



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281910
Original Issued Date: 09/22/2020
Issued Date: 08/12/2021
Expiration Date: 09/22/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Natural Agricultural Products, LLC

Phone Number: 508-802-2315 Email Address: gleonard@napbrockton.com

Business Address 1: 4 Main St

Business Address 2: Suite 215

Business City: Brockton

Business State: MA

Business Zip Code: 02301

Mailing Address 1: 4 Main St

Mailing Address 2: Suite 215

Mailing City: Brockton

Mailing State: MA

Mailing Zip Code: 02301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: Gary

Last Name: Leonard

Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49	Percentage Of Control: 49	
Role: Owner / Partner	Other Role:	
First Name: Kathryn	Last Name: Redden	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control:	
Role: Manager	Other Role: development	
First Name: David	Last Name: Willette	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership:	Percentage Of Control:	
Role: Other (specify)	Other Role: Investor	
First Name: Keshaudas	Last Name: Pahuja	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: David	Last Name: Willette	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$200000	Percentage of Initial Capital: 34
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Keshaudas	Last Name: Pahuja	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$400000	Percentage of Initial Capital: 66
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Date generated: 09/24/2021

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 53 Spark St

Establishment Address 2:

Establishment City: Brockton

Establishment Zip Code: 02302

Approximate square footage of the Establishment: 6000

How many abutters does this property have?: 20

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

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

Cultivation Environment: Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	sign host agreement.jpeg	jpeg	5ca6192beadf341230f6ce37	04/04/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with local Zoning.pdf	pdf	5f0f1ea9c124977059ce5e6c	07/15/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5f0f37b64601b5701e6138d3	07/15/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5f0f37b91c4abd74527f2dd1	07/15/2020
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5f0f37c19adff6745ddd436d	07/15/2020
Community Outreach Meeting Documentation	Community Outreach Attestation Form.pdf	pdf	5f0f38121c4abd74527f2dd5	07/15/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$3

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Acceptance of Donation (VNA).pdf	pdf	5f076d010449fe09f65e543b	07/09/2020
Plan for Positive Impact	Attachment A.pdf	pdf	5f10530f73630b702d45c09a	07/16/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Date generated: 09/24/2021

Page: 3 of 6

Individual Background Information 1

Role: Other Role:
First Name: Kathryn Last Name: Redden Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other Role:
First Name: Gary Last Name: Leonard Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: David Last Name: Willette Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Other Role:
First Name: Keshaudas Last Name: Pahjua Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	5ef3d1db57a0a16c3195deb9	06/24/2020
Bylaws	Bylaws.pdf	pdf	5ef3d2ca7babe37ab6e478f1	06/24/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Department of Revenue.pdf	pdf	5ef3d3e1a075ed6c1b90a1cb	06/24/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing - Commonwealth of Mass.pdf	pdf	5ef8b00fd1a4246bfac278bf	06/28/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Department of Revenue.pdf	pdf	60e32734fb983a0274aabb7	07/05/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing - Secretary of the Commonwealth.pdf	pdf	60ec5cad629ad9037af20146	07/12/2021

Massachusetts Business Identification Number: 001311392

Doing-Business-As Name: Natural Agricultural Products

DBA Registration City: Brockton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	N.A.P. Business Plan (003).pdf	pdf	5cacb9e1d7a931124ee09095	04/09/2019
Proposed Timeline	Business Plan Proposed Timeline.pdf	pdf	5ef8b1327babe37ab6e480e1	06/28/2020
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	5efca9af6dc9337ae20f4f56	07/01/2020
Proposed Timeline	Business Plan Proposed Timeline.pdf	pdf	60cdfcfcc8f270089d7f3068	06/19/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Cultivation Plan.pdf	pdf	5eef7fbad1a4246bfac26685	06/21/2020
Restricting Access to age 21 and older	Restricting Access to individuals 21 or Older.pdf	pdf	5eef7fcbdf8b336bef409542	06/21/2020
Storage of marijuana	Storage Plan.pdf	pdf	5eef7ffd8a595d6c10256f45	06/21/2020
Transportation of marijuana	Transportation Plan.pdf	pdf	5eef800fb9c15e6c26b8db46	06/21/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5eef801f57a0a16c3195d4d1	06/21/2020
Quality control and testing	Quality Control and Testing Procedures.pdf	pdf	5eef8028d1a4246bfac26689	06/21/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5eef8030df8b336bef409546	06/21/2020
Personnel policies including background checks	Personnel Policies including Background Checks.pdf	pdf	5eef850d5a7aee7aa489781d	06/21/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5eef851a7babe37ab6e46ea0	06/21/2020
Maintaining of financial records	Maintaining of Financial Records Plan.pdf	pdf	5eef855d72a76f6c05996fda	06/21/2020
Qualifications and training	Detailed Description of Qualification of Intended Trainings for Agents.pdf	pdf	5eef866757a0a16c3195d4d7	06/21/2020
Security plan	Security Plan.pdf	pdf	5ef8b2e672a76f6c059981cb	06/28/2020
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	5efcaf772a76f6c05998b8f	07/01/2020
Diversity plan	Diversity Plan.pdf	pdf	5f105388cb97e3700c533d3e	07/16/2020

ATTESTATIONS

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

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

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would

be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.:

I Agree

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: As this business has not yet begun operations, there is no progress to report.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: As this business has not yet begun operations, there is no progress to report.

HOURS OF OPERATION

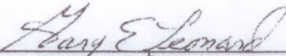
Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

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

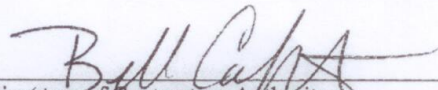
Applicant

I, GARY E LEONARD, (insert name) certify as an authorized representative of Natural Agricultural Products (insert name of applicant) that the applicant has executed a host community agreement with CITY OF BROCKTON (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 4/1/2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Bill Carpenter, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF BROCKTON (insert name of host community) to certify that the applicant and CITY OF BROCKTON (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4/1/19 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

- 1) THE SUBJECT PROPERTY IS AN UNDERUTILIZED SHOE FACTORY THAT IS NOW USED AS A WAREHOUSE. THE ZONING IN THIS AREA IS OF MIXED USE HAVING INDUSTRIAL, AND HEAVY COMMERCIAL USE, AND TO EAST OF THE INDUSTRIAL, AND HEAVY COMMERCIAL RESIDENTIAL HOUSING EXISTS. THE MINDFRAME OF THIS MIXED USE WAS THAT THE FACTORIES WOULD HIRE NEIGHBORHOOD PEOPLE TO WORK THE FACTORIES, AVOIDING TRANSPORTATION PROBLEMS AND CONGESTION IN THE NEIGHBORHOOD. THIS IS THE DIRECTION THAT N.A.P. HAS ADOPTED TO TAKE. N.A.P.'S DIRECTION IS TO IMPROVE THE EXISTING FACTORY TO COMFORM WITH CURRENT CODES AND DESIGNS TO INDUSTRIAL PROPERTIES OF TODAY.
- 2) N.A.P. WILL WORK WITH MUNICIPALITIES TO ENSURE THAT PROPER PERMITS, AND CODES ARE FOLLOWED, AND INSPECTED TO BE IN COMPLIANCE AT ALL TIMES.
- 3) N.A.P. WILL HAVE PUBLIC MEETINGS WITH RESIDENTS TO LISTEN TO CONCERNS AND TALK ABOUT IMPROVEMENTS TO THE FACILITY AND THE NEIGHBORHOOD IN GENERAL.
- 4) STEPS TAKEN:
 - a) MEETING WITH SITE PLAN REVIEW BOARD: CONDUCTED PRESENTATION BY ATTORNEY, ENGINEERS, AND ARCHITECT.
 - b) RESULTS: REVIEW BOARD MADE RECOMMENDATIONS PERTAINING TO ADA REQUIREMENTS AND ACCESS FOR FIRE DEPARTMENT APPORATUS. ALTERATIONS WERE MADE TO COMPLY, EXCEPTED AND PASSED ON TO THE PLANNING BOARD. APPLIED TO ZONING BOARD OF APPEALS ON JULY 9, 2019 WHEREAS PETITIONERS ATTORNEY RICHARD STAITI, AND GARY LEONARD (PRINCIPLE) PRESENTED TO THE BOARD.
 - c) SITE PLANS AND ARCHITECTUAL DRAWINGS, HOURS OF OPERATION, AND SEPARATE EGRESSSES FOR THE OTHER REMAINING TENANTS IN THE BUILDING. NAP. WILL OCCUPY 6,500 SQ FT OUT OF A 100,000 SQ. FT. BUILDING.
 - d) RESULTS: THREE CITY COUNCILORS SPOKE IN FAVOR, AS WELL AS RESIDENCE; THERE WERE NO ONE IN OPPOSITION, VOTE WAS UNANIMOUSLY IN FAVOR, SPECIAL PERMIT GRANTED.
- 5) APPLICATION WAS MADE TO PLANNING BOARD MEETING WHEREAS ATTORNEY, ENGINEER, AND ARCHITECT WERE PRESENT. PLANS AND DESIGNS WERE PRESENTED AND DISCUSSED, THE PLANNING BOARD WERE CONCERNED ABOUT THE MANY TRACTOR TRAILER CONTAINERS THAT ARE USED FOR COLD STORAGE SPREAD THROUGHOUT THE PARKING LOT, WHICH WOULD BE A PROBLEM FOR FIRE TRUCKS TO GAIN ENTRY TO THE PROPERTY. NAP. RESPONSE WAS ALL CONTAINER WILL BE REMOVED COMPLETELY FROM THE PARKING LOT AND FIRE DEPARTMENT WILL BE NOTIFIED TO INSPECT FOR OUR COMPLIANCE.
- 6) PLANNING BOARD ALSO WANT NAP TO SHOW ON THERE PLAN THE WINDOWS THAT WILL BE BOARDED UP AND WITH WHAT MATERIALS WILL BE USED (THEY DO NOT WANT BOARDED UP WINDOWS OR PLYWOOD) ENGINEERS MADE THE AJUSTMENTS ON THE PLAN, AND TOLD THE BOARD THE CONTAINERS WOULD BE REMOVED ONCE WE RECEIVE OUR PROVISIONAL LICENSE.
- 7) GOING FORWARD – ONCE A PROVISIONAL LICENSE IS GRANTED TO NATURAL AGRICULTURAL PRODUCTS, WE WILL APPEAR BEFORE THE CITY COUNCIL FOR THEIR FINAL APPROVAL. OUR GENERAL CONTRACTOR WILL APPLY TO THE BUILDING DEPARTMENT FOR ALL PERMITS NEEDED FOR CONTRUCTION. FIRE DEPARTMENT, CONSERVATION, AND BOARD OF HEALTH WILL ALSO BE NOTIFIED TO INSPECT FOR ANY DEFICIENCIES.

conrad gutierrez

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Conrad Gutierrez and Lusella Alencar Gutierrez to New Century Mortgage Corporation, dated January 13, 2006 and recorded in Plymouth County Registry of Deeds in Book 32075, Page 111 (the "Mortgage") of which mortgage Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2006-2 is the present holder by Assignment from New Century Mortgage Corporation to Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2006-2 dated November 3, 2011 and recorded at said Registry of Deeds in Book 40582, Page 301, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 19 Madrid Square a/k/a 685 Oak Street, Building No. 19, Unit No. 9, of the Madrid Square Condominium, Brockton, MA 02301 will be sold at a Public Auction at 2:00 pm on January 24, 2020, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The Condominium Unit known as Building 19, Unit 9, (the "Unit") in Madrid Square Condominium (the "Condominium") located at 685 Oak Street, Brockton, Massachusetts, and established by the grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated December 23, 1985, and recorded on December 26, 1985 with Plymouth County Registry of Deeds in Book 6496, Page 177, (the "Master Deed"), which Unit is shown on the floor plans filed simultaneously with said Master Deed and on the copy of the relevant portion of said floor plans attached hereto.

The Unit is conveyed together with:

1. An undivided .0035 percent interest in the common areas and facilities (the "Common Elements") of the Condominium.
2. An easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing or which may come into existence hereafter as a result of settling or shifting of the buildings, or as a result of repair or restoration of the buildings, or of the Unit after damage by fire or other casualty, or by reason of alteration or repair to the Common Elements, all as set forth in said Master Deed; and
3. An easement in common with the owners of other Units to use any pipes, wires, ducts, flues, conduits, public utility lines and other Common Elements located in any of the other Unit or elsewhere on the Condominium property, and serving the Unit 1 all as set forth in said Master Deed.
4. An exclusive right to use one undesignated surface parking space for the purpose of parking one (only) private passenger car, subject to such rules and regulations as the Trustees of the Condominium may from time to time adopt (such Trustees may, also from time to time designate and assign specific parking spaces to Units in the Condominium) and an exclusive right to use the individual storage area located outside the Unit as assigned to the Unit by such Trustees, subject also to such rules and regulations as the Trustees may from time to time adopt.

The Unit is conveyed subject to:

A. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the buildings, or as a result of repair or restoration of the buildings, or of any adjoining Unit or of the Common Elements after damage by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made as provided in the Master Deed.

B. Easements in favor of the other Units to use the pipes, wires, ducts, flues, conduits, public utility lines and other Common Elements located in the Unit and serving such other Units.

C. The provisions of Chapter 183A, the Master Deed (including, without limitation, all matters set forth on Schedule A thereto), with floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of Madrid Square Condominium Trust and the By-laws of the Condominium contained therein, recorded with the Master Deed, as the same may be amended from time to time by instruments duly recorded, which provisions together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest of estate in the Unit, his family, servants and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended to be used only for residential purposes as provided in paragraph 6 of the Master Deed and is subject to further restrictions on use as set forth in paragraphs 6 and 7 of the Master Deed, a complete copy of which provisions is attached to the Deed recorded herewith and attached to the Deed Recorded in Book 8238, Page 244.

The Unit is conveyed subject to such further easements, restrictions of record, if any, as may be in force and applicable.

Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Plymouth County Registry of Deeds herewith.

Legals

ordinances

CITY OF BROCKTON
ZONING BOARD OF APPEALS

Notice is hereby given that a public hearing WILL BE HELD at CITY HALL-COUNCIL CHAMBERS, on TUESDAY, JANUARY 14, 2020, AT 6:00 P.M.

Petition of JAMES BERTARELLI, 65 Magnolia Avenue, Brockton, MA, for a Variance from Sec. 27-9, 27-13 & 27-13A, to reapprove zoning that was granted in 2017 but expired in an R-1-B Zone, located at PLOT 8-24 STONEHILL STREET.

Petition of JAMES BERTARELLI, 65 Magnolia Avenue, Brockton, MA, for a Variance from Sec. 27-9, 27-13 & 27-13A, to reapprove zoning that was granted in 2017 but expired in an R-1-B Zone, located at PLOT 9 TIFFANY DRIVE.

Petition of DAVINE SANTOS, 13 Blakely Circle, Randolph, MA, for a (Special Permit) to open an ice cream/take-out food business with two (2) stools in a C-2 Zone, located at 111 LEGION PARKWAY.

Petition of GREGORY HILLIARD, 30 Dagmar Drive, Brockton, MA, for a (Variance) to convert a two (2) family home into a three (3) family home in an R-1-B Zone, located at 403/405 TORREY STREET.

Petition of XPRESS ENTERPRISES, INC., 15 Hayward Avenue, Brockton, MA, for a Variance from Sec. 27-13A, to construct a single family home in an R-1-C Zone, located at 63 LAFOYE STREET.

Petition of RUBEN PIERRE, 44 Norfolk Road, Holbrook, MA, for a (Special Permit) from Sec. 27-29.1, for a Caribbean restaurant with takeout and dining for 100 seats in a C-2 Zone, located at 583 CENTRE STREET.

Petition of JACONIAS DEOLIVEIRA C/O ATTY ROBERT R. PELLEGRINI, 63 Main Street, Ste 1, Bridgewater, MA, for a Variance from Sec. 27-34(1), to operate an auto repair shop in a I-2 Zone, located at 50 MEADOWBROOK ROAD, UNIT 5B.

Petition of GEORGE LYNN & ELIJAH WILKERSON, 40 Ithaca Road, Brockton, MA, for a (Variance) from Sec. 27-28, to open an adult daycare in an R-1-C Zone, located at 40 ITHACA ROAD.

Petition of LUCIE D. GOIN, 618 Summer Street, Brockton, MA, for a Variance from Sec. 27-9, to expand the back of the house for a master bedroom & bathroom, turn garage into a bedroom and add second (2) bath in an R-1-C Zone, located at 618 SUMMER STREET.

Petition of LILIANA MORALES, 19 Auburn Street, Brockton, MA, for a Kennel License to keep five (5) dogs in an R-1-C Zone, located at 19 AUBURN STREET.

"FOR ALL PETITIONS AND SUCH OTHER RELIEF AS THE BOARD MAY DEEM APPROPRIATE" Kenneth Galligan, Chairman
Michael Williams, Fire Chief
Stephen Bernard
Craig Pina
Dorice Smith
Dec. 31st & Jan 7th
PLEASE REFER TO THE CITY OF BROCKTON WEB PAGE OR CALL AT 1-508-580-7150 BEFORE 4:30 P.M. ON DAY OF MEETING TO CONFIRM IF PETITION IS BEING HEARD.

13658608 12/31/19, 1/7/20

NOTICE OF COMMUNITY OUTREACH MEETING
NATURAL AGRICULTURAL PRODUCTS, LLC

Notice is hereby given that Natural Agricultural Products, LLC, will hold a Community Outreach Meeting on January 14, 2020 at Tin Ray's Family Restaurant, 9 Winter Street, Brockton, MA 02302 at 5:30 PM to discuss the proposed siting of a Commercial Grow Operation at 53 Spark Street, Brockton, MA 02302. Natural Agricultural Products, LLC intends to apply for one or more of the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; Marijuana Research Facility, at 53 Spark Street, Brockton, Massachusetts 02302, pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Topics to be discussed at the meeting will include, but not be limited to:

1. Plans for maintaining a secure facility;
2. Plans to prevent diversion to minors;
3. Plans to positively impact the community; and
4. Plans to ensure the establishment will not constitute a nuisance to the community.

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

Natural Agricultural Products, LLC.

Gary Leonard

President / CEO

13661016 1/7/20

Legals

Jackson/285 Forest Avenue

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
Docket No. 19 SM 006175

ORDER OF NOTICE

To:
Gregory Jackson
Florence S Jackson

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq):

Wells Fargo Bank, National Association, as Trustee for Securitized Asset Backed Receivables LLC Trust 2006-0P1, Mortgage Pass-Through Certificates, Series 2006-0P1

claiming to have an interest in a Mortgage covering real property in Brockton, numbered 285 Forest Avenue, given by Gregory Jackson to H&R Block Mortgage Corporation, dated June 30, 2005, and recorded in Plymouth County Registry of Deeds in Book 30872, Page 21, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before February 3, 2020, or you may lose the opportunity to challenge the foreclosure on the ground of non-compliance with the Act.

Witness, GORDON H. PIERCE Justice of this Court on December 20, 2019.

Attest: Deborah J. Patterson
Recorder
12-009381 / FC03

Enterprise 1/7/2020
CN13660326LEGAL
ADVERTISING/
CONTACTS

For rates and
to place a legal
advertisement

Call 1-800-624-7355

ext.6930

or

email
legals@wickedlocal.com

WICKEDLOCAL

Legals

divorce

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Plymouth Probate and Family Court
Docket No.
PL19D0640DR
DIVORCE
SUMMONS BY PUBLICATION
AND MAILING

Eliette Apollon
vs.
Alfred Andre

To the Defendant:

The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce for irretrievable breakdown grant him/her custody of the child(ren) order a suitable amount for support of the plaintiff and minor child(ren) prohibit defendant from imposing any restraint on plaintiff's personal liberty.

The Complaint is on file at the Court.

An Automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current financial status of either party. SEE Supplemental Probate Court Rule 411.

You are hereby summoned and required to serve upon:

Roseline Jeanne Bazelaes Esq.
Attorney at Law
10 Holden St
Suite 7
Malden, MA 02148

your answer, if any, on or before 01/21/2020. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this Court.

Witness, Hon. Edward G. Boyle, First Justice of this Court.

Date: December 9, 2020

Matthew J. McDonough
Register of Probate
13859442 1/7/20



BUSINESS SERVICES

Roofing & Gutters

WEATHERITTE ROOFING
Many roof repairs under \$200. 30 year New Roofs. Free roof/gutter inspection. Porches. All rotted wood replaced. Ins. Reg#168929.
508-942-4200
weatherittheroofingma.com

Rubbish Removal

\$ CASH \$
Paid for Junk Cars, Vans, Truck 5 &

General Help

General Help

Earn Extra Cash
Patriot Ledger Adult Delivery Routes available.
Earn \$800-\$1200 a Month

- Get extra cash for those past due bills or that new car
- Get that needed exercise • Great supplemental income
- Work as your own boss • Help with holiday bills

You must be able to deliver newspapers in the early morning/afternoon Monday through Friday and early morning on Saturday. You must have a reliable vehicle, valid Massachusetts Driver License and Registration and the desire to provide top-notch service to our customers. Pick up times for newspapers are 7:00 am to 1:00 pm Monday-Friday and Saturday 2:30am to 6:00 am. Routes are available in the following areas:

• Hull • Rockland • Scituate
• Braintree • Weymouth

Call Today.
You could be making money tomorrow!
617-786-7241



EMPLOYMENT

General Help

Bourne Recreation Authority (d/b/a Bourne Scenic Park & John Gallo Ice Arena)

The Authority seeks qualified candidates for a full-time benefit position of:
MAINTENANCE SUPERVISOR
(\$66,560.00 - \$87,360.00)

with day, staggered weekend, & any emergency hours. Salary negotiable based on work experience & qualifications. 5-years experience & possession of or ability to obtain Class 1 C&S 2A license(s) req'd.

