



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

**License Number:** MR282601  
**Original Issued Date:** 06/29/2020  
**Issued Date:** 06/29/2020  
**Expiration Date:** 06/29/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** ToroVerde (Massachusetts), Inc.

**Phone Number:** 352-247-5581      **Email Address:** billybeetz.toroverdemass@gmail.com

**Business Address 1:** C/O EvansCutler Attorneys 90 Conz Street      **Business Address 2:**  
**Business City:** Northampton      **Business State:** MA      **Business Zip Code:** 01060

**Mailing Address 1:** C/O EvansCutler Attorneys 90 Conz Street      **Mailing Address 2:**  
**Mailing City:** Northampton      **Mailing State:** MA      **Mailing Zip Code:** 01060

### 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:** N/A  
**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:**      **Percentage Of Control:** 100  
**Role:** Director      **Other Role:** Sole Director on Board of Directors, President, Treasurer, Secretary, Chief Executive Officer and Chief Financial Officer

**First Name:** William      **Last Name:** Beetz      **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:**      **Percentage Of Control:** 100  
**Role:** Other (specify)      **Other Role:** Chief Executive Officer of ToroVerde (Holdings), Inc.; Chief Executive Officer of Nallim Capital, Inc.  
**First Name:** Jeffrey      **Last Name:** Giarraputo      **Suffix:**  
**Gender:** Male      **User Defined Gender:**  
**What is this person's race or ethnicity?:** White (German, Irish, English, Italian, Polish, French)  
**Specify Race or Ethnicity:**

**ENTITIES WITH DIRECT OR INDIRECT AUTHORITY**

**Entity with Direct or Indirect Authority 1**

**Percentage of Control:** 100      **Percentage of Ownership:** 100  
**Entity Legal Name:** ToroVerde (Holdings), Inc.      **Entity DBA:**      **DBA City:**  
**Entity Description:** ToroVerde (Holdings), Inc. is a Delaware corporation.  
**Foreign Subsidiary Narrative:** ToroVerde (Holdings), Inc. is a wholly-owned subsidiary of Nallim Capital Inc., which is a British Columbia, Canada corporation.  
**Entity Phone:** 352-247-5581      **Entity Email:**      **Entity Website:**  
billybeetz.toroverdemass@gmail.com  
**Entity Address 1:** c/o Cogency Global Inc., 850 NEW BURTON ROAD      **Entity Address 2:** SUITE 201  
**Entity City:** Dover      **Entity State:** DE      **Entity Zip Code:** 19904  
**Entity Mailing Address 1:** PO Box 869 STN ADELAIDE      **Entity Mailing Address 2:**  
**Entity Mailing City:** Toronto, Ontario M5C 2K1      **Entity Mailing State:** MA      **Entity Mailing Zip Code:** 00000  
**Relationship Description:** ToroVerde (Holdings), Inc. is the 100% Owner / Sole Shareholder of ToroVerde (Massachusetts), Inc.

**Entity with Direct or Indirect Authority 2**

**Percentage of Control:** 100      **Percentage of Ownership:** 100  
**Entity Legal Name:** Nallim Capital Inc.      **Entity DBA:**      **DBA City:**  
**Entity Description:** British Columbia, Canada Corporation  
**Foreign Subsidiary Narrative:**  
**Entity Phone:** 303-522-9000      **Entity Email:**      **Entity Website:**  
jeffgiarraputo88@gmail.com  
**Entity Address 1:** 1055 W. Georgia St.      **Entity Address 2:** Suite 1500  
**Entity City:** Vancouver, BC Canada V6E 4N7      **Entity State:** MA      **Entity Zip Code:** 00000  
**Entity Mailing Address 1:** 1055 W. Georgia St.      **Entity Mailing Address 2:** Suite 1500  
**Entity Mailing City:** Vancouver, BC Canada V6E 4N7      **Entity Mailing State:** MA      **Entity Mailing Zip Code:** 00000  
**Relationship Description:** Nallim Capital Inc. is the 100% Owner / Sole Shareholder of ToroVerde (Holdings), Inc.

### CLOSE ASSOCIATES AND MEMBERS

#### Close Associates or Member 1

First Name: Damian

Last Name: Solomon

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Damian Solomon is the Chief Operating Officer.

#### Close Associates or Member 2

First Name: Hidemi

Last Name: Ena

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Hidemi Ena is the Director of Retail Operations.

### CAPITAL RESOURCES - INDIVIDUALS

No records found

### CAPITAL RESOURCES - ENTITIES

#### Entity Contributing Capital 1

Entity Legal Name: ToroVerde Inc.

Entity DBA:

Email: info@toroverde.com

Phone: 416-602-4869

Address 1: 2100-40 King St. W

Address 2:

City: Toronto, Ontario M5H 3C2

State: MA

Zip Code: 00000

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

First Name: William

Last Name: Beetz

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) II, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Greenfield

Marijuana Establishment State: MA

#### Individual 2

First Name: Damian

Last Name: Solomon

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) II, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Greenfield

Marijuana Establishment State: MA

#### Individual 3

First Name: Hidemi

Last Name: Ena

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) II, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Greenfield

Marijuana Establishment State: MA

#### Individual 4

First Name: William

Last Name: Beetz

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) III, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Whately

Marijuana Establishment State: MA

#### Individual 5

First Name: Damian

Last Name: Solomon

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) III, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Whately

Marijuana Establishment State: MA

Individual 6

First Name: Hidemi

Last Name: Ena

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) III, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Whately

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 26-28 North King Street

Establishment Address 2: Unit 2

Establishment City: Northampton

Establishment Zip Code: 01060

Approximate square footage of the establishment: 3000

How many abutters does this property have?: 15

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	ToroVerde (Massachusetts), Inc. - HCA Certification Form (exec).pdf	pdf	5cb4c6598e20fa4c3aba6134	04/15/2019
Community Outreach Meeting Documentation	ToroVerde - Northampton Community Outreach Meeting Documents.pdf	pdf	5cb4c688b10c2044c5596c00	04/15/2019
Plan to Remain Compliant with Local Zoning	ToroVerde (Massachusetts)_Plan to Remain Compliant with Local Ordinances (Northampton) 4846-9426-7311 v.1.pdf	pdf	5e05023038f8ab571d6e292d	12/26/2019
Community Outreach Meeting Documentation	ToroVerde (Massachusetts) Inc. _ Attestation Explaining Relationship with Richard Evans (exec).pdf	pdf	5e0a2991fe65bd5750702509	12/30/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	ToroVerde (Massachusetts) _ Positive Impact Plan (Updated 12.9.19) 4811-7073-8606 v.1.pdf	pdf	5e04fed65e2d54535a9c23f8	12/26/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Director

Other Role: Sole Director on Board of Directors, President, Treasurer, Secretary, Chief Executive Officer and Chief Financial Officer

First Name: William

Last Name: Beetz

Suffix:

**RMD Association:** Not associated with an RMD

**Background Question:** no

**Individual Background Information 2**

**Role:** Executive / Officer

**Other Role:** Chief Operating Officer

**First Name:** Damian

**Last Name:** Solomon **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

**Individual Background Information 3**

**Role:** Manager

**Other Role:** Director of Retail Operations

**First Name:** Hidemi

**Last Name:** Ena **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** yes

**Individual Background Information 4**

**Role:** Other (specify)

**Other Role:** Chief Executive Officer of ToroVerde (Holdings), Inc.; Chief Executive Officer of Nallim Capital Inc.

**First Name:** Jeffrey

**Last Name:** Giarraputo

**Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

**ENTITY BACKGROUND CHECK INFORMATION**

**Entity Background Check Information 1**

**Role:** Parent Company

**Other Role:** 100% Owner / Sole Shareholder of ToroVerde (Massachusetts), Inc.

**Entity Legal Name:** ToroVerde (Holdings), Inc.

**Entity DBA:**

**Entity Description:** ToroVerde (Holdings), Inc. is a Delaware corporation.

**Phone:** 352-247-5581

**Email:** billybeetz.toroverdemass@gmail.com

**Primary Business Address 1:** 850 NEW BURTON ROAD

**Primary Business Address 2:** SUITE 201

**Primary Business City:** Dover

**Primary Business State:** DE

**Principal Business Zip Code:** 19904

**Additional Information:**

**Entity Background Check Information 2**

**Role:** Other (specify)

**Other Role:** Lender / Debt Capital Contributor

**Entity Legal Name:** ToroVerde Inc.

**Entity DBA:**

**Entity Description:** ToroVerde Inc. is a Canadian corporation

**Phone:** 416-602-4869

**Email:** info@toroverde.com

**Primary Business Address 1:** 2100-40 King St. W

**Primary Business Address 2:**

**Primary Business City:** Toronto, Ontario M5H 3C2

**Primary Business State:** MA

**Principal Business Zip Code:** 00000

**Additional Information:** Canada Revenue Agency Business Number: 75552-6514

**Entity Background Check Information 3**

**Role:** Parent Company

**Other Role:** 100% Owner / Sole Shareholder of ToroVerde (Holdings), Inc.

Entity Legal Name: Nallim Capital Inc

Entity DBA:

Entity Description: Canadian Corporation

Phone: 303-522-9000

Email: jeffgiarraputo88@gmail.com

Primary Business Address 1: 1055 W Georgia St.

