manifesting these transfers.

S&B direct billed their clients for these transfers. In return, S&B provided Sira a discount on medical home delivery services that are currently ongoing. Sira received approval to perform medical home deliveries using S&B vehicles at some point in June or July 2020.

Knowles informed S&B at some point in July 2020 that they would no longer allow the usage of their license and agent registrations held by S&B employees for this type of activity. Knowles stated that he allowed S&B to do this as a favor to the industry that was in need of marijuana transportation services. Knowles stated that they are now partnering with Eagle Eyes Transport for some contract transportation and assisted with their PFLI by providing starting inventory to demonstrate Metrc competency.

Knowles was completely forthcoming and cooperative during this interview.

Recommendation:

Inv. Barwise believes that there are grounds to initiate enforcement action against Sira for allowing an unlicensed entity to use their license for transporting marijuana. According to Knowles characterization of events, S&B conducted business as an independent third-party marijuana transporter under the assumption that Sira had the power to confer their MX licensee privileges through a loose business arrangement and sharing of required security data. Sira did not direct S&B to conduct these activities on their behalf and was not a party to any agreements between S&B and the licensees they transported marijuana for².

Next Steps:

Inv. Barwise is consulting AEC Carter on formulating a regulatory determination request that covers the extent of the other activities discussed in this memo, including those formerly approved by the CCC.

A report on this investigation is forthcoming and actions are being tracked in MS Dynamics under record no. INV-2020-0000001019

² 935 CMR 500.105(13)(a)(3) "A licensed Marijuana Transporter may contract with a licensed Marijuana Establishment to transport that Licensee's Marijuana Products to other licensed Marijuana Establishments"



Memorandum

Confidential

To: Yaw Gyebi, Chief of Investigations and Enforcement
Cc: Dan Huber, Investigations Manager
Colin Soper, Investigations Manager
Andrew Carter, Associate Enforcement Counsel
From: Timothy Barwise, Investigator
Date: September 3, 2020
Subject: Sira Naturals call regarding Stalk & Beans

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² 935 CMR 500.105(13)(a)(3) "A licensed Marijuana Transporter may contract with a licensed Marijuana Establishment to transport that Licensee's Marijuana Products to other licensed Marijuana Establishments"



Guidance for Registered Marijuana Dispensaries Regarding Transportation of Marijuana

September 2, 2015

This document was issued originally by the Department of Public Health (DPH). As part of the transfer of the medical-use of marijuana program on or before December 31, 2018, the Commission adopted this document. We suggest that you remain current with the applicable medical-use marijuana laws, which include M.G.L. c. 94I and 935 CMR 501.000, and periodically check for revisions to this document before relying on its contents. Questions with regards to this document may be directed to CannabisCommission@Mass.gov.

Circular Letter: DHCQ-15-9-640

SUBJECT: Guidance for Registered Marijuana Dispensaries
Regarding Transportation of Marijuana

DATE: September 2, 2015

Cannabis Control Commission (Commission) regulations, 105 CMR 725.000 et seq. (Regulations), regulate the transportation of marijuana for medical use, including marijuana-infused products (MIPs). This guidance will address the permissible transportation of marijuana and MIPs by Registered Marijuana Dispensaries (RMD) and Dispensary Agents from an RMD location to any other permitted location (i.e. patient or caregiver residence, another RMD location, testing laboratory, waste destruction or disposal site). The purpose of this guidance is to ensure that transportation of marijuana and/or MIPs is done in a manner that minimizes the risk of diversion and other types of loss, as well as to ensure safety for patients, the public and Dispensary Agents. RMDs should confer with their attorneys regarding the limitations of the protections conferred by the Humanitarian Medical Use of Marijuana Act, Chapter 369 of the Acts of 2012 (Act), and the Regulations regarding transportation within the Commonwealth of Massachusetts.

I. Requirements for Transportation

I.A. GENERAL REQUIREMENTS

Marijuana or MIPs may only be transported by Dispensary Agents on behalf of an RMD:



- Between separately-owned RMDs in compliance with 725.105(B)(2);
- Between RMD sites owned by the same non-profit entity;
- Between an RMD and a testing laboratory;
- From the RMD to the destruction or disposal site; or
- From an RMD to the primary residences of registered qualifying patients or caregivers.

An RMD shall staff all transport vehicles with a minimum of two Dispensary Agents. At least one Dispensary Agent shall remain with the vehicle at all times that the vehicle contains marijuana or MIPs.

Prior to leaving the origination location, an RMD must weigh, inventory, and account for, on video, all marijuana to be transported.

Marijuana or MIPs must be packaged in sealed, labeled, and tamper-proof packaging prior to and during transportation.

In the case of an emergency stop, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.

An RMD shall ensure that all delivery times and routes are randomized.

Each Dispensary Agent shall carry his or her Commission -issued Program ID Card at all times when transporting marijuana or MIPs and shall produce it to Commission representatives or law enforcement officials upon request.

Where videotaping is required when weighing, inventorying, and accounting of marijuana before transportation or after receipt, the video must show each product being weighed, the weight, and the manifest.

An RMD must document and report any unusual discrepancy in weight or inventory to the Commission and local law enforcement within 24 hours.

An RMD shall report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, within 24 hours.

An RMD shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Any cash received from a qualifying patient or personal caregiver must be transported to an RMD immediately upon completion of the scheduled deliveries.

I.B. VEHICLES

A vehicle used for transporting marijuana or MIPs must:

- Be owned by, leased or rented to the RMD or a third party contracted by the RMD for transportation of marijuana or MIPs (no vehicles owned by an individual may be used in the transportation of marijuana or MIPs);
- Be properly registered, inspected and insured in the Commonwealth of Massachusetts and documentation of such maintained as records of the RMD to be made available to the Commission upon request;
- Be equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana and MIPs;
- Contain a global positioning system (GPS) monitoring device that is:
 - o not a mobile device that is easily removable;
 - o attached to the vehicle at all times that the vehicle contains marijuana or MIPs;
 - o monitored by the RMD during transport of marijuana or MIPs; and
 - o inspected by the Commission prior to initial transportation of marijuana or MIPs, or after any alteration to the locked storage compartment.

I.C. COMMUNICATIONS/TRACKING

During transit, an RMD shall ensure that:

- Marijuana or MIPs are transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana or MIPs;
- The storage compartment cannot be easily removed (for example, bolts, fittings, straps or other types of fasteners may not be easily accessible and not capable of being manipulated with commonly available tools);
- Marijuana or MIPs are not visible from outside the vehicle; and
- All product is transported in a vehicle that bears no markings indicating that the vehicle is being used to transport marijuana or MIPs and does not indicate the name of the RMD.

Each Dispensary Agent transporting marijuana or MIPs shall have access to a secure form of communication with personnel at the origination location at all times that the vehicle contains marijuana or MIPs.

Secure types of communication include, but are not limited to;

- 2 way digital or analog radio (UHF or VHF)
- Cellular phone
- Satellite Phone

Many factors must be taken into consideration when choosing a type of secure communication. These factors include, but are not limited to:

- Cellular signal coverage
- Transportation area
- Base capabilities
- Antenna coverage
- Frequency of transportation

Prior to, and immediately after leaving the origination location, the Dispensary Agents shall use the secure form of communication to contact the origination location to test communications and GPS operability.

If communications fail while en route to a delivery, the Dispensary Agents transporting marijuana or MIPs must return to the origination location until the communication system is operational.

The Dispensary Agents transporting marijuana or MIPs shall contact the origination location when stopping at and leaving any scheduled location.

The Dispensary Agents transporting marijuana or MIPs shall communicate with the origination location regularly (at least every 30 minutes) throughout the trip.

A Dispensary Agent at the origination location must log all official communications with Dispensary Agents transporting marijuana or MIPs.

If the GPS system fails while en route to a delivery, the Dispensary Agents transporting marijuana or MIPs must return to the origination location until the GPS system is operational.

The origination location must have a Dispensary Agent assigned to monitoring the GPS unit and secure form of communication.

II. Requirements for Third-Party Transportation Contractors

If an RMD contracts with an outside third party to transport or deliver marijuana, including a laboratory, the third-party contractor and its employees must comply with the Act, the Regulations, this guidance, and rules, regulations, policies and procedures of the RMD consistent with state law.

Any employee of a third-party contractor who will transport, deliver or handle any marijuana product for an RMD must be registered as a Dispensary Agent of that RMD.

All employees of the third-party contractor who apply to become Dispensary Agents, and the third-party contractors corporate entity must be in compliance with “Guidance for Registered Marijuana Dispensaries Regarding Background Checks”.

When transporting marijuana or MIPs, no other products, other than products sold at the dispensary in compliance with 725.105(N)(7), may be transported or stored in that vehicle.

If the third-party contractor is transporting marijuana or MIPs for more than one RMD at a time, the marijuana or MIPs for each RMD shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each RMD.

III. Requirements Between Locations

III.A. TRANSPORTATION BETWEEN RMDs

Transportation between RMDs includes transportation between the cultivation and dispensing sites of the same RMD, as well as, transportation from one RMD to a separately owned and operated RMD.

Any vehicle transporting marijuana shall travel directly to the destination RMD and shall not make any stops.

Within eight hours after arrival at the destination RMD, the destination RMD must re-weigh, re-inventory, and account for, on video, all marijuana and MIPs transported.

III.B. MANIFESTS FOR TRANSPORTATION BETWEEN RMDs

A manifest shall be filled out in duplicate with the original manifest remaining with the origination location and a copy kept with the Dispensary Agents during transportation, which shall be provided to the destination RMD upon arrival.

Prior to transport, the manifest shall be securely transmitted to the destination RMD by facsimile or email.

Upon arrival at the destination RMD, a Dispensary Agent at the destination RMD shall compare the manifest produced by the Dispensary Agents transporting marijuana or MIPs to the copy transmitted by facsimile or email. This manifest must, at a minimum, include:

- Origination RMD name, address, and registration number;
- Names and registration numbers of the Dispensary Agents transporting marijuana or MIPs;
- Name and registration number of Dispensary Agent preparing the manifest;

- Destination RMD name, address, and registration number;
- Description of the marijuana or MIPs being transported, including the weight and form or type of product;
- Mileage of transporting vehicle at departure from origination RMD and mileage upon arrival at destination RMD, as well as mileage upon return to origination RMD;
- Date and time of departure from origination RMD and arrival at destination RMD for each delivery;
- Signature lines for the Dispensary Agents transporting marijuana or MIPS;
- Signature line for the Dispensary Agent who receives the marijuana or MIPs;
- Weight and inventory before departure and upon receipt (Re-weighing and re-inventorying to be completed by Dispensary Agent at the destination RMD within eight hours of receipt);
- Date and time that the delivered products were re-weighed and re-inventoried; and
- Name of Dispensary Agent at the destination RMD that re-weighed and re-inventoried products.

III.C. Transportation for Home Delivery

For home delivery, each patient order must be packaged and labeled according to the Regulations at the origination location prior to transportation to the patient or caregiver's home.

To be eligible for home delivery of marijuana or MIPS, a qualifying patient or personal caregiver must first be verified by an RMD. If possible, the patient or caregiver shall go to an RMD and provide their Program ID Card and a valid form of identification. An RMD will then confirm the identity of the patient or personal caregiver and confirm that they have a valid certification, if a patient, and are registered with the Medical Use of Marijuana Program.

For home delivery, if a qualifying patient is unable to access an RMD, a Dispensary Agent may verify the identity of the patient, that they are registered with the Medical Use of Marijuana Program, and have a valid certification by meeting with the patient and viewing their Program ID Card and valid form of identification. The Dispensary Agent will then contact the RMD and confirm that the patient has a valid certification and is registered with the Medical Use of Marijuana Program. If home delivery is going to be made to a personal caregiver's primary address, the caregiver must first be verified at the RMD.

To purchase marijuana or MIPS through home delivery, a registered qualifying patient or personal caregiver must be able to produce a Program ID Card and the valid form of identification that they used to register with the Medical Use of Marijuana Program at the time of delivery. A patient must also have a valid certification at the time of delivery.

For home delivery, the qualifying patient or personal caregiver must sign a delivery receipt to confirm the receipt of marijuana or MIPS.

If there is any Marijuana or MIPs left in the vehicle upon the completion of the home deliveries, the Dispensary Agents delivering Marijuana or MIPs must immediately return to the origination location and re-weigh, re-inventory, and account for, on video, all marijuana or MIPs.

III.D. MANIFESTS FOR HOME DELIVERY

A home delivery manifest shall be filled out in duplicate with the original remaining with the RMD and a copy kept with the Dispensary Agents during transportation. This manifest must, at a minimum, include:

- RMD name, address, and registration number;
- Names and registration numbers of Dispensary Agents transporting marijuana or MIPs;
- Name and registration number of Dispensary Agent preparing the manifest;
- Patient or personal caregiver name, address and registration number;
- Description of marijuana or MIPs delivered to each address, including the weight, form or type of product, cost and the transaction number produced from the Medical Use of Marijuana Online System;
- Mileage of transporting vehicle at departure from origination location and mileage upon arrival at each home delivery destination, as well as mileage upon return to origination location; and
- Date and time of departure from origination location and arrival at receiving patient or caregiver's primary residence for each delivery.