Construction, electrical, or plumbing license(s) preferred. Must possess a valid driver's license, be insurable, & pass a CORI. EOE/AA

Applicants MUST first contact
sk8academy@capecod.net or 508-759-8904 (x3) for a copy of the job description. Once reviewed, if interested, remit yourcover letter, resume, & a list of 3 references via: email(see above); or regular mail (Bourne Recreation Authority - 231 Sandwich Road - Bourne, MA 02532); or deliver-in-person to the Authority's Administrative Office located @ the John Gallo Ice Arena (see above). MUST be received by 1:00 pm on Tuesday, January 21, 2020.

sk8academy@capecod.net or 508-759-8904 (x3) for a copy of the job description. Once reviewed, if interested, remit yourcover letter, resume, & a list of 3 references via: email(see above); or regular mail (Bourne Recreation Authority - 231 Sandwich Road - Bourne, MA 02532); or deliver-in-person to the Authority's Administrative Office located @ the John Gallo Ice Arena (see above). MUST be received by 1:00 pm on Tuesday, January 21, 2020.

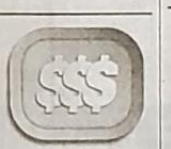
Apartment

LOOK!

BROCKTON/Metro South 1, 2 & 3 Bedrooms. No fee. 1st & security. 508-587-3349

BROCKTON Studio, 1, 2, & 3 BR. Exc. cond. & loc. Sect 8 apprd. 508-587-5745

EASTON, SO. 55+ apt. bldg. 1 BR \$1900 & 2 BR, 1 BA \$2600. Incls: Heat, hot wtr & use of all amenities. 508-238-5540.



NOTICE OF COMMUNITY OUTREACH MEETING
NATURAL AGRICULTURAL PRODUCTS, LLC

Notice is hereby given that Natural Agricultural Products, LLC. will hold a Community Outreach Meeting on January 14, 2020 at Tin Ray's Family Restaurant, 9 Winter Street, Brockton, Ma 02302 at 5:30 PM to discuss the proposed siting of a Commercial Grow Operation at 53 Spark Street, Brockton, Ma 02302. Natural Agricultural Products, LLC intends to apply for one or more of the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; Marijuana Research Facility, at 53 Spark Street, Brockton, Massachusetts 02302 pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Topics to be discussed at the meeting will include, but not be limited to:

1. Plans for maintaining a secure facility;
2. Plans to prevent diversion to minors;
3. Plans to positively impact the community; and
4. Plans to ensure the establishment will not constitute a nuisance to the community.

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

A copy of this notice is on file with the City Clerk, located at the Brockton City Hall, 45 School Street, Brockton, Ma 02302, and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Natural Agricultural Products, LLC.



Gary Leonard
President / CEO

Attachment C

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>	
95 SPARK ST <u>Map/Route Plot</u> 168-009 9	[REDACTED]	[REDACTED] BROCKTON MA 02302	Book Page Date	
18 CIRCLE ST <u>Map/Route Plot</u> 168-300-303 300-	LEIREN ANN MARIE	18 CIRCLE ST UNIT 18 BROCKTON MA 02302	Book Page Date	19517 126 20010319
116 INTERVALE ST <u>Map/Route Plot</u> 168-012 12	DUYGHE KATON TR	116 INTERVALE ST BROCKTON MA 02302	Book Page Date	

53 Spark St
167-007 Plot 12

John P. O'Donnell
[Signature]
Luli Castor-Deas

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>
AMES ST <u>Map/Route Plot</u> 167-009 9	[REDACTED]	[REDACTED] MA 02303	Book Page Date
30 INTERVALE ST <u>Map/Route Plot</u> 167-018 18	[REDACTED]	[REDACTED] MA 02333	Book Page Date
64 AMES ST <u>Map/Route Plot</u> 167-001 1	[REDACTED]	[REDACTED] MA 02333	Book Page Date
INTERVALE ST <u>Map/Route Plot</u> 167-019 19	[REDACTED]	[REDACTED] MA 02333	Book Page Date
INTERVALE ST <u>Map/Route Plot</u> 167-020 20	[REDACTED]	[REDACTED] MA 02333	Book Page Date
INTERVALE ST <u>Map/Route Plot</u> 167-021 21	[REDACTED]	[REDACTED] MA 02333	Book Page Date
29 INTERVALE ST <u>Map/Route Plot</u> 165-024 24	[REDACTED]	[REDACTED] MA 02453	Book Page Date

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>
82 AMES ST <u>Map/Route Plot</u> 167-003 3	[REDACTED]	[REDACTED] MA 02301	Book Page Date
11 BELLEVUE AV <u>Map/Route Plot</u> 165-023 23	[REDACTED]	[REDACTED] MA 02190	Book Page Date
SPARK ST <u>Map/Route Plot</u> 167-023 23	[REDACTED]	[REDACTED] MA 02302	Book Page Date
48 SPARK ST <u>Map/Route Plot</u> 167-004R 4R	[REDACTED]	[REDACTED] MA 02302	Book Page Date
48 SPARK ST <u>Map/Route Plot</u> 167-004 4	[REDACTED]	[REDACTED] MA 02302	Book Page Date
SPARK ST <u>Map/Route Plot</u> 167-022 22	[REDACTED]	[REDACTED] MA 02301	Book Page Date
AMES ST <u>Map/Route Plot</u> 167-008 8	[REDACTED]	[REDACTED] MA 02303	Book Page Date

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>	
4 BELLEVUE AV <u>Map/Route Plot</u> 166-008 8	[REDACTED]	[REDACTED] NEASTON MA 02356	Book Page Date	
50 INTERVALE ST <u>Map/Route Plot</u> 167-024 24	[REDACTED]	[REDACTED] MA 02302	Book Page Date	
10 BELLEVUE AV <u>Map/Route Plot</u> 166-009 9	[REDACTED]	[REDACTED] MA 02356	Book Page Date	
49 INTERVALE ST <u>Map/Route Plot</u> 166-007 7	[REDACTED]	[REDACTED] MA 02302	Book Page Date	
16 BELLEVUE AV <u>Map/Route Plot</u> 166-010 10	[REDACTED]	[REDACTED] MA 02370	Book Page Date	
50 SPARK ST <u>Map/Route Plot</u> 167-006 6	[REDACTED]	[REDACTED] MA 02302	Book Page Date	
53 INTERVALE ST <u>Map/Route Plot</u> 166-006 6	[REDACTED]	[REDACTED] MA 02303	Book Page Date	27065 176 20031120

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>	
59 INTERVALE ST <u>Map/Route Plot</u> 166-005 5	[REDACTED]	[REDACTED] [REDACTED] MA 02767	<i>Book</i> <i>Page</i> <i>Date</i>	40269 300 20110830
9 FAXON ST <u>Map/Route Plot</u> 166-025 25	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	31068 68 20050803
15 FAXON ST <u>Map/Route Plot</u> 166-024 24	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	33217 20 20060818
25 FAXON ST <u>Map/Route Plot</u> 166-023 23	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
66 SPARK ST <u>Map/Route Plot</u> 168-001 1	[REDACTED]	[REDACTED] [REDACTED] MA 02493	<i>Book</i> <i>Page</i> <i>Date</i>	
SPARK ST <u>Map/Route Plot</u> 167-006R 6R	[REDACTED]	[REDACTED] [REDACTED] MA 02118	<i>Book</i> <i>Page</i> <i>Date</i>	
65 INTERVALE ST <u>Map/Route Plot</u> 166-004 4	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	36634 264 20081224

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>	
8 FAXON ST <u>Map/Route</u> <u>Plot</u> 166-026 26	[REDACTED]	[REDACTED] [REDACTED] MA 02130	<i>Book</i> <i>Page</i> <i>Date</i>	26639 81 20030926
SPARK ST <u>Map/Route</u> <u>Plot</u> 168-044 44	[REDACTED]	[REDACTED] [REDACTED] MA 02118	<i>Book</i> <i>Page</i> <i>Date</i>	
53 SPARK ST <u>Map/Route</u> <u>Plot</u> 167-007 7	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
12 FAXON ST <u>Map/Route</u> <u>Plot</u> 166-027 27	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	38972 38 20100914
75 INTERVALE ST <u>Map/Route</u> <u>Plot</u> 166-003 3	[REDACTED]	[REDACTED] [REDACTED] MA 02303	<i>Book</i> <i>Page</i> <i>Date</i>	
86 INTERVALE ST <u>Map/Route</u> <u>Plot</u> 168-043 43	[REDACTED]	[REDACTED] [REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
20 FAXON ST <u>Map/Route</u> <u>Plot</u> 166-028 28	[REDACTED]	[REDACTED] [REDACTED] MA 02303	<i>Book</i> <i>Page</i> <i>Date</i>	

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>	
79 INTERVALE ST <u>Map/Route Plot</u> 166-002 2	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	35972 192 20080516
17 BLENDALL ST <u>Map/Route Plot</u> 166-030 30	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	44289 201 20140505
88 SPARK ST <u>Map/Route Plot</u> 168-002 2	[REDACTED]	[REDACTED] MA 02118	<i>Book</i> <i>Page</i> <i>Date</i>	
83 INTERVALE ST <u>Map/Route Plot</u> 166-001 1	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	18497 203 20000505
<u>Map/Route Plot</u>			<i>Book</i> <i>Page</i> <i>Date</i>	
94 SPARK ST <u>Map/Route Plot</u> 168-003 3	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
77 SPARK ST <u>Map/Route Plot</u> 168-040 40	[REDACTED]	[REDACTED] MA 02358	<i>Book</i> <i>Page</i> <i>Date</i>	

<i>Property Location</i>	<i>Owner Information</i>	<i>Address Information</i>	<i>Deed Information</i>	
10 BLENDALL ST <u>Map/Route Plot</u> 166-031 31	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	43017 333 20130503
12 BLENDALL ST <u>Map/Route Plot</u> 166-032 32	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	32100 329 20060123
BLENDALL ST <u>Map/Route Plot</u> 166-074 74	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
18 BLENDALL ST <u>Map/Route Plot</u> 166-033 33	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	36565 99 20081126
90 INTERVALE ST <u>Map/Route Plot</u> 168-041 41	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
INTERVALE ST <u>Map/Route Plot</u> 168-010 10	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	
INTERVALE ST <u>Map/Route Plot</u> 168-011 11	[REDACTED]	[REDACTED] MA 02302	<i>Book</i> <i>Page</i> <i>Date</i>	

Community Outreach Meeting Attestation Form

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

I, GARY E. LEONARD, (insert name) attest as an authorized representative of Natural Agricultural Products (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on JANUARY 14, 2020 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on JANUARY 7, 2020 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on JANUARY 7, 2020 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on JANUARY 7, 2020 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

**HOST COMMUNITY AGREEMENT
BETWEEN THE CITY OF BROCKTON
AND
NATURAL AGRICULTURAL PRODUCTS, LLC**

This Agreement (the "Agreement") entered into this 19 day of MARCH, 201⁹ by and between the CITY OF BROCKTON, acting by and through its Mayor, with offices at 45 School Street, Brockton, Massachusetts 02301 ("the City") and **NATURAL AGRICULTURAL PRODUCTS, LLC**, a duly organized Massachusetts corporation with a principal office address of 82 BRIAN DRIVE, Brockton, Massachusetts ("the Company").

WHEREAS, the Company wishes to operate as a Marijuana Cultivator and Marijuana Product Manufacturer ("the Establishment") as those terms are defined in G. L. c. 94G and the regulations of the Cannabis Control Commission, 935 CMR 500; and

WHEREAS, Company, notwithstanding any exempt status, intends to pay all local taxes attributable to its operation, including sales taxes and real estate taxes on the space within which the Establishment is located;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the City, and intends to provide certain benefits to the City over and above typical economic development benefits attributable to other types of business establishments that are locating in the City;

WHEREAS, the Parties intend that this Agreement shall constitute the stipulations of responsibilities between the City and the Company pursuant to G. L. c. 94G, § 3, as amended by Stat. 2017 c. 55, § 25 for the Company's operations as Marijuana Cultivator and Marijuana Product Manufacturer in the City; and

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Community Impact.

The City anticipates that, as a result of the Company's operation of the Establishment, the City will incur both tangible and intangible costs, expenses, and impacts on the City and its resources, including but not limited to the following: road system, traffic, public infrastructure, noise, security and law enforcement, public safety, inspectional services, public health, permitting services, youth prevention & education, public safety awareness campaigns, drug abuse rehabilitation, administrative services, educational materials and office supplies, inspections, municipal officials time, municipal resources like electricity and water, and potential additional unforeseen impacts upon the City.

Accordingly, in order to mitigate the direct and indirect financial impact upon the City and

use of City resources, the Company agrees to annually pay a community impact fee to the City, in the amounts and under the terms provided herein (the "Annual Payments"). Company shall make annual community impact payments, pursuant to G.L. c. 94G, §3, as amended by Stat. 2017 c. 55 §25, to the City in the amount of three percent (3%) of gross sales of Marijuana Infused Products (MIPs) from the Premises. With respect to any wholesale sales of marijuana or MIPs from the Premises to third parties, or to another operation or location owned by Company that operates outside the City of Brockton, Company shall also make an annual community impact payment in the amount of 3% of gross wholesale sales of marijuana and MIPs. For the purposes of calculating the annual community impact payment, gross sales derived from such wholesale sales shall be assigned a commercially reasonable market value. At all times, Company shall retain documentation on wholesale sales from the Premises to any other operation or location owned by Company, and on the data used to calculate commercially reasonable market prices for such wholesale sales. Company shall provide such documentation to the City annually as provided in Paragraph 4.

In the event the Legislature raises the current three percent maximum amount of community impact payments that Marijuana Cultivator and/or Marijuana Product Manufacturer may pay to a municipality pursuant to 94G, §3(d), Company shall pay a community impact payment based upon the highest percentage of gross sales from the Premises and at such a rate as allowed by the Legislature.

It is expressly agreed by the Parties that in the event Company executes a Host Community Agreement pursuant to 94G, §3, with any other municipality that pays to said municipality a community impact fee greater than the community impact fee provided in Paragraph 2 of this Agreement, Company shall pay to the City the same community impact fee provided to said other municipality.

2. Payments

In the event that the Company obtains a Final License, or such other license and/or approval as may be required, for the operation of the Establishment in the City by the Massachusetts Cannabis Control Commission (the "CCC"), or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits, licenses and/or approvals required by the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which said permits, licenses, and/or approvals allow the Company to locate, occupy and operate the Establishment in the City (the "Opening"), then the Company agrees to provide the following Payment for each year this Agreement is in effect. Provided, however, that if the Company fails to secure any such other license and/or approval as may be required, the Company shall reimburse the City for its legal fees associated with the negotiation of this Agreement.

- a) The Company shall make the Annual Payments specified in Paragraph 1:

Community Impact, on a quarterly basis each calendar year on the following schedule: January 1, April 1, July 1, and October 1 beginning on the first of such dates after the opening.

- b) The Company shall make the Annual Donations specified in Paragraph 3: **Donation for Drug Related Education and Drug Prevention Programs**, on a quarterly basis each calendar year on the following schedule: January 1, April 1, July 1, and October 1 beginning on the first of such dates after the opening.

3. Donation for Drug Related Education and Drug Prevention Programs.

The Company, as permitted by law, in addition to any other payments specified herein, confirms that it shall annually voluntarily contribute to a non-profit entity or entities in an amount of five percent (5%) of the first \$500,000.00 in gross wholesale sales of marijuana cultivated and manufactured at the Premises for the purposes of drug related education and drug prevention programs for the benefit of the general health, safety and well being of the City residents. (the "Annual Donations").

The drug education programs and drug prevention programs shall be held for the benefit of Brockton based non-profit entities operating within the City boundaries. Prior to the selection of a non-profit entity program for this purpose, the Company will review their intentions with the City, acting through its Mayor, to ensure that the proposed programming is consistent with community needs. The Annual Donations shall not be considered part of the Annual Payment to the City. Annual Donations shall be made in accordance with the Annual Payment schedule set forth in Paragraph 2 and documented pursuant to Paragraph 4. In the event that no non-profit entity can offer the appropriate programming to the City, the contribution shall be paid to the City to hold in a restricted fund for release upon mutual and written agreement of the Company and City once an eligible non-profit program is identified.

For the purposes of calculating the Donation for Drug Related Education and Drug Prevention Programs, gross sales derived from such wholesale sales shall be assigned a commercially reasonable market value. At all times, Company shall retain documentation on wholesales from the Premises to any other operation or location owned by Company, and on the data used to calculate commercially reasonable market prices for such wholesale sales. Company shall provide such documentation to the City annually as provided in Paragraph 4.

4. Annual Filing.

Company shall notify the City when the Company commences sales pursuant to statute and regulation, at the Establishment and shall submit annual financial statements to the City on or before May 1, which shall include certification of gross sales for the previous calendar year, and all other information and corroborating documentation required to ascertain

compliance with the terms of this Agreement. The Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth to obtain and maintain pursuant to its Marijuana Cultivator and Marijuana Product Manufacturer licenses for the Establishment from the CCC.

During the term of this Agreement and for three (3) years following termination of this Agreement, the City shall have the right to examine, audit and copy (as its sole cost and expense), the Company's business records (financial or otherwise) as related to the determination of the required Payment as outlined in Paragraph 2. The inspection of business records by the City shall occur only during normal business hours at such place where books, financial records and accounts are maintained. The City's examination, copying, or audit of such records shall be conducted in such a manner as not to interfere with Company's normal business activities.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the CCC. All records shall be retained for a period of at least seven (7) years.

5. Re-Opener/Review.

In the event that the Company enters into a host community agreement for a Marijuana Establishment with another municipality in the Commonwealth of Massachusetts that contains terms that are superior to what the Company agrees to provide the City pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the City equivalent or superior to those provided to the other municipality.

6. Local Taxes.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be held in ownership by a for-profit company and be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall seek a non-profit exemption from paying such taxes.

7. Community Support and Additional Obligations.

- a) Local Vendors: To the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire or contract with local professionals, businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment.
- b) Employment: Except for senior management, and to the extent permissible by

law, the Company shall use good faith efforts to hire City residents.

- c) Drug Related Educational and Prevention Programs: If requested by the City, Company shall provide qualified staff to participate in City-sponsored public health education programs, not to exceed four (4) in any calendar year, and to work cooperatively with other City public safety departments not mentioned in the Agreement.

8. Support.

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local ordinances relating to the Company's application for a License to operate the Establishment, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application submitted by the Company, in any particular way other than by the City's normal and regular course of conduct, subject to the statutes, rules, regulations and guidelines governing them. The City agrees to use reasonable efforts to work with Company, if approved, to help assist the Company with their community support and employee outreach programs.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals subject to the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the City, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Ordinances, and regulations.

9. Security.

- a) Company shall maintain security at the Establishment at least in accordance with the security plan presented to the City and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring agents to produce their Agent Registration Card to law enforcement upon request.
- b) To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state

licensing or monitoring authority, as the case may be, the Company shall work with the City's Police Department in determining the placement of exterior security cameras.

- c) Company agrees to cooperate with the City's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any anti-diversion procedures.
- d) Company shall promptly report the discovery of the following occurrences within the City to the City's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

10. On-site Consumption.

The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Establishment.

11. Term and Termination.

This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This Agreement shall continue in effect for so long as the Company operates the Establishment or any similar Marijuana Establishment within the City, or, one (1) year from the date of this Agreement, whichever is earlier. At the conclusion of the term of this Agreement, the Parties may renegotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the City or in any way loses or has its license revoked by the Commonwealth or Local Licensing Authority, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under section 2 above.

12. Failure to Locate and/or Relocation.

This Agreement shall be null and void in the event that the Company does (1) not locate an Establishment in the City, in which case, the Company shall reimburse the City for its legal fees associated with the negotiation of this Agreement; (2) relocates the Establishment out of the City; or (3) ceases any operations of a Establishment. In the case of relocation or closure out of the City, an adjustment of funds due to the City hereunder shall be calculated based upon the period of operation within the City, but in no event shall the City be responsible for the return of any funds already provided to it by the Company. If, however, the Establishment is closed or relocated out of the City prior to the first anniversary of the date of this Agreement, the Company shall pay the City as liquidated damages an amount equal to two hundred fifty thousand dollars (\$250,000) in consideration of the expenditure of resources by the City in negotiating this agreement and preparing for impacts. Evidence of the security for this obligation shall be made in the form of a payment bond with a surety acceptable to the City.

13. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the Superior court of Plymouth County in the Brockton session.

14. Amendments/Waiver.

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the City, prior to the effective date of the amendment.

15. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and, to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

16. Successors/Assigns.

This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the City, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or

obligate any of the monies payable under this Agreement, except by and with the written consent of the City.

17. Compliance.

Company agrees to comply with all laws, rules, regulations and orders applicable to the Premises, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary license(s), permit(s), and approvals required for the performance of renovation or construction of the Premises.

Company agrees to comply with all State and local laws, rules, regulations, and orders applicable to the Marijuana Enterprise provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary license(s), permit(s), and approvals required for the performance of establishing and operating the Marijuana Enterprise.

18. Headings.

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

19. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

20. Indemnity.

Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of Company's breach of this Agreement or the gross negligence or misconduct of the Company or Company's agents or employees.

21. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

22. Entire Agreement.

This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or

amended except by a written document executed by the Parties hereto.

23. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To City: Mayor Bill Carpenter
Brockton City Hall
45 School Street
Brockton, MA 02301

To Company: Natural Agricultural Products, LLC
Richard Staiti, Esq., Registered Agent
9 Burns Avenue
Canton, MA 02021

24. Third-Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Parties have hereafter set faith their hand as of the date first above written.

In witness whereof, the Parties have hereafter set faith their hand as of the date first above written.