Primary Business Address 2: Suite J 500

Primary Business City: Vancouver, BC Canada  
V6E 4N7

Primary Business State: MA

Principal Business Zip Code:  
00000

Additional Information: Canadian Business Number BN: 70088 2681

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	ToroVerde (Massachusetts), Inc. - Certificate of Good Standing from the SoC (2.28.19).pdf	pdf	5cb4970d0a957444d5907ef6	04/15/2019
Articles of Organization	Articles of Domestication.aspx.pdf	pdf	5cb4970e6b08e34c76328908	04/15/2019
Articles of Organization	ToroVerde (Massachusetts), Inc. - 2018 Annual Report Filing.pdf	pdf	5cb623d5df25934c58f84d1e	04/16/2019
Articles of Organization	ToroVerde (Massachusetts), Inc. _ Attestation Explaining Relationship with Rob Chalmers (exec).pdf	pdf	5e0f582838f8ab571d6e3876	01/03/2020
Department of Revenue - Certificate of Good standing	ToroVerde (Massachusetts)_Certificate of Good Standing from DOR (11.19.19).pdf	pdf	5e0f591e2f1a065311397d9e	01/03/2020

No documents uploaded

Massachusetts Business Identification Number: 001343676

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	ToroVerde (Massachusetts), Inc. - Plan to Obtain Liability Insurance - 12.26.18.pdf	pdf	5cb49952cee9f84c34364728	04/15/2019
Business Plan	ToroVerde (Massachusetts), Inc. - Business Plan.pdf	pdf	5cdb589b1dae681319ce67e6	05/14/2019
Business Plan	Harvest - ToroVerde (Massachusetts) - Consulting Agreement (exec) 4829-8557-0735 v.1.pdf	pdf	5e061f2d38abaf57497ab04f	12/27/2019
Proposed Timeline	ToroVerde (Massachusetts) _ Proposed Timeline (updated).pdf	pdf	5e0f5a26fab70557127f0c05	01/03/2020
Business Plan	ToroVerde (Massachusetts) _ Attestation Explaining Relationship with Harvest (exec).pdf	pdf	5e21d9b2a6a6c4073730f808	01/17/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	ToroVerde (Massachusetts), Inc. - Plan for Obtaining Marijuana - 12.26.18.pdf	pdf	5cb4996db1ec4a4c446c186c	04/15/2019
Separating recreational from medical operations, if applicable	ToroVerde (Massachusetts), Inc. - Plan for Separating Adult Use from Medical Operations - 12.2.pdf	pdf	5cb4999d36e3e844f3b5107a	04/15/2019
Security plan	ToroVerde (Massachusetts), Inc. - Security Plan - 12.26.18.pdf	pdf	5cb499eaf25dae4c6c3f0fd8	04/15/2019
Prevention of diversion	ToroVerde (Massachusetts), Inc. - Prevention of Diversion - 12.26.18.pdf	pdf	5cb49a01bf7c9d44e9105ba9	04/15/2019
Storage of marijuana	ToroVerde (Massachusetts), Inc. - Storage of Marijuana - 12.26.18.pdf	pdf	5cb49a1673349d44fd62978f	04/15/2019
Transportation of marijuana	ToroVerde (Massachusetts), Inc. - Transportation of Marijuana - 12.26.18.pdf	pdf	5cb49a269b1a9b44dfe4cb6d	04/15/2019
Inventory procedures	ToroVerde (Massachusetts), Inc. - Inventory Procedures - 2.28.18.pdf	pdf	5cb49a4a8e20fa4c3aba6085	04/15/2019
Quality control and testing	ToroVerde (Massachusetts), Inc. - Quality Control and Testing - 12.19.18.pdf	pdf	5cb49a61b1ec4a4c446c1870	04/15/2019
Dispensing procedures	ToroVerde (Massachusetts), Inc. - Dispensing Procedures - 12.19.18.pdf	pdf	5cb49a886b08e34c76328910	04/15/2019
Record Keeping procedures	ToroVerde (Massachusetts), Inc. - Recordkeeping Procedures - 12.19.18.pdf	pdf	5cb49ac39b1a9b44dfe4cb75	04/15/2019
Maintaining of financial records	ToroVerde (Massachusetts), Inc. - Maintaining Financial Records - 12.19.18.pdf	pdf	5cb49aeb0a957444d5907f09	04/15/2019
Qualifications and training	ToroVerde (Massachusetts), Inc. - Qualifications and Training - 12.19.18.pdf	pdf	5cb49b3c6b08e34c76328914	04/15/2019
Diversity plan	ToroVerde (Massachusetts) _ Diversity Plan (updated) 4852-4753-6558 v.2.pdf	pdf	5e04ff29f76dd253236e2429	12/26/2019
Personnel policies including background checks	ToroVerde (Massachusetts)_Personnel Policies (updated).pdf	pdf	5e0f5b2aef24345344e50283	01/03/2020
Restricting Access to age 21 and older	ToroVerde (Massachusetts)_Plan to Restrict Access to Age 21 and Older (updated).pdf	pdf	5e0f5b57b7ff09534ba01fb6	01/03/2020

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

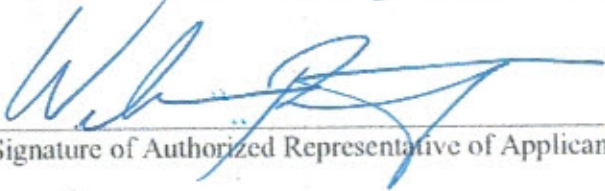
Monday From: 8:00 AM	Monday To: 10:00 PM
Tuesday From: 8:00 AM	Tuesday To: 10:00 PM
Wednesday From: 8:00 AM	Wednesday To: 10:00 PM
Thursday From: 8:00 AM	Thursday To: 10:00 PM
Friday From: 8:00 AM	Friday To: 10:00 PM
Saturday From: 8:00 AM	Saturday To: 10:00 PM
Sunday From: 8:00 AM	Sunday To: 10:00 PM

## 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

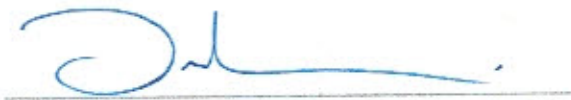
I, William Beetz, (insert name) certify as an authorized representative of Toroverde (Massachusetts) Inc (insert name of applicant) that the applicant has executed a host community agreement with Northampton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5<sup>th</sup> December 2018 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, David Narkewicz, Mayor, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Northampton (insert name of host community) to certify that the applicant and Northampton (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on DEC 20, 2018 (insert date).



Signature of Contracting Authority or  
Authorized Representative of Host Community



## 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, Richard Evans, (*insert name*) attest as an authorized representative of **TOROVERDE (MASSACHUSETTS), Inc.** (*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 10/24/18 (*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 10/10/18 (*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 10/11/18 (*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 10/7/18 (*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.



ToroVerde (Massachusetts) Inc.  
26 N. King Street  
Northampton, MA 01060

Mayor's Office

OCT 11 2018

Northampton MA

Mayor Narkewicz  
210 Main St.  
Northampton, MA 01060

October 7, 2018

Dear Mayor Narkewicz,

ToroVerde (Massachusetts) Inc. is a proposed retail cannabis business located at 26 N. King St, Northampton, MA 01060. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). Notice is hereby given of a public Community Outreach Meeting at the proposed location at 2pm on October 24<sup>th</sup>, 2018.

Sincerely,



Ezra Parzybok, cannabis consultant (on behalf of ToroVerde)  
413-539-3059 ezra@greenglove.cc

ToroVerde (Massachusetts) Inc.  
26 N. King Street  
Northampton, MA 01060

October 7, 2018

Dear Abutter to 26 N. King Street,

ToroVerde (Massachusetts) Inc. is a proposed retail cannabis business located at 26 N. King Street, Northampton and we are applying for a license from the Massachusetts Cannabis Control Commission. All abutters are required to be notified of our community outreach meeting to discuss the site, its plans, and its adherence to CCC regulations. All public is welcome to attend the meeting October 24th, 2pm at the proposed site; 26 N. King Street Northampton, 01060. There will be an opportunity for the public to ask questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ezra Parzybok', with a stylized, wavy flourish at the end.

Ezra Parzybok  
Cannabis Consultant, on behalf ToroVerde,

**PLAN TO REMAIN COMPLIANT WITH LOCAL ORDINANCES  
AND REGULATIONS**

ToroVerde (Massachusetts), Inc. (“ToroVerde”) will remain compliant at all times with the local ordinances, regulations and codes applicable to ToroVerde’s proposed Marijuana Retailer Establishment located in the City of Northampton.

In accordance with the Zoning Ordinance, ToroVerde’s proposed Marijuana Retailer Establishment is located at 26 N. King Street in Northampton’s Highway-Business (HB) District designated for retail marijuana establishments. In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, ToroVerde’s proposed facility is not located within 200 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

As indicated in the Table of Uses in Northampton’s Zoning Ordinance, ToroVerde’s Marijuana Retailer Establishment is allowed by right in the Highway-Business (HB) District. No special permit or site plan approval from any municipal Special Permit Granting Authority or Board is required.

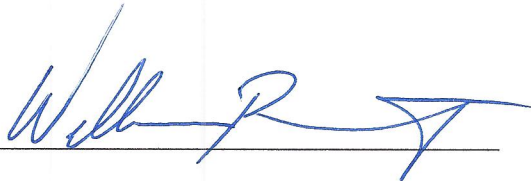
ToroVerde will apply for a Building Permit from the City of Northampton Building Department prior to commencing construction, as well as obtain a Certificate of Occupancy prior to commencing operations. ToroVerde will also apply for any other local permits, approvals, registrations or certificates required to site and operate a Marijuana Retailer Establishment at the proposed location. ToroVerde will comply with all conditions and standards set forth in any required local permit or approval.

ToroVerde has met several times with municipal officials to discuss its Marijuana Establishment plans, and ToroVerde has executed the required Host Community Agreement with the City. ToroVerde will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

**ATTESTATION EXPLAINING RELATIONSHIP BETWEEN  
RICHARD EVANS AND TOROVERDE (MASSACHUSETTS), INC.**

I, William Beetz, the President and Chief Executive Officer of ToroVerde (Massachusetts), Inc. ("ToroVerde"), hereby certify and attest that the following information is true and correct:

1. ToroVerde retained Richard Evans to serve as the local legal counsel for the limited purposes of engaging the host municipality to negotiate the Host Community Agreement and coordinating the required Community Outreach Meeting in the host municipality.
2. ToroVerde anticipates that Richard Evans will continue to serve as local legal counsel and liaison between ToroVerde and the host municipality on an as-needed basis. However, Richard Evans: (i) will not have any direct or indirect control over ToroVerde or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde , (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde , including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde that enables Richard Evans to exercise a significant influence over the management, operations or finances, of ToroVerde or its operations.



Name: William Beetz  
Title: President and Chief Executive Officer  
Entity: ToroVerde (Massachusetts), Inc.

12/29/2019  
Date

# The Green Gateway Positive Impact Program

## Introduction

This direct mentor-to-mentee program will be hosted in Greenfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. ToroVerde (Massachusetts), Inc. has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means.

## Acknowledgements

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 every Marijuana Establishment.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

## Goals:

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, "...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- Access to **quarterly** training seminars (see seminar content below)
  - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
  - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
  - PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.

- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, an online resource center providing links and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals
- Promote PTG attendee participation in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

## Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

**One day seminar** - This free, quarterly seminar will be conducted at a suitable venue in the above ADI. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

### Seminar Content:

- Introduction
- A brief history of Marijuana regulation
- Federal Law, State Law, Regulations and Administrative Decisions
- The Cannabis Control Commission
- Developing your vision
- Developing your business plan
- The Application Process - Threading the needle
- Community Resources for Economic Development
- Home-Grown Cannabis regulations
- Employment in the Marijuana Industry
- Open Forum
- Next steps

**Mentorship and Counseling** - Seminar participants will be offered free, **ongoing** access to a web-based, “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to an online resource center that provides links to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ page, where PTG participants may post questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

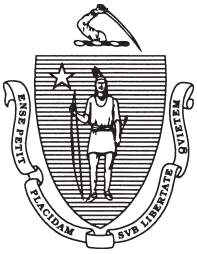
**Positive Impact Survey** - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the one-day seminar are required to complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the one-day seminar. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will be made available to the CCC, state funding agencies, and local business development organizations. This report will help assess and measure the obstacles and routes to success for PTG participants.

### **Measurements:**

**Program Progress and Success** - The success and impact of this program will be measured through the following means:

- **Attendance** - Attendance will be counted and recorded through both the survey and attendee records. Attendance goals will be achieved if at least 25% of attendees are PTGs from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define "sustained participation" as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our online resource center, or participating in our weekly telephone conference during the 3 months following their first seminar
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual survey data report to at least two state organizations, the governing body of the above ADI, and at least two independent regional workforce development and/or economic development organizations.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: February 28, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,

**TOROVERDE (MASSACHUSETTS), INC.**

is a domestic corporation organized on **August 29, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19020524710

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

**F  
FPC**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Domestication**

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 9.22; 950 CMR 113.24)

(1) Exact name of corporation in the jurisdiction of organization:

TOROVERDE (MASSACHUSETTS), INC.

(2) A corporate name that satisfies the requirements of G. L. Chapter 156D, Section 4.01, if the name of the corporation is unavailable for use in the commonwealth, or the corporation desires to change its name:

TOROVERDE (MASSACHUSETTS), INC.

(3) Jurisdiction of incorporation: DELAWARE

(4) Date of incorporation in foreign jurisdiction: JULY 31, 2018

(5) The foreign corporation  is /  is not \* authorized to conduct business in the commonwealth.

(6) The domestication of the foreign corporation to a business corporation in the Commonwealth was duly authorized as required by the laws of the jurisdiction in which the corporation was incorporated.

(7) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

**ARTICLE I**

The exact name of the corporation upon domestication is:

TOROVERDE (MASSACHUSETTS), INC.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*\*

\* Check the appropriate box

\*\* Professional corporations governed by G.L. Chapter 156A and must specify the professional activities of the corporation.

**ARTICLE III**

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		COMMON	5,000	\$0.001

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Voting shares of common stock with \$0.001 par value. The name of each person owning a share of the corporation's capital stock shall be entered on the books of the corporation together with the number of shares owned, the date or dates of issue and the number or numbers of the certificate or certificates, if any, covering such shares. The corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes regardless of any transfer, pledge or other disposition of such stock until the shares have been properly transferred on the books of the corporation as set forth in the bylaws.

**ARTICLE V**

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

**ARTICLE VI**

Other lawful provisions, and if there are no such provisions, this article may be left blank.

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*

*\*\* G.L. Chapter 156D eliminates the concept of par value, however, a corporation may specify par value in Article III. See Section 6.21 and the comments relative thereto.*

**ARTICLE VII**

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

**ARTICLE VIII**

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
44 SCHOOL STREET, SUITE 325, BOSTON, MASSACHUSETTS 02108
- b. The name of its initial registered agent at its registered office:  
COGENCY GLOBAL INC.
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: ROB CHALMERS

Treasurer: ROB CHALMERS

Secretary: ROB CHALMERS

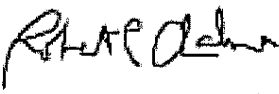
Director(s): ROB CHALMERS

*If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.*

- d. The fiscal year end of the corporation:  
DECEMBER
- e. A brief description of the type of business in which the corporation intends to engage:  
HOLDING COMPANY
- f. The street address of the principal office of the corporation:  
2100 - 40 KING ST WEST, TORONTO ONTARIO M5H 3C2
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

C/O COGENCY GLOBAL INC. 44 SCHOOL STREET, SUITE 325, BOSTON, MA 02108, which is  
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed by: \_\_\_\_\_,   
(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 28 day of August, 2018.

# Delaware

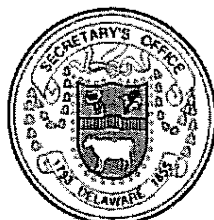
Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TOROVERDE (MASSACHUSETTS), INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TOROVERDE (MASSACHUSETTS), INC." WAS INCORPORATED ON THE THIRTY-FIRST DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.



6997384 8300

SR# 20186407845

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

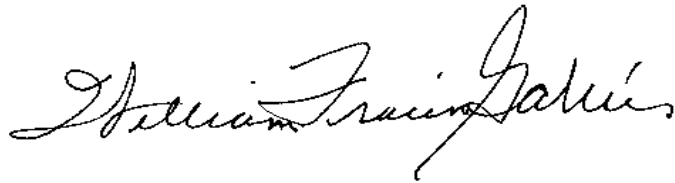
Authentication: 203331026

Date: 08-29-18

THE COMMONWEALTH OF MASSACHUSETTS

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

August 29, 2018 11:07 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$100.00

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

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001343676

1. Exact name of the corporation: TOROVERDE (MASSACHUSETTS), INC.

2. Jurisdiction of Incorporation: State: MA Country:

3.4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: COGENCY GLOBAL INC.  
No. and Street: 44 SCHOOL ST., SUITE 325  
City or Town: BOSTON State: MA Zip: 02108 Country: USA

5. Street address of the corporation's principal office:

No. and Street: C/O EVANSCUTLER ATTORNEYS  
90 CONZ STREET  
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	WILLIAM BEETZ	5411 GOLDDUST ROAD SPRING HILL, FL 34609 USA
TREASURER	WILLIAM BEETZ	5411 GOLDDUST ROAD SPRING HILL, FL 34609 USA
SECRETARY	WILLIAM BEETZ	5411 GOLDDUST ROAD SPRING HILL, FL 34609 USA
DIRECTOR	WILLIAM BEETZ	5411 GOLDDUST ROAD SPRING HILL, FL 34609 USA

7. Briefly describe the business of the corporation:

RETAIL SALE OF CONSUMER GOODS

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CWP	\$0.00100	5,000	\$5.00	0

9. Check here if the stock of the corporation is publicly traded:

10. Report is filed for fiscal year ending: 12/31/ 2018

Signed by WILLIAM BEETZ , its PRESIDENT  
on this 26 Day of March, 2019

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All Rights Reserved

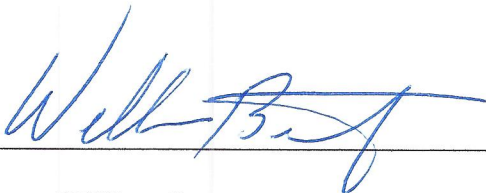
ATTESTATION EXPLAINING RELATIONSHIP BETWEEN ROB CHALMERS AND TOROVERDE  
(MASSACHUSETTS), INC.

I, William Beetz, the President and Chief Executive Officer of ToroVerde (Massachusetts), Inc. ("ToroVerde"), hereby certify and attest that the following information is true and correct:

1. Rob Chalmers served as the Director, President, Treasurer, and Secretary of ToroVerde when the corporation was initially formed. However, Rob Chalmers resigned from all ToroVerde director and officer positions prior to the filing of the Retailer license application and is not directly involved with ToroVerde in any capacity.
2. Rob Chalmers holds a minority ownership interest in ToroVerde, Inc. ("TVI"), which only serves to provide capital resources indirectly to ToroVerde pursuant to a Revolving Loan Agreement between TVI and Nallim Capital Inc., which is the 100% owner/ultimate parent company of ToroVerde.

Under the Revolving Loan Agreement, TVI: (i) will not have any direct or indirect control over ToroVerde or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde, (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde that enables TVI to exercise a significant influence over the management, operations or finances, of ToroVerde or its operations.

As simply a minority shareholder of TVI, Rob Chalmers: (i) will not have any direct or indirect control over ToroVerde or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde, (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde that enables Rob Chalmers to exercise a significant influence over the management, operations or finances, of ToroVerde or its operations.



12/20/19  
Date

Name: William Beetz  
Title: President and Chief Executive Officer  
Entity: ToroVerde (Massachusetts), Inc.



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1985785920  
Notice Date: November 19, 2019  
Case ID: 0-000-627-946



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RICHARD EVANS  
TOROVERDE MASS INC  
90 CONZ ST STE 213  
NORTHAMPTON MA 01060-3868

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, TOROVERDE MASS INC 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](http://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

### **Plan for Obtaining Liability Insurance**

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) plans to contract with a qualified insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence.

ToroVerde will consider additional coverage based on availability and cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, ToroVerde will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. ToroVerde will keep reports documenting compliance with 935 CMR 500.105(10).

**TOROVERDE (MASSACHUSETTS), INC.**

**Business Plan**

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## **1. EXECUTIVE SUMMARY**

### **1.1 Mission Statement**

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) is a Massachusetts business corporation that is committed to operating a compliant, safe, and high-quality Marijuana Retailer Establishment (“**MRE**”) in the Commonwealth of Massachusetts. ToroVerde seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality, and community integration.

### **1.2 Product**

ToroVerde will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, ToroVerde will offer a wide range of products that will allow ToroVerde to serve customers with a wide variety of needs and preferences. The products ToroVerde intends to offer include, but will not be limited to:

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

### **1.3 Customers**

ToroVerde’s target customers are consumers 21 years of age or older who live and work in the City of Northampton and surrounding communities in Hampshire County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

### **1.4 What Drives Us**

ToroVerde’s goals include providing safe and high-grade cannabis and extract products to eligible consumers above the age of 21. ToroVerde also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

## **2. COMPANY DESCRIPTION**

### **2.1 Corporate and Application Status**

ToroVerde is a Massachusetts business corporation in good standing that is applying for a license from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate an adult use Marijuana Retailer Establishment (“**MRE**”) in the Commonwealth.

ToroVerde will file, in a form and manner specified by the Commission, an application for licensure as an MRE consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

### **2.2 Operations**

ToroVerde has executed a Lease Agreement for 26-28 N. King Street, Unit 2 in Northampton for use as a Marijuana Retailer Establishment. The property includes an existing 3,000 square foot commercial/retail space that will be renovated to improve exterior and interior conditions and install state-of-the-art security systems. There is ample existing parking on site for customers and staff.

ToroVerde’s facility will be designed with the specific intentions of ensuring consumer safety; promoting a smooth flow of business throughout the facility; eliminating queuing; and incorporating design nuance that is intended to facilitate one-on-one conversations between customer service representatives and customers. ToroVerde will meticulously invest in security, interior design, quality control, product testing, and staff training.