III.E. MANIFEST FOR TRANSPORTATION TO DESTRUCTION OR DISPOSAL SITE

Manifests shall be filled out in duplicate form with the original remaining with an RMD and a copy sent with the Dispensary Agents transporting marijuana or MIPs to the destruction or disposal site, which shall be produced to a representative of the destruction or disposal site for signature acknowledging receipt.

Prior to transport, the manifest shall be securely transmitted to the destruction or disposal site by facsimile or email.

At the destruction or disposal site, the two Dispensary Agents transporting marijuana or MIPs must witness the destruction or disposal and sign the manifest. This manifest must, at a minimum, include:

- RMD name, address, and registration number;
- Names and registration numbers of Dispensary Agents transporting marijuana or MIPs;
- Name and registration number of Dispensary Agent preparing the manifest;
- Destruction or disposal site name and address;
- Description of marijuana or MIPs being transported, including the weight and form or type of product;

- Mileage of transporting vehicle at departure from origination location and mileage upon arrival at destruction or disposal site, as well as mileage upon return to origination location;
- Date and time of departure from RMD and arrival at destruction or disposal site;
- Date and time of destruction or disposal;
- Method of destruction or disposal; and
- Signature lines for the Dispensary Agents transporting marijuana or MIPs.

III.F. Manifest for Laboratory Testing

The laboratory site must be the laboratory that is identified to the Commission as the laboratory that has contracted with the RMD to perform testing on marijuana or MIPs.

Manifests shall be filled out in duplicate with the original remaining with the RMD and a copy sent with the Dispensary Agents to the laboratory, which shall be produced to a laboratory employee, who must also be a registered Dispensary Agent of the RMD, for signature acknowledging receipt.

Prior to transport, the manifest shall be securely transmitted to the laboratory by facsimile or email.

This manifest must, at a minimum, include:

- RMD name, address, and registration number;
- Names and registration numbers of Dispensary Agents transporting marijuana or MIPs;
- Name and registration number of Dispensary Agent preparing the manifest;
- Laboratory name and address;
- Detailed description of marijuana or MIPs samples being transported, including the weight and form or type of product;
- Mileage of transporting vehicle at departure from origination location and mileage upon arrival at laboratory, as well as mileage upon return to origination location;
- Date and time of departure from RMD and arrival at laboratory for each delivery;
- Signature lines for the Dispensary Agents transporting marijuana or MIPs; and
- Signature line for the laboratory Dispensary Agent at the laboratory who receives the marijuana or MIPs samples.

Prior to returning any marijuana or MIPs samples to the RMD, a laboratory Dispensary Agent must weigh and inventory the marijuana or MIPs samples to be transported and complete a manifest.

The returning manifest must, at a minimum, include:

- RMD name, address, and registration number;
- Name and registration numbers of Dispensary Agents transporting marijuana or MIPs;
- Name and registration number of Dispensary Agent preparing the manifest;
- Laboratory name and address;

- Description of marijuana or MIPs samples being transported, including the weight and form or type of product;
- Mileage of transporting vehicle at departure from laboratory and mileage upon return to origination location;
- Date and time of departure from laboratory and arrival at RMD for each delivery;
- Signature lines for the Dispensary Agents transporting marijuana or MIPs; and
- Signature line for the Dispensary Agent who receives the marijuana or MIPs samples at the RMD.

From: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Sent: Thursday, September 19, 2019 7:36 PM
To: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Subject: Re: New transportation vehicle at SIRA Naturals

Thanks Erin!

Sent from my iPhone

On Sep 19, 2019, at 6:15 PM, Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov> wrote:

Hi Patrick,
I've attached the MOC for the vehicle inspection I conducted with Mike Boyle at Sira Naturals yesterday. As I mentioned earlier today, it is a Stalk and Beans vehicle that is being leased to Sira. Based on documentation I saw in the inspections folder as well as Mike Morini's write-up from an inspection he conducted earlier in 2019, I believe it is the same vehicle that was previously approved to be used for transporting medical marijuana produced by Garden Remedies, Inc.

Please let me know if you would like additional information. I will be out of the office tomorrow for my grandfather's memorial service.

Thanks,
Erin

The Medical Use of Marijuana Program has moved! As of June 10, the Medical Use of Marijuana Program has relocated to [101 Federal Street, 13th Floor, Boston, MA 02110](#). As a reminder, staff cannot accommodate walk-in visitors.

<image001.png> **Erin Kelly**
Compliance Officer II
Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

C: (857) 332-2269
www.MassCannabisControl.com

Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66 §10 and G.L. c.4 §7 c.l. 26. In other words, generally consider email correspondence with me to be public.

From: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Sent: Monday, September 16, 2019 3:39 PM
To: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Subject: RE: New transportation vehicle at SIRA Naturals

CO's can only do medical inspections – Yaw and the XD's rule - Investigators can do either AU or Medical, so please write the MOC for the vehicle since you will be an Investigator soon.

Thanks!

Patrick

From: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Sent: Monday, September 16, 2019 3:36 PM
To: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Subject: RE: New transportation vehicle at SIRA Naturals

Hi Patrick,
Yes, we can inspect their 3rd transport vehicle. Would you like me to write up the MOC for it or Deb? I don't mind doing it, but she is the assigned CO.

Thanks,
Erin

From: Beyea, Patrick (CNB) <Patrick.Beyea@mass.gov>
Sent: Monday, September 16, 2019 3:34 PM
To: Kelly, Erin P. (CNB) <Erin.A.Kelly@mass.gov>
Subject: New transportation vehicle at SIRA Naturals

Hi Erin,

When you go to SIRA Naturals on Wednesday, can you inspect a new transportation vehicle they want to put in service as their 3rd transport vehicle? It will be used for both adult use and medical transportation.

Thanks!

Patrick

<Stalk & Beans_Sira Naturals_Vehicle Inspection MOC_091919.pdf>

From: Erin Kelly
Sent: Thursday, December 19, 2019 4:42 PM
To: Matthew Knox
Subject: FW: New Vehicle Inspection Request

Mr. Knox,
Please see the email below from Patrick Beyea.

Thanks,
Erin

We've relocated to a new office and changed our contact information! Please update your records with my new details.

Erin Kelly
Investigator
Cannabis Control Commission
Union Station
2 Washington Square,
Worcester, MA 01604
(C) 857.332.2269 | Erin.Kelly@CCCMass.com

We anticipate that all Commission emails will be phased to our new domain, @CCCMass.Com, between November 15th and December 16th. Emails sent to the @Mass.Gov domain will not be received after 1/15/2020.

From: Patrick Beyea <Patrick.Beyea@cccmass.com>
Sent: Thursday, December 19, 2019 4:34 PM
To: Erin Kelly <Erin.Kelly@cccmass.com>
Subject: RE: New Vehicle Inspection Request

Thanks Erin! We've been having trouble getting approval letters for vehicles out quickly due to technology and other issues since our move to Union Station. If you wouldn't mind letting Mr. Knox know he can go ahead and use the vehicle and he should get an approval letter signed by our Executive Director by the end of the month. If he wants something in writing you can forward him this email.

Thanks!

1

Patrick W. Beyea, CPP
Director of Investigations
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604



C: (857) 324-9437
www.MassCannabisControl.com



From: Patrick Beyea <Patrick.Beyea@cccmass.com>
Sent: Monday, December 16, 2019 1:23 PM
To: Matthew Knox <mknox@stalkandbeans.com>
Cc: Erin Kelly <Erin.Kelly@cccmass.com>
Subject: RE: New Vehicle Inspection Request

Dear Mr. Knox,

I am cc'ing my Investigator Erin Kelly on this reply. She will coordinate a time for you to bring the vehicle to our new Headquarters in Worcester for an inspection. Thanks and Have a great holiday!

Patrick W. Beyea, CPP
Director of Investigations
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604



C: (857) 324-9437
www.MassCannabisControl.com



[Mail](#) for Windows 10

From: [Matthew Knox](#)
Sent: Monday, December 16, 2019 10:40 AM
To: [Cannabis Inspections \(CNB\)](#)
Cc: [Beyea, Patrick \(CNB\)](#)
Subject: RE: New Vehicle Inspection Request

Hey Patrick,

I just wanted to check in on this now that I'm back in town to see if I can bring the truck to you all at a convenient time this week maybe?

2

Thanks,
Matt

Matthew Knox | COO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 717.756.4636 | mknex@stalkandbeans.com



From: Matthew Knox
Sent: Tuesday, December 10, 2019 4:30 PM
To: Cannabis Inspections (CNB <CannabisInspections@mass.gov>
Cc: Beyea, Patrick (CNB) <patrick.beyea@state.ma.us>
Subject: New Vehicle Inspection Request

Hey there,

I am in Vegas this week for MJBiz, but I was wondering if we could bring you our newest vehicle to get inspected for use with Sira next week when I am back? The Make and Model is identical to our last inspected vehicle and the internal buildout is almost identical with two night vision cameras in the back instead of one. I can meet you wherever is easiest for you all just let me know.

Thanks,
Matt

Matthew Knox | COO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 717.756.4636 | mknex@stalkandbeans.com





February 4, 2020

Michael Dundas
Sira Naturals Inc.
1 Industrial Road
Milford, MA 01757

RE: Vehicle Approval Review (Sira Naturals Inc., MC281252)

Dear Mr. Dundas:

The Cannabis Control Commission (Commission) has concluded our assessment of your vehicle approval request. The vehicles listed below have been evaluated for the purpose of transporting marijuana and marijuana products:

2018 Dodge Ram Promaster 2500 van bearing Massachusetts
registration V26234

2015 Ford Transit van bearing Massachusetts registration VV26233

The Commission has approved these vehicles for their intended purpose. Please remember that these vehicles are subject to periodic and unannounced inspections by Commission staff to ensure regulatory compliance.

Sincerely,

Shawn Collins
Executive Director



For Internal Use Only Memorandum of Contact

From: Debra Brown, Compliance Officer
Date: 6/8/2020
Subject: SIRA Naturals – Stalk and Beans

BASIS:

SIRA Naturals contracted with Stalk and Beans to be a transporter of product and participant in their home delivery program. Garden Remedies this past week submitted material for their home delivery program that includes Stalk and Beans vehicles. In reviewing the approvals of the Stalk and Beans vehicles it is noted that an approval letter from the Executive Director issued in February 2020 was issued with incorrect vehicles listed in the approval letter. Need to request a revised letter from the Executive Director with the correct vehicles listed.

ADDITIONAL INFORMATION:

Stalk and Beans received approval letter of their vehicle from Patrick Beyea on February 26, 2019. Two additional Stalk and Beans' vehicles were inspected by compliance investigators on behalf of SIRA Naturals on September 19, 2019 and December 19, 2019. An email from Patrick confirmed that they were allowed to use the vehicles. An approval letter issued from the Executive Director references different vehicles than those inspected.

ACTION REQUESTED

Request for approval letter for the vehicles inspected on September ,2019 and December , 2019.



Exhibit 1 MOC September 18, 2019 Inspection (In Stalk and Beans File)

Memorandum of Contact

Date of Inspection: Wednesday, September 18, 2019

Participants: Matthew Knox, Stalk and Beans, Inc. Jim Kingdon, Sira Naturals, Inc. Spencer Knowles, Sira Naturals, Inc. Erin Kelly, Compliance Officer Michael Boyle, Compliance Officer
Method of Contact: In Person

Location: Sira Naturals, Inc. 13 Commercial Way, Milford, MA 01757

Re: Stalk and Beans, Inc. Transportation Vehicle Inspection

On September 18, 2019, Cannabis Control Commission (CNB) Compliance Officers met with Matthew Knox, COO of Stalk and Beans, Inc., to inspect one of their transportation vehicles at Sira Naturals' (Sira) cultivation and product manufacturing facility in Milford, MA. The transportation vehicle is registered as a commercial vehicle to Stalk and Beans, Inc. and is insured by Pilgrim Insurance Company for a combined single limit of \$1,000,000 per accident (Exhibits A and B). The vehicle is being leased to Sira by Stalk and Beans, Inc. and a copy of the executed vehicle lease agreement was provided to CNB staff by Sira management (Exhibit C). The lease is dated as of September 6, 2019 and was signed by Jonathan Posnik, COO of Sira, on September 8, 2019 and by Mr. Knox on September 9, 2019. If approved, Spencer Knowles, Sira, stated that this vehicle will primarily be used to deliver Sira's adult-use cannabis products to Marijuana Establishments (ME) throughout Massachusetts who purchase wholesale from Sira, and it may occasionally be used to deliver medical use cannabis. Sira currently owns two transportation vehicles that were previously approved by the CNB and are primarily used for delivering cannabis product to their dispensaries in Cambridge, Needham, and Somerville, as well as to wholesale buyers.

The vehicle is a white, non-descript 2018 Dodge RAM ProMaster 1500 Van with MA license plate number V21679. A large, secure storage area equipped with doors and locks is installed in the cargo area and is accessible via the rear cargo and sliding doors. Bins containing product will be secured with tie down straps within the storage area. (Exhibit D, Photos 16). Additionally, the vehicle is outfitted with three interior cameras. One camera is installed in the cargo area and will capture cannabis product while being transported, and the other two cameras are installed under the rearview mirror and are positioned to capture the two transportation agents in the cabin and the street view. Mr. Knox stated that there are 256GB SD cards in the cameras to record all data. He said he removes the cards every Sunday and saves the data on an external hard drive.