For the City of Brockton:

Honorable Mayor Bill Carpenter
City of Brockton
45 School Street
Brockton, MA 02301

Signature: _____

Bill Carpenter

Date: _____

4/1/19

Natural Agricultural Products, LLC

Gary Leonard, Manager
82 Brian Drive
Brockton, MA 02301

Signature: _____

Gary Leonard

Date: _____

March 19 - 2019

Approved as to form only:

[Signature] *4-1-19*

Law Department Date

6. Plan for Positive Impact

The following is a plan by Natural Agricultural Products to positively impact areas of disproportionate impact, as defined by the commission: 935 CMR 500.101(1)(a)(11); 935 CMR 500.102(2)(B)(10).

Natural Agricultural Products, LLC. and its planned cultivation and manufacturing facility will be located in Brockton, MA which is identified as a community of disproportionate Impact by the Cannabis Control Commission in its Guidance for Identifying Areas of Disproportionate Impact.

Brockton is our target area.

The plan for measurable goals would include the following:

The Applicant shall hire:

1. 100% of staff shall be residents of the Commonwealth of MA and at least 10% of staff will have a prior drug conviction(s).
 - a. All applicants' residencies will be verified by background and CORI check and a copy of a valid State ID.
 - b. The applicant shall post monthly advertisements in the local newspaper, The Brockton Enterprise, stating that the establishment is specifically looking for Massachusetts Residents who have prior conviction(s) of a drug crime.
2. The applicant shall work annually with neighborhood organizations (i.e. "Tuki's Park Clean-Up Day"), Brockton businesses and City neighborhoods to enhance the quality of life of Brockton by volunteering and/or through donations - as well as infrastructural improvements (i.e. neighborhood lighting, neighborhood community watch system, sidewalk and curbing improvements in the immediate area of the business, etc.). **Such events will be held at the discretion of the respective organizations and N.A.P. has committed to sponsoring a minimum of three (3) such events per year.**
 - a. The applicant will ensure that forty (40) hours of labor annually will be devoted to volunteerism and additionally a **minimum of three (3) events annually will be sponsored by the applicant** (i.e. neighborhood clean-ups, organized community events, etc.) The applicant will require that participating employees log community hours through a tracking sheet system. The applicant will donate up to twenty-five thousand (\$25,000) annually to neighborhood organizations as well as infrastructural improvements. The allocations of donated funds will be logged and documented on our financial ledger by the company's bookkeeper.
 - b. Written verification by the "Village Neighborhood Association" that the events were held in the manner stated above.
 - c. Photographs and Social Media confirmation of the above stated events.
3. The applicant will donate an additional twenty-five thousand (\$25,000) to the community education of drug addiction in partnership with the Brockton "Champion" schooling program.

- a. Success of this goal will be measured by monitoring the membership and expansion of the “Champion” schooling program though maintaining regular communication with the school’s administration.
- b. Written verification by the Champion Plan they are willing to accept donations, logged and documented in the manner stated above.

The Human Resource Department will keep track of any/all employees who fall under these guidelines by providing monthly fact sheets to those employees explaining the N.A.P. hiring policies, practices and goals. HR will also be keeping a monthly report on the company’s progress on following all stated goals. A report for the Board of Directors will be delivered monthly for meetings ensuring that N.A.P. has accurately assessed the number of employee’s hired and has successfully fallen within this criterio- this report will be on hand for inspection by the CCC annually. Additionally, these reports will be distributed to the CCC upon the annual renewal of our licensure.

Our establishment intends to make monetary donations to the Village Neighborhood Association of Brockton, MA (VNA) and the “Champion” schooling program.

N.A.P. has joined local organizations that are vital resources to improving conditions within the City of Brockton. Examples of this type of business organization are; the Montello Business Association (MBA) - their mission is to help new businesses get resources that the city and state can’t provide in order to improve the quality of life of Brockton residents. As well as the Village Neighborhood Association (VNA) - a group of residents that organize events such as; neighborhood clean ups, crime watch, dedications, and children events that include participation with families at our local parks. **N.A.P. has committed to sponsoring at a minimum of three (3) events per year** by both volunteering and monetary donations. Both of these organizations are non-profit and N.A.P. has joined both organizations.

Marketing and Advertising:

Natural Agricultural Products, is a wholesale company with a simple logo - the abbreviation of the company’s name (NAP) in a green custom-made lettering with no shapes, symbols, images, or characters. N.A.P. will have a website that only adults over the age of 21 can access. As a wholesale company, N.A.P. will be strictly selling our product to other licensed Marijuana Establishments. We will at all times ensure we are following the rules and regulations of the CCC set forth under 935 CMR 500. 105(4).

N.A.P.’s plan is that any/all actions taken by, or programs instituted by will not violate the commission’s regulations with respect to ownership or control, or any other state laws that may apply.

Goal:

- 1) To service the City of Brockton - an approved area of disproportionate impact as stated by the Commonwealth of MA and the Cannabis Control Commission.
- 2) Ensure that all employees hired are MA residents, with a selective hiring process
- 3) Communicate/collaborate monthly with local the local newspaper to ensure that N.A.P. recruits employees that fall within the criteria of our plan as stated above without catering to persons under the age of 21 and will at all times adhere to the requirements set forth under 935 CMR 500.105(4)
- 4) Work with City organizations, businesses and neighborhoods to enhance the quality of life by volunteering, donations or both.
- 5) Programs instituted, or actions taken by Natural Agricultural Products will not violate the CCCs regulations with respect to limitations on ownership, control, or other applicable state laws.

Program:

- 1) Human Resources Department will set-up workshops for bi-ligule employees and Brockton residents to ensure they understand the rules and regulations set forth by the Cannabis Control Commission
- 2) Human Resources will send employees a questionnaire on a quarterly basis requesting their input on the policies, employment practices, and conditions in the workplace.

THIS PLAN TO POSITIVELY IMPACT AN AREA OF DISPROPORTIONATE IMPACT IS PRACTICAL AND NATURAL AGRICULTURAL PRODUCTS INTENDS TO FULLY IMPLEMENT IT AND ACHIEVE SUCCESS. WE WILL EVALUATE THE PROGRESS OF THE PLAN MONTHLY IN PREPARATION FOR DEMONSTRATING SUCCESS UP TO LICENSE APPROVAL.

NATURAL AGRICULTURAL PRODUCTS COMPLIES WITH THE FOLLOWING STATEMENTS:

Natural Agricultural Products will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Natural Agricultural Products states that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

**OPERATING AGREEMENT FOR MEMBER-MANAGED
NATURAL AGRICULTURAL PRODUCTS, LLC**

INTRODUCTION

The undersigned are all of the Members of Natural Agricultural Products, a Limited Liability Company formed under the laws of the Commonwealth of Massachusetts. The undersigned hereby adopt the following Operating Agreement pursuant to the LLC laws of the Commonwealth of Massachusetts, and do hereby certify and agree as follows:

ARTICLE I – NAME

1.1 Name of Business: The name of the Company is Natural Agricultural Products, LLC.

ARTICLE II. – OFFICES AND REGISTERED AGENT

2.1 Principal Office: The principal office of the Company is located at 82 Brian Drive, Brockton, MA 02301. The Company may have other offices, inside or outside the Commonwealth of Massachusetts as the Members may designate.

2.2 Registered Office: The registered office of the Company in the Commonwealth of Massachusetts is located at 9 Burns Avenue, Canton, MA 02021. The registered agent of the Company for service of process at that address is Richard R. Staiti, Esq.

ARTICLE III. – BUSINESS PURPOSE

3.1 Business Purpose: The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the LLC laws of the Commonwealth of Massachusetts.

ARTICLE IV. – MEMBERS

4.1 Members: The names of each initial Member, their capital contributions, and percentage interests are as follows:

<u>Name</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>Gary Edmund Leonard</u>	<u>\$0.00</u>	<u>51.0%</u>
<u>Kathryne M. Redden</u>	<u>\$0.00</u>	<u>49.0%</u>

4.2 Additional Members: Additional Members may be admitted upon the consent of a majority share of all Members.

4.3 Withdrawing: A Member may withdraw from the Company upon six months written notice to each remaining Member.

ARTICLE V. – MEMBERS' CAPITAL ACCOUNTS

5.1 Capital Accounts: The Company will maintain a separate capital account for each Member. Each Member's capital account will reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's capital account will also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

- a) Each Member's capital account will be increased by: 1) the amount of money or the fair market value of property contributed by the Member to the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to), 2) the amount of any Company liabilities assumed by the Member, and 3) allocations to the Member of profit, income, or gain.
- b) Each Member's capital account will be decreased by: 1) the amount of money and the fair market value of property distributed to the Member by the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to), and 2) allocations to the Member of losses, deductions, and expenses.
- c) In the event of a permitted sale or exchange of an interest in the Company, the capital account of the transferor will become the capital account of the transferee.
- d) The manner in which capital accounts are to be maintained pursuant to this Operating Agreement is intended to comply with the requirements of the Internal Revenue Code Sec. 704(b) and the regulations thereunder. It is the specific intent of the Members that all adjustments as may be required pursuant to Sec. 704(b), and any restrictions thereunder, be made, so as to cause the allocations prescribed hereunder to be respected for tax purposes.

5.2 Fiscal Year: The fiscal year of the Company will be June 30th. The books and records of the Company will be maintained in accordance with generally accepted accounting principles and Sec. 704(b) of the Internal Revenue Code and the regulations thereunder.

ARTICLE VI. – ALLOCATIONS AND DISTRIBUTIONS

6.1 Allocations and Distributions: All items of Company income, gain, loss, deduction, credit, or the like will be allocated among the Members in accordance with their respective percentage interests with the exception of cultivation and retail profits described in Section 6.3.

6.2 Distributions of Cash or Assets: Distributions of cash or other assets may be made to the Members from time to time. All distributions will be made to the Members in accordance with their respective percentage interests with the exception of cultivation and retail profits described in Section 6.3.

6.3 Sharing of Profits Among Members for Cultivation and Retail: The Members agree that the profits from retail sales of marijuana shall be shared as follows:

- a) **Gary Edmund Leonard:** 50.0%
- b) **Kathryne M. Redden:** 50.0%

The Members agree that the profits from the cultivation of marijuana shall be shared as follows:

	Kathryne M. Redden	Gary Edmund Leonard
Fiscal Year 1	100%	0%
Fiscal Year 2	75%	25%
Fiscal Year 3	50%	50%

ARTICLE VII. – ASSIGNMENT OF MEMBERSHIP INTERESTS

7.1 Assignment of Membership Interests: A Member may assign his or her membership interest in the Company in whole or in part. The assignment of a membership interest does not in and of itself entitle the assignee to become a Member. The assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to, and the assignee will only become an assignee of a membership interest and not a substitute Member.

7.2 Substitute Members: An assignee of a membership interest will be admitted as a substitute Member and will be entitled to all the rights and powers of the assignee only if a majority share of the other Members unanimously consent. If admitted, the substitute Member has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member.

ARTICLE VIII. – VOTING; MEMBERS MEETINGS

8.1 Voting: Except to the extent provided to the contrary in this Operating Agreement, all Members will be entitled to vote on any matter submitted to a vote of the Members.

- a) Unless a greater vote is required by the LLC laws of the Commonwealth of Massachusetts, the Articles of Organization, or this Operating Agreement, the affirmative vote or consent of a majority in interest of the Members present at meeting at which a quorum is present will be the act of the Members.
- b) The consent of a majority share of all Members will be required to approve the following: 1) the dissolution of the Company, 2) the merger of the Company; 3) the conversion of the Company, 4) the authorization or ratification of acts that would otherwise violate the duty of loyalty, 5) an amendment to the Articles of Organization, 6) the sale, exchange, lease, or other transfer of all or substantially all of the assets of the Company other than in the ordinary course of business, 6) the compromise of an obligation to make a contribution, 7) the making of interim distributions, 8) the admission of a new Member, 9) the use of the Company's property to redeem an interest subject to a charging order, 10) an amendment to the Operating Agreement.

8.2 Annual Meetings of Members: Annual meetings of Members may be held at such time and at such place as the Members designate. Special meetings of Members may be called at the request of any Member.

8.3 Notice of Meetings: The Company will deliver notice stating the date, time, place, and purposes of any meeting to each Member entitled to vote at the meeting. Notice will be given not less than 10 days nor more than 30 days before the date of that meeting.

8.4 Quorum: A majority in interest, represented in person or by proxy, will constitute a quorum for the transaction of business at a meeting of Members.

8.5 Unanimous Written Consent: Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, if consents in writing, setting forth the action taken, are signed by all Members entitled to vote at the meeting.

8.6 Voting by Proxy: A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment instrument either personally or by the Member's attorney-in-fact.

8.7 Meeting Participation: A Member may participate in a meeting by means of telephone conference or similar equipment.

ARTICLE IX. – MANAGEMENT OF THE COMPANY

9.1 Management: The Company will be managed by all of its Members.

- a) Subject to the delegation of rights and powers provided for herein, the Members will have the sole right to manage the business of the Company and will have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company.
- b) The Members may appoint a President, Treasurer, Secretary, or such other Officers as they may deem necessary or appropriate.
- c) The Members may appoint, employ, or otherwise contract with other persons or entities for the transaction of business of the Company or the performance of services for or on behalf of the Company as they may deem necessary or appropriate. The Members may delegate to any Officer of the Company or to any other person or entity such authority to act on behalf of the Company as they may deem appropriate.
- d) Any Member, Officer, or other person specifically authorized by the Members may execute any contract or other agreement or document on behalf of the Company and may execute and file on behalf of the Company with the secretary of state any document required or permitted to be filed under the LLC laws of the Commonwealth of Massachusetts.

ARTICLE X. – STANDARD OF CONDUCT; INDEMNIFICATION

10.1 Conduct: A Member owes the Company and its other members a duty of loyalty and a duty of care. The duty of loyalty is limited to: 1) accounting to the Company and holding as trustee for it, any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's business, 2) refraining from dealing with the Company as or on behalf of a party having an interest adverse to the Company, and 3) refraining from competing with the Company. The duty of care is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. A Member will discharge his or her duties consistently with the obligation of good faith and fair dealing.

10.2 Indemnification: Except as otherwise provided in this Article, the Company will indemnify any Member and may indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to any action, suit or proceeding, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, employee or agent of the Company against expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person met the standard of conduct set forth above in this Article.

- a) To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, such person will be indemnified against actual and reasonable expenses, including attorney's fees, incurred by such person in connection with the action, suit, or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, will be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct. That determination will be made by a majority percentage share vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding.
- b) No indemnification will be provided to any Member, employee, or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

ARTICLE XI. – DURATION; DISSOLUTION

11.1 Duration: The Company will continue in existence until dissolved pursuant to the LLC laws of the Commonwealth of Massachusetts.

11.2 Dissolution: The Company will be dissolved and have its affairs wound up and terminated upon the determination of a majority percentage share of all of the Members to dissolve the company, or upon the occurrence of any other event causing a dissolution of the Company pursuant to the LLC laws of the Commonwealth of Massachusetts.

11.3 Winding Up: Upon dissolution, the Company will cease carrying on its business and affairs and will commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company will be distributed first to creditors to the extent permitted by law in satisfaction of the Company's debts, liabilities, and obligations, and second to Members and former Members in satisfaction of liabilities for distributions and in accordance with their percentage interests.

ARTICLE XII. – MISCELLANEOUS PROVISIONS

12.1 Entire Agreement: This Operating Agreement embodies the entire agreement and understanding among the Members with respect to the subject matter within. This Operating Agreement supersedes any and all other agreements, either oral or written, among the Members with respect to the subject matter within.

12.2 Severance: Every provision of this Operating Agreement is intended to be severable. The invalidity or illegality of any particular provision of this Operating Agreement will not affect the other provisions, and this Operating Agreement will be construed in all respects as if such invalid or illegal provisions were omitted.

12.3 Amendments and Revocations: This Operating Agreement may be amended or revoked at any time by the written consent of all of the Members.

12.4 State Law: This Operating Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Signature Page to Follow

BYLAWS
OF
NATURAL AGRICULTURAL PRODUCTS
A Massachusetts Corporation

ARTICLE I
OFFICES

Section 1. The registered office of this corporation shall be in the County of Plymouth, State of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the State of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the State of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the State of Massachusetts as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2018, shall be held on the 15th day of June each year if not a legal holiday and, if a legal holiday, then on the next secular day following, or at such other time as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to "attend."

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or a Vice-President or the secretary or an Assistant Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without this State, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty

days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a

majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall be three (3). The number of directors may from time to time be increased or decreased to not less than one nor more than fifteen by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or

without the State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the Chairman or the President or by any Vice-President or by any two directors. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Incorporation. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a

stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or

stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII OFFICERS

Section 1. The officer of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a Chairman of the Board who shall be a director, and shall choose a President, a Secretary and a Treasurer, none of whom need be directors.

Section 3. The Board of Directors may appoint a Vice-Chairman of the Board, Vice-Presidents and one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 5. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 6. The Chairman of the Board shall preside at meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 7. The Vice-Chairman shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 8. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 9. The Vice-President shall act under the direction of the President and in the absence or disability of the President shall perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe. The Board of Directors may designate one or more Executive Vice-Presidents or may otherwise specify the order of seniority of the Vice-Presidents. The duties and powers of the President shall descend to the Vice-Presidents in such specified order of seniority.

Section 10. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 11. The Assistant Secretaries shall act under the direction of the President. In order of their seniority, unless otherwise determined by the President or the Board of Directors, they shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 12. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 13. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The Assistant Treasurer in the order of their seniority, unless otherwise determined by the President or the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties

and have such other powers as the President or the Board of Directors may from time to time prescribe.

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed,

shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under

the General Corporation Law of the State of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Massachusetts.

ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

APPROVED AND ADOPTED this ____ day of _____, 200_.

Secretary

CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of XYZ COMPANY, INC., and that the foregoing Bylaws, consisting of 9 pages, constitute the code of Bylaws of the Corporation, as duly adopted at a regular meeting of the Board of Directors of the corporation held _____, 200_.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____ day of _____, 200_.

Secretary

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

mass.gov/dor

Letter ID: L0092285504
Notice Date: June 23, 2020
Case ID: 0-000-672-549



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATURAL AGRICUTURAL PRODUCTS LLC
82 BRAIN DRIVE
BROCKTON MA 02301

Why did I receive this notice?

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

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

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

What if I have questions?

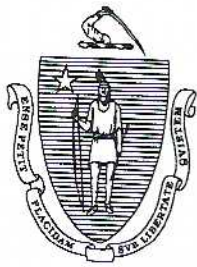
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

June 18, 2020

TO WHOM IT MAY CONCERN:

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

NATURAL AGRICULTURAL PRODUCTS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 4, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **GARY EDMUND LEONARD, KATHRYN M. REDDEN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GARY EDMUND LEONARD, KATHRYN M. REDDEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **GARY EDMUND LEONARD, KATHRYN M. REDDEN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Natural Agricultural Products, LLC.

Dually registered with the Secretary of State in MA

EIN #: 82-4298481

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EXECUTIVE SUMMARY

1.0 Cannabis is a new and exciting Industry introduced to Massachusetts by the will of the voting population in 2016. Natural Agricultural Product's business plan has been created to lay out pertinent information gathered from states that have approved the recreational sale of cannabis for a number of years. This business plan will cover our mission, site analysis, trends, demographics, finance, employment, inventory, and marketing strategies. All informational statistics obtained are listed in the appendix on the last page of this report.

Site analysis is based off 80,000 sq. ft. footprint, allowing 60,000 sq. ft. of canopy for cultivation, 15,000 sq. ft. for packaging and manufacturing, and 5,000 sq. ft. of office space. N.A.P. will begin with 6,000 sq. ft. of canopy, and 2,000 for manufacturing, with 3,000 of office space, with future plans of expanding our cultivation center to utilize the entire building as stated above. The timeline goal for all to be at full capacity is 3 years.

Demographic information was obtained from government-reported census websites (census.us and neighborhoodscout.com) compiled into charts as to be easily read, and compared. Marketing information explains strategies, and avenues to explore to identify and target our cliental, and demonstrates the need to retain our customer base. Various websites such as cannabisbusinesstimes.com, forbes.com, mjbizdaily.com, and cannabisconsumer.org were used to analyze the business plan information. The marketing tools suggested were blogs, face book, linked in, twitter, Instagram, snapshot, and other social media sites, which we will use toward marketing to retail establishments.

Cultivation according to newfrontierdata.com the average harvest is \$1,120,100 per acre which breaks down to \$257,623.00 for 10,000 sq. ft., harvesting 3-4 times at average per year, adding \$1,000,000 plus for each 10,000 sq. ft. of canopy. Natural Agricultural Products has the capacity to expand their facility up to 60,000 sq. ft., and plan to be at full capacity within 3 years of operation.

Natural Agricultural Products has researched, and contacted qualified, experienced personal that have the ability to train employee's the rules and regulations provided by the Cannabis Control Commission of Massachusetts. N.A.P. will require that all employees attend seminars pertaining to the 935 CMR 500.00: Adult use of marijuana provided by the Commonwealth of Massachusetts at the company expense. N.A.P. will also conduct continuing educational classes, keeping staff up to date on changes to the regulations, and requirements that the CCC could alter or add in the future as the Industry progresses.

The business plan will cover market needs, trends, and growth, with a strategy to accomplish these goals. Pro-forma, and financial statements are subject to change depending on a variety of circumstances such as growth, expansion, and acquisitions. Our focus is to open one (1) retail dispensary as available, and one (1) cultivation facility in the city of Brockton in 2019, the City of Brockton limits one license to all applicants for any and all tiers of licensing. N.A.P. has the research, and development team working on retail

locations in Fall River, and Taunton, Ma. that has similar demographics and population as Brockton.