ToroVerde plans to obtain the marijuana flower and marijuana products to be sold at its Retailer Establishment from other licensed Marijuana Cultivator and Product Manufacturer Establishments in the Commonwealth.

### **2.3 Inventory Procedures**

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

ToroVerde will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

ToroVerde will maintain records that will be available for inspection by the Commission and host upon request. The records will be maintained in accordance with generally accepted accounting principles (GAAP). Records will be maintained for at least 12 months.

Additional information on ToroVerde's inventory procedures are available in the Inventory Procedures document included with this submission.

## **2.4 Security**

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

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

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

Only eligible consumers 21 years of age and older with a valid government-issued ID and ToroVerde's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and ToroVerde will maintain a current list of individuals with access.

On-site consumption of marijuana by customers, ToroVerde's employees and visitors will be prohibited. ToroVerde will have security personnel on-site during business hours.

Additional information on ToroVerde's security plan is available in the Security Plan document included with this submission.

## **2.5 Benefits to the City of Northampton**

ToroVerde looks forward to working cooperatively with the City of Northampton to ensure that ToroVerde operates as a responsible, contributing member of the Northampton community. ToroVerde anticipates establishing a mutually beneficial relationship with the City in exchange for permitting ToroVerde to site and operate in Northampton. The City stands to benefit in various ways, including but not limited to the following:

- a. **Jobs.** ToroVerde estimates adding 15 - 25 full-time jobs for qualified Northampton residents, in addition to hiring qualified local contractors and vendors.
- b. **Host Community Agreement.** A Host Community Agreement, under which ToroVerde will make significant community impact payments to the City, will provide additional financial benefits beyond local property taxes.
- c. **Access to Quality Legal Product for Consumers.** ToroVerde will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers and patients are not required to verify their age and marijuana products are not tested.
- d. **Local Sales Tax Revenue.** The City will receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.
- e. **Control.** In addition to the Commission, the Northampton Police Department and other municipal departments will have oversight over ToroVerde's security systems and processes.
- f. **Responsibility.** ToroVerde is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. **Economic Development.** ToroVerde's project will revitalize the surrounding area and contribute to the overall economic development of the local community.

## 2.6 Zoning and Local Compliance

ToroVerde will remain compliant at all times with the local zoning requirements set forth in the City of Northampton Zoning Ordinance. In accordance with the Zoning Ordinance, ToroVerde's proposed Marijuana Retail Establishment is located in the Highway-Business (HB) Zoning District designated for Marijuana Retail Establishments.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, ToroVerde's proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12 or within two hundred (200) feet daycare center or any facility in which children commonly congregate.

ToroVerde will apply for any other local permits, approvals, registrations or certificates required to site and operate a Marijuana Retailer Establishment at the proposed location. ToroVerde will comply with all conditions and standards set forth in any required local permit or approval.

ToroVerde has met with local officials and community members to discuss its plans for a proposed Marijuana Retailer Establishment, and ToroVerde has executed the required Host Community Agreement with the City. ToroVerde will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

ToroVerde has also retained two law firms specializing in marijuana businesses to assist with ongoing compliance with local zoning requirements.

### **3. MARKET RESEARCH**

#### **3.1 Industry**

33 States and Washington D.C have laws broadly legalizing marijuana use. Approximately 60% of Americans support the legalization of marijuana, with 89% of Americans supporting the legalization of marijuana use for medical purposes.

According to a recent study released by the Massachusetts Department of Public Health, over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

#### **3.2 Customers**

The City of Northampton's population is approximately 28,500, and the population of Hampshire County is approximately 161,800.

ToroVerde's target customers are consumers 21 years of age or older who live in, work in and visit the City of Northampton and the surrounding communities in Hampshire County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

#### **3.3 Competitors**

ToroVerde's main competitors will include other licensed Retailer Establishments in the City of Northampton and in other municipalities in Hampshire County.

#### **3.4 Competitive Advantage**

ToroVerde is in the process of engaging experienced cannabis industry professionals to provide advice on best practices for retail marijuana operations on a consultant basis.

ToroVerde feels confident that a consultant partner with experience in effective cannabis retail operations, superior product quality and selection, and attention to customer experience will yield a positive reputation for ToroVerde within the Northampton community that competitor retailer establishments may not be able to achieve. ToroVerde will leverage its partner's experience to ensure a premiere dispensing experience.

#### **4. PRODUCT / SERVICE**

##### **4.1 Products**

ToroVerde intends to offer a variety of marijuana strains, concentrates and infused products to meet the wide-ranging needs and preferences of its customer base. The products available for purchase will include, but will not be limited to:

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

##### **4.2 Dispensary Procedures**

In accordance with 935 CMR 500.140(3), access to ToroVerde's establishment will be limited to verified individuals 21 years of age and older. Prior to entering the dispensary, a customer must present a valid, government-issued photo identification to a ToroVerde security agent to determine whether the customer is 21 years of age or older. Once the customer's identity and age are verified, the security agent will permit the customer to enter the establishment's sales area.

Once inside the sales area, the customer will enter a queue to obtain individualized service from a ToroVerde agent who will help the customer select from the available products and complete the transaction. Prior to checkout, customers will be required to confirm their identities and ages a second time. The checkout also activates the seed-to-sale tracking system that will be compliant with 935 CMR 500.105(8). Sales will be limited to one (1) ounce of marijuana flower or five (5) grams of marijuana concentrate per adult use consumer transaction. All required taxes will be collected at the point of sale.

Once a customer has selected products for purchase, a ToroVerde agent will collect the requested items from a secure product storage area. The agent will then scan each product's barcode into

the Commission-approved point of sale system. All products will be packaged in tamper and child-resistant, resealable packaging that is compliant with 935 CMR 500.105(5) and properly labeled with warnings, strain information, cannabinoid profile, and other information detailed in 935 CMR 500.105.

In the event a ToroVerde agent determines a consumer would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. ToroVerde will use the point of sale system to accept payment and complete the sale. The system will back up and securely cache each sale for inspection.

In compliance with 935 CMR 500.140(8), ToroVerde will provide educational materials designed to help consumers make informed marijuana product purchases. The educational materials will describe the various types of products available, as well as the types and methods of responsible consumption. The materials will offer education on titration, which is the method of using the smallest amount of product necessary to achieve the desired effect. Additional topics discussed in the education materials will include potency, proper dosing, the delayed effects of edible marijuana products, substance abuse and related treatment programs, and marijuana tolerance, dependence, and withdrawal.

Additional information on ToroVerde's retail policies and procedures is available in the Dispensing Procedures document included with this submission.

### **4.3 Pricing Structure**

When determining the appropriate pricing structure, ToroVerde will continually strive to find the perfect balance between affordability for consumers and preventing the diversion of product to the black market.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

ToroVerde's plan to grow the company includes:

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

### **5.2 Communication**

ToroVerde will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of

marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

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

ToroVerde will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Partnership with local businesses.

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

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

### **5.3 Product Packaging**

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE

SERVINGS.” ToroVerde will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

#### 5.4 Branding and Logos

ToroVerde will develop logos and branding that complies with state regulations and that will distinguish ToroVerde from its competitors. ToroVerde will file for trademark protection at the state level, and when permissible, at the federal level.

### 6. FINANCIAL SUMMARY

ToroVerde is well-funded and is expected to have the ability to leverage its consultant’s operational experience to establish a successful, compliant retail operation in a timely manner.

ToroVerde’s proposed facility in Northampton is an existing structure that will not require large amounts of capital and time-intensive construction.

#### 6.1 Financial Projections

Fiscal Year (US\$000s)	FIRST FULL FISCAL YEAR PROJECTIONS 2019	SECOND FULL FISCAL YEAR PROJECTIONS 2020	THIRD FULL FISCAL YEAR PROJECTIONS 2021
Projected Revenue	\$234	\$6,926	\$8,977
Projected Expenses	\$320	\$5,111	\$6,415
Profit:	(\$86)	\$1,815	\$2,562
Number of unique customers for the year	143	4,083	5,057
Number of customer visits for the year	3,331	95,136	117,832
Projected % of customer growth rate annually	---	2,756%	24%
Estimated purchased ounces per visit	0.2	0.2	0.2

Estimated cost per ounce	\$176	\$196	\$217
Total FTEs in staffing	12	15	16
Total marijuana inventory for the year (in lbs.)	44	1,258	1,559

## 6.2 Financial Assumptions

ToroVerde has based its revenue forecasts on a top-down model that accounts for the local population (of both the City of Northampton and Hampshire County). While initial estimates assume a higher proportion of revenue from the sale of dried flower, ToroVerde assumes that revenue will shift in favor of derivative products (including topicals, tinctures, concentrates, and edibles) in subsequent years.

ToroVerde expects to employ at least 13 full-time equivalents (FTEs) in Northampton, plus a salaried General Manager and Assistant General Manager. Additionally, ToroVerde will employ a minimum of two Security Officers, one of which will be present on the premises during all operating hours.

In these financial projections, ToroVerde assumes operations as a Marijuana Retail Establishment will commence on these premises in November 2019. However, the applicant understands that the opening of the business is requisite on receipt of full licensure from the Commonwealth of Massachusetts and full compliance with all laws and regulations governing the operation of such business.

## 7. TEAM

### 7.1 General

ToroVerde has assembled a team of experienced cannabis industry professionals with a diverse set of talents to operate a Marijuana Retailer Establishment, including business management, retail operations, public safety and security.

### 7.1 Executive Management Team

#### 7.1.1 William Beetz, *Director, President, Treasurer, Secretary, Chief Executive Officer*

William Beetz is a retired police captain, after 24 years of service, who managed a staff of over 600 sworn and civilian personnel at the agency of Hernando County sheriff's office in the state of Florida. Since retirement in 2011, Mr. Beetz has followed several successful entrepreneur opportunities as well as consulting contracts within the business world of restaurants, retail, and the marijuana industry. Mr. Beetz is married for over 28 years with three adult children, who all have professional careers in medical, law, and business ownership.

William Beetz has successfully completed a bachelor's degree in Business Management and a master's degree in Criminal Justice with a Cum Laude certificate maintaining a 3.8 GPA. William Beetz holds the position of a Chairman of a board of directors for a not-for-profit organization to assist in providing the needs for disabled children and families as well as fulfilling many requests in organizing charity fundraising and volunteering at a local 1,500 member Christian church.