Two registered agents will be with the vehicle at all times while product is being transported. Mr. Knowles stated that three employees of Stalk and Beans are registered Sira agents and they will serve as the drivers. The second transportation agent on each delivery will be a registered Sira inventory specialist from the Milford facility. When product is being



transported, random routes and times will be used, and all stops will be tracked on Sira's transportation manifest as well as on Stalk and Beans' internal Transportation Service Log (TSL); Mr. Knox stated that he provides a copy of the TSL to each client at the end of day. The vehicle is monitored by two GPS trackers for redundancy. One unit is installed under the hood and is hardwired, and the second unit is installed under the rearview mirror. Transportation agents will communicate with Stalk and Beans' dispatchers via their personal cell phones. The dispatcher will check-in with the transportation agents every thirty minutes and will call them anytime the vehicle is not moving, or the agents are not within camera view.

It should be noted that Stalk and Beans, Inc. received approval on February 26, 2019¹ to use a 2018 Dodge Ram van with MA registration V21679 for transporting medical cannabis and cannabis products for Garden Remedies, Inc. Based on the documentation, it appears that it is the same van that was recently leased to Sira.

Erin Kelly Compliance Officer II

Exhibit B – MOC 12/18/2019

Memorandum of Contact

Date of Inspection: Wednesday, December 18, 2019

Participants: Matthew Knox, Stalk and Beans, Inc. Erin Kelly, Investigator Armond Enos, Investigator
Method of Contact: In Person

Location: 225 Franklin Street, Worcester MA 01604

Re: Stalk and Beans, Inc. Transportation Vehicle Inspection

On December 18, 2019, Cannabis Control Commission (CNB) Investigators Erin Kelly and Armond Enos met with Matthew Knox, COO of Stalk and Beans, Inc., to inspect one of their transportation vehicles. The inspection took place in Worcester outside of Union Station.

The transportation vehicle is registered as a commercial vehicle to Stalk and Beans, Inc (Exhibit A). The registration is set to expire on December 31, 2019, but Stalk and Beans provided a letter issued by the Registry of Motor Vehicles on November 28, 2019 stating that the registration renewal was successfully processed (Exhibit B). The vehicle is insured as a commercial vehicle by Pilgrim Insurance Company through October 4, 2020.

The vehicle is being leased to Sira Naturals, Inc. (Sira) by Stalk and Beans, Inc. and a copy of the executed vehicle lease agreement was provided to CNB staff by Stalk and Beans (Exhibit C). If approved, the vehicle will be used to deliver Sira's medical and adult-use cannabis products to Marijuana Establishments (ME) throughout Massachusetts who purchase wholesale from Sira.



The vehicle is a white, non-descript 2019 Dodge RAM ProMaster 1500 Van with MA license plate number V57880. The cargo area is separated into two spaces, one of which is accessible by the rear door and one by the sliding door (Exhibit D, 1-6). The two cargo areas are outfitted with secure, locked storage compartments that are part of the vehicle. The doors used to access the compartments are equipped with keypad locks and the exterior van doors are further secured with slick locks.

There are three interior cameras in the vehicle. A night vision camera is installed in each of the two secure storage areas and a third camera is installed under the rearview mirror that is positioned to capture the two transportation agents in the cabin. Mr. Knox stated that there are SD cards in the cameras that record all data. The cards are removed from the cameras every Sunday and the data is uploaded on cloud storage.

2

The vehicle is monitored by two GPS trackers for redundancy using EYERIDE, which is a cloud-based monitoring software. Mr. Knox demonstrated how he can connect to EYERIDE on his cell phone through the wi-fi function, enabling him to live stream the cameras and track the vehicle. One GPS unit is installed under the hood and is hardwired, and the second unit is installed under the rearview mirror.

Two registered agents will always be with the vehicle while product is being transported. Mr. Knox stated that six employees of Stalk and Beans are registered Sira agents and they will serve as the transportation agents. When product is being transported, random routes and times will be used, and all stops will be tracked on Sira's transportation manifest as well as on Stalk and Beans' internal Transportation Service Log (TSL); Mr. Knox stated that he provides a copy of the TSL to each client at the end of day. Transportation agents will communicate with Stalk and Beans' dispatchers via their personal cell phones. The dispatcher will check-in with the transportation agents every thirty minutes and will also monitor movement by live streaming camera footage.

Erin Kelly Investigator

Exhibit C – Email authorizing use

From: Patrick Beyea <Patrick.Beyea@cccmass.com>

Sent: Thursday, December 19, 2019 4:34 PM

To: Erin Kelly <Erin.Kelly@cccmass.com>

Subject: RE: New Vehicle Inspection Request

Thanks Erin! We've been having trouble getting approval letters for vehicles out quickly due to technology and other issues since our move to Union Station. If you wouldn't mind letting Mr. Knox know he can go ahead and use the vehicle and he should get an approval letter signed by our Executive Director by the end of the month. If he wants something in writing you can forward him this email.



Thanks!

Patrick W. Beyea, CPP
Director of Investigations
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604



C: (857) 324-9437
www.MassCannabisControl.com



Exhibit D - Approval Letter



MTC HOME DELIVERY INSPECTION REPORT

MTC Name and License #:	Sira Naturals, Inc. MTC 245R
Address:	13 Commercial Way, Milford, MA
Vehicles:	See Exhibit A – List of Vehicles
Date of Inspection(s):	March 25 and 26, 2020
Report of:	Debra Brown

1. On March 16, 2020, the above-captioned Medical Marijuana Treatment Center (“MTC”), submitted a request to commence home delivery operations to registered qualifying patients.
2. The MTC submitted the following documentation in support of its request to commence home delivery operations:
 - a. Standard Operating Procedures pursuant to 935 CMR 501.145: Home Delivery; 501.140 Additional Operational Requirements for Patient Sales; 935 501.110(7): Cash Handling and Transportation Requirement and 501.110(8): Security Requirements for MTC Home Delivery Operations.
 - b. Agreements with Third—Party Technology Platforms pursuant to 935 CMR 501.145(1)(d), if applicable;
 - c. Hours of operations and geographic coverage for deliveries;
 - d. Documentation regarding alarm and GPS systems; and
 - e. Vehicle registrations and insurance policies for each vehicle.
3. The MTC has 4 approved vehicles owned by MTC and 2 approved vehicles leased by MTC from Stalk and Beans. MTC is requesting permission to deploy the MTC’s fleet of vehicles to make home deliveries to patients in Phase 1 – out of the Somerville dispensary to approved areas around Somerville. The MTC’s hours of operation in these geographic areas will be determined as authorized by local cities and towns.
4. The MTC previously received approval to operate 6 vehicles for transport / delivery of wholesale products and deliveries to their MTC dispensaries. (See attached Exhibit A). The MTC seeks approval to utilize these existing vehicles for Patient Delivery.



5. On March 25 and 26, 2020, the Medical use of Marijuana Program compliance staff conducted a review of the standard operating procedures (“SOPs”) submitted with the inspection request.
6. Compliance staff observed that the MTC met all requirements of the request for home delivery operations, specifically that:
 - a. The SOPs demonstrated the MTC’s compliance with 935 CMR 501.140 for processing patient sales transactions prior to the home delivery.
 - b. The SOPs demonstrated MTC’s compliance with 935 CMR 501.145 as to all requirements for home delivery operations.
 - c. The vehicle(s) have been inspected to determine compliance with 935 CMR 501.110 security and cash-handling requirements for vehicles.
7. Based upon the observations of compliance staff during the review of the MTC home delivery program’s SOPs, the MTC appears in compliance with applicable regulations and is recommended for allowance of home delivery operations.

Compliance Officer Name (Lead Compliance Officer)	/Debra Brown/ (Signature)
--	------------------------------

Chief of Investigations and Enforcement Certification:

Yaw Gyebi, Jr. Wednesday, June 9, 2021

Executive Director Certification:

Shawn Collins Wednesday, June 9, 2021

EXHIBIT A



INFORMATION

Sira Naturals Delivery Vehicles

Year	Make	Model	License Plate	Registration Type	State
2016	Ford	Transit Connect	S91292	Commercial	Massachusetts
2016	Dodge	Pro Master City	T98216	Commercial	Massachusetts
2015	Ford	Transit Connect	V26233	Commercial	Massachusetts
2018	Dodge	Pro Master City	V26234	Commercial	Massachusetts

Stalk and Beans Delivery Vehicles

Year	Make	Model	License Plate	Registration Type	State
2018	Dodge	Pro Master 1500	V21679	Commercial	Massachusetts
2019	Dodge	Pro Master 1500	V57880	Commercial	Massachusetts

Home Delivery Zone 1 – Somerville Store (11am-6pm)

- Somerville, Medford, Cambridge, Arlington, Watertown, Malden, Brighton, Allston, Everett, Chelsea, Winthrop, Revere.





STALK & BEANS

cannabis solutions

Vehicle Lease Agreement



VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (this "Lease") is dated as of September 15th 2019, by and between Sira Naturals, Inc., a Massachusetts corporation having an address at 300 Trade Center, Ste 7700, Woburn, MA 01801 (the "Lessee"), and Stalk and Beans Inc., a Massachusetts corporation having an address at 5 Appleton Rd, Natick, MA 01760 (the "Lessor").

In consideration of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Vehicle Details

1. The Lessor desires to lease the vehicle described as a used 2018 White Dodge Ram Promaster 1500 Van, with vehicle identification number 3C6TRVAG8JE143421 (the "Vehicle") to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.
2. The Lessor owns the Vehicle that is the subject of this Lease.

Lease Cost Disclosure

3. The term of the Lease is 12 months (the "Term").
4. This Lease includes unlimited miles; provided, however, the Lessee will be required to pay additional fees for any miles used in excess of 140 miles per calendar month during the Term as provided herein.
5. The base monthly payment under this Lease is \$350.00 (the "Base Monthly Payment"). The first Base Monthly Payment will be due upon signing this Lease and the following Base Monthly Payments will continue each month on the same day of the month as the Lease is signed. If a Base Monthly Payment is due on the 29th, 30th, or 31st, then it is due on the last day of the month in a month that does not have a 29th, 30th, or 31st. For purposes of this Lease, the term "Lease Month" shall mean the one-month periods during the Term commencing on each day that Base Monthly Payment is due.
6. In addition to the Base Monthly Payment, the Lessee shall pay to Lessor an amount equal to \$3.0 for each mile (or portion thereof) in excess of 140 miles that the Vehicle is driven during each Lease Month during the Term (each, an "Additional Monthly Payment"). Each Additional Payment shall be made within 45 days of the end of the Lease Month for which such payment is due.



7. All payments under this Agreement shall be inclusive of any and all sales, use or other taxes, fees, or amounts, if any, imposed by any governmental authority relating to the lease of the Vehicle.
8. Monthly Payments may be made by check, money order, bank draft or pre-authorized payment. Warranties
9. The Vehicle is still subject to the manufacturer's warranty for approximately 1 year from the date this Lease is signed, the details of which warranty were provided at the time of signing.

Lessee Obligations

10. The Lessee shall be required to procure only such insurance as may be required by applicable law.
11. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, except for loss caused by and/or the responsibility of the Lessor, the Lessee will do the following:
 - a. keep the Vehicle free of encumbrances, such as fines and liens.
12. The parties agree that the Vehicle shall only be used in compliance with all laws, rules or governmental regulations, including without limitation 935 CMR 500.105(13).
13. During the Term of the Lease, the Lessor will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority.

Event Of Default

14. The Lessee will be in default under this Lease if:
 - a. the Lessee fails to make a Base Monthly Payment or any Additional Lease Payment on the due date therefor, and, after written notice from the Lessor, fails to make such payment(s) within seven (7) days of receipt of such written notice;
 - b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Vehicle;
 - d. the Lessee has intentionally misrepresented personal or financial information;
 - e. the Lessee is no longer living, if an individual, or ceases to exist as a business entity in good standing in its jurisdiction of organization;
 - f. the Vehicle is not returned at the end of the Term; or
 - g. the Lessee breaches any other material term of this Lease.



15. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.
16. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.

Returning the Vehicle

17. When the Lessee returns the Vehicle at the end of the Lease, the Lessee must pay any outstanding amounts due under this Lease.
18. The Lessee may return the Vehicle prior to the end of the Term upon mutual agreement of the parties. General Provisions
19. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
20. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.
21. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
22. All reasonable costs, expenses and expenditures including, and without limitation, reasonable legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
23. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.
24. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Massachusetts (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
25. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.



26. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
27. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
28. This Agreement shall be construed interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. Each of Lessor and Lessee irrevocably agrees that any legal action or proceeding arising out of or relating to this Lease or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined by the state courts located in Middlesex and/or Worcester Counties of the Commonwealth of Massachusetts and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each of the parties further agrees to accept service of process in any manner permitted by such court. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Lease or the transactions contemplated hereby: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process; (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) to the fullest extent permitted by Law, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.



IN WITNESS WHEREOF the Parties have executed this Lease as of the date first above written.

Lessor: Stalk & Beans, Inc.

Lessee: Sira Naturals, Inc.