Natural Agricultural Products will progress to extractions of cannabis for vape pens, tinctures, ointments, chocolates, candies, etc. These are other revenue streams that N.A.P. will develop within the first year of opening. N.A.P. has had conversations with entrepreneurs that will sell edibles that would accommodate the retail cannabis Industry. The N.A.P sales team will market to these retailers of our large selection of infused edibles, oils, tinctures, and vapes. N.A.P. has chosen the City of Brockton to use as our model for the opening our first cultivation, and manufacturing facility. The model that N.A.P. will use comes from Boulder Co., whereas the population and household medium are close to the same. The difference that you will see in the business plan is the potential to capitalize on the market that abuts the city of Brockton that is 3 times larger than Boulder Colorado. Brockton is considered the hub of the South Shore, also referred to as the gateway to the Cape, and surveys show that most of the residents that live in towns near by originated from Brockton. These are few of the reasons why Brockton was selected to be home to our company.

The N.A.P. plan within 5 years of operation, year (1) have 1 cultivation facility supplying 60,000 sq. ft. of canopy, 15,000 sq. ft. to manufacture, package, and label flower, edibles, tinctures, vapes, and oils, and 5,000 sq. ft. to consolidate office space. After first year we will be looking to open our first retail dispensary, focusing in different communities, such as Fall River, New Bedford, Taunton, and Brockton Ma., We made contact with town officials there, and licenses are available to negotiate a host agreement with them at a timeline suitable for all parties, this would be year two. The start of year three N.A.P. will acquisition all properties that are dispensaries and cultivation centers and rehab the buildings to framework or theme of the neighborhood, in an environmentally friendly manner. The company will covert to clean energy, with the installation of solar and wind power, setting an example to others, and assisting other companies on the process of going green.

2.0 Mission Statement

Natural Agricultural Products, LLC (N.A.P.) is dedicated to providing safe and affordable cannabis products in a professional and secure environment that will meet the needs of our clientele. We are committed to continuing to strengthen our relationship with the cities and towns we locate in by supplying revenue to economically enhance the community and its citizens.

3.0 Site Planning and Analysis

Natural Agricultural Products, LLC plans to open multiple locations. Our focus is Brockton Ma. with our company office located at 4 Main St on the 2nd floor in Suite 215. Dispensaries, and cultivation centers will be located in areas where there is proper zoning and ordinances, no moratorium and with public support. All due diligence will be done before any and all leases are signed to ensure N.A.P. remains compliant at all times.

Our legal team has given an opinion letter attached to this business plan stating that there are no current codes or ordinances prohibiting dispensing operations in our chosen cities and towns, Taunton, Fall River, New Bedford, and Brockton. The administrators, Police Chief, and County Sherriff have been notified of the intention to open recreational marijuana businesses and have no objections.

All parties acknowledge that this is governed by the will of the voters, who have passed legislation to allow for the recreational sale of cannabis within the Commonwealth of Massachusetts (935 CMR 500.000). N.A.P. reserves the right to allow for any local official who has voiced any concerns to be active, sitting members on N.A.P.'s Board of Directors, in order to best address any/all concerns voiced. N.A.P. has also promised total transparency to the police by allowing them to connect to all surveillance cameras within any/all locations operated by Natural Agricultural Products, LLC.

The proposed facilities will be located 500 feet from any school, and any other named business by the Commonwealth, thus abiding by state regulations. The facilities will have discreet signs which will at all times conform to all state and local regulations and ordinances.

Our proposed locations also allow for easy access by public transportation. Our office is within walking distance to both MBTA and BAT Stations and is located directly on a major Commuter Rail line. The dispensaries will be completely compliant with ADA laws, allowing for easy access for our handicapped patrons and doors wide enough for a wheelchair.

All N.A.P. facilities will work closely with the community to become an integral part and will address all specific zoning regulations. Natural Agricultural Products, LLC and its Executive Staff are sensitive to the various issues that have arisen pertaining to cannabis companies throughout the country and promise to remain diligent with our continued compliance at all times.

4.0 Estimated Market Size

Natural Agricultural Products, LLC has conducted countless hours of extensive research on the population within the state, as well as our expected marketplace. With all research done, it's hard to give exact numbers for the market of an industry such as recreational marijuana. All numbers are based off research comprised and analyzed in order to best give an estimated market size for our chosen locations.

Massachusetts has a population of roughly 6.8M residents. Example: our chosen location of Brockton, MA, and its surrounding towns have a total population of about 241,724 people. Of that sum, Brockton has a total of 94,813 people, giving it around 39.2% of the people living in our immediate area. The chart below shows the breakdown of cities/towns in the greater Brockton area for reference:

**All information gathered to be cited on back page*

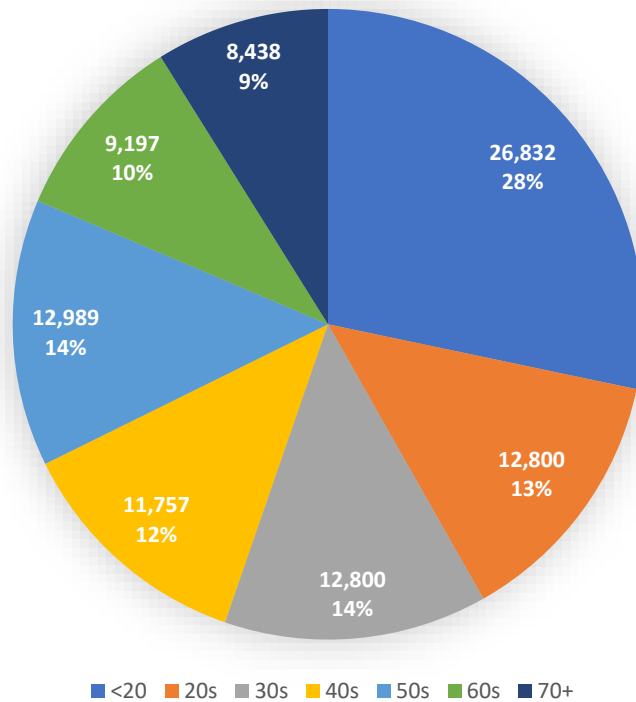
As you will see from the charts on the next pages, Brockton has a vast majority of people in the area, accounting for more people than the 3 next largest cities/towns in the area combined (Stoughton, Bridgewater, and Easton).

4.1 Target Market Segment Strategy

Brockton's vast, and growing population will serve as an even greater benefit to the recreational marijuana industry as according to cannabisconsumer.org 40.79% of consumers are aged 21-35 while 36-45 come in 2nd at 25.75%. These two age brackets take up 66.54% of the market share. Brockton, with a population of roughly 94,813, has 39% of its population (~37,357 people) fall into the target demographic age range with the largest age group in the city (<20 at 28% or ~26,832 people) coming right in behind them, proving sustainability for this industry moving forward throughout the years to come. The following chart will go more into details on the age breakdown of Brockton's population and you'll see just how the demographics of Brockton fall along perfectly with the industry's demographics not only today, but also tomorrow and for years to come:

Cultivation & manufacturing will play a large part in supplying recreational dispensaries in product. The demographics outside and within the city of Brockton gives Brockton the potential market that can exceed other communities. Brockton is considered the hub of the south shore with 4 state highways routes 24, 123, 27, and 28, and with the population growth retail dispensaries will depend on cultivators, and manufacturers to keep up with the demand.

Brockton, MA Population Breakdown by Age



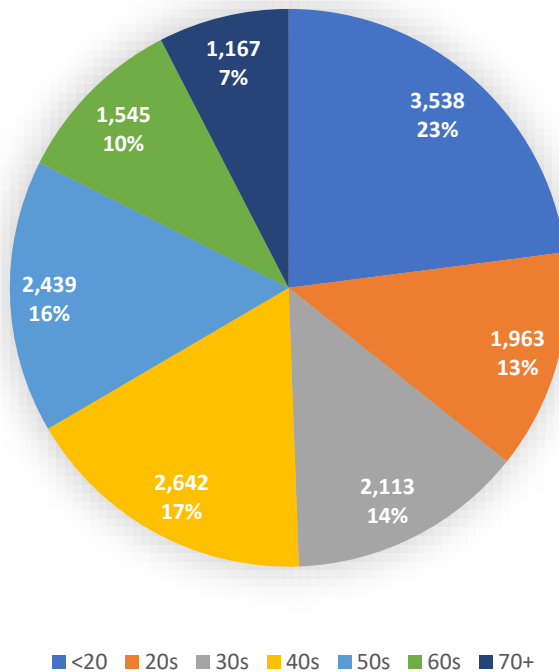
*All information gathered to be cited on back page.

Brockton's market is unique in its size, relative location to other major cities and its ease of public transportation use.

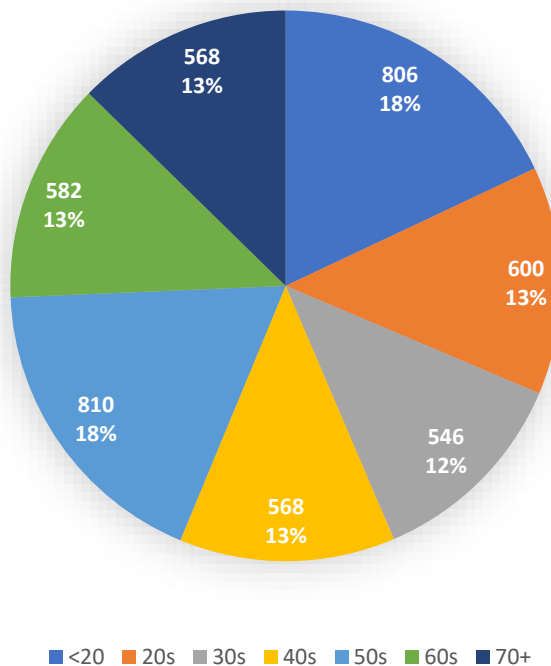
- Over 90,000 people live in Brockton
- ~39% of the city falls within the target demographic for age
- ~28% of the city falls in the age group below the target demographic for age giving sustainability to the industry
- ~25 mi to Boston, MA
- ~1hr. to Providence, RI
- Three commuter rail stations make transportation to and from the City easy
BAT bus station adds additional layer of transportation to/from the City

Data compiled shows the demographics info for neighboring cities/town also align with our target market:

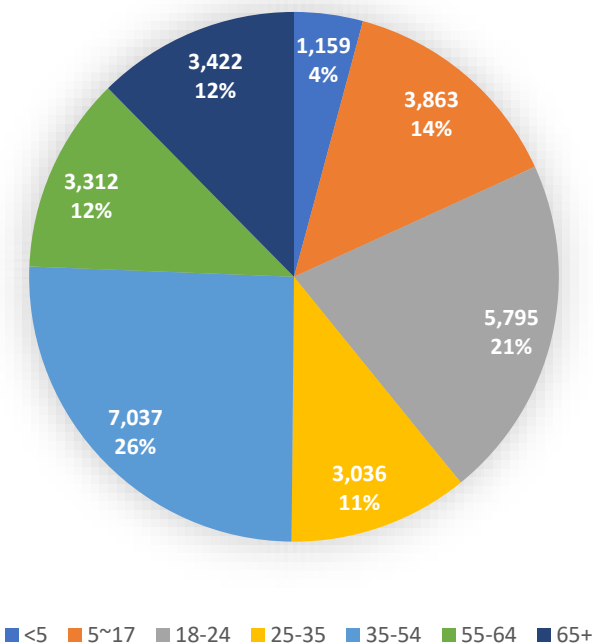
Abington, MA Population Breakdown by Age



Avon, MA Population Breakdown by Age

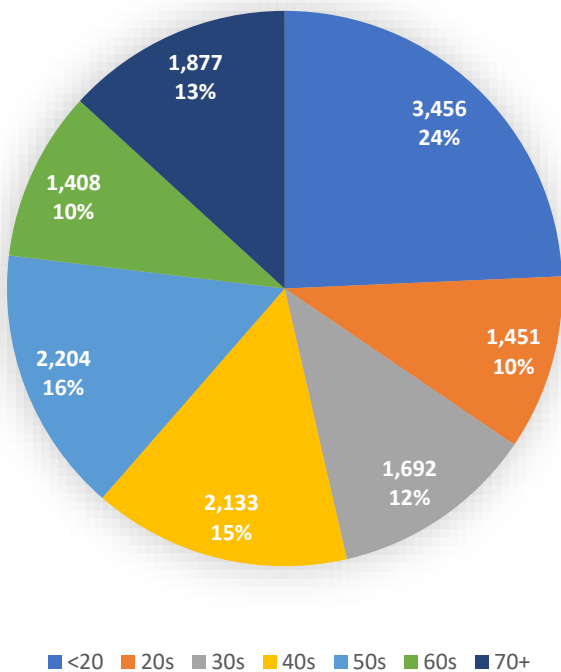


Bridgewater, MA Population Breakdown

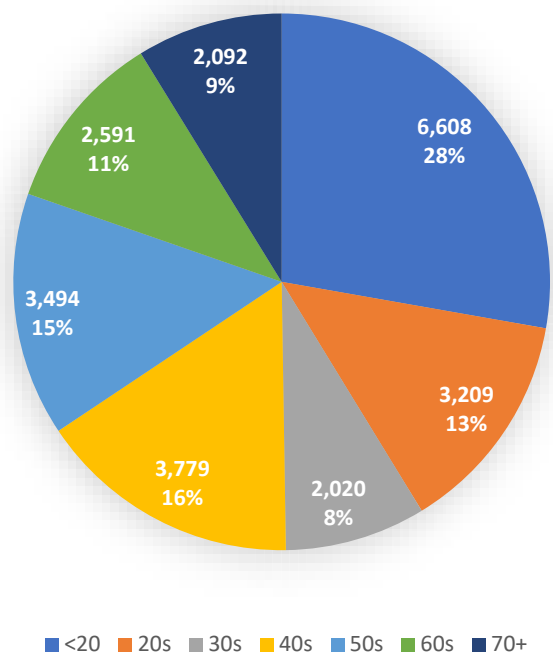


*Data analyzed from neighborhoodscout.com different than other demographics info. Same target market applies.

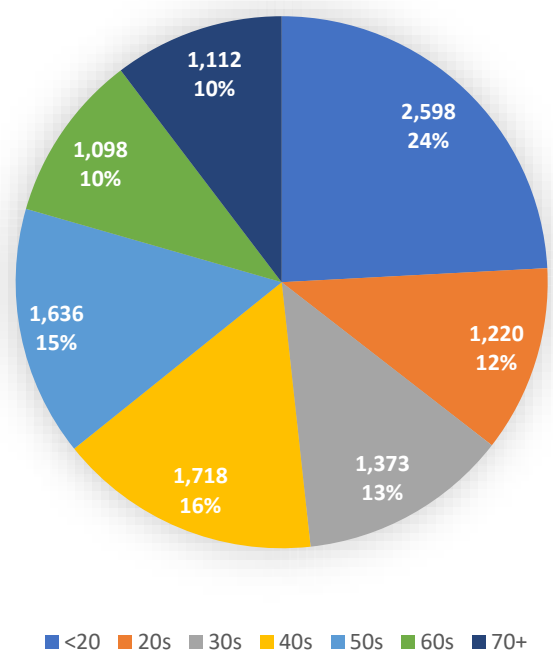
East Bridgewater, MA Population Breakdown by Age



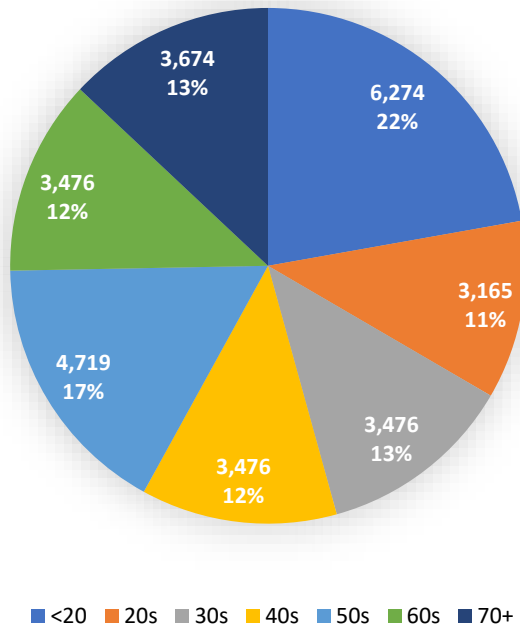
Easton, MA Population Breakdown by Age



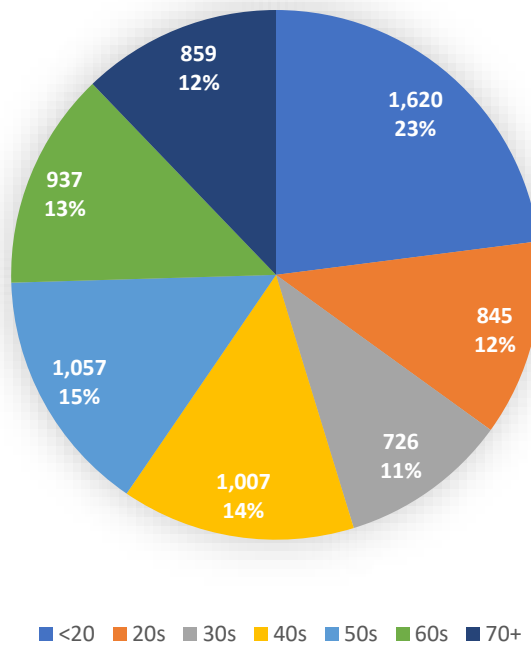
Holbrook, MA Population Breakdown by Age



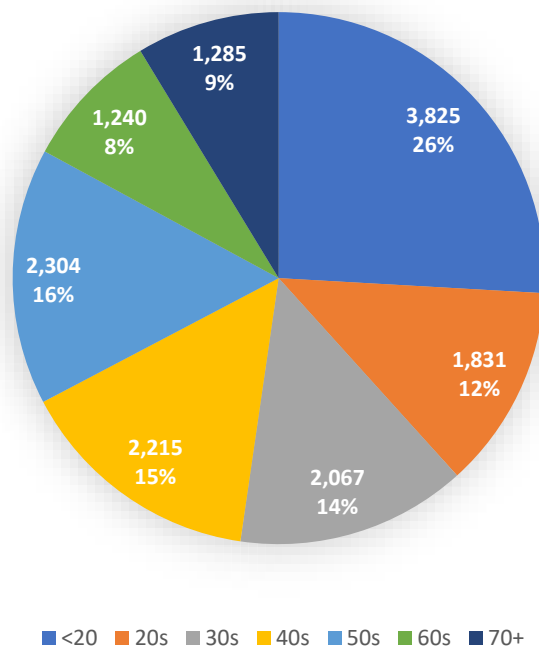
Stoughton, MA Population Breakdown by Age



West Bridgewater, MA Population Breakdown by Age



Whitman, MA Population Breakdown by Age



As demonstrated from the graphs above, our model location of Brockton has a large target market within the City itself, as well as the immediate neighboring cities/town. In just these 10 cities/towns the rough market share would be around 99,060 people.

- Abington – Approximately 6,718 people (~76%)
- Avon – Approximately 1,714 people (~82%)
- Bridgewater – Approximately 15,868 people (~74%)
- Brockton – Approximately 37,357 people (~72%)
- East Bridgewater – Approximately 5,276 (~76%)
- Easton – Approximately 9,008 people (~72%)
- Holbrook – Approximately 4,311 people (~76%)
- Stoughton – Approximately 10,117 (~78%)
- West Bridgewater – Approximately 2,578 people (~77%)
- Whitman – Approximately 6,113 people (~74%)

4.1.1 Market Needs

- Safe, discreet way to purchase their marijuana.
- Strong product, reasonably priced.
- Variety of products.
- New strains and products to be introduced.
- Accessibility to a wide range of marijuana alternatives.

- Knowledge of product their buying

4.1.2 Market Trends

With the legalization of marijuana in states across the country, the market is reflecting that change in a multitude of areas:

- Alcohol sales are declining due to legalization of marijuana
 - A recent article by Tim Kohut published by High Times on January 9, 2018 states alcohol sales have dropped as much as 13% in marijuana legalized states
 - In those state's studies have shown as much as 80% of users in weed-legal states prefer not to mix weed and alcohol
- Cannabinoids used in medicines
 - FDA has approved 3 Cannabinoid-Based medicines
 1. Marinol (dronabinol)
 2. Syndros (liquefied dronabinol)
 3. Cesamet (nabilone)
- Classes are being taught on marijuana in Universities in a variety of area specific fields
 - Various states have multiple colleges/universities with degree's and certificate programs geared towards the marijuana industry
- Science is exploring the use of marijuana
 - Multiple studies have been conducted and many are underway going into the specifics of marijuana and its various uses
- Smaller serving sizes
 - Smaller serving sizes allow for people who aren't regular users get started without feeling overwhelmed by the effects of marijuana and its different uses
- Increased access both domestically and internationally
 - Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, Vermont, Washington, and Washington D.C. have all legalized marijuana to be used recreationally
 - Connecticut, Delaware, Kentucky, Michigan, Missouri, New Jersey, Ohio, Oklahoma, Rhode Island, South Dakota, and Utah are up next to vote in 2018 and many, if not all are expected to vote on legalization
 - Argentina, Australia, Cambodia, Canada, Costa Rica, Czech Republic, Ecuador, Estonia, Germany, Israel, Italy, Jamaica, The Netherlands, North Korea, Mexico, Peru, Portugal, Spain, Switzerland, and Uruguay have all legalized marijuana in some capacity.

4.1.3 Market Growth

The marijuana market is already a multi-billion dollar a year industry. With all the states that have already started selling recreational marijuana, combined with the states ready to get going

in 2018 this year is set to explode – and with the states voting on legalization this year the market is set to expand even further for years to come. Recreational sales have already surpassed medical sales in recent years and a majority of states who voted to allow the sale of recreational marijuana have yet to open stores. No other industry has shown this type of growth since broadband internet, cable tv and transistor radios.