7.1.2 Damian Solomon, *Chief Operations Officer*

7.1.3 Hidemi Ena, *Chief Retail Officer*

## **8. CONCLUSION**

ToroVerde is expected to have the ability to leverage its operations consultant's experience and know-how to safely and efficiently serve customers with high quality, consistent, laboratory-tested marijuana and marijuana products in Northampton and the surrounding communities in Hampshire County.

ToroVerde is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, ToroVerde looks forward to working cooperatively with the City of Northampton to help spread the benefits this market will yield.

## HARVEST MASS HOLDING I, LLC || TOROVERDE CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement"), effective as of this 12 day of December, 2019, is made by and between HARVEST MASS HOLDING I, LLC, an Arizona limited liability company ("Consultant"), TOROVERDE (MASSACHUSETTS), INC., a Massachusetts business corporation, TOROVERDE (MASSACHUSETTS) II, INC., a Massachusetts business corporation, and TOROVERDE (MASSACHUSETTS) III, INC., a Massachusetts business corporation (collectively, "ToroVerde"). Consultant and ToroVerde are each individually referred to as a "Party" and collectively as the "Parties."

**WHEREAS**, Consultant, and its affiliated entities, are experienced in the cannabis industry and have the ability to provide various services relevant to assist ToroVerde in its implementation and operation of an adult-use cannabis retailing business, as further described in Exhibit A (the "Services");

**WHEREAS**, ToroVerde is applying for a license ("License") to operate one (1) or more Marijuana Establishments ("Cannabis Business") in Massachusetts in accordance with regulations at 935 CMR 500.000 *et seq.* (the "Regulations") promulgated by the Massachusetts Cannabis Control Commission (the "Commission"); and

**WHEREAS**, ToroVerde is in need of assistance in connection with its application(s) for a License from the Commission ("License Application") and the operation of its Cannabis Business, and therefore wishes to retain Consultant to provide the Services, and Consultant wishes to provide such Services pursuant to the terms of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I SERVICES

**Section 1.01 Services.** During the term of this Agreement, Consultant shall provide ToroVerde with the Services, as scheduled and/or as reasonably requested by ToroVerde. Consultant shall perform the Services at ToroVerde's direction, and at times and locations as reasonably determined by ToroVerde.

**Section 1.02 Statement of Work.** In addition to the Services described in Exhibit A, ToroVerde may reasonably request Consultant to perform additional consulting services related to or in connection with the License Application. In connection with such additional services, Consultant and ToroVerde shall enter into a Statement of Work in the form of Exhibit B attached hereto (the "Statement of Work"). Each Statement of Work shall automatically be incorporated into this Agreement, and such services shall be deemed to be Services hereunder.

**Section 1.03 No Decision-Making Authority.** Notwithstanding anything to the contrary in this Agreement, ToroVerde shall maintain exclusive authority, control and possession of its business and shall be solely responsible for decision-making regarding all aspects of its business, including, but not limited to, the products and facilities owned by ToroVerde or under ToroVerde's control, inclusive of all related inventories. Consultant shall never hold title to or be deemed to have legal possession of ToroVerde's products, and Consultant shall have no control over the pricing, marketing or selling of ToroVerde's products, nor shall it have control over any of ToroVerde's decision-making. Notwithstanding anything contained herein to the contrary, the Parties hereto agree that this Agreement is not intended to provide Consultant with any direct or indirect control, as defined in the Commission's Adult use of Marijuana Regulations in 935 CMR 500.002 and as construed by the Commission, over ToroVerde or ToroVerde's operations. The Parties hereto agree that, in the event that the Commission determines that this Agreement establishes Consultant as a "Person or Entity Having Direct or Indirect Control" as defined in 935 CMR 500.002 and as construed by the Commission, or in the event that the Commission issues guidance reasonably indicating that such determination would be likely, the Parties hereto shall amend such agreements accordingly; provided, that the parties hereto shall work in good faith to maintain the original intent hereof.

## **ARTICLE II COMPENSATION**

### **Section 2.01 Compensation.**

(a) Nature of Payments. ToroVerde agrees to pay Consultant fees for the Services as set forth on the Compensation Schedule, attached hereto as Exhibit C. All payments will be made in United States Dollars.

(b) Invoices. Consultant shall submit monthly invoices to ToroVerde setting forth the services performed and the pre-approved expenses incurred during the preceding month. All invoices will identify this Agreement by name. Consultant will send all invoices to ToroVerde at the address identified in Section 6.03. Invoices that are not properly submitted may be subject to nonpayment. Consultant will retain complete and accurate financial records related to all Services performed, including but not limited to records of related invoice calculations, and such records will be subject to inspection by ToroVerde.

(c) Failure to Make Payments. In the event that ToroVerde is unable to make any payments under this Agreement, ToroVerde shall promptly provide notice to Consultant of its inability to pay. After receiving such notice or if ToroVerde otherwise fails to make any payments under this Agreement for three (3) consecutive months, ToroVerde must provide, if requested by Consultant, financial information to verify ToroVerde's inability to pay until such time as ToroVerde has made all payments outstanding to Consultant, deferred or otherwise.

(d) Taxes and Expenses. ToroVerde shall be solely responsible for any excise, transfer, sales or similar tax with respect to its products and any of ToroVerde's other business operations. In addition, ToroVerde shall reimburse Consultant for all ordinary, necessary and properly documented expenses Consultant reasonably incurs in performing the Services under this Agreement. Consultant will submit documentation of such expenses to ToroVerde at the end of each calendar month, and payment on such expenses are due and payable on or before the fifteenth (15th) day of the following month. Any Consultant expense that exceeds ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD) shall require prior written approval from ToroVerde. Consultant shall be solely responsible for any taxes on the fees it receives in connection with the Services provided hereunder.

(e) Non-Refundable; No Deductions. Compensation and any other amounts due by ToroVerde under this Agreement, including taxes and expenses in accordance with the above Section 2.01(c), shall be non-refundable and made free and clear of, and without deduction for, any set-off, claims, taxes or withholdings of any kind.

### **ARTICLE III**

#### **OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

##### **Section 3.01 General Obligations of ToroVerde.**

(a) ToroVerde shall materially comply with the Regulations and all other regulations governing Cannabis Businesses in Massachusetts, as applicable, and all other applicable state and local laws and regulations other than laws and regulations the validity or applicability of which it is contesting in good faith or provisions of any of the foregoing with which the failure to comply cannot reasonably be expected to materially adversely affect its business.

(b) ToroVerde shall at all times operate its facilities in good standing and supply evidence of its valid License and all other relevant licenses or registrations upon reasonable request by Consultant.

(c) ToroVerde shall ensure that Consultant is given access to ToroVerde's facilities at all times necessary for Consultant to perform its obligations and duties under this Agreement, provided such access is in compliance with the Regulations.

(d) ToroVerde shall maintain accurate books and records, including but not limited to inventory records, and shall provide Consultant with copies of such records upon request, to the extent permitted by the Regulations.

(e) ToroVerde shall maintain its facilities and equipment in optimal working condition. For purposes of this Section 3.01(e), optimal working condition shall mean that the facilities and equipment shall: (i) meet or exceed all required security and safety laws, codes and regulations; and (ii) contain sufficient and functioning equipment.

(f) ToroVerde shall be solely responsible for all reporting to, and communications with, the Commission and all relevant state governmental agencies and representatives regarding ToroVerde's business. Consultant will provide ToroVerde with all information in Consultant's possession which ToroVerde needs to make such reporting and communication.

(g) Without limiting the generality of the foregoing, ToroVerde covenants and agrees to comply at all times with (i) all applicable environmental, health and safety laws and regulations; and (ii) ToroVerde's environmental management standards or program, if any, as issued from time to time in writing.

**Section 3.02 Obligations of ToroVerde Relative to Cannabis.** With respect to the ToroVerde's use of any of Consultant's proprietary materials and intellectual property, and the ToroVerde's distribution and sale of Consultant-affiliated products, ToroVerde covenants and agrees with Consultant:

(a) that at all times ToroVerde shall have and maintain, in good standing, all Licenses, licenses, permits and approvals necessary and required by the Commission, the Commonwealth of Massachusetts and any local government organizations, other than Licenses, licenses, permits and approvals the validity of which it is contesting in good faith or provisions of any of the foregoing with which the failure to comply cannot reasonably be expected to materially adversely affect its business.

(b) that ToroVerde shall comply with all applicable requirements of the Commission, the Commonwealth of Massachusetts and host municipality regarding regulated cannabis, including, but not limited to, all state and local laws and regulations related to storage, preparation, testing, taxation, security, employee qualifications, and equity ownership restrictions.

**Section 3.03 Obligations of Consultant.**

(a) In carrying out its obligations under this Agreement, Consultant, and its authorized employees and representatives, shall comply with all applicable state and local laws and regulations.

(b) Consultant shall ensure that any access to ToroVerde's facilities that may be granted to Consultant's authorized employees and representatives shall be in strict compliance with the Regulations. Consultant shall be responsible for any breaches by its employees and subcontractors, including damages, harm or violations caused by such employees and representatives, while they are in ToroVerde's facilities.

(c) Consultant shall exercise care and professionalism in performing the Services that meet or exceed industry standards for similar Services.

**Section 3.04 Representations, Warranties and Acknowledgments by ToroVerde.**

(a) ToroVerde is in compliance with its organizational documents and all applicable state and local laws and regulations other than laws and regulations the validity or applicability of which it is contesting in good faith or provisions of any of the foregoing with which the failure to comply cannot reasonably be expected to materially adversely affect its business.

(b) ToroVerde is duly organized, licensed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and is duly qualified, licensed and in good standing in all states in which it is doing business, and shall hereafter remain duly qualified, licensed and in good standing in the Commonwealth and in such other states in which the failure to qualify or become licensed could have a material adverse effect on the business of the ToroVerde.

(c) The execution, delivery and performance of this Agreement constitute valid and binding obligations of ToroVerde, enforceable in accordance with their terms, are within ToroVerde's powers and authority, have been duly authorized and are not in contravention of the terms of ToroVerde's charter, by-laws or other organization papers, or of any agreement or undertaking to which ToroVerde is a party. ToroVerde has obtained, or is in the process of obtaining, all Licenses required to distribute and sell cannabis pursuant to the Regulations, and will continue to maintain such Licenses in good standing.

### **Section 3.05 Representations, Warranties and Acknowledgments by Consultant.**

(a) Consultant is duly organized, licensed, validly existing and in good standing under the laws of the State of Arizona and is duly qualified, licensed and in good standing in every other state in which it is doing business.