Signature:

Signature:

Print Name: Victor Juri

Print Name: Spencer Knowles

Title: CEO

Title: VP Sales & Business Development

Date: September 15th 2019

Date:

ACKNOWLEDGEMENT BY LESSEE

By initialing below, Lessee hereby acknowledges and agrees that (i) this Lease is for the lease of the Vehicle and the Lessee is not buying the Vehicle (and will have no ownership interest therein), (ii) Lessee has read and understands the terms and conditions of this Lease and that all blank spaces were filled in prior to executing it, (iii) Lessee has received a copy of this Lease upon signing it and (iv) unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

Lessee's initials: SK

Memorandum of Contact

Date of Inspection: Wednesday, September 18, 2019

Participants: Matthew Knox, Stalk and Beans, Inc.
Jim Kingdon, Sira Naturals, Inc.
Spencer Knowles, Sira Naturals, Inc.
Erin Kelly, Compliance Officer
Michael Boyle, Compliance Officer

Method of Contact: In Person

Location: Sira Naturals, Inc. 13 Commercial Way, Milford, MA 01757

Re: Stalk and Beans, Inc. Transportation Vehicle Inspection

On September 18, 2019, Cannabis Control Commission (CNB) Compliance Officers met with Matthew Knox, COO of Stalk and Beans, Inc., to inspect one of their transportation vehicles at Sira Naturals' (Sira) cultivation and product manufacturing facility in Milford, MA. The transportation vehicle is registered as a commercial vehicle to Stalk and Beans, Inc. and is insured by Pilgrim Insurance Company for a combined single limit of \$1,000,000 per accident (Exhibits A and B). The vehicle is being leased to Sira by Stalk and Beans, Inc. and a copy of the executed vehicle lease agreement was provided to CNB staff by Sira management (Exhibit C). The lease is dated as of September 6, 2019 and was signed by Jonathan Posnik, COO of Sira, on September 8, 2019 and by Mr. Knox on September 9, 2019. If approved, Spencer Knowles, Sira, stated that this vehicle will primarily be used to deliver Sira's adult-use cannabis products to Marijuana Establishments (ME) throughout Massachusetts who purchase wholesale from Sira, and it may occasionally be used to deliver medical-use cannabis. Sira currently owns two transportation vehicles that were previously approved by the CNB and are primarily used for delivering cannabis product to their dispensaries in Cambridge, Needham, and Somerville, as well as to wholesale buyers.

The vehicle is a white, non-descript 2018 Dodge RAM ProMaster 1500 Van with MA license plate number V21679. A large, secure storage area equipped with doors and locks is installed in the cargo area and is accessible via the rear cargo and sliding doors. Bins containing product will be secured with tie down straps within the storage area. (Exhibit D, Photos 1-6). Additionally, the vehicle is outfitted with three interior cameras. One camera is installed in the cargo area and will capture cannabis product while being transported, and the other two cameras are installed under the rearview mirror and are positioned to capture the two transportation agents in the cabin and the street view. Mr. Knox stated that there are 256GB SD cards in the cameras to record all data. He said he removes the cards every Sunday and saves the data on an external hard drive.

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transported, random routes and times will be used, and all stops will be tracked on Sira's transportation manifest as well as on Stalk and Beans' internal Transportation Service Log (TSL); Mr. Knox stated that he provides a copy of the TSL to each client at the end of day. The vehicle is monitored by two GPS trackers for redundancy. One unit is installed under the hood and is hardwired, and the second unit is installed under the rearview mirror. Transportation agents will communicate with Stalk and Beans' dispatchers via their personal cell phones. The dispatcher will check-in with the transportation agents every thirty minutes and will call them anytime the vehicle is not moving, or the agents are not within camera view.


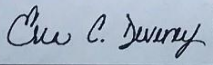
It should be noted that Stalk and Beans, Inc. received approval on February 26, 2019¹ to use a 2018 Dodge Ram van with MA registration V21679 for transporting medical cannabis and cannabis products for Garden Remedies, Inc. Based on the documentation, it appears that it is the same van that was recently leased to Sira.

Erin Kelly
Compliance Officer II

¹ The signed letter is saved in the Inspections folder on the G drive in a file labeled "Stalk and Beans."



Exhibit A: Registration

		<h1 style="margin: 0;">CERTIFICATE OF REGISTRATION</h1> <p style="margin: 0;">M.G.L. Chapter 90 Section 248 makes it a crime to alter this Certificate</p>				RMV Division						
PLATE TYPE CON	REGISTRATION NUMBER V21679	REGISTRATION TYPE COMMERCIAL	EFFECTIVE DATE 01/30/19	EXPIRES LAST DAY OF 12 MONTH 19 YEAR	TRANSACTION NUMBER 01903015840124							
MFIS MODEL YEAR 2018	MAKE RAM	MODEL PRO150	BODY STYLE/TYPE VAN	COLOR WHITE	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.					
VEHICLE IDENTIFICATION NUMBER 3C6TRVAG8JE143421		INSURANCE COMPANY PILGRIM INSURANCE		TITLE NUMBER		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER 009000						
RESIDENTIAL ADDRESS (IF DIFFERENT)												
NAME(S) OF OWNER(S) AND MAILING ADDRESS STALK AND BEANS INC 5 APPLETON RD NATICK, MA 01760												
					FEES							
					<table style="width: 100%;"> <tr> <td>REGISTRATION</td> <td style="text-align: right;">180.00</td> </tr> <tr> <td>TITLE</td> <td style="text-align: right;">75.00</td> </tr> <tr> <td>SPECIAL PLATES</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>SALES TAX</td> <td style="text-align: right;">2220.33</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">2475.33</td> </tr> </table>			REGISTRATION	180.00	TITLE	75.00	SPECIAL PLATES
REGISTRATION	180.00											
TITLE	75.00											
SPECIAL PLATES	0.00											
SALES TAX	2220.33											
TOTAL	2475.33											
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION <small>The records of the RMV database constitute the official status of the vehicle registration.</small>												
SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.				CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE								
Important Information for Vehicle Owners												
• Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place. • By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.				• Return the registration plates to the RMV immediately if: - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the <i>Bill of Sale</i> , <i>Title</i> , and completed <i>Reassignment of Title</i> for your records to document the transfer. - You move to another state and you register the vehicle in that state. - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.								
Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. All of the following must be met: 1. You are at least 18 years of age and you own the motor vehicle or trailer identified on this <i>Registration Certificate</i> ; 2. You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); 3. The newly acquired vehicle is of the same vehicle type (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the same registration type (passenger to passenger, commercial to commercial); and has the same number of wheels ; and, 4. The seller and buyer properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates up to 5:00 pm of the 7th calendar day following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you must carry the <i>Bill of Sale</i> (or the dealer's <i>Purchase Contract</i>) for the newly acquired vehicle and this Registration Certificate when operating the vehicle. See <i>FAQs About the Seven-Day Registration Transfer Law</i> on the RMV's website at www.mass.gov/rmv .												
No Insurance Card Required: Massachusetts's law does not require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this <i>Registration Certificate</i> , it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.												
Be first in line by going online at www.mass.gov/rmv												
Schedule a Road Test Renew Your Driver's License Renew Your Registration Pay Citations/Court Hearing Fee Replace Your Driver's License				Request a Duplicate Title Request a Duplicate Registration Change Your Address Cancel My Plate/Registration Order a Special Plate								
				NEED TO VISIT AN RMV OFFICE? SAVE TIME Complete Your Application Online!								
VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS												

SP13051T 08/2018



Exhibit B: Insurance Certificate



STAL&BE-01

BMCDONOUGH

DATE (MM/DD/YYYY)

9/17/2019

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Corcoran & Havlin Insurance Group
287 Linden Street
Wellesley, MA 02482

CONTACT NAME: Beth F McDonough, CIC

PHONE (A/C, No, Ext): (781) 235-3100 280

FAX (A/C, No): (781) 235-1622

E-MAIL ADDRESS: BMcdonough@chinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Pilgrim Insurance Company

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Stalk & Beans Inc.
5 Appleton Rd
Natick, MA 01760

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			CSC00001005942	10/4/2018	10/4/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2018 ProMaster Van VIN# ZFBERFAB9J6K66570
2018 Pro Master Van VIN# 3C6TRVAG8JE143421

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heose Dolerty III

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



Exhibit C: Vehicle Lease Agreement (4 pages)

DocuSign Envelope ID: 179E116B-F68B-46B2-8582-31B35E2CD194

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (this "Lease") is dated as of September 6th, 2019, by and between Sira Naturals, Inc., a Massachusetts corporation having an address at 300 Trade Center, Ste. 700, Woburn, MA 01801 (the "Lessee"), and Stalk and Beans Inc., a Massachusetts corporation having an address at 5 Appleton Rd, Natick, MA 01760 (the "Lessor").

In consideration of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Vehicle Details

1. The Lessor desires to lease the vehicle described as a used 2018 White Dodge Ram Promaster 1500 Van, with vehicle identification number 3C6TRVAG8JE143421 (the "Vehicle") to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.
2. The Lessor owns the Vehicle that is the subject of this Lease.

Lease Cost Disclosure

3. The term of the Lease is 12 months (the "Term").
4. This Lease includes unlimited miles; provided, however, the Lessee will be required to pay additional fees for any miles used in excess of 140 miles per calendar month during the Term as provided herein.
5. The base monthly payment under this Lease is \$350.00 (the "Base Monthly Payment"). The first Base Monthly Payment will be due upon signing this Lease and the following Base Monthly Payments will continue each month on the same day of the month as the Lease is signed. If a Base Monthly Payment is due on the 29th, 30th, or 31st, then it is due on the last day of the month in a month that does not have a 29th, 30th, or 31st. For purposes of this Lease, the term "Lease Month" shall mean the one-month periods during the Term commencing on each day that Base Monthly Payment is due.
6. In addition to the Base Monthly Payment, the Lessee shall pay to Lessor an amount equal to \$2.50 for each mile (or portion thereof) in excess of 140 miles that the Vehicle is driven during each Lease Month during the Term (each, an "Additional Monthly Payment"). Each Additional Payment shall be made within 45 days of the end of the Lease Month for which such payment is due.
7. All payments under this Agreement shall be inclusive of any and all sales, use or other taxes, fees, or amounts, if any, imposed by any governmental authority relating to the lease of the Vehicle.
8. Monthly Payments may be made by check, money order, bank draft or pre-authorized payment.

Warranties

9. The Vehicle is still subject to the manufacturer's warranty for approximately 1 year from the date this Lease is signed, the details of which warranty were provided at the time of signing.

Lessee Obligations

10. The Lessee shall be required to procure only such insurance as may be required by applicable law.



11. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, except for loss caused by and/or the responsibility of the Lessor, the Lessee will do the following:
 - a. keep the Vehicle free of encumbrances, such as fines and liens.
12. The parties agree that the Vehicle shall only be used in compliance with all laws, rules or governmental regulations, including without limitation 935 CMR 500.105(13).
13. During the Term of the Lease, the Lessor will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority.

Event Of Default

14. The Lessee will be in default under this Lease if:
 - a. the Lessee fails to make a Base Monthly Payment or any Additional Lease Payment on the due date therefor, and, after written notice from the Lessor, fails to make such payment(s) within seven (7) days of receipt of such written notice;
 - b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Vehicle;
 - d. the Lessee has intentionally misrepresented personal or financial information;
 - e. the Lessee is no longer living, if an individual, or ceases to exist as a business entity in good standing in its jurisdiction of organization;
 - f. the Vehicle is not returned at the end of the Term; or
 - g. the Lessee breaches any other material term of this Lease.
15. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.
16. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.

Returning the Vehicle

17. When the Lessee returns the Vehicle at the end of the Lease, the Lessee must pay any outstanding amounts due under this Lease.
18. The Lessee may return the Vehicle prior to the end of the Term upon mutual agreement of the parties.

General Provisions

19. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
20. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.



21. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
22. All reasonable costs, expenses and expenditures including, and without limitation, reasonable legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
23. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.
24. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Massachusetts (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
25. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
26. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
27. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
28. This Agreement shall be construed interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. Each of Lessor and Lessee irrevocably agrees that any legal action or proceeding arising out of or relating to this Lease or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined by the state courts located in Middlesex and/or Worcester Counties of the Commonwealth of Massachusetts and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each of the parties further agrees to accept service of process in any manner permitted by such court. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Lease or the transactions contemplated hereby: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process; (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) to the fullest extent permitted by Law, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts..



IN WITNESS WHEREOF the Parties have executed this Lease as of the date first above written.

LESSOR:

Stalk & Beans, Inc.

By: DocuSigned by: Matthew Knox
E50E434F805B47B...
Name: Matthew Knox
Title: COO
9/9/2019

LESSEE:

Sira Naturals, Inc.

By: DocuSigned by: Jonathan Posnik
E1BCEDD77A634E4...
Name: Jonathan Posnik
Title: COO
9/8/2019

ACKNOWLEDGEMENT BY LESSEE

By initialing below, Lessee hereby acknowledges and agrees that (i) this Lease is for the lease of the Vehicle and the Lessee is not buying the Vehicle (and will have no ownership interest therein), (ii) Lessee has read and understands the terms and conditions of this Lease and that all blank spaces were filled in prior to executing it, (iii) Lessee has received a copy of this Lease upon signing it and (iv) unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

Lessee's initials: JP



Exhibit D, 1-6: Interior and Exterior of Transportation Vehicle





STALK & BEANS

cannabis solutions

Vehicle Lease Agreement



VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (this "Lease") is dated as of September 15th 2019, by and between Sira Naturals, Inc., a Massachusetts corporation having an address at 300 Trade Center, Ste 7700, Woburn, MA 01801 (the "Lessee"), and Stalk and Beans Inc., a Massachusetts corporation having an address at 5 Appleton Rd, Natick, MA 01760 (the "Lessor").