The Explosive Growth of Legal Adult Use and Medical Marijuana Markets

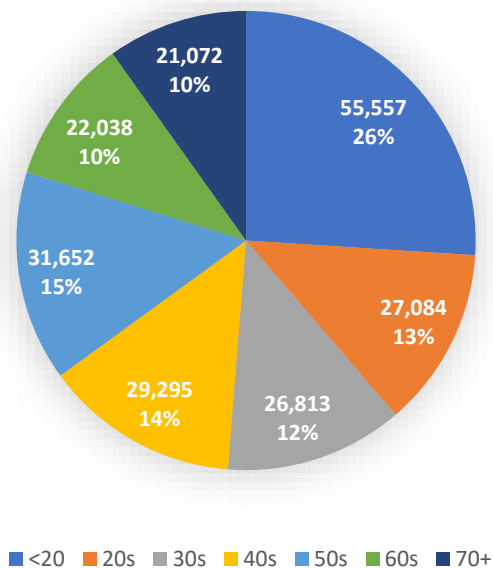


*Source: <https://newfrontierdata.com/tag/marijuana-market/>

4.2 Key Customers

Our target group for customers consists of adults over the age of 21. Seventy-Two (72%) of Brockton's population fit that target demographic. The following chart breaks down our major market's age demographics, illustrating all the different age groups within our chosen location of Brockton.

Brockton, MA Area Population Age Breakdown



4.3 Future Markets

- As current users age, our target market will expand keeping pace with our consumers.
- Once the market takes hold, more people will become aware and educated – turning them into potential customers.
- As more states legalize recreational marijuana, federal laws will change.
- Supply and demand will dictate new regulations and guidelines in the future making the industry run smoother.
- As laws are changing to accommodate the growing market, target customers will grow along with it.

5.0 Roadmap/Future Plans

Over the past few years Natural Agricultural Products, LLC have been conducting painstaking research and due diligence discovering what works and what doesn't. We've traveled to Colorado, California and Washington State talking to mayors, dispensary owners and Commissioners. They've shown us the way and given us the blueprint for success. Here's what we've learned:

- Locate the dispensaries downtown to start.
- Cover about 4 sq. blocks and space out evenly about 500 ft. apart.
- Make sure dispensaries are either below grade or on 2nd floor, only if located downtown.
- Leverage mixed use buildings for maximum revenue (i.e. restaurants, market-rate housing, retail stores, etc.)

- Maximize foot traffic and minimize congestion. (Make people want to walk around and spend their money)

By following these steps, we can build off a proven model and minimize mistakes – in turn maximizing profits. With the proper direction, regulation, collaboration, vision and execution, we can not only follow the model set forth from other marijuana pioneers, but we can take it to levels never seen before.

N.A.P.'s current locations give us a unique position to attack on multiple fronts:

1. The size of Brockton (As mentioned previously) is larger than other cities that have legalized the sale of recreational marijuana to adults, giving us more people within the city to reach.
2. Brockton's unique close proximity to not one, but two state capitols (Boston and Providence) gives our market a lot broader base.
3. The train that can provide not only easy access to Brockton from Boston/Providence, but also people traveling from all across the train line and anyone coming in from the airports held within the hearts of each respective capitol gives us a much larger expanded market than previous "Host Community" participants.
4. Surrounding cities/towns have declined becoming a "Host Community" gives us more potential customers from neighboring cities/towns 360 degrees around Brockton.

As previously mentioned, another strategy the executive management team at N.A.P. have been discussing purchasing all locations that we are currently looking at, then turn around and rent the space we aren't using back to new businesses looking to move in to the area to capitalize on the marijuana industry. We build community by engagement.

6.0 Pro Forma/Financial Statements

The Pro forma and financial statements are estimates and are subject to change depending on a variety of circumstances. Financial data was based off historical data from other states that have already adopted recreational marijuana as an industry.

Assumptions

While preparing this pro forma, there were a number of factors that were taken into account as assumptions and factored in as expenses, income and various balance sheet items. All of our facilities will be using the most state-of-the-art technology, software and equipment. Financials have been made based off historical pricing, salaries, expenses and other factors and are all subject to change due to market conditions, price fluctuations and various other factors.

We plan to have one (1) retail dispensaries, one (1) cultivation & manufacturing center and (1) office in Brockton, all will be built out with energy efficiency, economics and ease of maintenance in the forefront. All income data has been analyzed based off information derived from various credible websites that have extracted data directly from states in which recreational marijuana is currently an industry.

Our cultivation center will include a grow operation that at its peak will cover the maximum 100,000 sq. ft. of canopy as allowed by the Commonwealth of Massachusetts and a manufacturing/processing center that will extract, prepare, manufacture and pack various edibles, extractions, oils, tinctures, salves, vapes, and other MIPs.

Our dispensaries will range in size, but will not exceed the max. size for a dispensary which is 5,000 sq. ft. Each dispensary will have between 15-20 cash registers open at a given time with enough staff to work the cash registers and assist patrons. We will be open the maximum time as allowed by the municipality and will be open every day.

The costs for all expenses, supplies, equipment, hardware, software, buildout, salaries, and any other investment and/cost associated with the preparation of this pro forma and financial statements have been derived from current and historical data analyzed from various cities and states around the country and are all subject to change at any given time based off market conditions and other factors.

	2019	2020	2021
Total N.A.P. Revenue	\$30,100.000.00	\$45,150.000.00	\$54,000.000.00

Expenses	2019	2020	2021
Salaries	\$1,607.480	\$2,404.708	\$3,281.658
Employee Benefits	\$1,283,159	\$1,420,426	\$1,587,115
Insurance	\$116,651	\$129,130	\$144,283
Transportation	\$275,000	\$550,000	\$550.000
Office Supplies	\$15,000	\$22,500	\$30,000
Phone/Internet	\$10,000	\$12,500	\$15,000
Packaging	\$250,000	\$425,000	\$675,000
Nutrients & Soil	\$150,000	\$450,000	\$1,500,000
Legal/Accounting	\$45,000	\$75,000	\$110,000
Kitchen Supplies	\$125,000	\$175,000	275,000
Edible Supplies	\$30,000	\$55,000	\$80,000
Equipment	\$1,500,000	\$500,000	\$500,000
Licenses	\$29,700	\$30,400	\$32,900
Security/Monitoring	\$15,000	\$25,000	\$50,000
Rent	\$372.000	\$470.000	\$600,000
Utilities	\$350,000	\$600,000	\$950,000
Total Expenses	\$6,401.990	\$7,343.664	\$8,160.956

	2019	2020	2021
Pretax Income	\$6,622.000	\$9,933.000	\$11.880.000

STARTUP OPERATIONS COSTS

Total Deposits	\$150,000	Three months rent
Plants/Seeds	\$50,000	Estimated seed cost
Plumbing and Irrigation Piping	\$100,000	Estimated cost of PVC piping, valves and installation
Security	\$25,000	Estimated cost of cameras, hard drive storage, cabling & installation
Licensing	\$29,700	MA cost of licenses and fees
POS Systems	\$75,000	Estimated cost for 30 POS machines
Utility Deposits	\$87,500	Three months utility deposits
Leasehold Expenses	\$750,000	Estimated cost of build-out for the cultivation center and dispensaries and one (1) office space
Office Supplies	\$15,000	Estimated cost of paper, ink, printing, etc.
Architect Fees	\$50,000	Estimated cost for design of one (1) cultivation center and three (3) dispensaries
CO2 Systems	\$7,500	Estimated cost to purchase and install propane driven CO2 generator to speed plant growth
Vehicles	\$70,000	Estimated cost to purchase and alter two (2) company vehicles for delivery and other company needs
HVAC Buildout	\$160,000	Estimated cost of build out for HVAC and air filtration system
Kitchen/Food Prep Equipment	\$75,000	Estimated cost of buildout of commercial kitchen for the making of edibles
Water Filtration System	\$25,000	Estimated cost of purchase and installation for a water filtration system to remove any harmful elements
Furniture	\$75,000	Estimated cost company furniture and country build out for display in dispensaries
Safe and Storage Systems	\$225,000	Estimated cost of purchase and installation of multiple safes in both the cultivation center and dispensaries

7.0 Team Members – Organizational Structure

TEAM MEMBERS

President

Roles – Develops the vision of the company, creates and implements policies, manages strategic development and monitors the company's financials and production.

Responsibilities – Responsible for the overall performance of the company as a whole. (S)He monitors financials and insures resources are used efficiently, and is also responsible for signing all contracts on behalf of the company. The president is responsible for everything from strategic development and performance management to public relations and hiring high level staff. All fiscal responsibility as well as the company's bottom line accountability is attributed to the president.

Relationships – The president is a member of the executive management team and is at the top of the organizational hierarchy and reports to the board of directors. The president is responsible for ensuring the hierarchy runs smoothly all the way down the chain of command.

Executive Director

Roles – The executive director has all department heads reporting to him/her with any/all issues and insures all departments perform as expected. (S)He manages every position down the organizational chart and works closely with all department heads below him/her to ensure employees are working collectively towards the betterment of the company. The executive director works with direction from the president and helps to build all policies and procedures, analyze/assess financials and help build a more developed and defined work force.

Responsibilities – The executive director manages all day-to-day operations throughout the entire company and is often the interface between the company, its customers and vendors. (S)he looks for any issues within the organization and strategically utilizes employees to address specific problems that (s)he finds. Ultimately, the executive director controls all day-to-day operational, managerial, financial and product-related functions within the company.

Relationships – The executive director is a member of the executive management team. (S)he has all department heads reporting directly to him/her, as well as some who are independent of other relationships such as the bookkeeper, comptroller, marketing and security. The entire company responds to the orders of the executive director. (S)he utilizes all department heads to insure constant compliance within all operating procedures and looks for areas to be improved.

Managing Agent

Roles – The managing agent has all dispensary and grow operation managers reporting to them and ensures everything runs smoothly. (S)he directly works with all facility managers on the daily operations of the dispensaries and grow facilities and reports directly to the executive director.

Responsibilities – The managing agent is responsible for the management of all dispensaries and grow facilities. (S)he works as the liaison between all of the dispensary and facility managers and looks for any areas that can be approved upon.

Relationships – The managing agent(s) are member(s) of the executive management team. They report to the executive director and have all facility manager's report to them.

Cultivation Center Manager

Roles – The cultivation center manager has all cultivation, edibles and delivery managers reporting to them and reports directly to the managing agent. (S)he works directly with department managers to ensure grow facility as a whole is within compliance at all times and operates to its fullest capabilities.

Responsibilities – The cultivation center manager is responsible for ensuring all department managers are operating smoothly and all day-to-day responsibilities are being performed. (S)he must also regularly look for any/all problems, issues and/or inefficiencies within the cultivation center.

Relationships – The cultivation center manager has all grow department managers reporting to them and reports directly to the managing agent.

Dispensary Manager

Roles – The dispensary manager has the overall operation of the individual dispensary under his/her control. (S)he is in charge of logging inventory as it arrives, ensuring the dispensary is fully stocked at all times, accounting for all cash at the end of the day and settling up for any/all shipments in/out of the dispensary. The dispensary manager manages all dispensary employees to ensure production, expectations and most of all quality customer service and compliance is maintained within the dispensary at all times. The dispensary manager works closely with the marketing team to identify specific requests from customers that will result in overall growth for the company.

Responsibilities – The dispensary manager is responsible for opening/closing the dispensary daily, beginning/ending inventory, daily manifests, maintenance, scheduling and compliance. The dispensary manager is also responsible for working with security to ensure the safety of all customers, employees, inventory and money as well as ensuring the dispensary remains compliant at all times. The dispensary manager is ultimately responsible for all activities within the dispensary, including overall customer service and monitoring customer feedback to ensure satisfaction and loyalty.

Relationships – The dispensary manager reports directly to the managing agent and has all budtenders reporting to them. (S)he works with security and coordinates with other department managers when needed.

Cultivation Manager

Roles – The cultivation manager has the overall operational say over the cultivation of plants. (S)he ensures plants are tended to, nutrients are fed, water is stabilized, lights are checked, soil

levels/temperatures/humidity is where it needs to be, soil is tested, finished product is tested and mechanical infrastructure is maintained. It is up to the Cultivation manager to make sure all nutrients, soils, containers, and any other cultivation related supplies are properly stored, maintained and ordered as necessary to ensure nothing is ever out of stock when needed.

Responsibilities – The cultivation manager is responsible for all marijuana with the cultivation operation from seed to sale. It is the cultivation manager’s responsibility to ensure all inventory in all life cycles are accounted for, finished product is packaged and sent to correct locations and is safe for all customers to consume. (S)he is also responsible for ensuring the cultivation operations cleanliness, production, maintenance, efficient and compliant at all times.

Relationships – The cultivation manager reports to the cultivation center manager and ensures everything runs smoothly within the cultivation among all employees.

Edibles Manager

Roles – The edibles manager is in charge of producing marijuana infused products (MIPs) within a commercial kitchen setting at the cultivation facility. They must ensure safe cooking and preparation practices and account for inventory used in the production of each individual MIP. The edibles manager will produce recipes, formulas and operating procedures for each part of the edibles manufacturing process. The edibles manager will solicit input from dispensary managers, marketing and the executive director to continually produce new, unique, and exciting products to increase revenue within the company.

Responsibilities – The edibles manager is responsible for ensuring only safely prepared and packaged products are available to customers and will work with contracted quality assurance and laboratory consultants to ensure all products are produced in a hygienic manner and will have samples tested for mold, bacteria, heavy metals, pesticides and THC. They will observe all labeling laws and provide nutrition information on all products. The edible manager oversees packaging/labeling contractors, insures health and safety, as well as compliance at all times.

Relationships – The edibles manager reports to the cultivation center manager and has all kitchen staff report to them. They will also provide reports to the bookkeeper to ensure all inventory is accounted for as well as work with compliance officials to ensure both the MIPs and the labels are in compliance and commercially acceptable.

Delivery Manager

Roles – The delivery manager is in charge of ensuring safe and accurate deliveries of all marijuana from the cultivation facility. The delivery manager controls driver’s manifests, insures proper product is recorded before it leaves and accounts for receipts from the delivery driver’s return manifest. (S)he insures vehicles are safe, maintained and in good working condition at all times, that all GPS monitors are working properly as well as all communications devices are checked daily. The delivery manager will maintain constant GPS status on all driver’s locations. (S)he is trained to handle specific emergencies including holdups, driver car accidents, product recall, etc. Along with driver coordination, the delivery manager also works with security to ensure a safe atmosphere for employees before, during and after all deliveries arrive/leave the cultivation facility.

Responsibilities – The delivery manager is responsible for ensuring that the product is received from the cultivation facility, matches inventory orders, logs inventory to be delivered into delivery manifests, adjusts moved inventory in the inventory management system, balances cash and product at the end of the day, and ensures drivers provide safe and timely service while maintaining strict security measures and ensuring compliance at all times. The delivery manager is also responsible for the safety, care and wellbeing of all drivers.

Relationships – The delivery manager has the drivers as their employees and reports directly to the cultivation center manager.

Master Grower

Roles – The master grower is directly in charge of the plants within the cultivation facility. (S)he works under the cultivation manager to ensure all processes and procedures are followed and all plants in the various cycles are healthy. The master grower is in charge of managing cycles, individual strains, potency, efficiency and health. The master grower will work directly with growers, trimmers and the harvesting staff to teach them all proper techniques, processes and procedures and to ensure the operation runs smoothly. The master grower will also explore unique strains of his/her own and at all times maintain specific plants that will be entered into various Cannabis Cups.

Responsibilities – The master grower is responsible for the health, safety, cleanliness and inventory of all plants within the cultivation facility. It is the master grower's responsibility to ensure pH levels of water are correct, proper doses of nutrients are being applied, soil/temperature/humidity levels are in order, equipment is functioning properly and all growers, trimmers and harvesting staff are performing in an effective manner and following all techniques, processes and procedures shown to them to ensure consistent feeding, manicuring and harvesting is shown to all plants in all cycles in order to maximize yields.

Relationships – The master grower works directly under the cultivation manager and reports to the cultivation manager, cultivation center manager, managing agent and executive director and has all growers, trimmers and harvesting staff reporting directly to them.

Growers

Roles – Growers will work alongside the grow master in tending to the marijuana plants throughout their various life cycles. Growers will learn from the grow master about various growing styles, nutrient tables, different light spectrums, and all other areas of marijuana cultivation and implement what they learn in their daily activities.

Responsibilities – Growers are responsible for tending to plants daily by watering, monitoring, replacing soil levels and rotating plants throughout different rooms to account for various life cycles. Growers are also responsible for maintaining cleanliness of all rooms and cultivation areas at all times.

Relationships – Growers report directly to the grow master and cultivation manager.

Trimmers

Roles – Trimmers are cultivation employees trained to cut, shape and maximize plant growth by removing excess leaves outside of the light canopy that are non-productive elements and are unnecessary to the plant's growth. They trim excess leaves and stalks and then inventory them to make sure all parts of the plant are accounted for.

Responsibilities – Trimmers are responsible for removing all non-productive leaves, any sort of growth that appears in the potted soil, and shaping the plants to maximize efficiency in nutrient uptake and light absorption. They are also responsible for coordinating the packaging and utilization of excess trimmings, whether used for production of edibles or destroyed.

Relationships – Trimmers coordinate with the harvesting staff as to the plant's readiness for trimming, cutting and placement into drying/curing areas within the cultivation facility and report directly to the head grower and cultivation manager.

Harvesting Staff

Roles – The harvesting staff are trained employees who move the plants into a harvest room for harvesting buds off of matured plants. They are also responsible for the physical inventory by matching each plant's RFID tag or any other identifying mark to an inventory sheet produced by seed to sale software. The harvesting staff also ensure harvested product is labeled for the drying/curing rooms and that all plant material is weighed and entered into the tracking database.

Responsibilities – The harvesting staff is responsible for the removal of the buds from the female plant, insuring the trichomes aren't damaged and batch different strains together on specific drying racks.

Relationships – The harvesting staff reports directly to the head grower and cultivation manager, who is present for every harvest. In the event the cultivation manager is not there, either a managing agent and/or the executive director will be present to ensure proper count and weighing of final product. Security will also work with the harvesting staff in order to ensure all product is recorded, documented and safely transported to drying/curing rooms as well as all final locations.

Kitchen Employees

Roles – Kitchen employees are responsible for the day-to-day preparations of all marijuana infused products through hygienic means, adhering to recipes and formulas prepared by the edible's manager. They cook, package, label and inventory all MIPs as well as ensure the kitchen is properly cleaned at the end of every day in order to avoid any sort of bacteria entering the cooking process.

Responsibilities – Kitchen employees are responsible for both storing and inventorying ingredients within the kitchen as well as preparing the necessary MIPs for sale. It is the kitchen employee's responsibility to ensure the kitchen is kept clean and free of anything that could end up in the edibles.

Relationships – Kitchen employees report to the edibles manager and will occasionally interface with vendors when specific products are received.

Packaging/Labeling Employees

Roles – Packaging/labeling employees part-time employees brought in to measure, weigh, portion and vacuum pack all finished product. Their job is to weigh all edibles and flower into predetermined amounts and run it through a vacuum sealer or other packaging machine to close the product in ensuring no air or contaminants leak in, maximizing freshness and safety. They also produce a label for each finished product showing batch, weight, type of product, strain, expiration date, and any other wording and/or marking required by regulations. They work with the cultivation center manager to ensure all flower and edibles labeling/packaging is within all government requirements and compliant at all times.

Responsibilities – Packaging/labeling employees are responsible for weighing, measuring, proportioning, packaging and labeling all matured flower and finished edibles ready to go out for wholesale or sale within our dispensaries. They are also responsible for ensuring proper inventory is input into the seed to sale tracking software. They attach final tags to the product and not if there are any discrepancies in weight. They are responsible for ensuring all packaged marijuana and marijuana and MIPs are traceable back to a particular grow and from what seeds/clones they were grown. They are responsible for informing management of any necessary ancillary product ordering.

Relationships – Packaging/labeling employees report directly to the cultivation and edibles managers depending on what they are brought in for. They also work alongside the cultivation center manager during weighs/labeling to ensure compliance.

Drivers

Roles – Drivers are the company's delivery people. They transport marijuana from the cultivation facility to other dispensaries across the state. They operate in pairs, in vehicles equipped with GPS and 2 separate forms of communication. The vehicle will not be marked with any identifying markers making it obviously a marijuana delivery vehicle. Drivers will ensure the correct product is delivered to the correct location in a timely manner.

Responsibilities – Drivers are responsible for following the manifest given to them when on delivery, the safe keeping of all inventory in locked safes within the vehicle, for bagging cash as received and providing manifests of cash collected. They are also responsible for reporting and failed or unaccepted deliveries.

Relationships – Drivers report directly to the delivery manager and managing agents. They will interface with the cultivation center manager, cultivation manager or edibles manager when obtaining product for deliveries and will occasionally interface with the bookkeeper when dropping off cash, receipts and daily manifests.

Budtenders

Roles – Budtenders are the company’s interface with the public. They offer advice, knowledge and provide direction on strains, edibles, products or other inventory from the dispensary which will suit the customer’s needs. They handle all cash and POS transactions and ensure all sales are accounted for. When educational material is requested, they will guide the patron to the location and answer any/all questions they may have.

Responsibilities – Budtenders are responsible for insuring all transactions are put through POS machines and are accounted for. They also check manifests and delivery reports to ensure all product is accounted for.

Relationships – Budtenders report directly to the dispensary manager.

Security

Roles – Security is responsible for ensuring the employees, patrons, and facilities themselves are secured and safe at all times. They will patrol grounds, as well as observe through cameras and interface with management to document any weaknesses found.