(b) The execution, delivery and performance of this Agreement constitute valid and binding obligations of Consultant, enforceable in accordance with their terms, are within Consultant's powers and authority, have been duly authorized and are not in contravention of law or the terms of Consultant's certificate of organization, operating agreement or other organization papers, or of any agreement or undertaking to which Consultant is a party.

**Section 3.06 Indemnification.** Each Party hereby agrees to defend, indemnify and hold harmless the other Party, its affiliates, and each of their respective directors, members, managers, officers, employees, and agents from and against any loss, claim, action, damage, expense or liability, including amounts previously consented to by the indemnifying Party paid in settlement or compromise of any such claim, action or demand (including defense costs and attorneys' fees) resulting from any third-party claim or suit arising out of or relating to a breach of a Party's obligations, covenants, duties, representations or warranties under this Agreement; *provided, however,* that the foregoing indemnity obligation shall not apply to the extent such claim is the

result of the willful misconduct or negligent act of the Party seeking indemnity. This provision shall survive the expiration or termination of this Agreement.

### **Section 3.07 Confidential Information; Exceptions.**

(a) Confidential Information. Each Party acknowledges that it may be entrusted with confidential information belonging to the other Party pursuant to or otherwise in connection with this Agreement, whether marked as confidential or not, including, but not limited to strategies and plans, contracts (including this Agreement), financial information, professional fee information, salary information, policies and procedures, operational matters and practices, research and development, marketing materials, applications, manuals, nutrient formulas, soil formulas, chemical formulas, cultivation processes, know-how, trade secrets, trademarks, copyrights, patents, cannabis plant genetics and strains, business and financial records, customer lists, contractor lists and other similar information (the “**Confidential Information**”). Each Party agrees that it will: (i) maintain the other Party’s Confidential Information in a confidential manner during the term of Agreement and after the termination or expiration of this Agreement for any reason; (ii) only disclose any Confidential Information of the other Party to its directors, officers, employees and other personnel who have a need to know such information in order to carry out its duties under this Agreement or to any third persons or entities authorized in writing by the other Party to receive or use such Confidential Information, and such directors, officers, employees and other personnel shall agree to hold the Confidential Information confidential in accordance with the obligations of this Agreement; (iii) treat all Confidential Information of the other Party with the same degree of care with which it treats its own confidential information; and (iv) not use Confidential Information of the other Party for any purpose other than the purposes of this Agreement. Upon the expiration or termination of the Agreement, each Party agrees to stop using and return the other’s Confidential Information; provided, however, that the receiving Party shall be permitted to retain Confidential Information to the extent required by applicable state and local laws and regulations and pursuant to archival/back-up systems consistent with existing practices, in each case, such Confidential Information shall be held in confidence in accordance with this Section 3.07.

(b) Exceptions. Notwithstanding the provisions of Section 3.07(a), a receiving Party may disclose the other Party’s Confidential Information: (i) pursuant to a statutory and/or governmental regulation or requirement, subpoena or other legal or administrative process; (ii) which is or later becomes generally available to the public by use, publication or the like, through no fault of the receiving Party; (iii) which is obtained from a third party who had the legal right to disclose such Confidential Information to the receiving Party without obligation of confidentiality; (iv) which is in the receiving Party’s prior possession without obligation of confidentiality; or (v) which is independently discovered or developed by the receiving Party without use of Confidential Information, as evidenced by the receiving Party’s written records. In the event that either Party is required to disclose any Confidential Information pursuant to part (i) of this Section 3.07(b), the receiving Party

will give, to the extent permitted by such process, prompt notice thereof to the Party whose Confidential Information is being disclosed so that it may seek an appropriate protective order or to limit such disclosure and the Parties will reasonably cooperate with each other in the efforts to seek such a protective order or limitation.

(c) This Section 3.07 shall survive the expiration or termination of this Agreement.

## ARTICLE IV INTELLECTUAL PROPERTY

**Section 4.01 Consultant Intellectual Property.** ToroVerde acknowledges and agrees that it will not acquire any right in or to any expertise, work product, know-how, trade secrets, statutory and common law copyrights and intellectual property now or hereafter owned by Consultant (“**Consultant Intellectual Property**”). ToroVerde acknowledges the legal validity and commercial value of Consultant Intellectual Property, including all state and federal intellectual property registrations that Consultant owns, obtains or acquires. ToroVerde shall not, at any time, file any application for intellectual property protection with the United States Patent and Trademark Office, or with any other governmental entity, based on knowledge obtained from Consultant’s Intellectual Property.

**Section 4.02 ToroVerde Intellectual Property.** ToroVerde retains exclusive rights to, and ownership of, any of ToroVerde’s work product, know-how, trade secrets, statutory and common law copyrights, trademarks and other materials provided to Consultant, disclosed to Consultant, or otherwise used in connection with or in furtherance of the Services and/or this Agreement (the “**ToroVerde Intellectual Property**”). Consultant acknowledges and agrees that it will not, by virtue of this Agreement or otherwise, acquire any right in or to ToroVerde Intellectual Property. Consultant shall not, at any time, file any application for intellectual property protection with the United States Patent and Trademark Office, or with any other governmental entity, based on ToroVerde’s Intellectual Property. Consultant shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration of ToroVerde’s brands, products, official label or any other existing or future ToroVerde trademarks based on ToroVerde’s Intellectual Property.

**Section 4.03 IP Developed by Consultant or Jointly.** The Parties agree that all intellectual property rights, titles and interests in and to all of the products conceived, created, developed or produced by Consultant for ToroVerde or jointly by the Parties in connection with and during the performance of this Agreement, including licenses, copyrights, trademarks, patents and all other intellectual property rights, shall be considered “work made for hire” and shall become the exclusive property of ToroVerde. Consultant may use, distribute, market, license or sell such products with the prior written consent of ToroVerde. Nothing in this Section 4.03 shall confer any right in Consultant’s Intellectual Property to ToroVerde.

**Section 4.04 Termination of IP Rights.** Upon the expiration or termination of the Agreement, each Party agrees to return, and cease to use, the other's intellectual property as soon as practicably possible. This provision shall survive the expiration or termination of this Agreement.

**Section 4.05 Injunctive Relief.** Each Party acknowledges that one Party's breach or threatened breach of this Article IV will result in immediate and irreparable damage to the other Party for which money damages alone would be inadequate to compensate the other Party. Therefore, in the event of a breach or threatened breach of this Article IV by one Party, the other Party may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach, continued breach or threatened breach of this Article IV or compel specific performance of this Agreement. In the event of any breach or threatened breach of this Article IV by one Party or infringement of any rights of one Party, the other Party shall reimburse the breaching Party for its reasonable attorney's fees and other related expenses if it is determined that the breaching Party has in fact breached this Agreement pursuant to the dispute resolution procedures in Section 6.11 or by a court of competent jurisdiction.

**Section 4.06 Limitation of Remedies.** Notwithstanding any provision of this Agreement to the contrary, Consultant agrees that Consultant's rights and remedies following ToroVerde's default, breach, surrender or any other failure to perform under this Agreement shall not include seizure of assets protected by St. 2016, ch. 334, St. 2017, ch. 55, G.L. c. 94G, all as amended or replaced, and all regulations and applicable local laws promulgated pursuant thereto (i.e. any product containing any amount of cannabis). Consultant shall not be entitled to a repayment or remedy that provides Consultant inventory of ToroVerde that contains any amount of cannabis, in any form, whether flower or infused product. Consultant hereby forfeits any such remedy. In addition, Consultant hereby understands and agrees that a License, whether provisional or final, is nontransferable, and may not be assigned or transferred without prior approval from the Commission. Consultant agrees that ToroVerde's License is not an asset that may be seized by Consultant or available as a remedy for ToroVerde's default, breach or other failure to perform under this Agreement.

## **ARTICLE V TERM AND TERMINATION**

**Section 5.01 Term.** The term of this Agreement shall be for five (5) years unless terminated earlier as expressly provided herein.

**Section 5.02 Renewal.** This Agreement shall automatically renew for successive one (1) year terms, unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the current term.

**Section 5.03 Compliance.** During the term of this Agreement, Consultant and ToroVerde will, at all times, comply with all applicable laws and regulations of the Commonwealth of Massachusetts, including, without limitation, St. 2016, ch. 334, St. 2017, ch.

55, G.L. c. 94G, all as amended or replaced, and all regulations and applicable local laws promulgated thereunder, and conduct themselves in accordance with the highest standards of ethical and business behavior in connection with this Agreement.

**Section 5.04 Termination.** Either Party may terminate this Agreement “For Cause” after providing the other Party sixty (60) days’ written notice. For purposes of this provision, “**For Cause**” shall include: (i) a material breach of this Agreement by the other Party that remains uncured for thirty (30) days after written notice thereof; (ii) notice by any applicable state regulatory authorities that this Agreement must be terminated; (iii) violation of any material state law or regulation by a Party, if the violating Party fails to cure such violation within thirty (30) days that it, or one of its agents or representatives, received written notice of such violation by a state regulatory authority; (iv) ToroVerde’s loss of its License and inability to re-obtain its License within one hundred and twenty (120) days; (v) the inability of either Party to perform under the Agreement due to bankruptcy or receivership; or (vi) either Party being named as a defendant in a federal prosecution or action related to the Controlled Substances Act. Notwithstanding the foregoing, Consultant may terminate the Agreement for convenience and without cause upon ninety (90) days written notice to the ToroVerde.

**Section 5.05 Effect of Termination.** Upon termination of this Agreement for any reason, all uncontested compensation, fees, and expenses due to Consultant in connection with Services provided before the date of termination shall become immediately due and payable to Consultant, unless termination is due to a breach of this Agreement by Consultant, in which case all compensation, fees and expenses due will be determined and paid in accordance with the dispute resolution procedures set forth in Section 6.11. Should Consultant determine that any of the Services will subject Consultant to unintended or undesirable tax consequences or require Consultant to register as a ME, Consultant may cease to provide such Services and terminate such Services from this Agreement with ten (10) days written notice. Consultant will continue to provide any Services to ToroVerde which have not been terminated.

## **ARTICLE VI MISCELLANEOUS**

**Section 6.01 Expansion of Business.** Should ToroVerde or an affiliated entity expand its business then all applicable Services shall be extended to applicable expansions and the Parties shall in good faith enter into a Statement of Work to consider additional compensation due.