In consideration of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Vehicle Details

1. The Lessor desires to lease the vehicle described as a used 2019 White Dodge Ram Promaster 1500 Van, with vehicle identification number 3C6TRVAG0KE541045 (the "Vehicle") to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.
2. The Lessor owns the Vehicle that is the subject of this Lease.

Lease Cost Disclosure

3. The term of the Lease is 12 months (the "Term").
4. This Lease includes unlimited miles; provided, however, the Lessee will be required to pay additional fees for any miles used in excess of 140 miles per calendar month during the Term as provided herein.
5. The base monthly payment under this Lease is \$350.00 (the "Base Monthly Payment"). The first Base Monthly Payment will be due upon signing this Lease and the following Base Monthly Payments will continue each month on the same day of the month as the Lease is signed. If a Base Monthly Payment is due on the 29th, 30th, or 31st, then it is due on the last day of the month in a month that does not have a 29th, 30th, or 31st. For purposes of this Lease, the term "Lease Month" shall mean the one-month periods during the Term commencing on each day that Base Monthly Payment is due.
6. In addition to the Base Monthly Payment, the Lessee shall pay to Lessor an amount equal to \$3.0 for each mile (or portion thereof) in excess of 140 miles that the Vehicle is driven during each Lease Month during the Term (each, an "Additional Monthly Payment"). Each Additional Payment shall be made within 45 days of the end of the Lease Month for which such payment is due.



7. All payments under this Agreement shall be inclusive of any and all sales, use or other taxes, fees, or amounts, if any, imposed by any governmental authority relating to the lease of the Vehicle.
8. Monthly Payments may be made by check, money order, bank draft or pre-authorized payment. Warranties
9. The Vehicle is still subject to the manufacturer's warranty for approximately 1 year from the date this Lease is signed, the details of which warranty were provided at the time of signing.

Lessee Obligations

10. The Lessee shall be required to procure only such insurance as may be required by applicable law.
11. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, except for loss caused by and/or the responsibility of the Lessor, the Lessee will do the following:
 - a. keep the Vehicle free of encumbrances, such as fines and liens.
12. The parties agree that the Vehicle shall only be used in compliance with all laws, rules or governmental regulations, including without limitation 935 CMR 500.105(13).
13. During the Term of the Lease, the Lessor will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority.

Event Of Default

14. The Lessee will be in default under this Lease if:
 - a. the Lessee fails to make a Base Monthly Payment or any Additional Lease Payment on the due date therefor, and, after written notice from the Lessor, fails to make such payment(s) within seven (7) days of receipt of such written notice;
 - b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Vehicle;
 - d. the Lessee has intentionally misrepresented personal or financial information;
 - e. the Lessee is no longer living, if an individual, or ceases to exist as a business entity in good standing in its jurisdiction of organization;
 - f. the Vehicle is not returned at the end of the Term; or
 - g. the Lessee breaches any other material term of this Lease.



15. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.
16. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.

Returning the Vehicle

17. When the Lessee returns the Vehicle at the end of the Lease, the Lessee must pay any outstanding amounts due under this Lease.
18. The Lessee may return the Vehicle prior to the end of the Term upon mutual agreement of the parties. General Provisions
19. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
20. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.
21. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
22. All reasonable costs, expenses and expenditures including, and without limitation, reasonable legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
23. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.
24. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Massachusetts (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
25. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.



26. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
27. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
28. This Agreement shall be construed interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. Each of Lessor and Lessee irrevocably agrees that any legal action or proceeding arising out of or relating to this Lease or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined by the state courts located in Middlesex and/or Worcester Counties of the Commonwealth of Massachusetts and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each of the parties further agrees to accept service of process in any manner permitted by such court. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Lease or the transactions contemplated hereby: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process; (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) to the fullest extent permitted by Law, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.



IN WITNESS WHEREOF the Parties have executed this Lease as of the date first above written.

Lessor: Stalk & Beans, Inc.

Lessee: Sira Naturals, Inc.

Signature:

Signature:

Print Name: Victor Juri

Print Name: Spencer Knowles

Title: CEO

Title: VP Sales & Business Development

Date: September 15th 2019

Date:

ACKNOWLEDGEMENT BY LESSEE

By initialing below, Lessee hereby acknowledges and agrees that (i) this Lease is for the lease of the Vehicle and the Lessee is not buying the Vehicle (and will have no ownership interest therein), (ii) Lessee has read and understands the terms and conditions of this Lease and that all blank spaces were filled in prior to executing it, (iii) Lessee has received a copy of this Lease upon signing it and (iv) unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

Lessee's initials: SK

Memorandum of Contact

Date of Inspection: Wednesday, December 18, 2019

Participants: Matthew Knox, Stalk and Beans, Inc.
Erin Kelly, Investigator
Armond Enos, Investigator

Method of Contact: In Person

Location: 225 Franklin Street, Worcester MA 01604

Re: Stalk and Beans, Inc. Transportation Vehicle Inspection

On December 18, 2019, Cannabis Control Commission (CNB) Investigators Erin Kelly and Armond Enos met with Matthew Knox, COO of Stalk and Beans, Inc., to inspect one of their transportation vehicles. The inspection took place in Worcester outside of Union Station.

The transportation vehicle is registered as a commercial vehicle to Stalk and Beans, Inc (Exhibit A). The registration is set to expire on December 31, 2019, but Stalk and Beans provided a letter issued by the Registry of Motor Vehicles on November 28, 2019 stating that the registration renewal was successfully processed (Exhibit B). The vehicle is insured as a commercial vehicle by Pilgrim Insurance Company through October 4, 2020.

The vehicle is being leased to Sira Naturals, Inc. (Sira) by Stalk and Beans, Inc. and a copy of the executed vehicle lease agreement was provided to CNB staff by Stalk and Beans (Exhibit C). If approved, the vehicle will be used to deliver Sira's medical and adult-use cannabis products to Marijuana Establishments (ME) throughout Massachusetts who purchase wholesale from Sira.

The vehicle is a white, non-descript 2019 Dodge RAM ProMaster 1500 Van with MA license plate number V57880. The cargo area is separated into two spaces, one of which is accessible by the rear door and one by the sliding door (Exhibit D, 1-6). The two cargo areas are outfitted with secure, locked storage compartments that are part of the vehicle. The doors used to access the compartments are equipped with keypad locks and the exterior van doors are further secured with slick locks.

There are three interior cameras in the vehicle. A night vision camera is installed in each of the two secure storage areas and a third camera is installed under the rearview mirror that is positioned to capture the two transportation agents in the cabin. Mr. Knox stated that there are SD cards in the cameras that record all data. The cards are removed from the cameras every Sunday and the data is uploaded on cloud storage.



The vehicle is monitored by two GPS trackers for redundancy using EYERIDE, which is a cloud-based monitoring software. Mr. Knox demonstrated how he can connect to EYERIDE on his cell phone through the wi-fi function, enabling him to live stream the cameras and track the vehicle. One GPS unit is installed under the hood and is hardwired, and the second unit is installed under the rearview mirror.

Two registered agents will always be with the vehicle while product is being transported. Mr. Knox stated that six employees of Stalk and Beans are registered Sira agents and they will serve as the transportation agents. When product is being transported, random routes and times will be used, and all stops will be tracked on Sira's transportation manifest as well as on Stalk and Beans' internal Transportation Service Log (TSL); Mr. Knox stated that he provides a copy of the TSL to each client at the end of day. Transportation agents will communicate with Stalk and Beans' dispatchers via their personal cell phones. The dispatcher will check-in with the transportation agents every thirty minutes and will also monitor movement by live streaming camera footage.

Erin Kelly
Investigator



Exhibit A: Registration



CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE CON		REGISTRATION TYPE Commercial		PLATE NUMBER V57880	EFFECTIVE DATE 22-Nov-2019	TITLE NUMBER EXPIRES ON 31-Dec-2019
MODEL YEAR 2019	MAKE RAM	MODEL PROMASTER	MODEL NUMBER 1500	BODY STYLE VAN	COLOR WHITE	VEHICLE IDENTIFICATION NUMBER 3C6TRVAG0KE541045
RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)						TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER 9000
GARAGE ADDRESS 5 APPLETON RD NATICK MA 01760						US DOT NUMBER FOR COMMERCIAL VEHICLE
MAILING ADDRESS (IF DIFFERENT THAN GARAGE ADDRESS) STALK AND BEANS INC 5 APPLETON RD NATICK MA 01760						INSURANCE COMPANY Plymouth Rock Assurance Corporation
LESSOR/CUSTODY OF						MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE
SPECIAL MESSAGE If this vehicle is newly acquired, it must be inspected within 7 days of registration.						CHANGE OF ADDRESS <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> MAILING <input type="checkbox"/> GARAGE

Important information for vehicle owners

- **Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- **Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit mass.gov/rmv to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- **No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at mass.gov/rmv for more information.
- **Cancel the registration plates if:**
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.



Exhibit B: Registration Renewal Letter

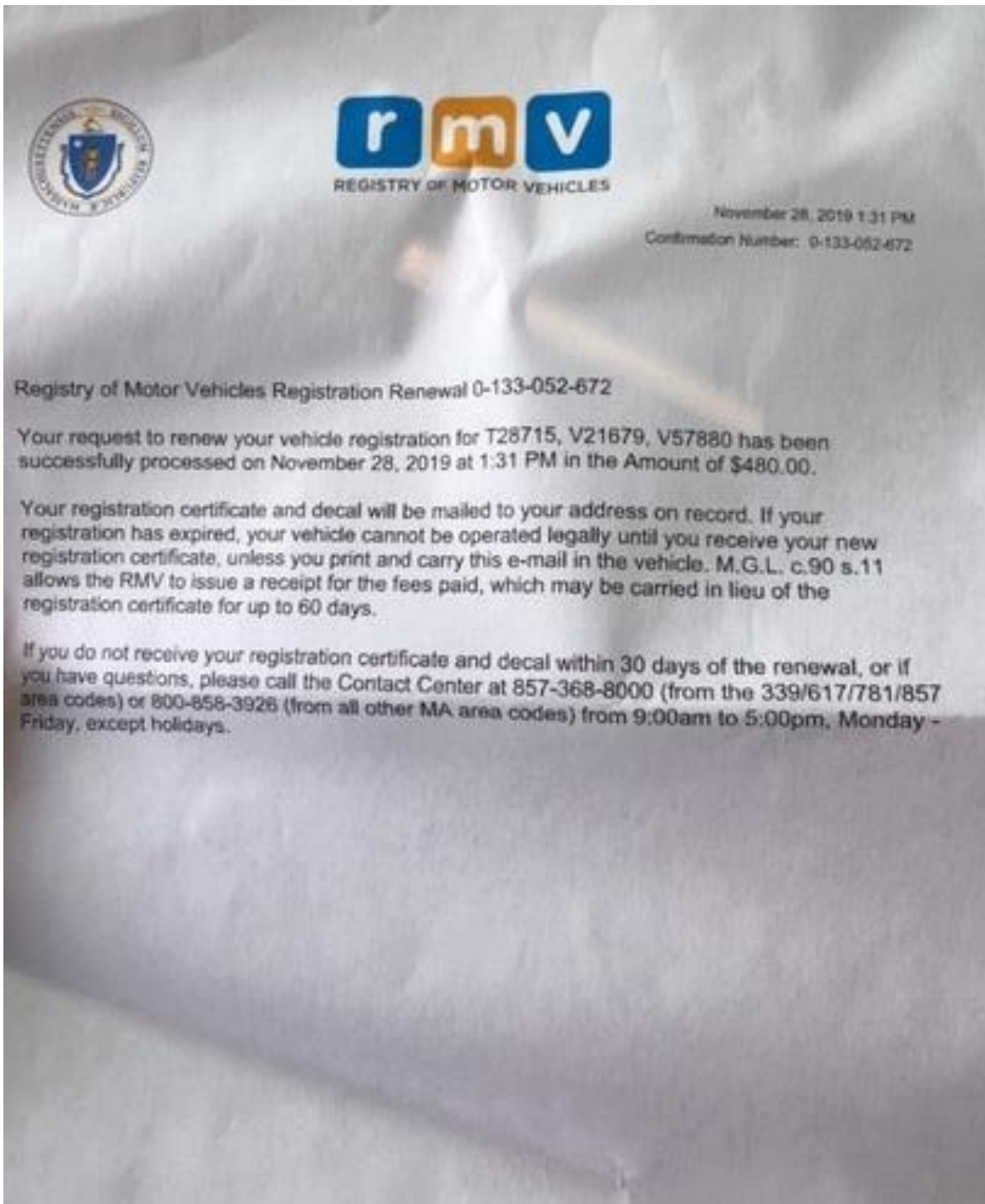


Exhibit C: Vehicle Leasing Agreement (4 pages)

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (this "Lease") is dated as of December 15th, 2019, by and between Sira Naturals, Inc., a Massachusetts corporation having an address at 300 Trade Center, Ste. 700, Woburn, MA 01801 (the "Lessee"), and Stalk and Beans Inc., a Massachusetts corporation having an address at 5 Appleton Rd, Natick, MA 01760 (the "Lessor").