Responsibilities – Security is responsible for insuring all inventory is where it needs to be and isn’t removed from the premises without proper documentation. They are also responsible for watching all employees throughout the day to avoid any possible theft, robbery, collusion, or any other possible infraction. Security will interface with management, as well as any hired experts, to facilitate any changes, testing or documentation of safety procedures.

Relationships – Security reports to the facility managers as well as the Executive Management team.

Bookkeeper

Roles – The bookkeeper is in charge of the company’s financials. They ensure bills are paid, reports are made, cash is accounted for and payroll. (S)he will monitor transactions and properly record them in the correct computer system.

Responsibilities – The bookkeeper is responsible for verifying all cash and bank deposits/receipts, preparing monthly journal entries and all financial statements as required or requested, and keeper of all manifests of inventory for product, coming and out of company.

Relationships – The bookkeeper reports directly to the president and the executive director.

Comptroller

Roles – The comptroller provides a layer of checks and balances to the bookkeeper, harvesting staff, and cultivation center manager to ensure all weighs, cash and product are accounted for, and that all reports are accurate, on time and within regulations. (S)he will serve as the company human resource agent, handling all company benefits. (S) he will randomly spot check all parts of the company to ensure there is no collusion and to ensure all safeguards and reporting mechanisms are functioning properly and as intended.

Responsibilities – The comptroller is responsible for checking all inventory, cash deposits, receipts, reports, accounts payable/receivable, and ensuring an effective, efficient and solid audit trail is available for compliance officials or any other professional engaged, contracted or any way other affiliated with the company. Will monitor changes in company benefits, making sure N.A.P. is competitive in its offering to the employee's, and beneficial to the company.

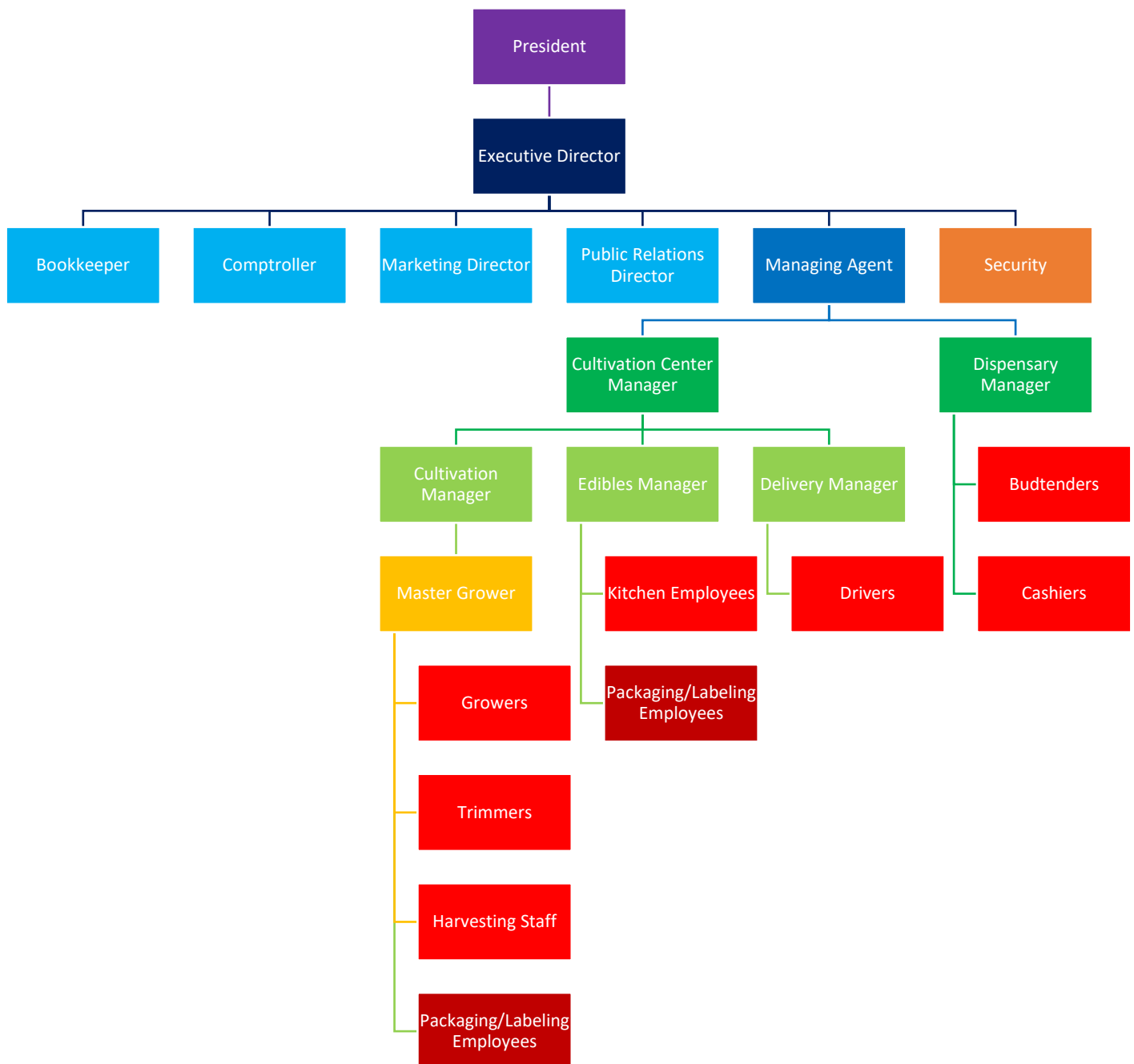
Relationships – The comptroller reports directly to the executive director, and responds to outside compliance, accounting and legal teams. (S)he has only one boss - the executive director. To ensure neutrality and transparency, the comptroller may bypass the executive director and report directly to the board of directors with any suspicious or uncorrected issues.

Marketing

Roles – Marketing will work on achieving the greatest market share possible by constantly striving to increase our awareness within the industry and target market. They will use traditional media as well as social media and other means to attract new customers, product and exposure as well as working to retain what we already have.

Responsibilities – Marketing is responsible for creating/monitoring all social media accounts updating for pricing changes as well as inventory, hours of operation, or any other changes to the company that customers need to know. They will be in charge of the website and must ensure it's up to date with new blogs posts and other timely information posted daily. They will develop analytics to show conversion form viewers and followers of both our website as well as social media profiles.

Relationships – Marketing reports directly to the president and executive director of the company.



8.0 Physical Structure of the Dispensaries/Cultivation Center

All our facilities (Dispensaries and cultivation center) will have their entire physical structures designed around economy, easy consumer access and compliance within all regulations, zoning and ordinances. A number of components will be considered. All blueprints will be put through computer software programming in order for us to design and review it multiple times and add any input along the way before committing to construction. Natural Agricultural Products, LLC, its executive management staff and officers are dedicated to not only complying with all regulatory, permitting and construction requirements, but reaching beyond them and exceeding all expectations. It is our goal to design the most state-of-the-art, consumer friendly, secure and well-regulated cannabis facilities in the industry. We will strive to be the benchmark for all companies moving forward.

Some of the major components within our facilities will include:

1. Efficient, high wattage electrical system with renewable energy in the forefront
2. Effective and efficient water supply and pipe infrastructure
3. Proper ventilation with easy cleaning and maintenance access in mind
4. National Fire Protection Association (NFPA) insured fire prevention
5. State-of-the-art security provisions exceeding regulatory requirements
6. Cleanroom like growing environments
7. Luxury-style showcase rooms and display cases
8. Easy access in/out with secured entry for all patrons

9.0 Projected Growing Guide

Cultivating marijuana includes multiple stages of life with a full cycle being roughly 4 months. Cannabis plants will go from seedlings to the vegetation (veg) state, then will start their flowering cycle before beginning their budding stage and finally it will be harvest time – which involves drying and curing the matured marijuana.

Mother plants play a very crucial role in indoor cultivation and can save the cultivation team a lot of valuable time. The 1st stage of a cannabis plant's life (Seedlings) can sometimes take a while before the plant reaches sexual maturity (Male/Female), because of that it is much more efficient to clone a plant that is already a matured female which will be able to begin flowering once roots have taken hold. This is possible because the mother plants will pass along their DNA to the clones, including age. By keeping the clones in the proper light cycle (18+ hours a day) they are able to stay in the vegetative state for extended time periods.

Once clones have been established within their veg state, they are able to begin flowering immediately, but should ultimately be grown out in order to increase root mass and begin advanced life stages. Root growth is at its strongest during the veg state, so it is best to ensure maximum growth in the clones before moving on.

The flowering phase is started by transitioning the plant's light exposure from the 18+ hours per day they're used to in the veg state to 12 hours on/12 hours off. That gives the plant the illusion of it being "fall" and they need to produce before winter comes. At this point the plant will begin to extend out and try to catch pollen (which it won't find within the cultivation center).

When that happens, it's called Sensimillia, which is a term given to unpollinated marijuana – which is a grower's ultimate goal.

Harvest time is the last stage and is as important, if not more important than the other stages. This is where you will cut the stalks of the matured buds from the plant itself and begin drying/curing the matured flower so it will become consumable through inhalation, extraction and any other means. Harvesting matured flower at the right time is key; if you harvest too early before the trichomes can become fully developed, the plant loses its potency – on the same hand if you wait too long, the plant will also lose its potency. It is key to ensure harvest is done at the right time to ensure maximum potency.

As previously stated, drying/curing is the final phase before the marijuana is able to be consumed. Once you cut the stalks of the plant, the stalks will then be hung to dry in an air-tight, enclosed area. After roughly 5-7 days, the stalks can be removed and then manicured some more to cut away any excess leaves and ensure only the bud remains. This ends the drying phase and all that's left is curing. That happens when the dried buds are placed into different air-tight containers, allowing the remaining moisture to be distributed evenly throughout and not just on the exterior of the bud. This process usually takes between 4-8 weeks and once complete, the flower is ready for sale.

10.0 Product Offerings/Services

We will offer 8-12 unique strains of marijuana. Each strain will have a separate THC content. We will have varieties of all types of marijuana, Sativa, Indica and Hybrids. In addition to unique strains of flower, we'll also have extractions, tinctures, edibles, pens, drinks and other various marijuana infused products (MIPs). Beyond flower, edibles and MIPs, N.A.P. will also have available for purchase various marijuana related accessories (Bongs, bowls, dab rigs, pens, vapes, etc.)

One way we look to separate ourselves is to also offer educational services to our patrons and the public as a whole who may not be active patrons currently. The educational services will range from home growing classes (Where we will sell tents and starter kits after the class to individuals interested in cultivating their own marijuana at home) and informative classes on marijuana as a whole, to local marijuana laws and setting up yourself for employment within the cannabis industry, as well as many others in-between.

At N.A.P. we are always striving for innovation and looking to set ourselves apart from other companies within the cannabis industry.

11.0 Marketing Plan

The marketing materials for Natural Agricultural Products, LLC (NAP) will consist of:

- Brochure/menu
- Business referral program
- Company website (www.napbrockton.com)
- Facebook page (@NAP Brockton)
- LinkedIn account

- Twitter/Instagram/Snapchat (@napbrockton)
- Creating branded products and market to other dispensaries
- Ads in industry magazines
- Email blast to existing customers and other in target demographic
- Customer appreciation program
- Frequent buyer offers

Web Plan

Our website will have a dual goal: 1) to encourage visitors to sign up for our e-newsletter and 2) visit our dispensaries in person. The website will have a menu with vivid images and descriptions of each strain, edible, MIP, and any other product we offer easily accessible. On the main page of the website we'll include:

- Menu (Including any/all specials, all strains, edibles, etc.)
- Location of the dispensaries with driving/public transportation routes
- Hours of operation
- Contact information (Including links to follow us on all our social media platforms)
- Form for questions, comments or concerns
- Jobs page with all open positions available
- Archived news articles pertaining to marijuana and the marijuana industry
- A blog updated daily

Our growing content will increase our visibility for related keywords. People who look at archived articles will be encouraged to sign up for our monthly newsletter – which will include tips, special offers, introduction to new products and any other valuable information for our customers. It's NAP's goal to have our existing customers and prospective patrons receive enough promotion and education to understand and appreciate how serious and well-run our operation is. It's our goal to become the premier recreational marijuana company in the Commonwealth.

Company Awareness

NAP will focus on all industry events nationwide, as well as various major market media that includes industry events, magazines, forums, trade shows, conferences, etc. We will work locally to help improve the lives of various groups, organizations and individuals. Our goal is to create a recognizable brand across the country and have all other cannabis companies look to us for guidance.

Price

Our pricing will be between \$10.00 - \$12.00 per gram retail, which is the industry average. Our mindset is to continue to be in the median-slightly-above-median price range of both smokable and edible marijuana products. Industry averages are around \$8.00-\$12.00 (and slightly higher)

for retail marijuana, depending on strain and potency. We will constantly monitor competitors to ensure we remain competitive.

Customer Retention

Employees of NAP will pride themselves on their customer service and company perception. It is our goal to create a relaxed atmosphere and an at-home type of environment where the employees know you and the customers feel comfortable. We will also be offering various classes, seminars and other educational-type events for adults 21 years and older in order to both increase the company's exposure and respect as well as separate us from the competition.

12.0 Inventory Control

The Commonwealth of Massachusetts has mandated all marijuana facilities be equipped with "seed to sale tracking" systems in order to keep track of all inventory grown, stored and sold within the industry and ensure no diversion, theft or any other means takes place. This state-wide mandate had been made easier by software companies who have developed technology to make the process simple and seamless.

We will be using this software to keep track of all inventory records within the company. Each individual plant will be tagged and tracked from its entire grow cycle (seed, veg, bud, flower and harvest) through sale. Each transaction will be properly documented, tracked and then subsequently stored in our records for future reference.

In addition to "seed to sale tracking" software, N.A.P. will also implement a number of other incident reporting forms, documentation software and other programs that will interface with each other in order to better track, record, document and store all our inventory and records for inventory. We will ensure all transactions are trackable, transparent and honest.

13.0 Compliance Checklists

The Massachusetts Cannabis Control Commission has set forth a number of guidelines and regulations that need to be abided by at all times. We have looked at those regulations along with our legal team and together have comprised a list of compliance checklists and company guidelines to ensure all of our employees are trained and managed to be compliant with all guidelines at all times. We have combed through 935 CMR 500.000 and used the legal wording in that document to create our checklists to ensure maximum effectiveness.

In order for us to maintain order, compliance and efficiency, all workflow and daily activities must be properly documented in order to ensure we are within all mandated regulations. For example, if it is mandated that at all times of harvest there must be a member of the executive staff present, on our checklist for our harvest there will be a spot for that particular manager to both sign in/out as well as initial next to final amounts with dates and times present for all weighing.

14.0 Security Plan

Natural Agricultural Products, LLC will work to establish adhere to a strict security protocol which will conform to, if not exceed all mandated regulations and guidelines. If needed, in addition to our established security measures we will provide additional security if voiced by the public, municipality, state or any other governing body.

Due to federal law, we are currently prohibited from having armed security inside our facilities. However, we will have outside security companies present for all busy periods as well as anytime a cash shipment is being processed for delivery at any of our facilities.

We will have all drivers equipped with GPS tracking devices as well as two (2) forms of separate communications. All facilities will be built out with the most state-of-the-art security cameras, motion sensors, alarms, key cards, window breaking systems, cash registers, safes, and all other equipment and security devices installed within our company.

In addition to every individual measure taken for security measures through technological means, we will also train each employee personal member in specific emergency action responses, employee accident reporting, investigation policies, fire prevention, potential hazardous material storage, and any possible security issue that may arise.

15.0 Appendix

- Boulder, CO recreational marijuana information found at: thecannabist.co/2017/12/12/colorado-marijuana-sales-data-calculation/94514/
- Marijuana specific info found at mjbizdaily.com
- Demographics info for Abington and Holbrook found at: suburbanstats.org
- Demographics info for Avon, Brockton, East Bridgewater, Easton, Stoughton, West Bridgewater and Whitman found at: towncharts.com
- Demographics info for Bridgewater found at: neighborhoodscout.com
- Average marijuana consumer info found at: cannabisconsumer.org
- Marijuana market growth rate information found at: <https://www.statista.com/statistics/794471/us-legal-use-cannabis-market-growth-state/>
- Financial information found from various sources and later analyzed, compounded and input by maker of business plan
- Recreational Marijuana effect info found at: <https://news.lift.co/five-years-effects-legalization-colorado-washington-state/>

EXECUTIVE SUMMARY

2.0 Cannabis is a new and exciting Industry introduced to Massachusetts by the will of the voting population in 2016. Natural Agricultural Product's business plan has been created to lay out pertinent information gathered from states that have approved the recreational sale of cannabis for a number of years. This business plan will cover our mission, site analysis, trends, demographics, finance, employment, inventory, and marketing strategies. All informational statistics obtained are listed in the appendix on the last page of this report.

Site analysis is based off a 5,000 sq. ft. retail dispensary location, a tier 2 cultivation facility up to 10,000 sq. ft., and 3,000 sq. ft. office space, our future is to open 2 more retail dispensaries, and increase cultivation to 80,000 sq. ft of canopy in the same cultivation facility. The timeline goal for all to be at full capacity is year 2020.

Demographic information was obtained from government-reported census websites (census.us and neighborhoodscout.com) compiled into charts as to be easily read, and compared. Marketing information explains strategies, and avenues to explore to identify and target our cliental, and demonstrates the needs to retain our customer base. Various websites such as cannabisbusinesstimes.com, forbes.com, mjbizdaily.com, and cannabisconsumer.org were used to analyze the business plan information. The marketing tools suggested were blogs, face book, linked in, twitter, Instagram, snapshot, and other social media sites, which we will use toward marketing to individuals 21 years and older.

Financial information is based off national averages and has been kept to a very conservative level. Information provided by times.com and mjbizdaily.com, marijuana shops have a national average profit of \$974/ per sq. ft. and our finances have been based off \$850 per sq. ft. Our plan is having 5,000 sq. ft. retail, at the conservative rate of \$850 per sq. ft., each dispensary would generate 4.25 million per location. Cultivation according to newfrontierdata.com the average harvest is \$1,120,100 per acre which breaks down to \$257,623.00 for 10,000 sq. ft. harvesting 3-4 times at average per year, adding \$1,000.000 plus for each 10,000 sq. ft. of canopy. Natural Agricultural Products has the capacity to expand their facility up to 80,000 sq. ft., and plan to be at full capacity within 2 years of operation.

Natural Agricultural Products has researched, and contacted qualified, experienced personal that have the ability to train employee's the rules and regulations provided by the Cannabis Control Commission of Massachusetts. N.A.P. will require that all employees attend seminars pertaining to the 935 CMR 500.00: Adult use of marijuana provided by the Commonwealth of Massachusetts at the company expense. N.A.P. will also conduct continuing educational classes, keeping staff up to date on changes to the regulations, and requirements that the CCC could alter or add in the future as the Industry progresses.

The business plan will cover market needs, trends, and growth, with a strategy to accomplish these goals. Pro-forma, and financial statements are subject to change

depending on a variety of circumstances such as growth, expansion, and acquisitions. Our focus is to open one (1) retail dispensary, and one (1) cultivation facility in the city of Brockton in 2019, the City of Brockton limits one license to all applicants for any and all tiers of licensing. N.A.P. has the research, and development team working on retail locations in Fall River, and New Bedford Ma. that has similar demographics and population as Brockton.

Natural Agricultural Products will progress to extractions of cannabis for vape pens, tinctures, ointments, chocolates, candies, etc. These are other revenue streams that N.A.P. will develop within the first year of opening. N.A.P. has had conversations with entrepreneurs that market smoke shops that would accommodate the retail cannabis Industry, and increase foot traffic which will attract more businesses to our locations. N.A.P. has chosen the City of Brockton to use as our model for the opening our first retail shop, and cultivation facility. The model that N.A.P. will use comes from Boulder Co., whereas the population and household medium are close to the same. The difference that you will see in the business plan is the potential to capitalize on the market that abuts the city of Brockton that is 3 times larger than Boulder Colorado. Brockton is considered the hub of the South Shore, also referred to as the gateway to the Cape, and survey's show that most of the residents that live in towns near by originated from Brockton. These are few of the reasons why Brockton was selected to be home to our company.

The N.A.P. plan within 5 years of operation, year (1) have 1 dispensary running at full capacity, with all revenue steam Flower, edibles, tinctures, and oils, smoke shop, glass blowing shop, and once approved a diner or bakery with Marijuana Infused products. After first year we will be looking to open two more dispensaries in different communities, such as Fall River and New Bedford Ma., we have made contact with town officials there, and would be happy to negotiate a host agreement with them at a timeline suitable for all parties, this would be year two. The start of year three N.A.P. will acquisition all properties that are dispensaries and cultivation centers and rehab the buildings to framework or theme of the neighborhood, in a environmentally friendly manner. The company will covert to clean energy, with the installation of solar and wind power, setting an example to others, and assisting other companies on the process of going green. The company's future in the 5th year will be to get factories up and running again in Brockton to manufacture Hemp products, hemp is now used to manufacture rope, but in the 1930s clothing was made of hemp, and the material would last for 30 years, but after the 2nd world war it became illegal to use hemp, because no one was buying cotton products, the special interest won that battle, but now hemp is back in the market, and is estimated to be a trillion dollar Industry. N.A.P. plans to manufacture products such as belts, hats, pocketbooks, wallets, and most of all shoes. Brocktons history boasted being the shoe capital of the world, and N.A.P. would love to repeat history.