**Section 6.02 Relationship of Parties.** This Agreement establishes an independent contractor relationship between Consultant and ToroVerde and all the terms and conditions of this Agreement shall be interpreted in light of that relationship. Consultant shall be solely responsible for determining the method, details and means of performing the Services to be provided hereunder in accordance with the terms of this Agreement. Employees, subcontractors, partners and agents of Consultant are not and shall not be employees of ToroVerde unless specifically designated as such, and ToroVerde shall have no obligation or liability with respect to payroll taxes and wage and hour or employment laws with respect to such persons. Consultant shall not have any authority

to enter into any agreement or obligation on behalf of the ToroVerde without the ToroVerde's prior written consent. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, agency relationship, employee-employer relationship or association, or render the Parties liable as partners, co-venturers, agents, principals, employers or employees. It is the intention of the Parties that nothing contained in this Agreement shall (i) provide either Party direct or indirect control of the other Party or its operations, (ii) provide either Party the right to control or authority to make decisions on behalf of the other Party, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, (iii) create any interest or power that provides, or otherwise in any manner whatsoever provide to, either Party the ability to exercise a significant influence over the management, operations or finances, of the other Party or its operations, in each case, in accordance with applicable state and local laws and regulations. Each Party shall be solely responsible for and shall maintain exclusive control, authority, interest, power and significant influence over its decision-making in all respects.

**Section 6.03 Notice.** Any notice or communication to be given under the terms of this Agreement shall be in writing and shall be personally delivered or sent by e-mail, overnight delivery, or registered or certified mail, return receipt requested. Notice shall be effective: (i) if personally delivered, when delivered; (ii) if by e-mail, on the day of transmission thereof; (iii) if by overnight delivery, the day after delivery thereof to a reputable overnight courier service, delivery charges prepaid; and (iv) if mailed, at midnight on the third business day after deposit in the mail, postage prepaid. Notices sent by mail or courier shall be addressed as follows:

If to Consultant: Harvest Mass Holding I, LLC  
1155 W. Rio Salado Parkway, Suite 201  
Tempe, AZ 85281  
Attn: Steven White  
steve@harvestinc.com

With Copies to: Harvest Mass Holding I, LLC  
1155 W. Rio Salado Parkway, Suite 201  
Tempe, AZ 85281  
Attn: Doug Wood  
dwood@harvestinc.com

If to ToroVerde: ToroVerde (Massachusetts), Inc., ToroVerde (Massachusetts) II, Inc. and ToroVerde (Massachusetts) III, Inc.  
c/o EvansCutler Attorneys  
90 Conz Street  
Northampton, MA 01060  
Attn: William Beetz  
billybeetz.toroverdemass@gmail.com

With Copies to: Vicente Sederberg LLP  
2 Seaport Lane, 11<sup>th</sup> Floor  
Boston, MA 02210  
Attn: David M. Ullian  
david@vicentesederberg.com

**Section 6.04 Assignment.** Other than as explicitly provided for in this Agreement, this Agreement may not be assigned by either Party without the other's prior written consent, and any such attempted assignment shall be void and of no effect.

**Section 6.05 Subcontractors.** Consultant may hire or employ subcontractors to perform certain tasks associated with Consultant's obligations under this Agreement; *provided, however*, that all subcontractors must pass all required background checks and comply with the Regulations and applicable laws. Any subcontractors hired or employed by Consultant must agree to be bound by Consultant's confidentiality and other obligations hereunder and Consultant shall be responsible for any damage, harm or violations caused by such subcontractors.

**Section 6.06 Regulatory Approval.** The validity and enforceability of this Agreement may be contingent upon approval by the Commission. In the event that the Commission provides notice at any time that this Agreement must be reformed to be valid, the Parties will negotiate in good faith to conform this Agreement based on any guidance provided and to conform to the original intent to the Parties as closely as possible.

**Section 6.07 Severability.** Should any one or more of the provisions contained in this Agreement be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein; *provided, however*, that this Agreement is subject to revisions and approval by the Commission pursuant to the above Section 6.06.

**Section 6.08 Waiver of Breach.** A waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent or different breach by the other Party.

**Section 6.09 Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile government action, civil commotion, fire or other casualty beyond the control of the Party obligated to perform shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

**Section 6.10 Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any principles of conflicts of law that would cause the application of laws of any jurisdiction other than the Commonwealth of Massachusetts. The Parties expressly waive any defense to enforcement of the terms or conditions of this Agreement based upon federal law.

**Section 6.11 Dispute Resolution.** Except for any immediate action for injunctive relief by Consultant pursuant to Section 4.05, if there is any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Section 6.11, the Party claiming a dispute will serve notice on the other Party in accordance with the above Section 6.03. The Parties will first attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director, officer or other authorized representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute, then the remaining provisions of this Section 6.11 shall apply. Following such fourteen (14) day period attempt to resolve the dispute, the Parties agree to promptly participate in at least four (4) hours of mediation. The Parties agree to share equally in the costs of the mediation. Mediation involves each side of a dispute meeting with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the Parties. In the event that good faith attempts of resolution and mediation fail to provide a reasonably agreeable resolution to the dispute, resolution of the dispute shall be determined by arbitration in Boston, Massachusetts before a single arbitrator. The arbitration shall be administered by the American Arbitration Association or by an arbitrator (or arbitration company) that provides services to the cannabis industry, as jointly determined by the Parties. The costs associated with the arbitration shall be evenly split between the Parties. The arbitrator has the power to grant legal and equitable remedies, including the fees for the arbitration, but shall not grant punitive damages. The arbitrator shall apply the laws of the Commonwealth of Massachusetts only. Judgment on the award may be entered in any court in and for the Commonwealth of Massachusetts. The arbitration proceedings and results are to be confidential except the Parties may disclose the outcome of the arbitration when required under applicable law. **THE PARTIES ACKNOWLEDGE THAT THEY ARE IRREVOCABLY WAIVING THE RIGHT TO A TRIAL IN COURT, INCLUDING A TRIAL BY JURY AND THAT ALL RIGHTS AND REMEDIES WILL BE DETERMINED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY.**

**Section 6.12 Entire Agreement.** This Agreement, including the Exhibits hereto and the Statements of Work, is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties in respect of the subject matter contained herein. This Agreement nullifies, replaces and supersedes all other agreements between the Parties and/or their officers, directors, members, managers, parent corporations, and subsidiaries relating to the subject matter contained herein.

**Section 6.13 Amendments.** This Agreement, including the Exhibits hereto and the Statements of Work, may be amended only in writing signed by both ToroVerde and Consultant.

**Section 6.14 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns, pursuant to this Agreement.

**Section 6.15 No Presumption Against Any Party.** Each Party has been represented by legal counsel of its own choosing. This Agreement has been negotiated and reviewed by the Parties and their respective counsels and any uncertainty or ambiguity herein shall not be construed or resolved using any presumption against any Party, whether under any rule of construction or otherwise.

**Section 6.16 Counterparts.** The Parties may execute this Agreement in any number of counterparts, each of which will be deemed an original.

**Section 6.17 Advisement of Counsel.** THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR TOROVERDE, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[SIGNATURE PAGE FOLLOWS]

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first set forth above.

**HARVEST MASS HOLDING I, LLC**



---

By: Steve White

Its: Chief Executive Officer

**TOROVERDE (MASSACHUSETTS),  
INC.**



---

By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) II,  
INC.**



---

By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) III,  
INC.**



---

By: William Beetz

Its: President and Chief Executive Officer

## EXHIBIT A

### DESCRIPTION OF SERVICES

#### 1. Services.

##### a. *Consultation Services.*

- i. Comprehensive business, financial and operational consulting services.
- ii. Real estate consulting services
- iii. Assist with License Application preparation
- iv. Assistance with strategic planning, including financial planning and analysis, development of cash flow projections, budgets and financial reports.
- v. Assistance with the development of business strategies, including pricing, product development, retail and production operations, and introduction of opportunities for partnerships and mergers .
- vi. Assistance with oversight of accounting, tax management, accounts receivable processing, accounts payable processing and employee benefits administration.
- vii. Assistance with human resources administration, including staffing, recruiting, hiring, discipline, termination, maintaining required employment records, and developing and maintaining an employee handbook from time to time.
- viii. Third party vendor management.
- ix. SOP manuals for all business operations.
- x. Training of administrative employees and ongoing monthly operations meetings.
- xi. Oversight, maintenance and support of IT systems, including seed to sale tracking system.
- xii. Advice regarding corporate branding, including consultation and advice on design, development and maintenance of an interactive website.
- xiii. Regulatory compliance audits, analysis and consultations utilizing state-of-the-art compliance software.
- xiv. Assistance with identifying and hiring legal counsel, accountants and other professionals from time to time.

- xv. Assistance in obtaining and maintaining a bank account.
  - xvi. Assistance with regulatory filings, including, but not limited to, quarterly reports, regulatory compliance audits and analysis.
  - xvii. Assistance in connection with Board of Director business, such as Board meetings, notices, agenda and minutes for such meetings.
  - xviii. Administrative services to the ToroVerde as reasonably requested from time to time.
  - xix. Consulting services in connection with government relations, public relations and marketing strategies.
- b. *Equipment and Facility Design.* Consultant will review equipment specifications to ensure that the equipment selected by ToroVerde is adequate for ToroVerde's operations. Consultant will assist with delivery and installation of equipment and will optimize the equipment. Consultant will consult with ToroVerde on decisions made by ToroVerde's team for the selection of the equipment so that ToroVerde benefits from Consultant's industry experience in the selection, acquiring, installation and operation of equipment.
2. Locations. The Services described in this Exhibit A shall be for all locations of ToroVerde licensed by the Commission.

**EXHIBIT B**

**STATEMENT OF WORK**

This Statement of Work (this “**Statement of Work**”) is entered into in connection with that certain Consulting Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “**Consulting Agreement**”), between **HARVEST MASS HOLDING I, LLC**, an Arizona limited liability company (“**Consultant**”), **TOROVERDE (MASSACHUSETTS), INC.**, a Massachusetts business corporation, **TOROVERDE (MASSACHUSETTS) II, INC.**, a Massachusetts business corporation, and **TOROVERDE (MASSACHUSETTS) III, INC.**, a Massachusetts business corporation (collectively, “**ToroVerde**”). ToroVerde and Consultant are collectively referred to herein as the “**Parties**,” and individually as a “**Party**.” This Statement of Work is automatically incorporated into the Consulting Agreement. Terms not defined in this Statement of Work shall have the meanings given to them in the Consulting Agreement.

**Section 1 Services.** During the term of this Statement of Work, in addition to the Services, Consultant shall provide the Services, as described in Exhibit A of the Consulting Agreement, Consultant shall provide the following services:

[INSERT SERVICES]

The Services listed above shall be deemed to be automatically incorporated into the definition of Services in the Consulting Agreement.

**Section 2 Fees.** In exchange for Services set forth in this Statement of Work, the ToroVerde shall pay Consultant fees set forth in the Consulting Agreement.