In consideration of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Vehicle Details

1. The Lessor desires to lease the vehicle described as a used 2019 White Dodge Ram Promaster 1500 Van, with vehicle identification number 3C6TRVAG0KE541045 (the "Vehicle") to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.
2. The Lessor owns the Vehicle that is the subject of this Lease.

Lease Cost Disclosure

3. The term of the Lease is 12 months (the "Term").
4. This Lease includes unlimited miles; provided, however, the Lessee will be required to pay additional fees for any miles used in excess of 140 miles per calendar month during the Term as provided herein.
5. The base monthly payment under this Lease is \$350.00 (the "Base Monthly Payment"). The first Base Monthly Payment will be due upon signing this Lease and the following Base Monthly Payments will continue each month on the same day of the month as the Lease is signed. If a Base Monthly Payment is due on the 29th, 30th, or 31st, then it is due on the last day of the month in a month that does not have a 29th, 30th, or 31st. For purposes of this Lease, the term "Lease Month" shall mean the one-month periods during the Term commencing on each day that Base Monthly Payment is due.
6. In addition to the Base Monthly Payment, the Lessee shall pay to Lessor an amount equal to \$2.50 for each mile (or portion thereof) in excess of 140 miles that the Vehicle is driven during each Lease Month during the Term (each, an "Additional Monthly Payment"). Each Additional Payment shall be made within 45 days of the end of the Lease Month for which such payment is due.
7. All payments under this Agreement shall be inclusive of any and all sales, use or other taxes, fees, or amounts, if any, imposed by any governmental authority relating to the lease of the Vehicle.
8. Monthly Payments may be made by check, money order, bank draft or pre-authorized payment.

Warranties

9. The Vehicle is still subject to the manufacturer's warranty for approximately 1 year from the date this Lease is signed, the details of which warranty were provided at the time of signing.

Lessee Obligations

10. The Lessee shall be required to procure only such insurance as may be required by applicable law.



11. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, except for loss caused by and/or the responsibility of the Lessor, the Lessee will do the following:
 - a. keep the Vehicle free of encumbrances, such as fines and liens.
12. The parties agree that the Vehicle shall only be used in compliance with all laws, rules or governmental regulations, including without limitation 935 CMR 500.105(13).
13. During the Term of the Lease, the Lessor will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority.

Event Of Default

14. The Lessee will be in default under this Lease if:
 - a. the Lessee fails to make a Base Monthly Payment or any Additional Lease Payment on the due date therefor, and, after written notice from the Lessor, fails to make such payment(s) within seven (7) days of receipt of such written notice;
 - b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Vehicle;
 - d. the Lessee has intentionally misrepresented personal or financial information;
 - e. the Lessee is no longer living, if an individual, or ceases to exist as a business entity in good standing in its jurisdiction of organization;
 - f. the Vehicle is not returned at the end of the Term; or
 - g. the Lessee breaches any other material term of this Lease.
15. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.
16. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.

Returning the Vehicle

17. When the Lessee returns the Vehicle at the end of the Lease, the Lessee must pay any outstanding amounts due under this Lease.
18. The Lessee may return the Vehicle prior to the end of the Term upon mutual agreement of the parties.

General Provisions

19. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
20. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.



21. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
22. All reasonable costs, expenses and expenditures including, and without limitation, reasonable legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
23. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.
24. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Massachusetts (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
25. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
26. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
27. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
28. This Agreement shall be construed interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. Each of Lessor and Lessee irrevocably agrees that any legal action or proceeding arising out of or relating to this Lease or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined by the state courts located in Middlesex and/or Worcester Counties of the Commonwealth of Massachusetts and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each of the parties further agrees to accept service of process in any manner permitted by such court. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Lease or the transactions contemplated hereby: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process; (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) to the fullest extent permitted by Law, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts..



IN WITNESS WHEREOF the Parties have executed this Lease as of the date first above written.

LESSOR:

Stalk & Beans, Inc.

By: 

Name: Matthew Knox

Title: COO

LESSEE:

Sira Naturals, Inc.

By: 

Name: Jan Perutsky

Title: CEO

ACKNOWLEDGEMENT BY LESSEE

By initialing below, Lessee hereby acknowledges and agrees that (i) this Lease is for the lease of the Vehicle and the Lessee is not buying the Vehicle (and will have no ownership interest therein), (ii) Lessee has read and understands the terms and conditions of this Lease and that all blank spaces were filled in prior to executing it, (iii) Lessee has received a copy of this Lease upon signing it and (iv) unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

Lessee's initials: 



Exhibit D, 1-6: Interior and Exterior of Transportation Vehicle



Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Friday, June 5, 2020 8:09 AM
To: Victor Juri
Subject: RE: Bask Runs

Let's touch base Monday afternoon?

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
508.564.2651 Mobile



From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Thursday, June 4, 2020 11:00 AM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: Re: Bask Runs

This email was sent from outside the organization.

I estimate 1 run a week maybe 2 some weeks.
When is a good time to talk? Happy to put something on the calendar for us.

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Book A Meeting: https://meetings.hubspot.com/vjuri?_ga=2.163156731.695741901.1526435124-1006442196.1526435124

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Thursday, June 4, 2020 10:52:08 AM
To: Victor Juri <vjuri@stalkandbeans.com>
Subject: Re: Bask Runs

Yes, let's talk about what you think their long term needs are going to be now that they've expanded production, etc.

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
M: 508.564.2651

Sent from my WeedPhone

On Jun 4, 2020, at 10:17 AM, Victor Juri <vjuri@stalkandbeans.com> wrote:

This email was sent from outside the organization.

Hey Spencer,

Bask is ramping up the need for help. Can I get approval for a run today and tomorrow?

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.

5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com

M: 781.771.1108 | vjuri@stalkandbeans.com

Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Thursday, June 18, 2020 4:22 PM
To: Victor Juri
Subject: RE: Runs for tomorrow and Saturday

Both are good to go.

Thanks

**Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.**
300 Trade Center, Suite 7700 | Woburn, MA 01801
508.564.2651 Mobile



From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Thursday, June 18, 2020 4:08 PM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: Runs for tomorrow and Saturday

This email was sent from outside the organization.

Hey Spencer,

I have a request for a run from Bask for tomorrow and one for Canna Provisions on Saturday.

Do I have approval for these?

FYI, I had a word with Bask they are accelerating the agent process. We should have everything ready to submit in the next few days.

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Thursday, June 18, 2020 4:22 PM
To: Victor Juri
Subject: RE: Runs for tomorrow and Saturday

Both are good to go.

Thanks

**Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.**
300 Trade Center, Suite 7700 | Woburn, MA 01801
508.564.2651 Mobile



From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Thursday, June 18, 2020 4:08 PM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: Runs for tomorrow and Saturday

This email was sent from outside the organization.

Hey Spencer,

I have a request for a run from Bask for tomorrow and one for Canna Provisions on Saturday.

Do I have approval for these?

FYI, I had a word with Bask they are accelerating the agent process. We should have everything ready to submit in the next few days.

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Tuesday, June 30, 2020 12:54 PM
To: Victor Juri
Subject: Re: Insa
Attachments: image002.jpg

OK

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
M: 508.564.2651

Sent from my WeedPhone

On Jun 30, 2020, at 12:27 PM, Victor Juri <vjuri@stalkandbeans.com> wrote:

This email was sent from outside the organization.

I only had 2 Agents one guy left. We are processing another agent now but don't have approval yet.

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Book A Meeting: https://meetings.hubspot.com/vjuri?_ga=2.163156731.695741901.1526435124-1006442196.1526435124

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Tuesday, June 30, 2020 12:26:00 PM
To: Victor Juri <vjuri@stalkandbeans.com>
Subject: RE: Insa

I thought you were agents of theirs?

Spencer E. Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
300 Trade Center, Suite 7700 | Woburn, MA 01801
508.564.2651 Mobile
<image002.jpg>

From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Tuesday, June 30, 2020 12:23 PM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: Insa

This email was sent from outside the organization.

Hey Spencer,

Insa requested help in doing a transport tomorrow to Salem and Thursday to Springfield. He may add another stop but he does not have details yet. Can I have approval to help them out?

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Book A Meeting: https://meetings.hubspot.com/vjuri?_ga=2.163156731.695741901.1526435124-1006442196.1526435124

Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Wednesday, July 8, 2020 2:06 PM
To: Victor Juri
Subject: RE: 253 Organic

Approved

**Spencer Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.**
13 Commercial Way | Milford, MA 01757
508.564.2651 Mobile



From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Wednesday, July 8, 2020 1:58 PM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: 253 Organic

This email was sent from outside the organization.

Hey Spencer,

Can I get approval to help 253 on Fridays till we get carded with them?

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Monday, July 13, 2020 9:52 PM
To: Victor Juri
Subject: 3rd Party Wholesale Deliveries

Hi Victor,

I wanted to give you as much notice as possible that effective at the end of July, I will not be able to approve any more 3rd party transfers unless they are specifically requested by Sira Naturals on behalf of our customers.

We will continue to use your wholesale services as needed and look forward to continuing our home delivery operations with you.

Thanks,

Spencer

Spencer Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
13 Commercial Way | Milford, MA 01757
508.564.2651 Mobile



Jacob Nielson

From: Knowles, Spencer <SKnowles@siranaturals.org>
Sent: Wednesday, July 15, 2020 12:30 PM
To: Victor Juri
Subject: RE: Bloom Brothers

Yes, please let them know what we discussed.

Spencer Knowles | Vice President
Sales & Business Development
Sira Naturals, Inc.
13 Commercial Way | Milford, MA 01757
508.564.2651 Mobile



From: Victor Juri <vjuri@stalkandbeans.com>
Sent: Wednesday, July 15, 2020 12:17 PM
To: Knowles, Spencer <SKnowles@siranaturals.org>
Subject: Bloom Brothers

This email was sent from outside the organization.

Hey Spencer,

Bloom Brothers wants to return bad product to Solar Therapeutics. Can I get approval to do their run Friday?

Thanks

Victor Juri | CEO | Stalk & Beans, Inc.
5 Appleton Rd, Natick MA 01760 | www.stalkandbeans.com
M: 781.771.1108 | vjuri@stalkandbeans.com

Book A Meeting: https://meetings.hubspot.com/vjuri?_ga=2.163156731.695741901.1526435124-1006442196.1526435124



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000153830	Date Created	7/2/2020 4:27 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MC281258		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Cannabis Connection, Inc	Destination Phone No.	413-579-8055
Destination License Number	MR281362	Date and Approx. Time of Departure	7/3/2020 9:30 AM
Address of Destination	40 Westfield Industrial Park Westfield, MA 01085	Date and Approx. Time of Arrival	7/3/2020 4:30 PM
		Date/Time Received	7/3/20 12:05
Route to be Traveled	Randomized Route	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 857-222-3361			
Name of Person Transporting	Agustin Laroza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000662 Lab Test: TestPassed		Lemongrass 1g Preroll (Raw Pre-Rolls)	Shp: 100.0000 g ✓
Item Details	2950, ml		
Source Harvest(s)	Lemongrass-031820-3		
Source Package(s)	1A40A0300001195000000428		
2. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000661 Lab Test: TestPassed		Notorious T.H.C. 1g Preroll (Raw Pre-Rolls)	Shp: 100.0000 g ✓
Item Details	2140, ml		
Source Harvest(s)	Notorious T.H.C.-050120-6		
Source Package(s)	1A40A0300001195000000375		
3. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000666 Lab Test: TestPassed		Early Hybrid OG 1g Preroll (Raw Pre-Rolls)	Shp: 100.0000 g ✓
Item Details	2140, ml		
Source Harvest(s)	Early Hybrid OG-021920-1		
Source Package(s)	1A40A0300001195000000282		



METRC®

MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000153830	Date Created	7/2/2020 4:27 PM
4. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000671 Lab Test: TestPassed		Mint Cake 1g Preroll (Raw Pre-Rolls)	Shp: 200.0000 g ✓
Item Details	2950 g ne		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000632		
5. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000621 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 504.0000 g ✓
Item Details	4100 g ne		
Source Harvest(s)	Mint Cake-050520-1		
Source Package(s)	1A40A0300001195000000316		
6. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000620 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 469.0000 g ✓
Item Details	3850 g ne		
Source Harvest(s)	Mint Cake-050520-1		
Source Package(s)	1A40A0300001195000000316		
7. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000623 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g ✓
Item Details	3730 g ne		
Source Harvest(s)	Mint Cake-050520-1		
Source Package(s)	1A40A0300001195000000316		
PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)			
Name of Person Receiving or Rejecting Product	MICHAEL EVANS B122401		
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature		Date	7/3/20
Signature of individual taking receipt of rejected portion of this shipment			

SA AM
SA AM

253 to Cannabis Connection		
Package No.		Weight (g)
1+4	2+3	2148.7
2+3	1+4	2954.5
5		4102
6		3850.8
7		3732