Martin D. Conboy, CPCU, ARM
Lynch and Conboy Insurance Agency Inc.
31 Plain Street, PO Box 3489
Brockton, MA 02301
508-941-5711
marty@lynchconboy.com

June 24, 2020

The Cannabis Control Commission
10 Federal Street
13th Floor
Boston, MA 02110

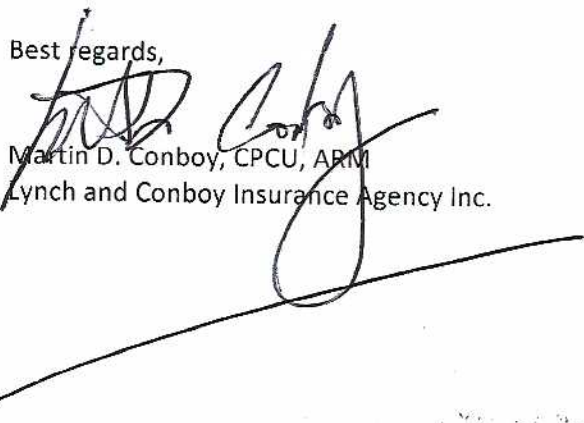
RE: Natural Agricultural Products, LLC

Dear Commissioners:

Natural Agricultural Products LLC has been APPROVED for both commercial general liability and products liability in the amount of \$1,000,000 million per occurrence and \$2 million aggregate.

Do not hesitate to call me directly if you have any questions or concerns.

Best regards,



Martin D. Conboy, CPCU, ARM
Lynch and Conboy Insurance Agency Inc.



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Attention: Julie Sonier
Firm: NIF Group, Inc. (Manhasset)
Applicant: Natural Agricultural Products LLC
Submission No.: 2762130
Company: James River Insurance Company

Quote Date: 6/19/2020
Proposed Policy Term: TBD - 12 Months

Description: Recreational Marijuana Cultivation and Processing

Schedule of Named Insureds
Natural Agricultural Products LLC

Terms and Conditions

Coverage

General Liability

Option A

Coverage Form

Claims Made
James River Policy
Inception

Retro Date

Limits

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Prod & Comp Ops Agg	\$2,000,000
Medical Expense	Excluded
Damages to Premises	\$50,000
Personal & Advertising Injury	\$1,000,000

Deductible

Deductible	\$0
	Per Claim

Class	Class Description	Exposure
59774A	Recreational Marijuana - Mfg	850,000 Revenue



Quote

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	Option A
Premium:	\$3,500
TRIA:	\$175
Cyber Liability:	\$223
Company Fee:	\$350
Minimum Earned Percent:	25%
Total Amount Due*:	\$4,073

* Includes Premium amount, Company Fee, Inspection Fee, Cyber Liability premium, as applicable. Does not include TRIA premium.

Forms

See attached schedule. Additional limits may be subject to Retro date endorsement.



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Coverage	Coverage Form	Deductible
Cyber Liability	Discovery Date	\$1,000 (Per Occurrence)
Limits		
Third Party Cyber Liability Coverage		\$100,000
Regulatory Proceeding Claim Expense Coverage		\$50,000
First Party Privacy Breach Expense Coverage		\$50,000
Cyber Coverage Aggregate		\$100,000

Forms

See attached schedule for Cyber Coverage Insurance Form.

Subjectivities and Contingencies

See separate Contingencies section

Cyber Premium: \$223

If you are interested in purchasing a higher Cyber Coverage Limit, please contact your Underwriter.

THE CYBER COVERAGE ACCEPTANCE/REJECTION FORM (BFR5000) IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Audit Information

Audit Frequency
Exposure Base

Annual
\$50,000

Audit Type
Audit Rate

Physical
\$3,5000

Contingencies

This quote is being offered by a non-admitted insurer subject to 100% minimum policy premium, with a 25% minimum earned. All taxes, fees and filing (if applicable) are the responsibility of the broker. Coverage is not bound without confirmation in writing from the Company.

This quote is subject to receipt and favorable review of the following prior to binding:

1. Signed and dated No Known Loss Letter. James River form attached.
2. Copies of all Product Labels.
3. Signed and Dated Application(s).
4. Cyber Liability Acceptance / Rejection Form.
5. Completed TRIA and SL tax form
6. Active marijuana license

Additional Comments

Full wording for LS2020:

1. Dimethylamylamine, DMAA, 1,3-dimethylamylamine, methylhexanamine, 4-methylhexan-2-Amine HCL, geranamine, geranium extract, or geranium oil.
2. Dendrobium, Dendrobe Noble, Dendrobium Extract, Dendrobium nobile, Dendrobium officinale, Extrait de Dendrobium, Jin Chai Shi Hu (D. nobile), Nobile Dendrobium (D. nobile), Orchid Stem, Stem-Orchid, Tie Pi Shi (D. officinale), Vinterdendrobium (D. nobile).
3. 1,3-Dimethylbutylamine, 2-Amino-4-methylpentane Citrate, 4-Amino-2-Methylpentane Citrate, 4-Amino Methylpentane Citrate, Amperall, AMP, AMP Citrate, 4-AMP Citrate, 4-Methyl-2-Pentanamine
4. BMPEA, BmePEA, R-beta-methylphenethylamine, Beta-methylphenethylamine, or Acacia Rigidula extract
5. Picamilon, pikatropin, pikamilon, nicotinyl-gamma-aminobutyric acid, nicotinoyl-GABA, and 4-(Pyridine-3-carbonylamino)butanoic acid.
6. Methylsynephrine; oxilofrine; p-hydroxyephedrine
7. Kratom; mitragynine; 7-hydroxymitragynine
8. DMHA, Octodrine, 2-Aminoisoheptane, 2-amino-6-methylheptane, 2-amino-5-methylheptane
9. Eria Jarensis; N-phenethyl Dimethylamine; N-phenethyl Dimethylamine Citrate
10. Human Chorionic Gonadotropin (HCG)
11. Norcoclaurine, Higenamine, 1-[(4-Hydroxyphenyl)methyl]-1,2,3,4-tetrahydroisoquinoline-6,7-diol; 1-(p-hydroxybenzyl)-6,7-Dihydroxy-1,2,3,4-Tetrahydroisoquinolin; 1(S)-Norcoclaurine; dl-Demethylcoclaurine; DMC; Higenamine; Higenamine Hydrobromide; Higenamine Hydrochloride; Higenamine Oxalate; Higenamine Tartrate; O-Demethylcoclaurine
12. Tianeptine
13. Vitamin E Acetate, Tocopheryl Acetate
14. Diethylene glycol
15. Pulegone
16. Acrylonitrile
17. Acrolein
18. Diacetyl, acetoin, and 2,3-pentanedione
19. Any and all heavy metals including but not limited to lead, cadmium, mercury, chromium, zinc, copper, nickel, iron, and arsenic

List of Locations

53 Spark Street,

City
Brockton

State
MA

Zip
02301



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Forms to be Attached (Please click form name or number to open a specimen copy in another browser window):

LS0005US-0416	Commercial General Liability Policy Declarations
AP0001US-0403	Schedule A
CG0002-1207	Commercial General Liability Coverage Form -Claims Made
AP2702US-0107	Extended Reporting Period Endorsement
AP2704US-0406	Restricted Reporting Endorsement
AH2307US-1016	Deductible Endorsement - Damages and Expenses
AP2103US-0607	Minimum Policy Premium
AP2108US-0811	Supplementary Payments (Defense Costs) within Limits of Insurance
LS2010US-0505	Non-Stacking Endorsement
LS2025US-0907	Life Sciences Premium Endorsement
AP2004US-0403	Additional Insured - Managers or Lessors of Premises
	<where required by written contract or written agreement>
AP2007US-0307	Additional Insureds - Vendors
	<where required by written contract or written agreement>
AP2104US-1012	Common Policy Conditions
AP2107US-0403	Binding Arbitration
CG0068-0509	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CG2107-0514	Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Incl
CG2135-1001	Exclusion - Coverage C - Medical Payments
CG2136-0305	Exclusion - New Entities
CG2147-1207	Employment-Related Practices Exclusion
CG2167-1204	Fungi or Bacteria Exclusion
IL0021-0908	Nuclear Energy Liability Exclusion
AH2309US-1003	Exclusion - Designated Operations
	<(1) Description of Designated Operations: The furnishing and permitting of consumption of cannabis products (2) Specified Location: Any and all of the insureds locations on file with the company and conventions, tradeshow, festivals, or other special events where cannabis will be distributed and/or consumed>
AP2020US-1206	Exclusion - Occupational Disease
AP2028US-0505	Exclusion - Electronic Media
AP2031US-0411	Exclusion - Cross Suits
AP2032US-0518	Exclusion - Employers Liability
AP2036US-1105	Absolute Pollution and Pollution Related Liability - Exclusion
AP2111US-1105	Exclusion - Punitive Damages
AP5054US-0311	Combined Policy Exclusions
AP5058US-1215	Exclusion - Business Conduct
GC2131US-0403	Fiduciary Exclusion
GC2141US-0107	Exclusion - Construction Activities
LS2005US-1110	Specified Products Exclusion Endorsement
LS2015US-0505	Communicable Disease Exclusion
LS2020US-1108	Additional Specific Product Exclusion
	<(1) DMAA; (2) Dendrobium; (3) DMBA / AMP Citrate; (4) BMPEA; (5) Picamilon; (6) Methylsynephrine; (7) Kratom; (8) DMHA; (9) Eria Jarensis; (10) HCG; (11) Norcoclaurine; (12) Tianeptine; (13) Vitamin E Acetate; (14) Diethylene glycol; (15) Pulegone; (16) Acrylonitrile; (17) Acrolein; (18) Diacetyl; (19) Heavy Metals; Including all chemical names for these compounds. See additional comments for full wording.>
LS2101US-1108	Specified Nutraceutical Substances Exclusion
LS2108US-0219	Exclusion - Health Hazards - Tobacco & Cannabis Business
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage
CG2175-0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
ILP001-0104	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403	Privacy Policy



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THE REQUEST FOR TAX PAYER INFORMATION AP5000 IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.



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POLICYHOLDER DISCLOSURE NOTICE

ELECTION OR REJECTION OF CYBER COVERAGE ENDORSEMENT

The Company has offered you the option to purchase a Cyber Coverage Endorsement as a coverage enhancement to your policy. You have the right to purchase coverage for certain first and third party cyber losses as outlined in the endorsement. You must elect to purchase or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, no coverage for first or third party cyber related claims will be afforded under the policy you are purchasing from us.

PLEASE COMPLETE THIS FORM BY SELECTING ONE OF THE FOLLOWING CHOICES BELOW BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM

- ☐ **ELECT and PURCHASE:** I hereby elect to purchase the Cyber Coverage Endorsement for a premium of \$223
- ☐ **DECLINE:** I decline to purchase the Cyber Coverage Endorsement offered with my quote.

REMEMBER TO ELECT OR REJECT CYBER COVERAGE ABOVE SIGN DATE THE BELOW. Return this form to your insurance agent. This election or rejection notice must be received by the Company on or before the effective date of the policy.

Insured Name

Natural Agricultural Products LLC

Submission Number

2762130

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Date

BFR5000 02-15



Quote

P.O. Box 27648, Richmond, VA 23261; (804) 289-2700.

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POLICYHOLDER DISCLOSURE NOTICE

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW

- ☐ **ELECT:** I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of Quote option selected.
- ☐ **DECLINE:** I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.

Insured Name

Natural Agricultural Products LLC

Submission Number

2762130

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Policy Number

AP.5001US 01-15



Quote

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REQUEST FOR TAX PAYING BROKER INFORMATION

Insured Name: Natural Agricultural Products LLC

Policy (quote) Number:

Please provide us with the surplus lines tax payment information requested below. IF ANY OF THE INFORMATION BELOW HAS BEEN PRE-FILLED BUT IS INCORRECT, PLEASE PROVIDE THE CORRECT INFORMATION. Pre-filled information on this form will be used by us for state reporting of surplus lines premium unless you advise otherwise.

Multi-State Risk (Y/N):

State where taxes are to be paid (This is Home State, if multi-state risk):

Name of Surplus Lines Licensee filing taxes:

Agency Affiliation:

Surplus Lines License Number:

Address of Surplus Lines Licensee:

Telephone Number:

If taxes are payable in New Jersey, you must provide us with the 14 digit New Jersey Transaction Number for this policy as well as other New Jersey specific information for reporting:

NJ Transaction Number:

NJ Agency SLA Number*

NJ Agency License Number**

*This is the number that the Surplus Lines Association has assigned to your agency

**The State of New Jersey requires license number of the agency, not the individual agent who is filing taxes

PREMIUM ALLOCATION MAY APPLY TO SOME POLICIES

If applicable, please provide the following information for each state where taxes are to be paid.

State

Premium Amount(basis for taxes)

As the producing broker, it is your responsibility to comply with state surplus lines regulations. For multi-state risks, broker must designate Home State and comply with Home State surplus lines laws and regulations. Arrangements must be made for the payment of any applicable state tax and stamping fees to appropriate state, stamping office or clearing house.

AP 5000US 01-15

Management and Operations Profile Packet

11. Operating Policies and Procedures (Restricting Access to individuals 21 or Older)

All employees and registered agents must be 21 years of age or older. 935 CMR 500.029 or 500.030

All employees, board members, directors, volunteers, executive managers or any other person(s) involved with Natural Agricultural Products will be registered with the CCC in accordance to all rules set forth under the regulations in 935 CMR 500.030. N.A.P. will ensure everyone has a valid, government-issued ID card proving name, date of birth, address and validity. All IDs will be photocopied and kept for a minimum of two (2) years and be made available upon request by the CCC or any other affiliated organization. All required personnel will have iCORI registrations on file, will be kept for a minimum of two (2) years and be made available upon request by the CCC or any other affiliated organization. Registration cards will be given to all approved personnel and the cards must be carried on each person at all times throughout the day and anytime they're on premises. N.A.P. will have a member of Human Resources review all personnel to ensure N.A.P. remains in constant compliance with all regulations set forth under 935 CMR 500.030.

All visitors must be 21 years of age or older. 935 CMR 500.002

All visitors and vendors will be required to produce a valid government-issued Identification card with picture proving they are over the age of 21. Before being permitted to enter the premises, all visitors shall provide proof of age and ID, must already be included on an expected list of visitors or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, be valid and not expired. All visitors and vendors will be required to wear a visitor badge and shall be escorted at all times - escorting meaning within reasonable line of sight. A single employee may escort no more than five visitors and the escorting employee shall log all access by visitors to Limited Access Areas at the time of the access. Compensation may not be used as leverage for allowing visitors onsite. The company will not promote, sponsor, or advertise to any persons under the age of 21 unless the audience are 80% adults or more.

Management and Operations Profile Packet

13. Operating Policies and Procedures (Quality Control and Testing Procedures)

Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food- grade stainless steel tables;
- Packaged in a secure area. 935 CMR 500.105(3)

Natural Agricultural Products has hired a Master Grower with over 6 years of cultivation experience in both medicinal and recreational commercial environments who will oversee all the daily care of the plants to ensure only female plants are being processed, all water levels are correct, plants are healthy, etc. In addition, N.A.P. will also be hiring quality control personnel, whose sole responsibility is to trim leaves off the flower and to check the color, smell, texture, etc. of each plant ensuring all of our product is free and clear of seeds, stems, dirt, debris, fungus, rot, mold, fungus, bacteria, etc. All plants will be cleaned and maintained daily, ensuring plants are healthy and free of any mold, mites, fungus, etc. at all times. Also, all grow rooms will be cleaned on a daily basis, at a minimum of twice (2x) a day, to ensure they are free of all debris, dirt, sand, etc. Individual grow rooms will be separated by plant life cycle - from germination and seedlings through vegetation and flower. All product will be inspected by quality control employees on stainless steel counters that are 3ft. x 6ft. sanitized under the guidelines of food handlers as stated in 105 CMR 300.000 which includes any/all person(s) directly preparing or handling food, dishes or utensils. Packaging and labeling will be conducted in an area not consistent with the grow area, or any area that is used for the manufacturing of marijuana. The space that will be used for this purpose will be solely utilized for the packaging and labeling of finished product.

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

All marijuana establishment agents who come in contact with marijuana will be required to attend a course on food handling and will be required to attend continuing education courses as required. All agents will practice standard operating procedures and will be knowledgeable of how product is inspected for contamination and disease - following the requirements for food handlers as stated in 105 CMR 300.000. The processing room will be cleaned and sanitized each day before processing, packaging, or labeling any marijuana or marijuana product and again before leaving for the day. Processing, packaging, and labeling will be restricted to one room as to not have any contamination from other products. All personnel will be required to wear vinyl suits, masks and booties to avoid contamination from clothing or outside sources.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness
- Washing hands appropriately. 935 CMR 500.105(3)

Marijuana establishment agents will be given protective gloves, masks, hair nets and sauna suits with protective pull over booties covering agents' shoes on a daily basis. All agents must sign out their protective equipment at time when received to ensure this policy is being followed. Whenever protective gear is removed for any reason, all personnel are required to wash hands thoroughly before returning to their assigned roles as stated in 935 CMR 500.105(3)(b)(2)(b). Throughout the facility there will be various stations having sanitary wipes, alcohol-based hand washing solution and disposable tissues for the convenience of all employees, visitors, and vendors. All employees who come in direct contact with marijuana will be required to attend classes yearly to be informed and remain in compliance with the requirements as stated in 105 CMR 590.000: Minimum sanitation standards for food establishments.

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)

Natural Agricultural Products will have portable wash stations, along with permanent stalls equipped with sufficient sanitation supplies needed to ensure all personnel meet or exceed the personal hygiene standards required. All portable and permanent washing stations will be cleaned and sanitized 2-3 times per day by N.A.P.'s maintenance staff. Signs will be posted throughout the facility directing all employees, visitors, and vendors to the locations of the permanent sanitation locations and to the washrooms as well as a warning sign indicating that hand washing is mandatory in our facility before starting work, and anytime contamination of the hands could be possible throughout the day. All bathrooms and washing stations shall be equipped with sanitizer, soap, wipes, and throw away towels. The water temperature shall be adequate for washing hands, not to exceed 110 degrees.

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)

Maintenance department will operate out of a separate area with an 8x10 storage room as to not cause odor of chemicals and sanitizing equipment, the storage room will be in a separate location away from all production areas. The storage room shall be organized in a manner to take inventory accurately and efficiently, and locked at all times when not being used. Inventory will be taken weekly, and a log will be filled as to when and who cleaned the storage room and when and who took the inventory. All logs will be kept for a minimum of two (2) years and will be available upon request to the CCC or any other affiliated organization.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for waste attracting and harboring pests. 935 CMR 500.105(12). 935 CMR 500.105(3).

All recyclables and waste, including organic waste composed of finished marijuana and marijuana products, shall be stored, secured and managed by a marijuana establishment agent designated to ensure N.A.P. is in constant compliance with the standards provided by state and local regulations, statutes, and ordinances. All liquid waste shall be stored in a 55-gallon non-combustion container, by a hazard licensed transport company that will be contracted for monthly pick up. There will be no discharge into municipal wastewater drains. Litter and trash will be contained into barrels that will be located at least every 30 feet. These barrels will be emptied at a minimum of twice a day, then transferred into a secured dumpster. Water used for marijuana and marijuana products will be filtered and reused to conserve a minimal amount of discharged water. Any remaining marijuana, and marijuana products that are considered organic solid waste shall be mixed with other organic materials, then composted and distributed to Holly Farms, a state licensed facility located in Berkley, MA. N.A.P. will contract with Burgess Pest Control, a local company that specializes in eliminating rodents and insects on a scheduled basis. Burgess pest control will fumigate and exterminate the facility before commencement of the buildout, and will be proactive thereon.

Floors, walls, and ceilings shall be constructed in such a manner that they may adequately kept clean and in good repair. 935 CMR 500.105(3)

Floors will be sanded, and sealed with polyethylene finish in order to keep dust and dirt to a minimum and to ease in maintaining and cleaning all floors. Walls will be 5/8 fire code sheet rock, and finished with a washable eggshell paint that is water based and non-flammable. Ceilings will be sealed with a non-toxic non-flammable paint, that will be mold and bacteria resistant, and easy to keep maintained and clean.

All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3)

All work stations where marijuana and marijuana products are inspected, weighed, labeled or handled daily will be cleaned and sanitized at the start of each day, after each use and again before leaving at the end of shifts. This will include all scales, tables, and utensils used. Floors will be washed, and sanitized at the end of every work day by N.A.P.s maintenance department personnel. The ceilings will be cleaned and sanitized after each harvest of marijuana and will be checked by maintenance weekly for any signs of mold, mildew, or bacteria and cleaned as needed.

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)

All stored material is to be identified and labeled whether toxic or not before being discharged to a hazardous waste facility. There will be no stored materials or toxic chemicals in areas where the production of marijuana or marijuana products are present protecting against contamination. Agents who are designated to dispose, destroy, or store, must log in a manifest the products name, weight, and reason being disposed, destroyed or stored whenever handling marijuana or marijuana products to be stored.

Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)

Municipal city water is connected to the facility and will be used. In addition to City water supplied by Brockton, MA, Natural Agricultural Products has made an application for a commercial city hookup through the Department of Public works and was approved if and when needed.

Plumbing shall be adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)

All of the plumbing in our facility will be of commercial grade. The drains and traps are copper that lead into black iron piping; ¾ copper feeds to sinks and toilets; ¾ copper increased to 1" for sprinkler system. All plumbing will be fully inspected by the City's building department before N.A.P. starts any production of cultivation or product manufacturing.

The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)

Bathrooms will be located on each floor, both men and women's bathrooms will all be handicap accessible by ADA standards. All bathroom will be equipped with washing materials, such as soap, sanitizer, disposable towels, and a receptacle to put trash in. Bathrooms will have a sign indicating that the bathroom facility is for employee use only, and labeled men's and women. Inside of each bathroom will include a sign indicating that all employees must thoroughly wash their hands before leaving bathroom.