**Section 3 Term.** The term of this Statement of Work shall begin on the date first set forth above and shall end on the \_\_\_\_ day of \_\_\_\_\_, 201\_.

**Section 4 General Provisions.**

- (a) Consultant agrees that payments hereunder are subordinate to other debts of ToroVerde, including but not limited to standard operational expenses, reasonable operating reserves, salaries, debt payments, taxes, fees to the Commission and payments for leases which are not part of the Services.
- (b) The fees contemplated on this Statement of Work shall be the full and complete payments owed to Consultant for the Services provided to ToroVerde pursuant to this Agreement.

[SIGNATURE PAGE FOLLOWS]

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have duly executed this Statement of Work effective as of the date first set forth above.

**HARVEST MASS HOLDING I, LLC**

---

By: Steve White

Its: Chief Executive Officer

**TOROVERDE (MASSACHUSETTS),  
INC.**

---

By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) II,  
INC.**

---

By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) III,  
INC.**

---

By: William Beetz

Its: President and Chief Executive Officer

## **EXHIBIT C**

### **COMPENSATION SCHEDULE**

#### 1. Compensation for the Services

a. *Services.* The fees for the Services performed by Consultant is as follows:

i. ToroVerde shall pay Consultant Five Thousand United States Dollars (\$5,000.00) by the fifth calendar day of each month following the execution of this Agreement.

b. *Expenses.* For all expenses incurred by Consultant in connection with its performance of Services, ToroVerde shall pay Consultant expenses in accordance with this Agreement.

2. Payment Start Date. Payments for the Services provided in Exhibit A shall begin one (1) month after the execution of this Agreement and continue on a monthly basis thereafter throughout the Term of this Agreement.

**ATTESTATION EXPLAINING RELATIONSHIP BETWEEN HARVEST, INC AND/OR HARVEST HEALTH & RECREATION AND TOROVERDE (MASSACHUSETTS), INC.**

I, William Beetz, the President and Chief Executive Officer of ToroVerde (Massachusetts), Inc. ("ToroVerde (Massachusetts)"), hereby certify and attest that the following information is true and correct:

1. ToroVerde (Massachusetts) has executed a Consulting Agreement with Harvest Mass Holding I, LLC ("HMHI") pursuant to which HMHI will provide a range of business and operational services to ToroVerde (Massachusetts) on a consultant basis. HMHI is a wholly-owned subsidiary of Harvest Health & Recreation, Inc. ("HHR"), which is a Canadian corporation publicly traded on the Canadian Securities Exchange.<sup>1</sup> HMHI also provides similar consulting services to certain Massachusetts affiliates of ToroVerde (Massachusetts).

As set forth in the Consulting Agreement, ToroVerde (Massachusetts) will maintain exclusive authority, control and possession of its business and will be solely responsible for decision-making regarding all aspects of its business, including, but not limited to, the products and facilities owned by ToroVerde (Massachusetts) or under ToroVerde (Massachusetts), Inc.'s control, inclusive of all related inventories. Under this consulting relationship, HMHI: (i) will not have any direct or indirect control over ToroVerde (Massachusetts) or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde (Massachusetts), (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde (Massachusetts), including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde (Massachusetts) that enables HMHI to exercise a significant influence over the management, operations or finances, of ToroVerde (Massachusetts) or its operations.

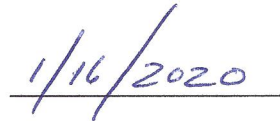
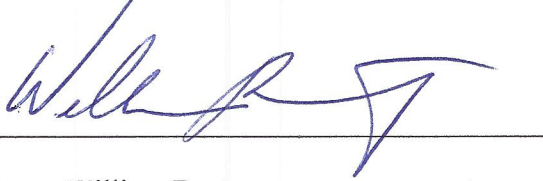
2. Harvest Enterprises, Inc. ("Harvest Enterprises"), which is also a wholly-owned subsidiary of HHR, holds a 5% ownership interest in ToroVerde, Inc., a Canadian corporation ("TVI"). TVI does not directly or indirectly own or hold any ownership interest in ToroVerde (Massachusetts), but TVI indirectly provides capital resources to ToroVerde (Massachusetts) pursuant to a Revolving Loan Agreement between TVI and Nallim Capital Inc., which is the 100% owner/ultimate parent company of ToroVerde (Massachusetts).

Under the Revolving Loan Agreement, TVI: (i) will not have any direct or indirect control over ToroVerde (Massachusetts) or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde (Massachusetts), (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde (Massachusetts), including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde (Massachusetts) that enables TVI to exercise a significant influence over the management, operations or finances, of ToroVerde (Massachusetts) or its operations.

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<sup>1</sup> Harvest, Inc. was formerly a wholly-owned subsidiary entity of Harvest Health & Recreation, Inc., but as a result of corporate restructuring, Harvest, Inc. is no longer a relevant entity.

Harvest Enterprises is simply a minority shareholder of TVI, and as such, Harvest Enterprises: (i) will not have any direct or indirect control over ToroVerde (Massachusetts) or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde (Massachusetts), (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde (Massachusetts), including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde (Massachusetts) that enables Harvest Enterprises to exercise a significant influence over the management, operations or finances, of ToroVerde (Massachusetts) or its operations.



Name: William Beetz  
Title: President and Chief Executive Officer  
Entity: ToroVerde (Massachusetts), Inc.

Date

**PLAN FOR SEPARATING ADULT USE FROM MEDICAL OPERATIONS**

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) is not a Registered Marijuana Dispensary (RMD) or Medical Marijuana Treatment Center (MMTC), and does not intend to conduct medical marijuana operations at the proposed facility. Should ToroVerde plan to operate a RMD or MMTC at the proposed location, ToroVerde will notify the Cannabis Control Commission and develop plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

## QUALITY CONTROL AND TESTING

### Quality Control

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) will comply with the following sanitary requirements:

1. Any ToroVerde agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any ToroVerde agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. ToroVerde’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in ToroVerde’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. ToroVerde’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. ToroVerde will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. ToroVerde’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. ToroVerde’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. ToroVerde’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. ToroVerde will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. ToroVerde will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;

12. ToroVerde's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. ToroVerde will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. ToroVerde will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. ToroVerde will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

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

### Testing

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

ToroVerde will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of ToroVerde's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to ToroVerde for disposal or by the Independent Testing Laboratory disposing of it directly.

## RECORDKEEPING PROCEDURES

### General Overview

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of ToroVerde documents. Records will be stored at ToroVerde’s establishment in a secure location designated for record retention. All written records will be available for inspection by the Commission upon request.

### Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits, Site Plan Approvals and Variances
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of State Filings
  
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with ToroVerde, including members, if any.
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with ToroVerde and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations;
    - A record of any disciplinary action taken; and
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operations conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - ToroVerde will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - ToroVerde will use a seed-to-sale tracking system approved by the Commission to maintain real-time inventory, and inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
  - ToroVerde will also maintain METRC compliance and management records to the extent required by the Commission.

- Incident Reporting Records
  - Within ten (10) calendar days, ToroVerde will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by ToroVerde for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
  
- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
  
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, ToroVerde will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two ToroVerde agents present during the disposal or handling, with their signatures. ToroVerde will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
  
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
  
- Transportation Records
  - ToroVerde will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
  
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Closure
  - In the event ToroVerde closes, all records will be kept for at least two (2) years at ToroVerde's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, ToroVerde will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
  
- Written Operating Policies and Procedures: Policies and Procedures related to ToroVerde' operations will be updated as needed and will undergo a review by the executive management team on an ongoing basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Agent security policies, including personal safety and crime prevention techniques;
  - A description of ToroVerde's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be sold, and the form(s) in which marijuana will be dispensed;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported local law enforcement and to the Commission;
    - Engaged in unsafe practices with regard to ToroVerde operations, which will be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
  - A list of all executives of ToroVerde, and members, if any, of the licensee must be made available upon request by any ToroVerde. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on ToroVerde's website.
  - Policies and procedures for the handling of cash on ToroVerde premises including but not limited to storage, collection frequency and transport to financial institution(s).

- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

### Record-Retention

ToroVerde will meet Commission recordkeeping requirements and retain a copy of all records for at least two (2) years.

## MAINTAINING OF FINANCIAL RECORDS

ToroVerde (Massachusetts), Inc.'s (“**ToroVerde**”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);

- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

## QUALIFICATIONS AND TRAINING

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) will ensure that all employees hired to work at ToroVerde’s Marijuana Establishment will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### Qualifications

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

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

### Training

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

On or after July 1, 2019, all of ToroVerde’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. ToroVerde’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. ToroVerde’s owners, managers, and employees will then successfully complete the program once every year thereafter. ToroVerde will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. ToroVerde’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana’s effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;

4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.

# Diversity Plan Toroverde

## Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

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

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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

## Goals

Our company has established the diversity goal of employing 20% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

## Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in diverse media with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

## **Measurement**

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 20% of the available positions?
5. Have women and or veterans been offered opportunities to engage in shadow training?
6. How many women and or veterans have chosen to engage in shadow training?

None of the above shall prevent the company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to direct hiring, the company will work in good faith, in a legal and non-discriminatory manner to consider the status of vendors, suppliers, contractors, and tradesmen when planning to employ such individuals from within the local municipality

## PERSONNEL POLICIES

### Overview

ToroVerde (Massachusetts), Inc. (“**ToroVerde**”) will securely maintain personnel records, including registration status and background check records. ToroVerde will keep, at a minimum, the following personnel records:

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

### Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with ToroVerde and will include, at a minimum, the following:

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

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

### Proposed Hours of Operation (subject to municipal approval)

Monday - Sunday: 8:00 AM – 10:00 PM

### After-Hours Contact Information

Chief Executive Officer: William Beetz – (352) 247-5581

## Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for ToroVerde will undergo a detailed background investigation prior to being granted access to a ToroVerde facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for ToroVerde pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), ToroVerde will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, ToroVerde will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, ToroVerde will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
  - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
  - References provided by the agent will be verified at the time of hire.
  - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by ToroVerde or the Commission.

### Personnel Policies and Training

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

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

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

## Plan for Restricting Access to Age 21 and Older

ToroVerde (Massachusetts), Inc.'s ("ToroVerde") facility will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo ID. In compliance with 935 CMR 500.002 and 500.030, all ToroVerde employees and registered agents and all visitors must be 21 years of age or older. Upon entry into the premises of the marijuana establishment by an individual, a ToroVerde agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), ToroVerde will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. ToroVerde will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

ToroVerde will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana."**

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