✓
✓
✓
✓
✓

Me Michael FEARNS
Bizzuel



METRC®

MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000153829	Date Created	7/2/2020 4:15 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MC281258		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Canna Provisions Inc	Destination Phone No.	303-981-2453
Destination License Number	MR281778	Date and Approx. Time of Departure	7/3/2020 9:30 AM
Address of Destination	380 Dwight Street Holyoke, MA 01040	Date and Approx. Time of Arrival	7/3/2020 4:30 PM
		Date/Time Received	7/3/20 11:05 AM
Route to be Traveled	Randomized Route	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Agustin Laroza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000628 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		
2. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000627 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		
3. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000626 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000153829	Date Created	7/2/2020 4:15 PM
4. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000629 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		
5. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000630 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 199.5000 g
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		
6. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000625 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		
7. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000612 Lab Test: TestPassed		Tropicanna Punch Pre-Packed 3.5 g (Buds)	Shp: 448.0000 g
Item Details	Strain: Tropicanna Punch		
Source Harvest(s)	Tropicanna Punch-051920-4		
Source Package(s)	1A40A0300001195000000540		
8. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000613 Lab Test: TestPassed		Tropicanna Punch Pre-Packed 3.5 g (Buds)	Shp: 448.0000 g
Item Details	Strain: Tropicanna Punch		
Source Harvest(s)	Tropicanna Punch-051920-4		
Source Package(s)	1A40A0300001195000000540		
9. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000614 Lab Test: TestPassed		Tropicanna Punch Pre-Packed 3.5 g (Buds)	Shp: 241.5000 g
Item Details	Strain: Tropicanna Punch		
Source Harvest(s)	Tropicanna Punch-051920-4		
Source Package(s)	1A40A0300001195000000540		
10. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000611 Lab Test: TestPassed		Wicked Flo Pre-Packed 3.5 g (Buds)	Shp: 241.5000 g
Item Details	Strain: Wicked Flo		
Source Harvest(s)	Wicked Flo-051820-4		
Source Package(s)	1A40A0300001195000000544		
11. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000610 Lab Test: TestPassed		Wicked Flo Pre-Packed 3.5 g (Buds)	Shp: 448.0000 g
Item Details	Strain: Wicked Flo		
Source Harvest(s)	Wicked Flo-051820-4		
Source Package(s)	1A40A0300001195000000544		



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MARIJUANA TRANSPORTATION MANIFEST

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Manifest No.	0000153829	Date Created	7/2/2020 4:15 PM
12. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000636 Lab Test: TestPassed		Notorious T.H.C. Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Notorious T.H.C.		
Source Harvest(s)	Notorious T.H.C.-052020-3		
Source Package(s)	1A40A0300001195000000552		
13. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000634 Lab Test: TestPassed		Notorious T.H.C. Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Notorious T.H.C.		
Source Harvest(s)	Notorious T.H.C.-052020-3		
Source Package(s)	1A40A0300001195000000552		
14. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000635 Lab Test: TestPassed		Notorious T.H.C. Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Notorious T.H.C.		
Source Harvest(s)	Notorious T.H.C.-052020-3		
Source Package(s)	1A40A0300001195000000552		
15. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000637 Lab Test: TestPassed		Notorious T.H.C. Pre-Packed 3.5g (Buds)	Shp: 448.0000 g
Item Details	Strain: Notorious T.H.C.		
Source Harvest(s)	Notorious T.H.C.-052020-3		
Source Package(s)	1A40A0300001195000000552		
16. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000579 Lab Test: TestPassed		Bigfoot Glue 7 x .5g Preroll Pack (Raw Pre-Rolls)	Shp: 525.0000 g
Item Details			
Source Harvest(s)	Bigfoot Glue-031120-4		
Source Package(s)	1A40A0300001195000000357		
17. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000569 Lab Test: TestPassed		Early Hybrid OG 7 x .5g Preroll Pack (Raw Pre-Rolls)	Shp: 612.5000 g
Item Details			
Source Harvest(s)	Early Hybrid OG-022020- 1		
Source Package(s)	1A40A0300001195000000287		
18. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000570 Lab Test: TestPassed		Early Hybrid OG 7 x .5g Preroll Pack (Raw Pre-Rolls)	Shp: 378.0000 g
Item Details			
Source Harvest(s)	Early Hybrid OG-022020- 1		
Source Package(s)	1A40A0300001195000000287		
19. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000578 Lab Test: TestPassed		Gorilla Wreck 7 x .5g Preroll Pack (Raw Pre-Rolls)	Shp: 129.5000 g
Item Details			
Source Harvest(s)	Gorilla Wreck-042120-7		
Source Package(s)	1A40A0300001195000000341		



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000153829	Date Created	7/2/2020 4:15 PM
20. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000576 Lab Test: TestPassed		Bigfoot Glue 7 x .5g Preroll Pack (Raw Pre-Rolls)	Shp: 346.5000 g
Item Details			
Source Harvest(s)	Bigfoot Glue-031120-4		
Source Package(s)	1A40A0300001195000000357		
PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)			
Name of Person Receiving or Rejecting Product	Ron Clark		
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature			Date
Signature of individual taking receipt of rejected portion of this shipment	7/3/2020		

253 to Canna Provisions		
1	3728.5	3.72
2	3726.5	3.72
3	3732.3	3.72
4	3730.4	3.72
5	2032.7	2.04
6	3730.7	3.72
7	3729.5	3.72
8	3726.2	3.72
9	2348.3	2.34
10	2305.4	2.30
11	3722.5	3.72
12	3744.5	3.74
13	3725.7	3.72
14	3740.7	3.74
15	3726.6	3.72
16	5239.3	5.24
17	6015.4	6.02
18	3923.9	3.92
19	1731.4	1.74
20	3678.6	3.68

August -- 2020



07/03/2020

CANNA

Pen Creek



7/3/2020



STALK & BEANS

Cannabis eCommerce and Delivery Solutions

Client 253 Organics
Driver Agustin La Roza -
Passanger Kenny Gore
Dispatcher Cedric Crawford -
S&B 3 - V57880 - 2019, Dodge, Ram Pro Master
1500
Vehicle

Mile Rate \$3.90
Wait Rate/min \$1.00
Minimum Charge \$200.00
Date 7/3/2020
Total Charge **\$777.00**

Free Wait 0:05

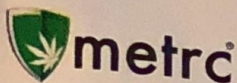
Address

Stalk & Beans, Inc
5 Appleton Rd
Natick, MA 01760

888-420-BEAN (2326)
billing@stalkandbeans.com

Depart Location	Arrive Location	Depart Miles	Depart Time	Arrive Miles	Arrival Time	Code	Total Miles	Miles Cost	Miles Charge	Wait Time	Wait Charge
Natick Office 5 Appleton Rd, Natick Ma 01760	253 Organic, LLC 253 Millers Falls Rd, Mantague, MA 01376	7964	8:00	8042	9:28		78.00	\$304.20	\$0.00	0:39	\$39.00
253 Organic, LLC 253 Millers Falls Rd, Mantague, MA 01376	Canna Provisions Inc 380 Dwught St Hilyoke, MA 01040	8042	10:12	8080	10:56		38.00	\$148.20	\$200.00	0:25	\$25.00
Canna Provisions Inc 380 Dwught St Hilyoke, MA 01040	Cannabis Connnection 40 Westfield Industrial Park Westfield, MA 01085	8080	11:26	8093	11:48		13.00	\$50.70	\$200.00	0:27	\$0.00
Cannabis Connnection 40 Westfield Industrial Park Westfield, MA 01085	Natick Office 5 Appleton Rd, Natick Ma 01760	8093	12:20	8173	1:36		80.00	\$312.00	\$312.00	0:00	\$1.00
							-				
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							-				
							-				

Totals 209.00 \$815.10 \$712.00 \$65.00



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164204	Date Created	7/9/2020 1:52 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MP281302		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Caroline's Cannabis, LLC	Destination Phone No.	774-243-0323
Destination License Number	MR281274	Date and Approx. Time of Departure	7/9/2020 3:00 PM
Address of Destination	640 Douglas Street Uxbridge, MA 01569	Date and Approx. Time of Arrival	7/9/2020 5:30 PM
		Date/Time Received	7-9-2020 5:15
Route to be Traveled	Randomized Route	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Victor Juri	Employee ID of Driver	B125834
State Driver's License No.	B125834	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001197000000187 Lab Test: TestPassed		Wax Hydrocarbon 1 Gram (Concentrate (Each))	Shp: 100.0000 ea
Item Details			
Source Harvest(s)	Hibiscus Tea-021820-1		
Source Package(s)	1A40A0300001197000000130		
PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)			
Name of Person Receiving or Rejecting Product			
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment <i>not</i> circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature		Date	7-9-2020
Signature of individual taking receipt of rejected portion of this shipment			

Concentrates.

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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164407	Date Created	7/9/2020 1:40 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MC281258		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Caroline's Cannabis, LLC	Destination Phone No.	774-243-0323
Destination License Number	MR281274	Date and Approx. Time of Departure	7/9/2020 3:00 PM
Address of Destination	640 Douglas Street Uxbridge, MA 01569	Date and Approx. Time of Arrival	7/9/2020 5:30 PM
		Date/Time Received	7-9-2020 5:15 P
Route to be Traveled Randomized Route		Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281363		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Victor Juri	Employee ID of Driver	B125834
State Driver's License No.	S53178338	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000686 Lab Test: TestPassed		Vanilla Frosting 1g Preroll (Raw Pre-Rolls)	Shp: 300.0000 g
Item Details			
Source Harvest(s)	Vanilla Frosting-030920-4		
Source Package(s)	1A40A0300001195000000408		
2. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000718 Lab Test: TestPassed		Lemongrass 1g Preroll (Raw Pre-Rolls)	Shp: 300.0000 g
Item Details			
Source Harvest(s)	Lemongrass-022720-4		
Source Package(s)	1A40A0300001195000000303		
3. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000717 Lab Test: TestPassed		Don Juan 1g Preroll (Raw Pre-Rolls)	Shp: 285.0000 g
Item Details			
Source Harvest(s)	Don Juan-050120-6		
Source Package(s)	1A40A0300001195000000381		



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164407	Date Created	7/9/2020 1:40 PM
4. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000721 Lab Test: TestPassed		Notorious T.H.C. 1g Preroll (Raw Pre-Rolls)	Shp: 300.0000 g
Item Details			
Source Harvest(s)	Notorious T.H.C.-050120-6		
Source Package(s)	1A40A0300001195000000377		
5. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000668 Lab Test: TestPassed		Early Hybrid OG 1g Preroll (Raw Pre-Rolls)	Shp: 300.0000 g
Item Details			
Source Harvest(s)	Early Hybrid OG-021920-1		
Source Package(s)	1A40A0300001195000000282		
PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)			
Name of Person Receiving or Rejecting Product	Steven Frankel		
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature			Date 7.9.2020
Signature of individual taking receipt of rejected portion of this shipment			

CAROLINES CANNABIS

V5

Package No.	Weight (g)	
1	2962	✓
2	2880	2916
3	3009	2980
4	2996	2994
5	2994	3009
6	5703.1	5699.5





STALK & BEANS

Cannabis eCommerce and Delivery Solutions

Client 253 Organics
Driver Victor Juri -
Passanger Kenny Gore
Dispatcher Ben Strauss -
Vehicle S&B 3 - V57880 - 2019, Dodge, Ram Pro Master 1500

Mile Rate \$3.90
Wait Rate/min \$1.00
Minimum Charge \$200.00
Date 7/9/2020
Total Charge **\$560.10**

Free Wait 0:05

Address

Stalk & Beans, Inc
5 Appleton Rd
Natick, MA 01760

888-420-BEAN (2326)
billing@stalkandbeans.com

Depart Location	Arrive Location	Depart Miles	Depart Time	Arrive Miles	Arrival Time	Code	Total Miles	Miles Cost	Miles Charge	Wait Time	Wait Charge
Natick Office	253 Organic										
5 Appleton Rd Natick Ma	253 Millers Falls Rd Turners Falls, Ma	8659	1:24	8739	3:00		80.00	\$312.00	\$0.00	0:29	\$29.00
253 Organic	Carolines Cannabis										
253 Millers Falls Rd Turners Falls, Ma	640 Douglas St Uxbridge Ma 01569	8739	3:34	8818	5:07		79.00	\$308.10	\$308.10	0:23	\$23.00
Carolines Cannabis	Natick Office										
640 Douglas St Uxbridge Ma 01569	5 Appleton Rd Natick Ma	8818	5:35	8858	6:16		40.00	\$156.00	\$200.00	0:00	\$0.00
							-				
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Totals 199.00 \$776.10 \$508.10 \$52.00



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164135	Date Created	7/9/2020 5:45 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MC281258		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Canna Provisions Inc	Destination Phone No.	303-981-2453
Destination License Number	MR281778	Date and Approx. Time of Departure	7/10/2020 8:30 PM
Address of Destination	380 Dwight Street Holyoke, MA 01040	Date and Approx. Time of Arrival	7/10/2020 4:30 PM
		Date/Time Received	7/10/20 10:20 AM
Route to be Traveled	Randomized Route	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Agustin LaRoza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000683 Lab Test: TestPassed		Kerosene 1g Preroll (Raw Pre-Rolls)	Shp: 596.0000 g
Item Details			
Source Harvest(s)	Kerosene-043020-6		
Source Package(s)	1A40A0300001195000000402		
2. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000667 Lab Test: TestPassed		Early Hybrid OG 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g
Item Details			
Source Harvest(s)	Early Hybrid OG-021920-1		
Source Package(s)	1A40A0300001195000000282		
3. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000716 Lab Test: TestPassed		Don Juan 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g
Item Details			
Source Harvest(s)	Don Juan-050120-6		
Source Package(s)	1A40A0300001195000000381		