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)

Prior to transporting, all finished marijuana and marijuana products will be stored in a secluded vault room, that is secured and locked, temperature controlled, cleaned and sanitized to prevent mold mildew and free of contaminants. Rooms will be designed to ensure ease of maintenance and ensure products can be secured safely while any cleaning takes place. Prior to

transporting, all finished marijuana and marijuana products will be inspected for packaging, labeling, weight, and freshness of product by a registered marijuana establishment agent designated to inspect, fill out manifests and approve for transport. Logs will be kept for a minimum of two (2) years and stored as to be made available upon request by the CCC or any other affiliated organization. All finished marijuana and marijuana products that have been inspected and approved by the marijuana establishment agent will be placed in a transportation vehicle approved by the CCC and the DPH; in locked compartments that are temperature controlled, cleaned and sanitized after each use of the vehicle.

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent testing laboratory. 935 CMR 500.140(9)

All marijuana and marijuana products that has been used for analyzing, processing, and testing and has been deemed non-sellable, will be considered as waste and disposed of as required under regulations as previously stated. Any marijuana or marijuana products that have tested high in contaminants, mold, mildew, or bacteria; will be disposed of in a manner according to the protocol of waste disposing materials as previously stated. No marijuana or marijuana products would be considered sellable, or marketable, unless inspected and tested by an Independent testing laboratory and then approved. Any and all products that tests positive to having contaminants of mold, mildew, bacteria, metals or pesticides would not be delivered, but disposed of by the originating marijuana establishment or the independent testing laboratory. Any marijuana or marijuana products that are considered toxic, non-sellable, or marketable, that has been tested by an independent testing laboratory would be documented by the testing facility and returned to the originating marijuana establishment.

The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination, if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)

Marijuana shall be tested for the cannabinoid profile and for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and pesticides. All testing will be done by an Independent Testing Laboratory approved and licensed by the Commonwealth of MA. All marijuana and marijuana products that test positive for contamination by an Independent Testing Laboratory will be labeled as non-sellable and reported to the Commission within 72 hours of testing period if contaminated product cannot be remediated.

Management and Operations Profile Packet

15. Operating Policies and Procedures (Personnel Policies)

A staffing plan and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)

Natural Agricultural Products will have only one location to start, but will be seeking both a cultivation and manufacturing license and as such will have one specific set of Standard Operating Procedures (SOP) for each license. A detailed description of the N.A.P.'s SOPs can be made furnishable upon request. All policies and procedures therein will completely conform to the rules and regulations set forth under 935 CMR 500.105(9) and 935 CMR 500.105(1).

Alcohol, smoke and drug-free workplace policies. 935 CMR 500.105(1)

Natural Agricultural Products is committed to being an alcohol, smoke and drug-free workplace. The use of any such substance will not be permitted anywhere on N.A.P. premises. Signs will be posted in various spots around the facility and all employees will be required to sign off saying they understand all N.A.P. policies and procedures before being allowed to begin work.

A plan describing how confidential information will be maintained. 935 CMR.105(1)

Natural Agricultural Products takes the confidential information of our employees, vendors, contractors, volunteers, investors, partners, and any other person(s) associated with N.A.P. in any capacity. As such, we are committed to taking very serious measures in protecting that information. This will include, but will not be limited to: maintaining all hard copies of any document containing confidential information of any sort in a secured, locked storage vault that is completely covered by security cameras with recording and time stamping features; and by maintaining all digital/electronic documents containing any confidential information in a secure, encrypted folder accessible only by executive management.

A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)

Under no circumstances will an employee of natural Agricultural Products be permitted to retain employment to the company if he/she has ever, or does ever divert marijuana, engage in unsafe practices, or been convicted or entered into a guilty plea for a felony charge of distribution of a drug to a minor. This will be written into our employment policies and be one of the bullets points all employees must read and understand before signing off on and beginning employment – this will be one of our zero tolerance policies. If at any point any employee fails to comply with this, or with any other zero tolerance policy at N.A.P., that employee will immediately be terminated of employment with no exceptions. A complete copy

of this employment policy can be made furnishable upon request to the CCC or any other affiliated organization.

Background Checking, Recruiting, Benefits, Hiring, Loss of Personnel

The facility will properly train all of its employees before they are permitted to work in any operations. Prior to being offered an employment position with the facility, all potential applicants will be required to pass a background check to ensure the potential applicant does not have any criminal felony convictions or have been convicted of the crimes listed in the state's regulations and otherwise is of good moral character. The facility intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance, to all employees. Exact compensation and benefits plans and packages are in the process of being developed. It is the facility's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. Accordingly, positions will generally be classified and then assigned a salary range that defines a minimum and maximum pay rate. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

In accordance with State legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week. Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by non-exempt employees will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside their normal working hours

without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

Number of Employees—exact number of employees employed by the facility is to be determined upon deployment of operations and the establishment of personnel requirements; the breakdown of these requirements can be seen below within the job description section.

Type of Labor—the team at the facility will comprise skilled, unskilled, and professional workers. The various positions within the organization will call for different laborers with different skill sets. The cultivation manager will need to be very skilled in the cultivation of marijuana, whereas an entry-level cultivation laborer will likely be unskilled and trained to the job requirements and functions.

Pay Structure— The facility will determine this upon deployment of operations and the establishment of personnel requirements. Employee compensation will be competitive with industry standards.

Job Termination—All termination actions will follow standard procedures. Basic steps include:

1. Notify key personnel of job termination
2. Obtain all facility keys, ID badges or other company property
3. Disable/change all terminated key personnel facility security access codes or passwords

4. Notify required authorities of the job termination of the key personnel
5. Notify all remaining staff of the job termination of the key personnel and inform them of the conditions of termination (i.e. employee is no longer allowed on the premise and to notify police or other authorities if said employee returns, etc.)
6. Contact security vendor and monitoring company to notify them of the job termination of key personnel.
 - a. Remove terminated key personnel from any notification, contact or call lists.

Job Separation—at times key personnel may decide to part ways on their own accord. In such circumstances there will be some basic steps and procedures to follow in for job separations.

1. Obtain all facility keys, ID badges, or other company property
2. Disable/change all key personnel facility security access codes or passwords
3. Notify required authorities of the job separation of the key personnel
4. Notify all remaining staff of the job separation of the key personnel and inform them of the conditions of separation (i.e. mutual separation and key personnel are always welcome back at the facility under visitor status, employee is no longer allowed on the premise, and to notify police or other authorities if said employee returns, etc.)
5. Contact security vendor and monitoring company to notify them of the job separation of key personnel.
 - a. Remove key personnel from any notification, contact or call lists.

Replacement of Key Personnel Position—find and interview a suitable replacement for the position that was vacated. Key personnel positions will need to be filled as soon as possible by management without compromising the quality of potential candidates.

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16. Operating Policies and Procedures (Record Keeping Procedures)

Establishments shall keep waste records for at least three years. 935 CMR 500.105(12)

All manifests, logs, receipts, records, or any other important document(s) will be kept, saved and stored in our secure records room for set periods of times. All waste records will be kept for a minimum of three (3) years and can be made furnishable upon request by the CCC or any other affiliated organization.

Establishments shall maintain their records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)

Natural Agricultural Products will have in-house accounting/human resources personnel with the responsibility of overseeing all records are kept and maintained properly and will also check regularly to ensure all records are being maintained within compliance of all generally accepted principles as well as local and federal laws.

Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)

All of Natural Agricultural Products' written operating policies and procedures, including, but not limited to: SOPs, personnel policies, security procedures, transportation procedures, operating procedures, etc., will be maintained at all times in compliance with the regulations laid out in 935 CMR 500.105(1), 935 CMR 500.105(9), and any other local/federal law(s), or regulation(s) set forth thereafter.

Inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)

Natural Agricultural Products will implement an in-depth record keeping system that will cover all requirements laid forth under 935 CMR 500.105(8), 935 CMR 500.105(9). This has been better explained under the "Operating Policies and Procedures (Inventory Procedures)" portion of this packet.

Seed-to-sale tracking records for all marijuana as required. 935 CMR 500.105(8)(e). 935 CMR 500.105(9)

Natural Agricultural Products will be using the Metrc seed-to-sale tracking system for tagging and tracking of all seeds, clones, plants and marijuana products. All records will be kept in compliance with CCC regulations set forth under 935 CMR 500.105(8)(e).

The following personnel records shall be maintained:

- **Job descriptions for each agent;**
- **A personnel record for each agent;**
- **A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;**
- **Personnel policies and procedures; and**
- **All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)**

All above records, as well as any other confidential information or important documents will be kept in compliance with all CCC, local, state and federal laws, guidelines and regulations at all times.

The following business records shall be maintained:

- **Assets and liabilities;**
- **Monetary transactions;**
- **Books of accounts;**
- **Sales records; and**
- **Salary and wages paid to each employee. 935 CMR 500.105(9)**

All business records, both stated above (Explained in much greater detail under the “Operating Policies and Procedures (Maintenance of Financial Records Plan)” portion of this packet) and any that may not be mentioned including, but not limited to: receipts, volunteer records, signed employee documents, etc. will be kept in compliance with all CCC, local, state and federal laws, guidelines and regulations at all times.

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17. Operating Policies and Procedures (Maintenance of Financial Records Plan)

The following business records shall be maintained:

- **Assets and liabilities;**

All Natural Agricultural Products acquisitions for any/all real estate, office equipment, manufacturing equipment, vehicles, safety gear, general equipment, or any other asset/liability N.A.P. has/acquires, both in written and computer/digital form, will be maintained and secured in a separate vault room. This records room will be temperature controlled, locked and secured with 100% camera coverage for safe and secured record keeping. Documentation of liabilities; costs; warranties; vouchers; and monthly operating expenses, are recorded through our bookkeeping department where all expenses are to be recorded onto a PDF file and logged. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Monetary transactions;**

All accounting of any loans, purchases, vouchers, and all other monetary transactions are to be recorded and documented through our bookkeeping department, and then turned into a PDF file. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Books of accounts;**

All N.A.P. records of any business account, checks, vouchers, invoices, journals, ledgers, agreements and any other supporting documents, will be converted into a PDF file from our bookkeeping department, then maintained and secured as will written and virtual information in a secluded temperature controlled, locked vault room, that is under surveillance 24/7. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Sales records; and**

All records of daily, monthly and yearly sales which would include, but not be limited to: all forms; receipts; logs; manifests; transaction history; and costs of products, are to be scanned and converted into a PDF file. All written forms and documentations that pertain to sales will be maintained and secured in a secluded room, temperature controlled, locked, and on camera 24/7. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record

keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

- **Salary and wages paid to each employee. 935 CMR 500.105(9)**

All wages, salaries, stipends paid to board members, executive compensations, benefits, bonuses, or any other item(s) of value paid to any individual affiliated with the company, shall be saved and converted into a PDF file which will be maintained and secured in a secluded vault room that is locked and on a security camera 24/7. All written, computerized, digital and virtual information is to be maintained and secured in our vault room designated for record keeping. That records room will be temperature controlled, locked, and under camera surveillance 24/7. All records will be made furnishable upon request by the CCC or any other affiliated organization.

All business records, both stated above and any that may not be mentioned including, but not limited to: receipts, volunteer records, signed employee documents, etc. will be kept in compliance with all CCC, local, state and federal laws, guidelines and regulations at all times.

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18. Operating Policies and Procedures (Detailed Description of Qualification of Intended Trainings for Agents)

A list of anticipated positions and their qualifications. 935 CMR 500.105

Job	Qualification
Bookkeeper	At least 21 years of age; 2+ years working as a staff accountant doing full cycle accounting; ability to maintain the upmost confidentiality on all business information; resourceful and independent, with above average problem-solving abilities; ability to multi-task and meet deadlines; advanced Excel skills (Pivot tables, data sorting, etc.); excellent working knowledge of QuickBooks or equivalent software; proficient interpersonal skills
Comptroller	At least 21 years of age; 2+ years working as a comptroller or experience in related fields; ability to maintain the upmost confidentiality on all business information; resourceful and independent with above average problem-solving abilities; ability to multi-task and meet deadlines; in-depth knowledge of all local, state and federal rules, ordinances, regulations and laws; excellent working knowledge of proper business practices; proficient interpersonal skills
Cultivation Center Manager	At least 21 years of age; proper licenses, if any; 3+ years of managerial experience; ability to manage staff during normal business hours in a fast paced, heavily regulated environment; ability to secure appropriate work credentials; ability to pass extensive background check; excellent oral and written communication skills; proficient computing skills; desire to become successful and work ethic to match; high level of integrity
Cultivation Manager	At least 21 years of age; proper licenses, if any; 3+ years of managerial experience; ability to manage staff during normal business hours in a fast paced, heavily regulated environment; ability to secure appropriate work credentials; ability to pass extensive background check; ability to expand cultivation knowledge at all times; proficient computing skills; desire to become successful and work ethic to match; high level of integrity

Delivery Manager	At least 21 years of age; proper licenses, if any; 3+ years of managerial experience; ability to manage staff during normal business hours in a fast paced, heavily regulated environment; ability to secure appropriate work credentials; ability to pass extensive background check; proficient time management skills; knowledge of state/federal laws pertaining to areas of responsibility; high level of integrity
Driver	At least 21 years of age; valid driver's license; clean driving record; ability to secure appropriate work credentials; ability to pass extensive background check; knowledge of state/federal laws pertaining to areas of responsibility; high level of integrity
Edibles Manager	At least 21 years of age; proper licenses, if any; 3+ years of managerial experience; ability to manage staff during normal business hours in a fast paced, heavily regulated environment; ability to secure appropriate work credentials; ability to pass extensive background check; excellent oral and written communication skills; proficient cooking, baking and extracting skills; desire to learn and improve abilities; high level of integrity
Executive Agent	21+ years of age; degree in business, management, related areas, or equivalent work experience; experience working in heavily regulated environments; experience in inventory management and reconciliation; experience owning/operating a business; ability to multi-task and work within closely regulated guidelines in a timely and organized fashion; must maintain all proper licenses, in good standing, at all times; must continue to expand cannabis and cannabis industry knowledge
Executive Director	21+ years of age; degree in business, management, related areas, or equivalent work experience; ability to run day-to-day business operations; proficient understanding of all current rules, regulations, laws, guidelines, etc.; experience working in heavily regulated environments; experience in inventory management and reconciliation; experience owning/operating a business; ability to multi-task and work within closely regulated guidelines in a timely and organized fashion; must maintain all proper licenses, in good standing, at all times;

	must continue to expand cannabis and cannabis industry knowledge
Grow Supervisor	21+ years of age; 3+ years of working as a grower at a commercial cultivation operation; High School Diploma or equivalent; proper licenses, if any; ability to secure appropriate work credentials; ability to pass extensive background check; ability to lift and move up to 50 lbs. as needed; regular and on-time attendance
Grower	21+ years of age; 3+ years of working as a grower at a commercial cultivation operation; High School Diploma or equivalent; proper licenses, if any; ability to secure appropriate work credentials; ability to pass extensive background check; ability to lift and move up to 50 lbs. as needed; regular and on-time attendance
Kitchen Staff	21+ years of age; 3+ years of working as a grower at a commercial cultivation operation; High School Diploma or equivalent; proper licenses, if any; ability to secure appropriate work credentials; ability to pass extensive background check; ability to lift and move up to 50 lbs. as needed; regular and on-time attendance
Managing Agent	21+ years of age; ability to multi-task and work within closely regulated guidelines in a timely and organized fashion; must maintain all proper licenses, in good standing, at all times; must continue to expand cannabis and cannabis industry knowledge Degree in business, management, related areas, or equivalent work experience; experience working in heavily regulated environments; experience in inventory management and reconciliation; experience owning/operating a business
Marketing Director	21+ years of age; 2+ years working in marketing or related fields; ability to maintain the upmost confidentiality on all business information; resourceful and independent with above average problem-solving abilities; ability to multi-task and meet deadlines; in-depth knowledge of all local, state and federal rules, ordinances, regulations and laws; excellent working knowledge of proper business marketing; proficient computer skills
Master Grower	21+ years of age; 5+ years working as a grower at a cultivation operation; High School Diploma or equivalent; proper licenses, if any; ability to secure appropriate work credentials; ability to

	pass extensive background check; ability to lift and move up to 50 lbs. as needed
President	21+ years of age; ability to multi-task and work within closely regulated guidelines in a timely and organized fashion; must maintain all proper licenses, in good standing, at all times; must continue to expand cannabis and cannabis industry knowledge Degree in business, management, related areas, or equivalent work experience; experience working in heavily regulated environments; experience in inventory management and reconciliation; experience owning/operating a business
Public Relations Director	21+ years of age; 2+ years working in public relations or related fields; ability to maintain the upmost confidentiality on all business information; resourceful and independent with above average problem-solving abilities; ability to multi-task and meet deadlines; in-depth knowledge of all local, state and federal rules, ordinances, regulations and laws; excellent working knowledge of proper business practices; proficient interpersonal skills; ability to coordinate with media, if necessary
Safety & Security Director	21+ years of age; 5+ years of security experience, or equivalent work experience; 5+ years of managerial experience; ability to coordinate with law enforcement as needed, experience with security coordination; proficient interpersonal skills
Security	21+ years of age; prior security guard/bouncer experience; ability to control escalated situations; ability to coordinate with law enforcement; proficient communication skills; in good physical condition with the ability to stay on feet all day and lift objects up to 75lbs
Senior Grower	At least 21 years of age; High School Diploma or equivalent; proper licenses, if any; ability to secure appropriate work credentials; ability to pass extensive background check; ability to lift and move up to 50 lbs. as needed; regular and on-time attendance; previous work experience in a cultivation facility; knowledge of state/federal laws pertaining to areas of responsibility;

	experience in a complex, fast-paced work environment
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Establishments must ensure that employees are trained on job specific duties prior to performing job functions. 935 CMR 500.105(2)

Natural Agricultural Products will be training all employees on specific job duties prior to performing job functions in-house. Training programs will be tailored to each specific role and will be required to have been completed before any employee is permitted to begin working for N.A.P. in any capacity. All trainings will be made available upon request to the CCC or any other affiliated organization.

Establishments must ensure that employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2)

All Natural Agricultural Products employees will be required to complete the Responsible Vendor Program and in addition will be required to maintain a minimum of four (4) hours of ongoing training in a rolling 6-month cycle.

All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. 935 CMR 500.105(2)

All Natural Agricultural Products employees will complete the Responsible Vendor Program once a provisional license has been obtained from the CCC, and will ensure all employees complete that program within 90 days of employment with NAP.

All new employees shall complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)

Natural Agricultural Products will make it mandatory that all new hires complete the Responsible Vendor Program within 90 days of hire. All new hires will be given the information about the Responsible Vendor Program including, but not limited to: program contact info, schedule information, class length, timeline, etc.

Responsible Vendor Program documentation must be retained for four (4) years. 935 CMR 500.105(2)

All documentation pertaining to the Responsible Vendor Program will be kept, maintained and stored in our separate, secured storage room for a period of no less than four (4) years and will be made available upon request by the CCC or any other affiliated organization.

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19. Operating Policies and Procedures (Diversity Plan)

The plan is tailored only to Commission-approved areas of diversity.

Natural Agricultural Products will be located in Brockton – a City that has been identified by the Commission as an area of disproportionate impact. This is a diverse community of blue-collar working class people of all races, religions, genders, sexual orientations, national origins, etc. Natural Agricultural Products has interviewed staff for various positions of that fall within the criteria for our diversity plan. Natural Agricultural products is an equal opportunity employer, and does not discriminate based on gender, gender identification, veterans, race, color, creed, religion, sexual orientation, age, national origin, disability, marital status, or any other potential factor. This plan will show N.A.P.'s plan to improve the equity within the community as well as the quality of life of its community members.

The plan contains measurable goals.

Our diversity plan is designed to promote equity among men, women, minorities, veterans, people with disabilities, people of all gender identities, sexual orientations, etc. The applicant shall hire the following:

- 50% minorities
- 30% Veterans
- 10% persons with disabilities
- 10% LGBTQ+

The plan contains programs that shall be implemented to accomplish the particular goal(s) and include specific information as to the frequency and subject matter of any action/event.

The applicant shall post monthly advertisements in the local newspaper, *The Brockton Enterprise*, stating that the establishment is specifically looking for Massachusetts Residents who are one or more of the following: Have a minority background, are a veteran, are disabled, or are a member of the LGBTQ+ community. In addition, upon receiving a provisional license, N.A.P. will conduct job fairs on a monthly basis prior to the opening of the facility and will continue to run job fairs at least every three (3) months for the 1st 12 months we are in business, then on an as-needed basis moving forward. The applicant will advertise the date, time and place of said job fair in the local newspaper as well as send notification letters to neighbors of the facility. N.A.P.'s Human Resources Department will review and evaluate applicants to ensure that Natural Agricultural Products selects the most qualified employees and falls within the laid-out criteria of the measurable goals for our diversity plan.

The plan contains metrics that will be used to assess the progress or success of the plan's goals.

The Human Resources Department will be the hiring department for N.A.P. and will count the number of individuals hired that are a minority, veteran, person with a disability, and is a member of the LGBTQ+ community. This number will be compared to the total number of individuals hired to ensure N.A.P. meets, or exceeds their measurable goal of 50% minorities, 30% veterans, 10% with disabilities, and 10% of people of all gender identities and sexual orientation out of the total of all applicants.

The plan contains a timeline for showing progress or success of its plan. At a minimum, the plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

On a monthly basis, the President of Natural Agricultural Products will meet with human resource to determine the amount of job opportunities and if the diversity plan goals are being met, or on pace to be met. The President will document the accomplishments and bring before the Board of Directors to show progress. These reports will be compiled month/month into a complete 12-month history that will be reported annually to the Commission upon renewal of provisional licensure.

The plan contains the statement that will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments.

The applicant will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments.

The plan contains the statement that any action taken, or programs instituted, by the applicant will not violate the commission's regulations with respect to the limitations on ownership or control or other applicable state laws.

The applicant attests that any action taken or programs instituted by the applicant will not violate the commission's regulations with respect to the limitations on ownership or control or other applicable state laws.