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164135	Date Created	7/9/2020 5:45 PM
4. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000684 Lab Test: TestPassed		Vanilla Frosting 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g
Item Details			
Source Harvest(s)	Vanilla Frosting-030920-4		
Source Package(s)	1A40A0300001195000000408		
5. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000673 Lab Test: TestPassed		Raspberry Parfait 1g Preroll (Raw Pre-Rolls)	Shp: 387.0000 g
Item Details			
Source Harvest(s)	Raspberry Parfait-050120-6		
Source Package(s)	1A40A0300001195000000422		
6. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000664 Lab Test: TestPassed		Lemongrass 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g
Item Details			
Source Harvest(s)	Lemongrass-031820-3		
Source Package(s)	1A40A0300001195000000428		
7. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000658 Lab Test: TestPassed		Notorious T.H.C. 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g
Item Details			
Source Harvest(s)	Notorious T.H.C.-050120-6		
Source Package(s)	1A40A0300001195000000375		
8. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000631 Lab Test: TestPassed		Mint Cake 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g
Item Details			
Source Harvest(s)	Mint Cake-052020-3		
Source Package(s)	1A40A0300001195000000564		
PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)			
Name of Person Receiving or Rejecting Product	Ron Clark		
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature			Date 7/10/2020
Signature of individual taking receipt of rejected portion of this shipment			



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164228	Date Created	7/9/2020 6:08 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MP281302		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Canna Provisions Inc	Destination Phone No.	303-981-2453
Destination License Number	MR281778	Date and Approx. Time of Departure	7/10/2020 8:30 AM
Address of Destination	380 Dwight Street Holyoke, MA 01040	Date and Approx. Time of Arrival	7/10/2020 4:30 PM
		Date/Time Received	7/10/2020 10:20 PM
Route to be Traveled	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)		
Randomized Route			
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Agustin Laroza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001197000000212 Lab Test: TestPassed		Wax Hydrocarbon 1 Gram (Concentrate (Each))	Shp: 175.0000 ea
Item Details			
Source Harvest(s)	Hibiscus Tea-021820-1		
Source Package(s)	1A40A0300001197000000187		

PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)

Name of Person Receiving or Rejecting Product			
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature		Date	7/10/2020
Signature of individual taking receipt of rejected portion of this shipment			



7/10/2020
10:20 AM

Originating Entity	253 Organic LLC	Originating License		Departure Date & Time	7/10/20 7:25 AM	Destination	253 Organic, LLC 253 Miller Falls Road Montague, MA 01376
Client Destination	CANNA PROVISIONS	Client License		Arrival Date & Time	7/10/20 10:10 AM	Origin	253 Organic, LLC 253 Miller Falls Road Montague, MA 01376
Prepared By		Prepared By Signature		Departure Mileage	91.842	Destination	Canna Provisions 253 Dwight St Holyoke, MA 01111
Reviewed By		Reviewed By Signature		Arrival Mileage	87.81	Origin	253 Organic, LLC 253 Miller Falls Road Montague, MA 01376
Received By		Received By Signature					

Package Number	Package Metric ID	Package Description	Check Out Quantity	Check Out Weight	Arrival Quantity	Arrival Weight	Receiver's Initials
1	0083	KEROSENE 1g	596	5476	★	5.48	
2	0067	EARLY HYBRID OG 1g	500	4709		4.70	
3	0710	DONJUAN 1g	500	4710		4.70	
4	0084	VANILLA FROSTING 1g	500	4681		4.68	
5	0073	RASPBERRY PINK 1g	387	3748		3.74	
6	0064	LEMON GRASS 1g	500	4696		4.68	
7	0058	NOTORIOUS TLC 1g	500	4687		4.68	
8	0031	MINT CAKE 1g	500	4708		4.70	
9	0212	HT MAX 1g	175	9278.4	★	9.26	

★ Dft. Scale

 For Clerk



STALK & BEANS

Cannabis eCommerce and Delivery Solutions

Client 253 Organics
Driver Victor Juri -
Passanger Kenny Gore
Dispatcher Ben Strauss -
S&B 3 - V57880 - 2019, Dodge, Ram Pro Master 1500
Vehicle

Mile Rate \$3.90
Wait Rate/min \$1.00
Minimum Charge \$200.00
Date 7/10/2020
Total Charge **\$1,006.10**

Free Wait 0:05

Address

Stalk & Beans, Inc
5 Appleton Rd
Natick, MA 01760

888-420-BEAN (2326)
billing@stalkandbeans.com

Depart Location	Arrive Location	Depart Miles	Depart Time	Arrive Miles	Arrival Time	Code	Total Miles	Miles Cost	Miles Charge	Wait Time	Wait Charge
Natick Office 5 Appleton Rd Natick Ma	253 Organic 253 Millers Falls Rd Turners Falls, Ma	8861	7:00	8942	8:40		81.00	\$315.90	\$0.00	0:38	\$38.00
253 Organic 253 Millers Falls Rd Turners Falls, Ma	Canna Provisions, Inc 380 Dwight St, Holyoke MA 01040	8942	9:23	8981	10:11		39.00	\$152.10	\$200.00	0:24	\$24.00
Canna Provisions, Inc 380 Dwight St, Holyoke MA 01040	Bloom Brothers 2 Larch St, Pittsfield, MA 01201	8981	10:40	9035	11:49		54.00	\$210.60	\$210.60	0:46	\$46.00
Bloom Brothers 2 Larch St, Pittsfield, MA 01201	Natick Office 5 Appleton Rd Natick Ma	9035	12:40	9160	3:00		125.00	\$487.50	\$487.50	0:00	\$0.00
							-				
							-				
							-				
							-				
							-				
							-				
							-				
							-				
							-				

Totals 299.00 \$1,166.10 \$898.10 \$108.00



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164224	Date Created	7/9/2020 5:01 PM
Originating Entity	253 Organic, LLC		For Agency Use Only
Originating License Number	MC281258		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Slang, Inc.	Destination Phone No.	413-464-7443
Destination License Number	MR281402	Date and Approx. Time of Departure	7/10/2020 8:30 AM
Address of Destination	2 Larch St Pittsfield, MA 01201	Date and Approx. Time of Arrival	7/10/2020 4:30 PM
		Date/Time Received	7/10/10 1200p
Route to be Traveled Randomized Route		Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Agustin Laroza	Employee ID of Driver	B130473
State Driver's License No.	S47103967	Signature of Person Transporting	<i>[Signature]</i>
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000622 Lab Test: TestPassed		Mint Cake Pre-Packed 3.5g (Buds)	Shp: 448.0000 g 120 / 448 ✓ BG
Item Details	Strain: Mint Cake		
Source Harvest(s)	Mint Cake-050520-1		
Source Package(s)	1A40A0300001195000000316		
2. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000659 Lab Test: TestPassed		Notorious T.H.C. 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g 500 ✓ MG
Item Details			
Source Harvest(s)	Notorious T.H.C.-050120-6		
Source Package(s)	1A40A0300001195000000375		
3. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000685 Lab Test: TestPassed		Vanilla Frosting 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g 500 ✓ MG
Item Details			
Source Harvest(s)	Vanilla Frosting-030920-4		
Source Package(s)	1A40A0300001195000000408		



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164224	Date Created	7/9/2020 5:01 PM
4. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000715 Lab Test: TestPassed		Don Juan 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g 500 <i>MB</i>
Item Details			
Source Harvest(s)	Don Juan-050120-6		
Source Package(s)	1A40A0300001195000000381		
5. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001195000000713 Lab Test: TestPassed		Early Hybrid OG 1g Preroll (Raw Pre-Rolls)	Shp: 500.0000 g 500 <i>MB</i>
Item Details			
Source Harvest(s)	Early Hybrid OG-022020- 1		
Source Package(s)	1A40A0300001195000000291		
PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)			
Name of Person Receiving or Rejecting Product	<i>Migueliz Girard</i> B126744		
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment <i>not</i> circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature	<i>[Signature]</i>		Date 7/10/20
Signature of individual taking receipt of rejected portion of this shipment			



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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000164132	Date Created	7/9/2020 5:18 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MP281302		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Slang, Inc.	Destination Phone No.	413-464-7443
Destination License Number	MR281402	Date and Approx. Time of Departure	7/10/2020 8:30 AM
Address of Destination	2 Larch St Pittsfield, MA 01201	Date and Approx. Time of Arrival	7/10/2020 4:30 PM
		Date/Time Received	7/10/20 12:00 pm
Route to be Traveled	Randomized Route	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)	
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Agustin LaRoza	Employee ID of Driver	MP281303
State Driver's License No.	S47103967	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 B130473		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001197000000207 Lab Test: TestPassed		Wax Hydrocarbon 1 Gram (Concentrate (Each))	Shp: 50.0000 ea 50 ← MG
Item Details			
Source Harvest(s)	Hibiscus Tea-021820-1		
Source Package(s)	1A40A0300001197000000187		

PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)

Name of Person Receiving or Rejecting Product	Mrgdeliz Girard B126744		
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.			
Signature		Date	7/10/20
Signature of individual taking receipt of rejected portion of this shipment			



Originating Entity
253 Organic LLC
Client Destination
Bloom Brothers
Prepared By
Reviewed By
Received By
Mig Girard

Originating License
Client License
Prepared By Signature
Reviewed By Signature
Received By Signature
Mig Girard

Departure Date & Time
7/10/20 9:23 am
Arrival Date & Time
7/10/20 12:19
Departure Mileage
5941
Arrival Mileage
7035
253 Organics, LLC
253 Miller Falls Road
Montague, MA 01376

Destination
Bloom Brothers
253 Miller Falls Road
Montague, MA 01376
Pittsfield MA 01201

Package Number	Package Metric Id	Package Description	Check Out Quantity	Check Out Weight	Arrival Quantity	Arrival Weight	Receiver's Initials
1	0022	MINT CAKE 3.5g	128	3747	128	-	MG
2	0059	NOTORIOUS TC 1g	500	4611	500	-	MG
3	0085	VANILLA FROSTING 1g	500	4681	500	-	MG
4	0715	DON JUAN 1g	500	4715	500	-	MG
5	0713	EARLY HYBRID 0.1g	500	4677	500	-	MG
	0207	HT MAX 1g	778 50	9278 3230.8	50 50	-	50-MG

* = Det. Scale

Victor Jari


CannaProv

Package #	Concentrates	Gross Weight
1	1A40A0300001197000000218	3443.9
2	1A40A0300001197000000217	2993
3	1A40A0300001197000000223	8537.2

3440
 3000
 8540

Package #	Flower	Gross Weight
1	1A40A0300001195000000714	3325
2	1A40A0300001195000000712	4629
3	1A40A0300001195000000749	4641
4	1A40A0300001195000000746	4642
5	1A40A0300001195000000763	3729
6	1A40A0300001195000000764	3729
7	1A40A0300001195000000765	3725
8	1A40A0300001195000000766	3732
9	1A40A0300001195000000768	2512
10	1A40A0300001195000000769	2423
11	1A40A0300001195000000771	2969
12	1A40A0300001195000000770	3729

3320
 4620
 4640
 4640
 3720
 3720
 3720
 3740
 2500
 2420
 2960
 3720

13 1A40A0300001195000000544

652

6600





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MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

Manifest No.	0000173531	Date Created	7/16/2020 5:46 PM
Originating Entity	253 Organic, LLC	For Agency Use Only	
Originating License Number	MP281302		
Address of Originating Entity	253 Millers Falls Road P.O. Box 253 Montague, MA 01376		
Phone No. of Originating Entity	970-901-5158		
1. Destination	Canna Provisions Inc	Destination Phone No.	303-981-2453
Destination License Number	MR281778	Date and Approx. Time of Departure	7/17/2020 9:00 AM
Address of Destination	380 Dwight Street Holyoke, MA 01040	Date and Approx. Time of Arrival	7/17/2020 4:30 PM
		Date/Time Received	7/17/20 3:30
Route to be Traveled	Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)		
Randomized Route			
1. Outbound Transporter	SIRA NATURALS, INC.	No Layover Scheduled	
Transporter License Number	MP281303		
Address of Transporter	13 COMMERCIAL WAY Milford, MA 01757		
Contact Phone No. for Inquiries: 617-422-0145			
Name of Person Transporting	Victor Juri	Employee ID of Driver	B125834
State Driver's License No.	S53178338	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
Name of Person Transporting	Ken Gore	Employee ID of Driver	A40058
State Driver's License No.	S85376930	Signature of Person Transporting	
Make, Model, License Plate No.	Dodge Ram Promaster 1500 V57880		
1. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001197000000218 Lab Test: TestPassed		Crumble Hydrocarbon 1 Gram (Concentrate (Each))	Shp: 62.0000 ea
Item Details			
Source Harvest(s)	Asphalt-030220-4		
Source Package(s)	1A40A0300001197000000144		
2. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001197000000217 Lab Test: TestPassed		Crumble Hydrocarbon 1 Gram (Concentrate (Each))	Shp: 53.0000 ea
Item Details			
Source Harvest(s)	Asphalt-030220-4		
Source Package(s)	1A40A0300001197000000146		
3. Package Shipped	Production Batch No.	Item Name	Quantity
1A40A0300001197000000223 Lab Test: TestPassed		Batter Hydrocarbon 1 Gram (Concentrate (Each))	Shp: 150.0000 ea
Item Details			
Source Harvest(s)	Hibiscus Tea-021820-1		
Source Package(s)	1A40A0300001197000000184		